WESTON HEALTHCARE GROUP

Headquarters
2222 Sullivan Trail
Easton, Pa. 18040

Employee Manual for Companies of Weston Healthcare Group

Revised: March 11, 2019
Employee Manual for the following companies:

The Weston Group, Inc.
The Weston Group of South Carolina, Inc.
The Weston Group of Tennessee, Inc.
Paxxon Healthcare Services, LLC
PRN Physical, Occupational and Speech Therapy Network, PLLC
PRN Physical Therapy, PC
Sacred Heart Physical Therapy and Rehabilitation Services, LLC
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GENERAL INFORMATION

1.1 Welcome Letter

Dear Valued Employee,

Welcome to the Weston Healthcare Group of companies! We are pleased that you have chosen to become a part of our dedicated and talented staff. Our success is contingent on your success as we depend upon you to provide quality and compassionate care and excellent customer service in an efficient manner.

In 1992, Randall A. Weston, a licensed Occupational Therapist, founded The Weston Group, Inc. The Weston Healthcare Group has since expanded to include The Weston Group of South Carolina, Inc.; The Weston Group of Tennessee, Inc.; Paxxon Healthcare Services, LLC; PRN Physical, Occupational and Speech Therapy Network, PLLC; PRN Physical Therapy, PC; and Sacred Heart Physical Therapy and Rehabilitation Services, LLC.

This employee manual is intended to provide insight the Weston Healthcare Group’s policies, procedures, and benefits which have made us the group of companies we are today. Do not hesitate to contact your direct supervisor or the Corporate Human Resource Department if you have any questions or concerns about what is contained within this manual.

Best wishes for success with the Weston Healthcare Group!

1.2 Mission/Philosophy Statement

The Weston Healthcare Group is a group of companies committed to providing quality therapy and rehabilitation services throughout the United States. The Weston Healthcare Group values not only our patients, but also our staff. Our mission is to provide a full range of innovative therapeutic services to maximize our patients’ ability to function independently and improve their overall quality of life, while providing a quality employment experience for all of our employees.

As an employee, you are a very important part of each patient’s well-being. It is crucial that you conduct yourself in the highest of ethical standards and professionalism at all times. As an employee, you enjoy the benefits of the reputation of the Weston Healthcare Group and are expected to uphold the high standards that have been set forth by our staff. How you perform your duties and interact with our patients is a reflection on everyone who works for the Weston Healthcare Group.
1.3 Manual Purpose

This manual is written so that each employee will be informed of his/her duties, responsibilities, and privileges within the companies and will be provided with conditions under which the staff can provide the highest quality care. It is your responsibility as an employee to read through and abide by these policies carefully. Policy revisions may take place periodically as the need occurs. Policies contained in this Employee Manual may be added to, deleted or changed by Weston Healthcare Group at its sole discretion, however, we will not modify our policy of at-will-employment. This handbook supersedes in all respects any prior employee policies and procedures.

Neither this handbook nor any of its provisions creates a contract of employment for any length of time and does not guarantee any continuation of benefits. Weston Healthcare Group adheres to the policy of at-will-employment which permits the companies or the employees to terminate the employment relationship at any time, for any reason.

1.4 Employment by Single Company

This manual is intended to explain the policies of all of the Weston Healthcare Group companies. Each employee is only an employee of the individual company that extended the offer of employment to the employee. Nothing in this manual is intended to establish any employment relationship between the employee and any other company under the Weston Healthcare Group umbrella. If you have any question regarding the identity of your employer please immediately contact Human Resources or your direct supervisor.

1.5 Open Door Policy

Weston Healthcare Group maintains an open door policy. You are encouraged to bring your questions, suggestions and complaints to your management team.

DIVERSITY

2.1 Equal Employment Opportunity Statement

Weston Healthcare Group provides equal employment opportunity for everyone regardless of age, gender, color, race, creed, national origin, religion, marital status, sexual orientation, gender identity, political beliefs, or disability that does not prohibit performance of essential job functions, amnesty or status as a covered veteran in accordance with applicable Federal and state laws. Weston Healthcare Group complies with applicable state and local laws governing non-discrimination in every location in which the company has facilities.

This dedication to equal employment opportunity is reflected in all of Weston Healthcare Group’s practices and policies regarding hiring, training, promotions, transfers, rates of pay, layoff and other forms of compensation. All matters relating
to employment are based upon the ability to perform the job, as well as dependability and reliability once hired.

2.2 Anti-Harassment Policy and Complaint Procedure

Weston Healthcare Group is committed to a work environment in which all individuals are treated with respect and dignity. Weston Healthcare Group expressly prohibits any form of employee harassment based upon race, color, creed, marital status, gender identity, political belief, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

Weston Healthcare Group encourages reporting of all perceived incidents of discrimination and/or harassment. It is the policy of Weston Healthcare Group to promptly and thoroughly investigate all reports. Weston Healthcare Group prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

It is important that all staff members are aware of the type of conduct or comments that may cause or contribute to discriminatory harassment. Probably the most common form of discriminatory harassment is sexual harassment, but other forms of discriminatory harassment are also of great concern.

Definitions of Harassment: Sexual harassment is illegal under Federal, state, and common laws. Sexual harassment can include but is not limited to unwelcome sexual advances, requests for sexual favors, preferential or derogatory treatment based on gender, unnecessary or unwanted touching, pinching, brushing the body, coerced sexual intercourse, assault, verbal commentaries of an individual’s body, display of sexually suggestive materials or pictures, explicit comments or jokes with a sexual content or based upon gender, sexual innuendos, sexual propositions or threats, suggestive or insulting sounds, whistling, obscene gestures. Sexual harassment may be overt or subtle.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy harassment may be verbal, written, or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship or any other characteristic covered by law. Harassment includes: epithets, slurs, negative stereotypes, threatening, intimating or hostile acts, denigrating jokes, written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on the walls or circulated in the workplace by using company equipment via email, telephone, voice messages, text messages, tweets, logs, social networking sites, or other means.

Harassment Complaint Procedure:
1. Any employee who believes he or she has been the subject of harassment should report the alleged act immediately to the corporate compliance hotline of Weston Healthcare Group at 800-944-9782, ext. 245.

2. All complaints will be handled in a timely and confidential manner. In no event will information concerning a complaint be released to third parties or to anyone
within Weston Healthcare Group who is not involved with the investigation, unless required to do so by law. Nobody involved in the investigation is permitted to discuss the subject outside of the investigation.

3. Investigation of the complaint will normally include conferring with the parties involved and any named or apparent witnesses. All employees shall be protected from coercion, intimidation, retaliation, interference or discrimination for filing a complaint or assisting in an investigation.

4. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action up to possible immediate termination will be designed to stop the harassment immediately and to prevent its recurrence.

Weston Healthcare Group recognizes that the question of whether or not a particular action is a purely personal, social relationship without discriminatory employment effect that requires a factual determination based on all facts of the matter. Weston Healthcare Group also recognized that false accusations of harassment can have serious effects on innocent individuals and may be reason for discipline up to possible immediate termination. Weston Healthcare Group encourages any employee to raise questions he/she may have regarding discrimination with his/her supervisor or Human Resources Department.

2.3 **American with Disabilities Act (ADA) & Amendments Act (ADAAA)**

The American with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed, provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of Weston Healthcare Group to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commissions (EEOC). Furthermore, it is our company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions and privileges of employment.

**EMPLOYMENT**

3.1 **At-Will Employment**

All employment at Weston Healthcare Group is at-will and, unless otherwise the subject of a written agreement between Weston Healthcare Group and a particular employee or as otherwise required by law, either party shall have the right to terminate the relationship at any time. Unless otherwise provided in a written employment agreement between Weston Healthcare Group and you or by state law,
Weston Healthcare Group may terminate your employment at any time for any reason or no reason, with or without cause.

3.2 Personnel File

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, you are required to notify the Human Resources Department as soon as possible:

For changes made for the following items please complete an Employee Information change form and provide a copy to the Human Resources Department and your immediate supervisor:

- Legal Name
- Home Address
- Home Telephone Number
- Cell Phone Number

For changes made for the following items please complete an Emergency Information Form and provide a copy to the Human Resources Department and your immediate supervisor:

- Person to contact in case of emergency

For changes made for the following items please complete a W-4 or state Tax withholding form where applicable and provide to the Human Resources Department:

- Number of dependents
- Marital Status
- Exemptions

Changes made for the following items need to be submitted to the Human Resources Department immediately once any changes have occurred to such items:

- Driving record or status of driver’s license if applicable
- Professional license or certifications if applicable
- Older Adults Protective Service Act (applicable in PA)
- TB
- CPR
- Annual Physical if applicable
- Serve Safe Certificates if applicable
- Any other documentation required to be maintained pursuant to Federal, state, and local laws and regulation

Since Weston Healthcare Group refers to your personnel file when we need to make decisions in connection with promotions, transfers, layoffs and recalls, it’s to your benefit to be sure your personnel file includes information about completion of educational or training courses, outside civic activities, and areas of interest and skills that may not be part of your current position here.

Weston Healthcare Group may release, disclose and/or share any and all information that it receives from you and/or otherwise obtains in connection with your
employment to any individual or entity with whom Weston Healthcare Group does business, including but not limited to facilities or other individuals or entities at which or for which Weston Healthcare Group provides services, billing companies and third party payors.

3.3 Employee Access to Personnel Files

An employee may have access to his/her personnel file under the following conditions:

1. The employee must submit a written request for access to his/her file to his/her supervisor.
2. The employee can request any or all contents of employee file be copied as long as request is submitted in writing.
3. Personnel records will be available for inspection at a time agreeable to the Human Resources Department.

3.4 Employment Classification

As an employee of one of the Weston Healthcare Group companies you will fall under one of the following categories:

Salaried Employee: Employees who work full-time hours (see definition below) and are classified as an exempt employee and are generally eligible for company benefits the first of the month following 90 days of consistent Full-Time employment subject to the terms, conditions and limitation of each benefits program.

Full-Time Employees (FT): Employees who work a minimum of 66 hours or more per pay period on a consistent basis are generally eligible for company benefits the first of the month following 90 days of consistent Full-Time employment subject to the terms, conditions and limitation of each benefits program. **Employees must work more than 40 hours per week to qualify for overtime.** In this status an employee may be either non-exempt or exempt status. Please refer to your job description for classification.

Part-Time Employees (PT): Employees who work between 12 and 29.75 hours a week or between 24 and 59.75 hours a pay period on a consistent basis are classified as non-exempt. Part-time employees may be eligible for some of the benefits offered by the Weston Healthcare Group companies, subject to the terms, conditions and limitations of each benefit program.

Pro re Nata Employee (PRN): Employee who is called to work on an **as needed basis**, amount of hours worked varies from pay period to pay period and are classified as non-exempt. PRN employees are committed to work a minimum of **two days** per month. PRN employees may be eligible for some of the benefits offered by the Weston Healthcare Group companies, subject to the terms, conditions and limitations of each benefit program.

Per Visit Employee (PV): Employees who work on a per visit rate rather than a per hour rate and are classified as non-exempt. PV employees are committed to work a minimum of **two days** per month. PV employees may be eligible for some of the
benefits offered by the Weston Healthcare Group companies, subject to the terms, conditions and limitations of each benefit program.

3.5 Automatic Changes to Employment Classification

Employees must maintain their hours based on their classification above. If there is any variations of the hours, which would classify them in a different category during at least 3 pay periods within a rolling 4 pay period cycle, the employee status will automatically be changed and an email or letter will be sent out to the employee indicating such revised status. Please note, a change in pay rate may/may not apply. For an example regarding health benefits, if an employee works less than 60 hours per pay period for 3 pay periods during a rolling 4 pay period cycle, he/she will automatically be moved to PT status, an email or letter will be sent to the employee indicating such revised status and COBRA information will be sent to the employee. If a Part-Time or PRN employee works more than 59.75 hours for 3 pay periods during a rolling 4 pay period cycle, he/she will automatically be moved to Full-Time employee status and an email or letter will be sent to the employee indicating such revised status. Please note, a change in pay rate may apply.

Example of classification change: If an employee is Full-Time, he/she needs to work at least 33 hours a week or 66 hours a pay period. During a rolling 4 pay period cycle if he/she works, 25, 59.25, 69, and 59 hours a pay period consecutively, the third time (during this consecutive 4 pay period cycle) that the employee failed to work the 66 hours would drop the employee to PT status. An email or letter will be sent to the employee indicating such revised status.

3.6 Non-Exempt vs. Exempt

Nonexempt employees are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law’s requirements concerning minimum wage and overtime.

Exempt employees are generally managers and professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

3.7 Background and Reference Checks

To ensure that individuals who join a Weston Healthcare Group company are well qualified and to ensure that Weston Healthcare Group companies maintains a safe and productive work environment, it is our policy to conduct pre-employment background checks on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant’s resume, I-9, application, license, and background authorization form.

All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, The Americans with Disabilities Act, and state and federal privacy
and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process and as required by Federal, State or local laws and regulations.

Federal, state, and local laws require that employers, in certain health care disciplines, run specific background checks that may prohibit, by law, the hiring of an employee. Weston Healthcare Group companies comply with all Federal, state, and local laws and regulations regarding background checks. If permitted by law an employee may be provisionally hired pending receipt of results.

3.8 Orientation

All new employees will complete a job orientation process specific to their position. Each new employee will sign a written job description outlining the assigned job duties, which will be kept in the employee’s personnel file. A person transferred or promoted into a new position must sign a new job description and is subject to another performance introductory period as explained in 3.9.

3.9 Introductory Period

The first 90 days of active work following administrative orientation, starting with the employee’s first hour of work, are considered the introductory period. This working period provides the employee an opportunity to learn about Weston Healthcare Group and Weston Healthcare Group to learn about the employee.

If during this time the Weston Healthcare Group company concludes that the employee is not suitable for work, employment will be terminated. An introductory employee incurring two (2) unscheduled absences will be terminated from employment after the 2nd occurrence. An employee’s successful completion of this period does not result in any change in the employee at-will relationship described in this handbook. Introductory employees are not eligible to apply for a Leave of Absence.

Please understand that completion of the Introductory Period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for “cause”. Unless otherwise provided in a written employment agreement between a Weston Healthcare Group company and you, the employee, or by state law, the Weston Healthcare Group company may terminate your employment at any time for any reason or no reason, with or without cause, immediately by providing to you written notice of the termination of employment.

A former employee who has been rehired after a separation from a Weston Healthcare Group company of more than six (6) months is considered in introductory employee during his/her first two (2) months following rehire.

3.10 Internal Transfers/Promotions

Employees with six (6) or more months of service may request consideration to transfer to other jobs as vacancies become available and will be considered along with other applicants. A Weston Healthcare Group company may also initiate
transfers of employees between facilities to meet company staffing needs. Management prefers to promote from within and may first consider current employees with the necessary qualification and skills to fill vacancies, unless outside recruitment is considered to be in the company’s best interest.

3.11 Personal Relationships

Weston Healthcare Group wants to insure that corporate practices do not create situations of conflicts of interest or favoritism. This extends to employee hiring, promotion, and transfer. Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other, without prior approval from the Vice President of Operations, and Human Resources. Close relatives are defined as husband, wife, domestic partner, father, mother, father-in-law, mother-in-law, grandfather, grandmother, son, son-in-law, daughter, daughter-in-law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins and domestic partner relatives.

If employees begin a dating or other personal relationship, or become relatives, partners or members of the same household, and if one party is in a supervisory position, then those employees must inform management and Human Resources of the relationship. Weston Healthcare Group reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved.

WORKPLACE SAFETY

4.1 Drug/Alcohol-Free Workplace

Weston Healthcare Group is committed to protecting the safety, health and well-being of its employees and clients and recognizes that abuse of alcohol and other drugs compromises this dedication. The legal use of over-the-counter or prescribed drugs is permitted on the job only if it does not impair an employee’s ability to perform the essential functions of his/her job in a safe and effective manner. Employees must consult with their doctors about any medication’s effect on their fitness for duty and ability to work safely and should provide your supervisor with a doctor’s note disclosing any work restrictions.

The use, possession, transfer or sale of illegal drugs or controlled substances by employees is strictly prohibited. Weston Healthcare Group has implemented a Drug and Alcohol Free Workplace Policy with which all its employees are required to comply and which includes provisions related to drug and/or alcohol testing upon a reasonable suspicion that an employee may be under the influence of a substance. Violation of this policy shall result in the immediate termination of the employee(s) involved.
Drug Testing

Pre-employment—When required by law, all applicants must pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

Reasonable Suspicion—Employees may be tested when the Weston Healthcare Group company has a reasonable suspicion that the employee is under the influence of alcohol or drugs. Weston Healthcare Group reserves the right to test employees in connection with observed unusual behavior that Weston Healthcare Group reasonably believes to be indicative of drug or alcohol use, including, but not limited to slurred, incoherent or confused speech, impaired balance, disorientation, odor, sudden unexplained change in work performance or repeated failure to follow instructions or operating procedures. When a Weston Healthcare Group company believes that reasonable suspicion for drug or alcohol exists, a Weston Healthcare Group company representative will transport the employee to the testing facility.

If a substance test is conducted based upon a reasonable suspicion, the employee will be suspended from duties without pay until the test results are received and reviewed. Final action will be determined with receipt of the test results. Employees who exhibit impaired behavior and refuse to submit to testing will be immediately terminated for insubordination.

Any illegal drug or drug paraphernalia will be turned over to an appropriate law enforcement agent.

See the Drug and Alcohol Free Workplace Policy for more details.

4.2 Workplace Bullying

Weston Healthcare Group defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.” An employee found to exhibit this behavior will be disciplined up to and including termination. All reports of workplace bullying should be made directly to the Human Resources Department.

Bullying may be intentional or unintentional. Weston Healthcare Group considers the following types of behavior examples of bullying, although not inclusive.

Verbal Bullying: Slandering, ridiculing or maligning a person, or his/her family; persistent name calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive or offensive remarks.

Physical Bullying: Pushing, shoving, kicking, poking, tripping, assault or physical assault, damage to a person’s work area or property.

Gesturing Bullying: Non-verbal threatening or offensive gestures or glances/looks that convey threatening messages.
Exclusion Bullying: Socially or physically excluding or disregarding a person in work-related activities.

4.3 Violence in the Workplace

Weston Healthcare Group has zero tolerance for workplace violence. Intimidation, harassment, and coercion, as well as acts or threats of physical violence which involve or affect Weston Healthcare Group or which occur on Weston Healthcare Group property will not be tolerated. Specific example of conducts which may be considered threats or acts of violence include but are not limited to the following:
1. Hitting or shoving an individual;
2. Threatening an individual or his/her family, friends, associates, or property with harm;
3. Intentional destruction or threatening to destroy Weston Healthcare Group property;
4. Making harassing or threatening phone calls;
5. Harassing surveillance or stalking;
6. Unauthorized possession or inappropriate use of firearms or weapons.

**Threats or acts of workplace violence should be reported to your supervisor and the Human Resources Department.** Violations of this section will lead to disciplinary action, up to and including termination of employment and/or legal action as appropriate.

**Nothing in this section prohibits an employee from notifying law enforcement, if appropriate.**

4.4 Safety Precautions

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state, and Federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client.

It is the responsibility of each employee to avoid and, if possible, take appropriate steps to correct unsafe condition.

4.5 Video Surveillance

Weston Healthcare Group makes limited use of video surveillance systems in its corporate offices. Video surveillance cameras are generally not used to observe employee work areas and are never used in areas where employees would have an expectation of privacy, such as restrooms or break rooms.

4.6 Work Related Injuries or Illnesses

An employee who suffers an injury or illness due to work must report it immediately to his/her supervisor. An employee incident report must be completed as soon as practicable but no more than 24 hours after the incident for submission to the
appropriate insurance company. Failure to report an injury or illness in a timely manner may result in disciplinary action including possible termination.

4.7 Smoke-Free Workplace

Weston Healthcare Group is committed to providing a safe and healthy environment for employees and patients. To accomplish this, smoking, including cigarettes, e-Cigarettes or similar products is strictly prohibited. Violations of this section will lead to disciplinary action, up to and including termination. Weston Healthcare Group companies will continue to comply with all relevant Federal, state, and local laws.

Weston Healthcare Group is a smoke free environment but some facilities may have a designated smoking area. Weston Healthcare Group companies expect all employees to abide by any and all rules and regulations of the facilities with respect to smoking.

4.8 Automobile Safety

**Personal Vehicles for Business Purposes**

Employees who use their own vehicle to travel for Weston Healthcare Group business are required to adhere to the following conditions:

1. The employee must provide a copy of a valid driver’s license and submit periodic updates or status changes regarding his/her license. Failure to report any changes to driver’s license or driving record will result in immediate termination of driving privileges.
2. The employee shall maintain and provide a copy of his/her current insurance for his/her own personal vehicle at all times.
3. Employees using their own vehicles are expected to maintain said vehicle in good working order, including the outside and inside appearance.
4. Employees are responsible for any moving violations and fines that may result when operating their own vehicle.

**WORKPLACE EXPECTATIONS, RULES AND PROCEDURES**

5.1 Confidentiality/HIPAA

Weston Healthcare Group companies will comply with all applicable HIPAA and state regulations concerning the protected health information of its patients and staff. Protecting confidential information is the responsibility of every employee and we all share a common goal in making sure it is not improperly or accidentally disclosed. All employees must guard all protected health information and not share any such information except to authorized persons in carrying out their duties. Because of its seriousness, disclosures in violation of HIPAA and/or other applicable privacy laws could lead to immediate dismissal.

5.2 Non-Disclosure Statement

You shall keep confidential and not disclose to others, during the term of your employment with a Weston Healthcare Group company and at any time thereafter,
any confidential or proprietary information, financial information, information related
to the individuals that provides services for or on behalf of a Weston Healthcare
Group company that is provided to you in connection with your employment, and/or
any and all other information in whatever form or media (including but not limited to
documents, corporate records, financial data, etc.), whether oral or written, furnished
to you in the course of your employment that is not otherwise known by or available
to the public. This obligation shall survive termination of your employment for any
reason. You will not take or retain, without prior written authorization of Weston
Healthcare Group, any confidential information of Weston Healthcare Group, or its
customers or any copies thereof.

Any violation of confidentiality seriously injures the Weston Healthcare Group
reputation and effectiveness and may be a violation of applicable Federal and/or state
law. If you are questioned by someone outside or within Weston Healthcare Group
and you are concerned about the appropriateness of giving them certain information,
remember that you are not required to answer and should refer the request to your
supervisor or to Human Resources.

No one is permitted to remove or make copies of any of Weston Healthcare Group
reports or documents without prior management approval.

Because of its seriousness, disclosure of confidential information could lead to
immediate dismissal.

5.3 Conflicts of Interest

Employees must avoid relationships and activities that might impair or appear to
impair their ability to make objective and fair decisions when performing their jobs.
Property, information, or business opportunities of Weston Healthcare Group may not
be used by an employee for personal gain.

Some examples may be:
- Being employed by or acting as a consultant to a competitor or potential
  competitor, supplier or contractor while employed with a Weston Healthcare
  Group company.
- Hiring or supervising family members or closely related persons.
- Owning or having a substantial interest in a competitor, supplier, or contractor.
- Accepting gifts, discounts, favors or services from a customer, potential customer,
  competitor or supplier, unless equally available to all company employees.

Employees with a conflict of interest question should seek advice from their Vice
President of Operation and Human Resources before engaging in any activity,
transaction, or relationship that might give rise to a conflict of interest.

5.4 Outside Employment

Outside employment must not conflict in any way with your responsibilities and
standard work schedule at a Weston Healthcare Group company. If you are planning
to accept an outside position, you must notify your immediate supervisor in writing.
The foregoing provision is subject to any non-competition that may be applicable to you if you are required to sign a non-competition agreement.

5.5 Call-Off Policy

An employee incurring two (2) unscheduled absences (call offs) during the introductory period will be terminated from employment after the second occurrence.

An employee incurring 2 unscheduled absences (call offs) during any 3 consecutive month period, will be provided disciplinary action up to termination.

5.6 Dress Code

Employees are expected to adhere to the dress code of the department in which they work. Personal hygiene and good grooming are essential. A neat, clean appearance is important and reflects respect for self, co-workers and residents. Facial hair is acceptable provided it is neatly trimmed and groomed. For safety reasons, facial piercings are prohibited and must be removed or covered prior to the employee’s scheduled shift. Earrings may be worn, however, where safety issues may arise, the employee may only wear studs or other small earrings. Other body piercings must be removed or covered while working in facility clinics or conducting business with customers.

Tattoos are permitted; however, tattoos that are offensive or distracting are to be covered by clothing or other means.

Depending upon your department, fingernails must be trimmed, clean and no longer than the tip of the employee’s finger. If you have any questions, contact your supervisor.

Business casual attire for staff working in facility clinics will reflect the professionalism and expressed desire of the facility/client leadership. If no preference is requested by facility leadership, then the standard business casual attire while working in facility clinics will consist of a solid color polo shirt and khaki pants. For identification purposes, all staff will wear the same colored shirt. Unacceptable examples of business casual attire includes, but is not limited to, t-shirts, jeans, jogging suits/warm-up suits, sweat shirts, sweat pants, sweat shorts, sweat jackets, shorts, skorts, flip-flop type sandals, sneakers, biker shorts, tank tops and bare shoulders. All footwear must be closed toed for staff working in facility clinics. Clean tennis shoes are acceptable footwear.

Regular business attire (business suits, sport coats, ties, dresses, etc.) will be worn when conducting business with customers and other appropriate external contacts or when attending meetings/conferences where traditional business attire is expected.

Employees must avoid wearing clothing that can be considered offensive. Such clothing includes, but is not limited to, clothing with offensive words or pictures, provocative tight-fitting clothing, midriff shirts, halter tops, exposed undergarments, skirts more than two inches above the knee, articles with political messages, clothing with holes, stains, rips or tears, pajama pants/shirts, pants that are below the waist and
spaghetti straps. If you arrive at work with any inappropriate attire, you will be sent home to change, without pay.

Name tags will be worn at all times while in the facility and during times while conducting business with customers and other external contacts.

5.7 Phone Use

Cellular Phone: UNDER NO CIRCUMSTANCES, SHOULD AN EMPLOYEE USE HIS/HER CELL PHONE FOR PERSONAL CALLS IN FRONT OF A PATIENT (S) OR PATIENT(S) VISTOR(S) AND AT NO TIME SHOULD AN EMPLOYEE ASK TO USE A PHONE BELONGING TO A PATIENT OR PATIENT’S VISITOR(S). You should never use a personal cell phone for anything relating to a patient.

5.8 Electronic Communication and Internet Use

Computer, computer files, equipment, cell phones, tablets, software and technology provided to access and utilize email, area networks, Weston Healthcare Group files, and the Internet are intended for business use only and remain the property of Weston Healthcare Group at all times. Unauthorized use, installation, copying, distribution or destroying this material is strictly prohibited. All data composed, transmitted or received via the company’s communication systems are included as part of the official record of the company. Weston Healthcare Group reserves the right to monitor usage, retrieve, and to read any data at any time without advance notice to ensure compliance with this policy. Do not assume that any electronically stored information is private or inaccessible by others. Employees are not permitted to use any electronic devices, cell phone, tablets etc. in an illegal, illicit or offensive manner and are not permitted to download pornographic or other offensive materials from the Internet. Employees are not permitted to use electronic devices, cell phone, tablets etc. to stream music or any other non-work related information. Unauthorized use of company electronic equipment, use of internet, and/or destruction of any files may be subject to disciplinary action up to and including immediate termination and/or legal ramifications.

As a business communication tool, users are obligated to use email in a responsible, effective, and lawful manner. In recognizing the importance of proper email etiquette, guidelines have been established to convey a professional image and deliver good customer service. Management of Weston Healthcare Group does have access to its employees’ Weston Healthcare Group email accounts. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment. Please see the Company Email Usage Policy and procedures for further detail.

5.9 Social Media-Acceptable Use

Employees may not post financial, confidential, sensitive or proprietary information about the company, residents, clients, employees, or applicants.
Employees may not post obscenities, slurs or personal attacks that can damage the reputation of the company, residents, clients, employees or applicants.

Weston Healthcare Group companies value their employees and will keep all employment-related issues within the company and expects the same consideration from its employees. Employees should not post on social media sites statements or comments that reflect negatively on Weston Healthcare Group and or its affiliates, its management, employees, business practices, etc.

Weston Healthcare Group may monitor content out on the Internet. Policy violations may result in discipline up to and including termination of employment.

Nothing in this section is meant to impinge upon an employee’s rights under applicable Federal and state labor laws.

5.10 Solicitations, Distributions and Posting of Materials

Weston Healthcare Group prohibits the solicitation, distribution and posting of materials on or at company property by any employee or nonemployee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by Weston Healthcare Group management and company-sponsored programs related to Weston Healthcare Group’s products and services.

Employees may not solicit employees or distribute literature of any kind on company premises at any time. Employees may only admit nonemployees to work areas with management approval or as part of a company-sponsored program. These visits should not disrupt workflow; an employee must accompany the nonemployee at all times. Former employees are not permitted on company property except for official company business. Employees may not solicit other employees during work times, except in connections with a company-approved or sponsored event. Employees may not distribute literature of any kind during work times or in any work area at any time, except in connection with a company-sponsored event.

Violation of solicitation and distribution to a resident may cause for disciplinary action including termination.
5.11  Loitering

Employees must not loiter around the building or the grounds while off duty. Family members and friends of employees are not permitted to loiter around the building or grounds during an employee’s work hours and/or while off duty.

Employees should be aware of unauthorized persons on the premises or in work areas. If a person is observed to be acting in a suspicious manner, or seen in a place he/she does not belong, employees are expected to immediately report this information to the facility.

5.12  Visiting Restrictions

The family or friends of employees shall not be permitted to visit the employee at the facility during the employee’s working hours when such visits interfere with the activities of the facility or distract the employees from their normal work schedules. Unauthorized visits may subject the employee to disciplinary action up to and including termination.

5.13  Acceptance of Gifts

All employees of Weston Healthcare Group companies are subject to rules regarding the acceptance of gifts from outside sources, that is, from individuals who are not employees of Weston Healthcare Group. A gift includes but is not limited to any gratuity, favor, discount, entertainment, hospitality, loan, forbearance, remuneration, or other item having monetary value, including but not limited to travel (whether provided in kind or through payment or reimbursement), gift certificates and event tickets. All employees of Weston Healthcare Group companies may not: solicit, induce or coerce the offering of a gift, accept a gift in exchange for services rendered by Weston Healthcare Group or any of its employees, agents or contractors; solicit, induce or accept a gift in violation of any state or Federal law, rule or regulation. Failure to comply with Weston Healthcare Group policy on acceptance of gifts is grounds for immediate termination.

Weston Healthcare Group recognizes that oftentimes residents and/or families may offer nominal “gifts” in the form of baked goods and similar food items. Acceptance of nominal gifts is at the discretion of regional management. If an employee has any question regarding whether something qualifies as a nominal “gift” he/she should direct the question to the immediate supervisor.

It is the policy of Weston Healthcare Group companies that NO employees accept gifts or borrow money from any patient or patient’s family or friends. Violation of this will result in immediate termination.
5.14 Employee Grievance Procedure/Chain of Command

Weston Healthcare Group can only help you if you make your problems known. Should you feel you are being treated unfairly, or that a problem is not being handled properly, you are encouraged to use the following chain of command applicable to your facility and job title:

**Step 1:** Immediate Supervisor

**Step 2:** If the problem is not resolved in step 1, go to your Regional Director of Operations;

**Step 3:** If the problem is not resolved in step 2, go to your Vice President of Operations.

**Step 4:** If the problem in not resolved in step 3, contact the Human Resource Department.

COMPENSATION

6.1 Pay Schedule

Weston Healthcare Group companies’ payroll cycle is semi-monthly, ending on the 7th and 22nd day of the month. Paychecks for the corresponding pay periods are issued on or before the 15th and the 31st of the month.

Changes to the payroll cycle will be announced in advance.

6.2 Payment of Wages/Deductions

Weston Healthcare Group companies are required by law to make certain deductions from your paycheck each time one is prepared. Among these are your Federal, state, and local income taxes and your contribution to Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions may depend on your earnings and on the information you furnish on your W-4 form and/or state tax forms where applicable regarding the number of dependents/exemptions you claim. Any change in name, address, telephone number, marital status or number of exemptions must be report to the Human Resource Department immediately, to ensure proper credit for tax purposes. The W-2 form you receive for each year indicates precisely how much of your earnings were deducted for these purposes.

You will be advised about any other mandatory deductions to be made from your paycheck, such as a court-ordered attachment whenever an employer is ordered to make such deductions, loan repayments, personal payments or any other money owed back to the company.
Paycheck Distribution

It is the policy of Weston Healthcare Group to encourage a paperless pay system and therefore urges all employees to select the company offered direct deposit system, debit pay card, and paperless paystubs system. For employees who do not elect this benefit, paychecks are mailed from the corporate office to the address on file with the billing service. With respect to those employees who choose direct deposit, please see the Direct Deposit Policy for more detail.

6.3 Time Reporting

Employees are expected to input their time into the payroll website. If an employee fails to do so, documentation must be submitted to his/her supervisor by the end of the next business day. Salaried employees should be sure to submit all time into the payroll website by the end of the pay period. An employee’s repeated failure to properly input time may be subject to discipline action up to and including termination.

All salaried employees are required to submit a weekly schedule to their immediate supervisor, Vice President of Operations and Human Resources the Friday of the previous week. Failure to do so may result in disciplinary action up to and including termination.

6.4 Meal/Rest Periods

Any employee working 8 or more hours will be entitled to a 30 minute meal break that must be taken sometime after the first 2 hours of work and no later than 2 hours before the employee’s shift ends. For any employee working 8 or more in a day, the Weston Healthcare Group company will deduct 30 minutes from the employee’s pay for the designated meal break.

Any employee working 5 hours will be entitled to a 15 minute break that must be taken sometime after the first 2 hours of work and no later than 2 hours before the employee’s shift ends.

Employees should coordinate with their supervisors and/or co-workers regarding meal break schedules to maintain adequate coverage at all time.

If an employee chooses to take any additional break with a maximum of 15 minutes, the employee must punch out and punch in on the time clock system. Failure to do so will result in disciplinary action up to and including termination.

If an employee leaves the facility during a lunch break or any other break, the employee must alert his/her immediate supervisor.

6.6 Overtime Pay

This policy applies to “Non-Exempt” employees as defined in section 3.6. Overtime is calculated based on a Sunday thru Saturday workweek.
From time to time, it may be necessary for an employee to perform overtime work in order to complete a job or otherwise fulfill staffing requirements. All overtime MUST BE APPROVED IN ADVANCE by your Vice President of Operations. If an employee submits overtime hours that were not approved in advance by the Vice President of Operations, the employee will be subject to discipline up to and including termination.

If an employee works over 40 hours within a work week, he/she will be paid one and one half times his/her regular hourly wage, unless state or Federal law requires a greater payment.

If, during the payroll week, an employee is away from the job because of taking PTO, these hours will NOT be used in computing eligibility for overtime pay.

6.7 **Error in Pay /Missed Hours**

Payroll is based on the information received through the computer system and if not done properly, may result in payroll errors. If there is a mistake on your paycheck, notify your supervisor as soon as possible. Substantiated errors will be adjusted with the next pay.

If you realize you are missing hours on your paycheck, please contact your supervisor immediately. All missed time will be reviewed for verification by your supervisor and the payroll department. All substantiated missed hours will be paid to an employee the following pay check after the review has been completed. A separate check will not be issued.

6.8 **Staff Development**

It is each employee’s responsibility to fulfill all requirements to maintain his/her professional license in good standing, including but not limited to any and all continuing education requirements. Failure to do so will subject the employee to discipline and may result in immediate termination.

**TIME OFF/LEAVE OF ABSENCE**

7.1 **PTO**

**Definition:** Paid Time Off (PTO) is provided to full-time employees who have completed their 90 day full time introductory period, worked at least 66 hours per pay period and is to be utilized for vacation, personal, sick and holiday time off. PTO **may only be taken in a minimum increment of four (4) hours.**

**Requesting time off:** Employees should submit a Paid Time Off Request Form reflecting any hours and/or days they choose to take as paid time off to their supervisor. The form must be completed for holidays, vacation days, appointments, etc. prior to using any PTO hours. Employees requesting major holidays and/or five
working days or more off must submit this form at least four (4) weeks prior to the dates requested. Please note, a request for a holiday off cannot be guaranteed. If there is an emergency that the employee cannot give a written request in advanced, the employee is to contact his/her immediate supervisor as soon as possible.

The employee’s time off request will then be reviewed and approved/denied by his/her supervisor at the Weston Healthcare Group company. The employee is notified in writing of the decision by the supervisor.

**PTO Calculations:** The Weston Healthcare Group policy is to provide full-time employees (anyone who works 66 hours per pay period for the purpose of accruing PTO) with a certain number of hours to use for vacation, illness, personal reasons, holidays. The PTO time can be used anyway you like. Unless otherwise arranged, the allowable amount of PTO is calculated as follows:

**Office Personnel/Administrative Assistants/Rehab Aides:** Computed at the rate of .0692 for each hour worked.

**OT/COTA/PT/PTA/SLP/SLPA:** Computed at the rate of .0885 for each hour worked.

**RDO/VP/Corporate Office Directors:** Computed at the rate of .1077 for each hour worked.

Overtime is not used when computing accrued paid time off (PTO).

An additional calculation rate of PTO will be increased for every 5 years of full-time service to a Full-Time Employee of a Weston Healthcare Group company. Notwithstanding the foregoing or anything to the contrary contained herein, the maximum amount of PTO days an employee can accrue/earn per year is 33 days (264 hours). 33 days (264 hours) per year is computed at the rate of .13 for each hour worked. PTO will be calculated by full-time anniversary date; PTO can be used from full-time anniversary date to full-time anniversary date.

Each new employee must complete the Introductory Period of ninety (90) days prior to utilizing any PTO. During this probationary time PTO is accruing but cannot yet be used. An employee can start to use their accrued PTO on the ninety-first (91st) day of full-time employment.

Accrued but unused PTO time may not be carried past the employee’s full-time employment anniversary date without following one of the specific options that follow. Upon the employee’s yearly full-time employment anniversary date, the employee may elect one of the following options by completing a Paid Time Off Waiver Form:

- **Cash in your total PTO amount at 50% of your current pay rate;**

  - **OR**

- **Carry over a maximum of 40 hours into the next Full-Time employment anniversary year, with any PTO hours over 40 that are accrued but unused being forfeited (and therefore you will lose that time);**
The Paid Time Off Waiver Form must be submitted to the employee’s Administrator and Human Resource Department before his/her full-time anniversary date. The PTO amount determined to be used is based on the final amount accrued the pay period ending BEFORE the employee’s full-time anniversary date. The employee may use the PTO up to the last day of the pay period in which their full-time anniversary date falls.

This election applies only to current PTO accruals and does not apply to any banked vacation time that may have been carried forward from prior years due to either acquisition or state law.

Please note that if the Human Resource Department does not receive the PTO waiver form before the employee’s full-time anniversary date, any PTO hours over 40 will be forfeited unless otherwise required by state law. If you do not use your time, you will lose it.

**Entering PTO in Payroll:** Up-to-date accrued PTO hours are shown on the employee’s most current pay stub. The Payroll Department will furnish a print-out of all current PTO time from its payroll company and will forward this information every pay period to the respective Vice President of Operations. Any questions regarding PTO can be directed to the Payroll/Human Resource Department.

Human Resources of Weston Healthcare Group reviews all entries on your payroll, including PTO and will verify your entered PTO time if approved and available. It is the responsibility of the employee to enter in his/her own PTO on the payroll website.

If any employee feels that there is a discrepancy in his/her PTO hours, tax deductions or any other payroll issue, please submit the concern in writing with any kind of documentation to the Payroll/Human Resource Department.

**90 Day Full-Time Probationary Period:** If any employee is to terminate or change his/her status to anything other than Full-Time status within his/her 90 day full-time probationary period, all accrued but unused PTO will be forfeited and not paid to the employee unless otherwise required by state law.

**Separation:** Upon separation of employment, all accrued and unused PTO will be forfeited and will not be paid to the employee unless otherwise required by state law. In the event that you fail to return from an approved personal leave of absence (as defined in the Employee Manual), you will forfeit any accrued but unused PTO benefits in existence on the date of your Separation unless otherwise required by state law. If the employee has been terminated during his/her 90 day full-time probationary period, all accrued and unused PTO will be forfeited unless otherwise required by state law. During any notice of separation time given to Weston Healthcare Group, an employee is not permitted to use his/her accrued but unused PTO.

**Change in Status:** If an employee changes status by dropping down to part-time or PRN all accrued but unused PTO will be forfeited and will not be paid to the employee unless otherwise required by state law. If the employee returns back to full-time status within six (6) months, the employee will be able to start to accrue
PTO and use whatever PTO that has been accrued, starting the first of the month following re-hire date. The employee must have had the status of full-time and must have met his/her full-time 90 day probationary period at the time of status change. If those two requirements were not met at the time of status change, an employee will start to accrue PTO at his/her new full-time date and wait until the 91st day of full-time employment to use his/her accrued PTO.

**Six Months Re-hire:** If any employee separates from a Weston Healthcare Group company and is re-hired by that same company within six (6) months of the Separation date, the employee will begin to accrue PTO and use whatever PTO that has been accrued, starting the first of the month following re-hire date. The employee must have had the status of full-time and must have met his/her full-time 90 day probationary period at the time of status change. If those two requirements were not met at the time of Separation, an employee will start to accrue PTO at his/her re-hire date and wait until the 91st day of full-time employment to use his/her accrued PTO.

7.2 **Family and Medical Leave Act (FMLA)**

In general, the Family and Medical Leave Act of 1993 (FMLA) allows eligible employees to take up to 12 work weeks of unpaid, job-protected Family/Medical Leave during any 12 month period for specified family and medical reasons. Weston Healthcare Group maintains a Leave of Absence under Family and Medical Leave Act of 1993 manual which outlines in more complete detail an employee’s eligibility, rights, and processes. Please see the manual, as well as the labor posters in your staff lounge for more information. It is the policy of Weston Healthcare Group to adhere to FMLA and its Federal regulations.

7.3 **Personal Leave of Absence**

It is understood that extraordinary circumstances sometimes necessitate lengthy absences from work. A Weston Healthcare Group company may in its sole discretion grant a full-time employee who has met his/her 90 day probationary period unpaid leave for a personal reason, including medical leave for employees who are not eligible for FMLA leave under the FMLA Manual, but never for taking employment elsewhere or going into business. If you would like to request an unpaid personal leave of absence, such a request should be made directly to your supervisor. Your supervisor will submit your request to the Human Resource Department for final approval. Job performance, absenteeism and departmental requirement will all be taken into consideration before a request is approved. Notwithstanding the foregoing or anything contained to the contrary herein, a personal leave of absence may not be used to extend an employee’s absence under the provisions of the FMLA Policy Manual.

A personal leave of absence may initially be granted for a period not to exceed thirty (30) days. If you are a Full-Time Employee that has accrued but unused PTO at the time of your request for a personal leave of absence and such a request is approved by the Human Resource Department, you must use any accrued but unused PTO to receive payment to the extent applicable during this otherwise unpaid personal leave
of absence. If you are a Full-Time Employee that receives health insurance benefits from a Weston Healthcare Group company your health benefits will continue during this period of time in the same manner (and with the same cost-sharing obligations to you) as if you were providing full-time services. It is Weston Healthcare Group’s policy that while an employee is on any sort of leave of absence (including but not limited to an unpaid personal leave of absence), the employee is not entitled to company non-accumulated “fringe” benefits such as automobile stipends and use of company credit cards.

During your unpaid personal leave of absence, you may make a one (1) time request to extend your initially granted personal leave of absence for a period not to exceed eight (8) weeks from the commencement of the personal leave of absence in the aggregate. If Weston Healthcare Group elects in its sole discretion to extend your leave as aforesaid for more than thirty (30) days (but less than eight (8) weeks from the commencement of the personal leave of absence in the aggregate), Full-Time Employees will no longer continue to receive paid health benefits from Weston Healthcare Group and covered employees will be issued a COBRA notification in this regard as required by applicable federal or state law. Consult your group insurance administrator to determine your insurance coverage during an unpaid leave of absence. Failure to return from a leave at the time agreed will result in immediate termination of employment and forfeiture of any accrued, unused PTO (if any).

7.4 Military Leave of Absence

Weston Healthcare Group is committed to protecting the job rights of employees absent on military leave. In accordance with Federal and state law, it is the company’s policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person’s membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or company policy. If any employee believes that he or she has been subjected to discrimination in violation of company policy, the employee should immediately contact Human Resources.

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military services and funeral honor duty, as well as time spent being examined to determine fitness to perform such services. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

Employees requesting leave for military duty should contact Human Resources to request leave as soon as they are aware of the need for leave. For request forms and detailed information on eligibility, employee rights while on leave and job restoration
upon completion of leave, refer to the policies, procedures and forms or contact Human Resources.

7.5 **Bereavement Leave**

A full-time employee who has completed his/her introductory period will be granted up to three (3) workdays with pay to attend the funeral and take care of personal matters related to the death of a member of the immediate family (i.e., a parent, spouse, spouse’s parent, child, spouse’s child, brother or sister, step-parent, spouse step-parent, step-child, or any member of your extended family living in your home). One (1) day of paid funeral leave will be granted in case of the death of a grandparent or your spouse’s grandparent, and grandchildren.

Pay for funeral leave will be made for actual time lost from work. If the death occurs at a time when work is not scheduled, payment will not be made.

An excused absence for a family death may not be retroactive, postponed or split and must be taken within seven (7) days of the death.

Additional time off may be taken as PTO or as a non-paid work day with the approval of the Vice President of Operations.

If it is suspected that bereavement time is being abused by an employee, the Vice President of Operations may request documentation to support the leave request.

7.6 **Jury Duty**

It is your civic duty as a citizen to report for jury duty whenever called. If you are called for jury duty, we will permit you to take the necessary time off. If you are a full-time employee of a Weston Healthcare Group company, after you have completed your Introductory Period, the Weston Healthcare Group company will reimburse you for the difference between your jury pay and your regular pay, not to exceed eight (8) hours per day, for a maximum of ten (10) business days.

You must notify your Vice President of Operations within seventy-two (72) hours of receipt of the jury summons.

On any day or half-day you are not required to serve, you will be expected to return to work. In order to receive jury duty pay, you must present a statement of jury service and pay to your Vice President of Operations and the Human Resource Department. The court issues these documents and it is your responsibility to secure this paper to receive your pay.

**BENEFITS**

Weston Healthcare Group is interested in the health and well-being of both you and your family. In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits, which will enhance your job satisfaction. For more information
regarding benefits programs, please refer to the company Summary Plan Descriptions and the Plan Summary of Benefit Sheet which are provided to employee upon hire or contact the Human Resource Department.

8.1 Medical/Dental/Vision

Employees of Weston Healthcare Group companies who work a minimum of 30 hours per week consistently, will be eligible to enroll in medical, dental and vision coverage options after they have been employed for 90 days. An employee will be eligible for health coverage the 1st of the month following 90 days of full-time employment. Each Weston Healthcare Group company contributes a portion of the cost of the health and dental insurance. During an employee initial full-time introductory period, the employee’s will be supplied with information regarding the available benefits being offered to them.

Employees must complete the necessary application forms in order to obtain coverage. Once elections are made, elections are fixed for the remainder of the plan year. Life changing events, as defined in the Plan document, allow employees to make midyear changes in coverage consistent with the life changing event. Submission of the life changing event must be reported to the Benefit/Human Resource Department with documentation within 30 days of the life changing event. If notice is not given and proper documentation is not completed and supplied to the Benefit/Human Resource Department, an employee will have to wait until the next benefit open enrollment period to make any changes to the benefit plan. Please contact the Human Resource Department to determine if the life changing event that is occurring qualifies under the Plan document and IRS regulation. If the employee is declining the medical health insurance, a waiver form must be completed with proof of coverage from another carrier.

At the end of each benefit year and during open enrollment, employees may change medical, dental and vision selections for the following benefit year.

Medical/Dental/Vision are pre-taxed deductions that will be taken out of an employee’s paycheck semi-monthly if the employee elects any of these benefits.

COBRA

Any employee who has completed his/her full-time introductory period and has elected Medical and/or Dental and/or Vision coverage and has had a reduction in hours or has separated from employment with a Weston Healthcare Group company is eligible for COBRA benefits based on Federal law. COBRA information and rates will be provided to the employee under separate cover to the employee’s home address on file with the Human Resource Department.

The Human Resource department is available to answer benefit plan questions and assist in enrollment as needed.

8.2 401(k)

Weston Healthcare Group companies offer all full-time, part-time, and PRN employees who are at least 18 years in age and have met their 90 days of service to
participate in the 401(k) plan. The Weston Healthcare Group’s 401(k) plan automatically enrolls an employee in the plan on the 1st pay date of the month following 90 days of employment at 3% of pre-taxed dollars unless the employee notifies the Human Resource Department via enrollment/declination form or otherwise in writing.

The plan that Weston Healthcare Group participates in is a Profit Sharing Plan. Weston Healthcare Group in its sole discretion, may decide to make a contribution to the Profit Sharing Plan annually which would be determined by the company’s profitability.

For more detailed information regarding the 401(k) plan, please contact the Human Resource Department.

8.3 Miscellaneous

Other types of insurances may be offered. Please see the most updated Benefit Summary from the Benefit/Human Resource Department.

EMPLOYEE PERFORMANCE

9.1 Performance Reviews

For full time employees, performance reviews will be conducted on an annual basis, for part-time and PRN employees, performance reviews will be conducted once every two years. The performance review will be discussed, and both the employee and manager will sign the review form to ensure that all strengths, areas for improvement and job goals for the next review period have been clearly communicated. An employee may also be asked to do a self-evaluation before a review meeting. All Performance Review forms will be retained in the employee’s personnel file in the facility and a copy will be sent to the Human Resource Department.

Salary increases are based on company performance and financials and are not guaranteed. A performance review does not always result in an automatic salary increase. The employee’s overall performance and salary level relative to his/her position responsibilities are evaluated to determine if a salary increase would be warranted. Any salary increases must be preapproved by several levels of management and if approved by final level of management, the increase will take effect the pay period after the final approval.

Salary adjustments are occasionally requested or warranted at times other than the employee’s scheduled annual salary reviews. Out-of-cycle salary increase must be preapproved by several levels of management. Human Resources will review all salary increase/adjustment requests to ensure internal equity and compliance with company policies and guidelines.

9.2 Progressive Discipline/Offensives

Every employee has the duty and the responsibility to be aware of and abide by existing rules and policies. Employees also have the responsibility to perform his/her
duties to the best of his/her ability and to the standards as set forth in his/her job
description or as otherwise established.

Weston Healthcare Group supports the use of progressive discipline to address issues
such as poor work performance or misconduct. Our progressive discipline policy is
designed to provide a corrective action process to improve and prevent a recurrence
of undesirable behavior and/or performance issues. Our progressive discipline policy
has been designed consistent with our organization values, Human Resource best
practices and employment laws.

Outlined below are the steps of our progressive disciplinary policy and procedure.
Weston Healthcare Group companies reserve the right to combine or skip steps in this
process depending on the facts of each situation and the nature of the offense. The
level of disciplinary intervention may also vary. Some of the factors that will be
considered are whether the offense is repeated despite coaching, counseling and/or
training; the employee’s work record; and the impact the conduct and performance
issues have on our company and its affiliates.

The following outlines Weston Healthcare Group companies’ progressive discipline
process:

1st offense: Verbal Warning and documented
2nd offense: Written Warning
3rd offense: Final Written Warning and/or Suspension
4th offense: Discharge from employment

A verbal warning is when a supervisor verbally counsels an employee about an issue
of concern, and a written record of the discussion is placed in the employee’s file at
the facility and in the Human Resource Department for future reference.

A written warning will be used for behavior or violations that a supervisor considers
serious or in situations when a verbal warning has not helped change unacceptable
behavior. Written warnings are placed in an employee’s file at the facility and in the
Human Resource Department for future reference. Employees should recognize the
grave nature of the written warning.

A suspension will be used for behavior or violations, whether intentional or
unintentional, that a supervisor deems an immediate threat to the company, residents,
or other staff members as a last resort before termination. This can result in
termination pending corrective actions of the behavior. During the time of
suspension an employee may not be able to work and may or may not receive pay.
The suspension duration will vary depending on circumstance of the violation and
any pending investigation that may have to occur. Any and all documentation
regarding discipline and suspension will be placed in an employee’s file in the
Human Resource Department.

Weston Healthcare Group companies reserve the right to determine the appropriate
level of discipline for any inappropriate conduct, including oral and written warnings,
suspension with or without pay, demotion and discharge.
Occurrences of any of the following violations, because of their seriousness, may result in immediate dismissal without warning.

1. Willful violation of any company rule or any deliberate action that is extreme in nature and is obviously detrimental to Weston Healthcare Group’s efforts to operate profitably.
2. Insubordination or refusing to obey instructions properly issued by your supervisor and or corporate executives pertaining to your work; or refusal to help out on a special assignment.
3. Being intoxicated or under the influence of controlled substance drugs while at work; use of alcohol during hours of service for a Weston Healthcare Group company; or use or possession or sale of controlled substance drugs in any quantity while on company premises except medications prescribed by a physician which do not impair work performance.
4. Threatening, intimidating or coercing fellow employees, patients, residents or family members on or off the premises – at any time, for any purpose. Threats whether real or fabricated will be considered an immediate emergency and will result in immediate dismissal of the employee. Threats made by an employee’s family member and/or friend on the employee’s behalf will be grounds for the employee’s immediate dismissal. Discrimination and Harassment, physical, verbal, gesturing and/or exclusion bullying will not be tolerated.
5. Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on company premises, while on duty at any place of service or when representing Weston Healthcare Group; fighting, or horseplay or provoking a fight on company property; or negligent damage of property; Engaging in an act of sabotage; or willfully or with gross negligence causing the destruction or damage of company property, or the property of fellow employees, residents/patients, customers, vendors, suppliers, or visitors in any manner.
6. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on company property or while on duty at any place of service.
7. Willful violation of security or safety rules or failure to observe safety rules or Weston Healthcare Group safety practices; violation of fire prevention and safety and security; failure to wear required safety equipment; or tampering with Weston Healthcare Group’s equipment or safety equipment.
8. Negligence or any careless action which endangers the life or safety of another person.
9. Transporting a patient in an employee’s personal vehicle.
10. Violation of any and all HIPAA rules.
11. Violating the non-disclosure provisions of this Manual or any agreement that you may have with a Weston Healthcare Group company; giving confidential or proprietary Weston Healthcare Group information to anyone, including but not limited to competitors or other organizations or to unauthorized a Weston Healthcare Group company employee; working for a competing business while an employee of a Weston Healthcare Group company; breach of confidentiality of personnel information; or taking from any location at which you provide services for a Weston Healthcare Group company any information related to any patient or patients treated by a Weston Healthcare Group company, including but not limited to patient charts, files, billing logs and/or any other information related to the resident/patient and/or Weston Healthcare Group company billing for services rendered to such patient.
13. Unauthorized use of any Weston Healthcare Group equipment; Unauthorized use, installation, copying, distribution or destroying computers, computer files, equipment, cell phones, tablets, software and technology; allowing a non-employee access to Weston Healthcare Group equipment without prior authorization of the appropriate supervisor.
14. Accepting financial reimbursement, gratuity, favor, discount, entertainment, hospitality, loan, remuneration or other items having money value or compensation from residents, resident’s family members, and resident’s guests in the course and deliverance of your regular duties.
15. Failure to properly notify your supervisor on duty, and receive approval, that you are leaving the facility on an unscheduled basis.
16. Physical, verbal, emotional or sexual abuse and/or neglect of a patient.
17. Misappropriation of resident’s funds.
18. Theft of Weston Healthcare Group’s property, the property of fellow employees or the property of patients or vendors/suppliers of Weston Healthcare Group; unauthorized possession or removal of any company, patient or vendor/supplier property, including documents, from the premises without prior permission from management; unauthorized use of equipment or property of Weston Healthcare Group or any patient or vendor/supplier for personal reasons; or using equipment or property of Weston Healthcare Group or any patient or vendor/supplier for profit.
19. Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by Weston Healthcare Group; or alteration of Weston Healthcare Group’s records or other company documents.
20. Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; or willfully restricting work output or encouraging others to do the same.
21. Negligent, reckless or intentional actions or omissions resulting in medication error, billing errors or coding errors connected with services rendered to patients of a Weston Healthcare Group company.
22. Immoral and inappropriate conduct or indecency on company property.
23. Conducting a lottery or gambling on company premises.
24. Failing to follow the company’s quality assurance procedures and resident/visitor/staff complaints and incident procedures.

Occurrences of any of the following activities, as well as violations of any rules or policies of Weston Healthcare Group, may be subject to disciplinary action, including possible immediate dismissal. This list is not all-inclusive and, notwithstanding this list, all employees remain employed "at will" unless otherwise specified in a written employment agreement between the employee and a Weston Healthcare Group company or by Federal, state law.

1. Unsatisfactory or careless work; or mistakes due to carelessness or failure to get necessary instructions. Failure to complete paperwork in a timely and accurate manner.
2. Failing to follow the employee code of ethics, the compliance program, departmental policies or any of the company’s other policies and procedures.
3. False accusations of harassment
4. Any act of harassment, sexual, racial or otherwise; telling sexist or racial-type jokes; or making racial or ethnic slurs.
5. Obscene or abusive language; indifference or rudeness; disorderly/antagonistic conduct toward any manager, employee, patient, vendor, suppliers, guests or visitors; on Weston Healthcare Group premises or any place of service of Weston Healthcare Group.
6. Failure to provide a current copy of your Professional License prior to commencement of employment or immediately after renewal of such License and/or failure to notify both your supervisor and Weston Healthcare Group’s Human Resources Department of any action being taken in connection with your professional license, including but not limited to the temporary or permanent loss, termination, suspension or restriction of your license or being placed on probation in connection with your license.
7. Occurring two (2) unscheduled absences during the employee’s introductory period.
8. Failure to immediately report damage to, or an accident involving equipment of Weston Healthcare Group.
9. Failure to report an injury or illness in a timely manner (24 hours after incident).
10. Failure to report any changes to driver’s license or driving record if using personal vehicle for business use of any kind.
11. Failure to maintain a neat and clean appearance. Wearing improper or unsafe clothing; displaying offensive, graphic or hostile tattoos and/or body-piercing; excessive use of jewelry; or wearing large, dangling or protruding earrings or any other jewelry which could hamper safe performance of your job duties or could put others at risk for harm; Creating or contributing to unsanitary conditions.
12. Excessive use of company telephone and/or personal cellular phones/pagers for personal calls during work hours. Employees must ensure personal ringers are silenced prior to the start of the work day. Please utilize your breaks and/or lunch periods for personal business.
13. Posting of financial, confidential, sensitive or proprietary information about the company, its affiliates, residents, clients, employees, or applicants; Posting obscenities, slurs or personal attacks that damage the reputation of the company, its affiliates, residents, clients, employees, or applicants; Posting on social media sites statements or comments that reflect negatively on the company, its affiliates, residents, clients, employees, or applicants.
14. Posting, removing or altering notices on any bulletin board on company property without permission of the Corporate Executives; Soliciting, distributing, and posting of materials on or at company property by any employee or nonemployee without the proper approvals; Soliciting or distributing literature of any kind on company premises; Soliciting and distributing to patients.
15. Sleeping on the job; loitering or loafing during working hours.
16. Unauthorized visits from family or friends of the employee.
17. Working overtime hours that were not approved in advance by your supervisor.
18. Failure to immediately contact your supervisor or Weston Healthcare Group’s Corporate Office (i.e., Vice President of Operations or President or Human Resources) upon notification of any investigation/audit. This notification to Weston Healthcare Group’s Corporate Office MUST BE made prior to speaking on behalf of Weston Healthcare Group to any individual. Failure to cooperate in mandated investigations by Federal, State or local agencies.
19. Failure to attend required annual training and certification as required by Federal, state, local laws and regulation.

9.3 Performance Improvement Plans (PIP)

Whenever an employee demonstrates an inability to perform assigned work responsibilities efficiently, the employee may be given a final warning or placed on a performance improvement plan (PIP). PIP status will last for a predetermined amount of time not to exceed 90 days. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirement as specified by the supervisor and the company and will be evaluated throughout the PIP plan. At the end of the performance improvement period, the PIP may be closed or, if established goals are not met, separation may occur.

SEPARATION OF EMPLOYMENT

10.1 Separation
Any employee of a Weston Healthcare Group company is an employee at will and his/her employment may be terminated with or without cause and with or without notice at any time at the employee’s option or at the option of the company.

10.2 Resignation

Supervisors and licensed therapists are requested to give at least four (4) weeks’ notice of their intention to terminate employment. All other employees are requested to give at least two (2) weeks’ notice when resigning. Any notice of resignation should be in writing specifying the last day of work. During this notice period no PTO will be granted or paid without prior authorization of the Human Resources Department. If an employee provides less notice than required, the employer may deem the individual ineligible for re-hire depending on the circumstances regarding the notice given.

10.3 Job Abandonment

Failure to report for work and use proper call off procedures for two (2) consecutively scheduled days shall be considered a voluntary quit by job abandonment. Effective the end of the employees shift on the second day, the supervisor shall notify the Human Resource Department at the expiration of the second work day and initiate the separation paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for re-hire.

10.4 Retirement

Employees who wish to retire are required to notify the Human Resources Department in writing at least one (1) month before the planned retirement date.
10.5 Termination of Compensation and Benefits

Upon separation of employment, for any reason, employees with accrued PTO balances will be forfeited and not paid to the employee. Health Insurance (Medical, Dental, Vision) terminates the last day of the month of separation. COBRA information will be sent to the employee after separation if COBRA applies. If the employee has the 401(k) benefit, 401(k) distribution paperwork will be sent to the employee after separation.

10.6 Return of Company Property

The separating employee must return all company property at the time of separation, including but not limited to cell phones, keys, electronic devices assigned to them, credit cards, identification cards, uniforms, company vehicles, tools, any assigned equipment belonging to the company, etc.

10.7 Exit Interview

Any employee who separated with the company on his/her own will is encouraged to contact the Human Resource Department as soon as notice is given to schedule an exit interview. The interview will be the employee’s last day of work or another day, as mutually agreed on.

10.8 Year End Tax information

Employees who have separated from a Weston Healthcare Group company should notify the Human Resource Department of any address changes during the calendar year in which the separation occurs so the employee’s tax information will be sent to the proper address.

10.9 Re-hire Process

Former employees who left a Weston Healthcare Group company in good standing and were classified as eligible for rehire may be considered for re-employment. The applicant must meet all qualification and requirements of the position, including any qualifying exam, when required. Supervisors must obtain APPROVAL from the Director of Human Resources prior to re-hiring a former employee.

If an employee is re-hired within 6 months of the separation date, the employee may begin benefits the 1st of the month following date of hire when applicable. The employee must have met his/her introductory period and have had health benefits before the date of separation. Previous tenure will not be considered in calculating longevity, leave accruals or any other benefits.

An applicant or employee who was terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.
11. MISCELLANEOUS

11.1 Parking

Employees will park in designated areas assigned by the facility.

11.2 Personal Property

Weston Healthcare Group is not responsible for personal articles and/or valuables misplaced, damaged or stolen. Weston Healthcare Group reserves the right to periodically inspect lockers, desks, or other employer property without prior notice.
Employee Manual Acknowledgment and Receipt

I have received my copy of the Employee Manual.

The employee manual describes important information about Weston Healthcare Group, and I understand that I should consult my supervisor or Human Resources Department regarding any questions not answered in the handbook. I have entered into my employment relationship with a Weston Healthcare Group company voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or the Weston Healthcare Group company can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable Federal, state, local laws.**

This manual and the policies and procedures contained herein supersede any and all prior handbook, practices, oral or written representations, or statements regarding the terms and conditions of my employment with a Weston Healthcare Group company. By distributing this manual, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

This manual represents a brief summary of some of the more important Weston Healthcare Group policies. Consequently, the manual is not all inclusive.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by my employer, and my employer reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the President, Vice President of Operation or Vice President/Director of Human Resources of the Weston Healthcare Group company has the ability to adopt any revisions to the policies in this manual. **I understand and agree that nothing in the Employee Manual creates, or is intended to create; a promise or representation of continued employment and that employment at a Weston Healthcare Group company is employment at will, which may be terminated at the will of either the Weston Healthcare Group company or me. Furthermore, I acknowledge that this manual is neither a contract of employment nor a legal document.** I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by the Weston Healthcare Group company or myself.

This Employee Manual applies to all personnel working for a Weston Healthcare Group company in any capacity, although some individuals may be excluded or exempted from certain sections of the manual by name, group, department, or hire status.

I have received the manual, and I understand that it is my responsibility to read and comply with the policies contained in this manual and any revisions made to it.

______________________________  ________________________  ________
Employee Signature              Employee Name (Print)       Date

______________________________
Company