

Auburn Westboro Eye Associates

Employee Handbook

April 18, 2021

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Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! We hope that your employment with Auburn Westboro Eye Associates (Michael J. Cohn O.D. PLLC and Suzanne Lucash O.D. PLLC) will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Practice complies with all federal and state employment laws, and this handbook generally reflects those laws. The Practice also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Practice reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

The term supervisor in the handbook refers to either the office manager or the Owners.

If you have questions about your employment or any provisions in this handbook, contact the Owners (Drs. Michael Cohn, Jeffrey Cohn, or Suzanne Lucash).

We wish you success in your employment here at Auburn Westboro Eye Associates!

All the best,

Drs. Jeff Cohn, Michael Cohn, and Dr. Suzanne Lucash, Owners Auburn Westboro Eye Associates

1.2 At-Will Employment

Your employment with Auburn Westboro Eye Associates is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Practice at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Practice document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Owners has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Owners.

If a written contract between you and the Practice is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2.0 Introductory Language and Policies

2.1 Ethics Code

Auburn Westboro Eye Associates will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Practice.

We expect that officers, directors, and employees will not knowingly misrepresent the Practice and will not speak on behalf of the Practice unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Practice or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.2 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Auburn Westboro Eye Associates policies and procedures. The handbook is not a contract. The Practice reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

3.0 Hiring and Orientation Policies

3.1 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Auburn Westboro Eye Associates and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Practice can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.2 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Auburn Westboro Eye Associates. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Practice.

4.0 Wage and Hour Policies

4.1 Attendance

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Supervisor. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Auburn Westboro Eye Associates reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

4.2 Direct Deposit

Auburn Westboro Eye Associates encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask payroll for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check.

4.3 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Auburn Westboro Eye Associates.

4.4 Paycheck Deductions

Auburn Westboro Eye Associates is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, state unemployment taxes, state disability insurance taxes, etc., and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

The Practice will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your Supervisor. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

4.5 Recording Time

Auburn Westboro Eye Associates is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Practice has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Practice time sheets or time clock. Exempt employees may also be required to track days or time worked. Speak with your Supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Practice procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Time sheets and time cards are to be turned in to your Supervisor by Monday morning at 9 am.

If you are required to clock in, you should clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time.

Notify your Supervisor of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to your Supervisor or appropriate department any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

4.6 Use of Employer Credit Cards

All employees in the possession of a credit card issued by Auburn Westboro Eye Associates will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to Practice vehicle use (gas, oil, etc.) under \$100 do not require prior approval. Credit card purchases for vehicle use over \$100 and any other business purchases over \$25 must receive prior approval from your Supervisor.

Submit all sales receipts generated by use of the Practice credit card weekly to your Supervisor. Your Practice credit card may not be used for personal reasons. Use of the Practice credit card is restricted to approved business related expenses.

Any unauthorized purchases made with a credit card issued by the Practice will be the cardholder's responsibility. You must reimburse any such purchase to the Practice within 7 days.

Immediately report lost or stolen Practice cards to your Supervisor. Failure to follow this policy may result in disciplinary action up to and including discharge.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Criminal Activity/Arrests

Auburn Westboro Eye Associates will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Practice, whether on or off Practice property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.2 Exit Interview

You may be asked to participate in an exit interview when you leave Auburn Westboro Eye Associates. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Practice in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.3 Open Door/Conflict Resolution Process

Auburn Westboro Eye Associates strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the

work place to the attention of your Supervisor and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Practice, management, its employees, vendors, customers, or any other persons or entities related to the Practice, bring your concerns to the attention of your Supervisor or Owners at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Supervisor. If you have already brought this matter to the attention of your Supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to the Owners. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.4 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Auburn Westboro Eye Associates is prohibited. The Practice recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Practice should be reported to your Supervisor or the Owners. Failure to adhere to this policy may result in discipline up to and including termination.

5.5 Performance Improvement

Auburn Westboro Eye Associates will make efforts to periodically review your work performance. The performance improvement process will take place as business needs dictate. You may specifically request that your Supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

5.6 Post-Employment References

Auburn Westboro Eye Associates policy is to confirm dates of employment and job title only. With written authorization, the Practice will confirm compensation. Forward any requests for employment verification to Drs. J Cohn, M Cohn, S Lucash.

5.7 Resignation Policy

Auburn Westboro Eye Associates hopes that your employment with the Practice will be a mutually rewarding experience; however, the Practice acknowledges that varying circumstances can cause you to resign employment. The Practice intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The Practice requests that you provide a minimum of two weeks notice of your resignation. Provide a written resignation letter to your Supervisor. If you provide less notice than requested, the Practice may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Practice reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

Final Pay

The Practice will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Practice if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all Practice property at the time of separation such as keys, tools, laptops, and credit cards. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Practice may pursue criminal charges for failure to return Practice property.

5.8 Standards of Conduct

Auburn Westboro Eye Associates wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Practice property (including in Practice vehicles), or on Practice business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Practice or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Practice property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Practice trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Practice or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking is not permitted in or around the property of the practice.
- Working unauthorized overtime.
- Solicitation of fellow employees on Practice premises during working hours.
- Failure to dress according to Practice policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Practice.
- Gambling on Practice premises.
- Lending keys or keycards to Practice property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

6.0 General Policies

6.1 Authorization for Use of Personal Vehicle

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. Auburn Westboro Eye Associates may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Practice.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

6.2 Computer Security and Copying of Software

Software programs purchased and provided by Auburn Westboro Eye Associates are to be used only for creating, researching, and processing materials for Practice use. By using Practice hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Practice policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Practice, or developed by Practice employees or contract personnel on behalf of the Practice, is and will be deemed Practice property. It is the policy of the Practice to respect all computer software rights and to adhere to the terms of all software licenses to which the Practice is a party. The Owner is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Practice to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the Practice must be purchased through the Owner.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Practice.

6.3 Employer Sponsored Social Events

Auburn Westboro Eye Associates holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a Supervisor prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

6.4 Mail Use

You are required to limit usage of the Auburn Westboro Eye Associates mail service to business purposes only. Do not use the Practice postage meter for your personal mail.

6.5 Nonsolicitation/Nondistribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, Auburn Westboro Eye Associates has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your Supervisor.

6.6 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Auburn Westboro Eye Associates. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate conservative attire for the workplace and the work being performed. This may include wearing scrubs. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies. In addition, no scent of cigarette smoke on the employee will be tolerated.

The Practice, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Practice. Contact your Supervisor or the Owners to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.7 Personal Cell Phone/Mobile Device Use

While Auburn Westboro Eye Associates permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If

you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Practice property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Practice policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Practice requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may not connect your personal device to the Practice network or to Practice equipment (computers, printers, etc.).

You may have the opportunity to use your personal devices for work purposes. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.8 Personal Data Changes

It is your obligation to provide Auburn Westboro Eye Associates with your current contact information, including current mailing address and telephone number. Inform the Practice of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Payroll or the appropriate department, or person.

6.9 Security

All employees are responsible for helping to make Auburn Westboro Eye Associates a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Supervisor immediately. Refrain from discussing specifics regarding Practice security systems, alarms, passwords, etc. with those outside of the Practice.

Immediately advise your Supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Practice. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

6.10 Social Media

At Auburn Westboro Eye Associates, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Practice, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Practice.

Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether

associated or affiliated with the Practice, as well as any other form of electronic communication.

Practice principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Practice.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

The Practice cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Practice policy. Your personal posts and social media activity should not reflect upon or refer to the Practice.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Practice.
- Do not create a link from your personal blog, website, or other social networking site to a Practice website that identifies you as speaking on behalf of the Practice.
- Never represent yourself as a spokesperson for the Practice. If the Practice is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Practice. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Practice.

Media Contacts

If you are not authorized to speak on behalf of the Practice, do not speak to the media on behalf of the Practice. Direct all media inquiries for official Practice responses to Human Resources.

Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

6.11 Telephone Use

Auburn Westboro Eye Associates phones are principally for work-related communications. Unless there is an emergency, limit long distance telephone calls to business purposes only. Limit personal use of Practice telephones to brief communications during rest periods where possible. Casual conversation with friends and relatives during working hours is strongly discouraged. Telephone use is subject to the Use of Company Technology Policy.

6.12 Third Party Disclosures

From time to time, Auburn Westboro Eye Associates may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Practice and should refer any call requesting the position of the Practice to the Owners. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the Owners.

6.13 Use of Company Technology

This policy is intended to provide Auburn Westboro Eye Associates employees with the guidelines associated with the use of the Practice information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Practice, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

General Provisions

Practice IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Practice IT resources and communications systems are the property of the Practice. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Practice electronic information and communications systems.

The Practice reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Practice IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Practice will exercise this right periodically, without prior notice and without prior consent.

The interests of the Practice in monitoring and intercepting data include, but are not limited to: protection of Practice trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting

employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Practice IT resources and communications systems.

Do not use Practice IT resources and communications systems for any matter that you would like to be kept private or confidential.

Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Practice will also advise law enforcement officials of any illegal conduct.

6.14 Workplace Privacy and Right to Inspect

Auburn Westboro Eye Associates property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Practice and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Practice premises including that kept in lockers and desks.

7.0 Benefits

7.1 401(k) Plan

Eligible employees (as determined by the terms of the plan) may participate in the Auburn Westboro Eye Associates 401(k) plan. The Practice provides for employee pre-tax deferral contributions and after tax Roth contributions. Refer to your Summary Plan Description (SPD) for specifics.

Contact The Owners of the practice or paychex directly to find out if you are eligible to participate in the Practice 401(k) plan. The Practice is required to let you know if you are eligible.

This benefit, as well as other benefits, may be canceled or changed at the discretion of the Practice, unless otherwise required by law.

7.2 Exempt Personnel

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Supervisor for clarification.

7.3 Holidays

Auburn Westboro Eye Associates offers the following paid holidays each year:

New Year's Day, Christmas Day, Thanksgiving, July 4th, Memorial Day, and Labor Day.

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday. Paid time for holidays is based on the time normally scheduled to work that day.

If a holiday falls on your regular day off, ask your Supervisor how it affects you.

You will be compensated for holidays in accordance with federal and state law.

7.4 Nonexempt Personnel

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Supervisor for clarification.

7.5 Regular Full-Time Personnel

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work more than 33 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at Auburn Westboro Eye Associates are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

7.6 Regular Part-Time Personnel

All employees who work fewer than 33 hours per week are considered part time. Part-time employees are not eligible for Auburn Westboro Eye Associates benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

7.7 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by Auburn Westboro Eye Associates and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Practice.

7.8 Vacation

Eligibility

All full-time employees working 33 hours or more per week are eligible to receive paid vacation time.

Deposits Into Your Leave Account

Vacation is calculated according to your work anniversary year. Any exceptions to this policy will be given individual consideration and must be documented in writing and acknowledged by the employee and the owners/doctors.

The amount of vacation received each year is based on your length of service and accrues on a monthly basis determined by the Practice up to a maximum annual grant as shown below:

-
- Accruals commence after 90 days of employment: 1 week annually - based on regularly scheduled hours per week.
- After one full year of employment and thereafter: 2 weeks annually -based on regularly scheduled hours per week.

Leave Usage and Requests for Leave

Practice encourages you to use your vacation time.

You must request vacation from your Supervisor as far in advance as possible, but at least 2 weeks in advance. The Practice will generally grant requests for vacation when possible, taking business needs into consideration. When multiple employees request the same time off, seniority may determine priority in scheduling vacation times.

You must take vacation in increments of at least 4 hour (1/2 day) increments.

During a Leave of Absence

Practice may require you to use any unused vacation during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

Carryover

You may not carry over unused vacation to the following year. Any unused vacation will be forfeited on or about your anniversary date.

Separation of Employment

Upon separation of employment for any reason, you will be paid for accrued but unused vacation time.

7.9 Vision Benefit

A) After 3 months of employment, every employee shall be allowed up to 300 dollars per year of wholesale invoiced cost towards eyeglasses, contacts or sunglasses. All wholesale invoiced costs above 300 dollars shall be payable by employees at the invoiced price. Employees may choose to use this benefit for spouse or dependent children. There will be no charge for eye exams or contact lens exams. Benefits cannot be rolled over to the next year.

B) Contact lens samples are for the benefit of patients and doctor evaluations. Employees shall refrain from obtaining contact samples except in urgent situations.

C) Spouse and dependent children:

a. If the wholesale benefit were to be used (benefit A), then any remaining balance would be discounted by 40% off retail price of all glasses and 10% off contacts.

b. There will be no charge for eye exams or contact lens evaluations including routine ultrawide retinal photography.

D) Employees, spouses, and dependent children with vision plans shall use the 300 dollar wholesale benefit mentioned above toward any plan formulated overage charges and any unused benefit can be used toward another pair of glasses or contacts.

Spouses and dependent children with vision plans shall be given eye exams and contact lens exams with no co pay charges. Balances on eyeglasses only shall be allowed an additional 10% discount.

7.10 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Auburn Westboro Eye Associates, no matter how slightly, you are to report the incident immediately to your Supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

7.11 Military Leave (USERRA)

Auburn Westboro Eye Associates complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to your Supervisor or appropriate department. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact your Supervisor or appropriate department.

8.0 Safety and Loss Prevention

8.1 Business Closure and Emergencies

Auburn Westboro Eye Associates recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

When there is a state of emergency and a snow day is declared staff will be compensated for up to one snow day per winter. For all other snow related absences there will be no compensation unless vacation time is used.

Company Closure

Examples of emergencies when the Practice may close include, but are not limited to snow or power outages.

Notification

In an emergency, the Practice will make every effort to notify you of the closing by phone, text or email. These notification efforts assume that you have access to electricity and internet and/or phone service.

When the Practice is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation. In a regional power outage, for example, the Practice is likely to have no power. If there is reported flash flooding in your area, report to work only if you can make it safely.

Partial-Day Closure

If an emergency event such as inclement weather or a power outage occurs, the Practice may decide to close mid-day. When the Practice closes mid-day, you will be instructed to leave immediately so that the conditions do not further deteriorate and affect your ability to travel safely.

If you are exempt and are working at home with prior permission, or at the office on the day of the partial day closure, you will be paid your normal salary for the week. If you are nonexempt, you will be paid for the hours you worked, unless state law dictates otherwise.

Notified of Closure Prior to Reporting to Work

If you are nonexempt and are notified of a closure prior to reporting to work, you will not be paid during the closure, unless state law dictates otherwise. If you are exempt, you will be paid your normal salary for the week.

Benefits Coverage

Your health insurance coverage will be maintained by the Practice during the closure on the same basis as if you were still working.

Extending Leave

When the Practice closure ends, you are expected to report to work. Contact your Supervisor if you cannot return to work at the end of the closure. The Practice recognizes that you may need additional time off to repair extensive home damage or for other emergency situations. These will be assessed on a case-by-case basis.

If You Cannot Get to Work

Unique circumstances may affect your ability to come to work even when the Practice is able to remain open. The Practice recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact your Supervisor, by any method possible.

Time missed under circumstances where the Practice remains open and you are unable to report to work is to be used as vacation time, personal time, or is unpaid.

8.2 Drug and Alcohol Policy

Auburn Westboro Eye Associates is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Practice to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The Practice expressly prohibits employees from engaging in the following activities when they are on duty or conducting Practice business or on Practice premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Practice does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Practice Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

8.3 General Safety

It is the responsibility of all Auburn Westboro Eye Associates employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Practice health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Practice also requires that all occupational illnesses or injuries be reported to your Supervisor as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

8.4 Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Auburn Westboro Eye Associates, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Practice has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Practice property or while performing Practice business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Supervisor, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your Supervisor or appropriate department.

9.0 Customer Relations

9.1 Customer, Client, and Visitor Relations

Auburn Westboro Eye Associates strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are

expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your Supervisor immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Supervisor or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Practice as a leader in its field.

9.2 Products and Services Knowledge

As a representative of Auburn Westboro Eye Associates, you are expected to be familiar with the products and services we offer. Take every opportunity to learn the interrelationship between your department or division and the others of the Practice. We consider our employees to be the best reflection of our business brand and company success.

Massachusetts Policies

Hiring and Orientation Policies

Disability Accommodation

Auburn Westboro Eye Associates complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including pregnancy, childbirth, and related medical conditions, such as lactation or the need to express milk for a nursing child. Consistent with this commitment, the Practice will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

Where an individual is suffering from a pregnancy-related disability or condition, reasonable accommodation may include, but is not limited to:

- More frequent or longer paid or unpaid breaks;
- Time off to attend to a pregnancy complication or recover from childbirth with or without pay;
- Acquisition or modification of equipment or seating;
- Temporary transfer to a less strenuous or hazardous position;
- Job restructuring;
- Light duty;
- Private non-bathroom space for expressing breast milk;
- Assistance with manual labor; or
- A modified work schedule.

If you require an accommodation because of your disability (even if you can perform the essential functions of the job with some difficulty), it is your responsibility to notify your Supervisor. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Practice will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Practice in connection with a request for accommodation will be treated as confidential.

The Practice encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Practice is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Practice.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Practice will not discriminate or retaliate against employees for requesting an accommodation.

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Auburn Westboro Eye Associates is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws. The Practice is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Practice will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Practice will take appropriate corrective action, if and where warranted. The Practice prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy. We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

Auburn Westboro Eye Associates has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- Submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- Such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Practice or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify one of the Owners of the practice.

The Practice prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Practice determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Practice may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Practice will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

State and Federal Remedies

In addition to the Practice reporting process, if you believe you have been subjected to harassment, you may file a formal complaint with either or both of the government agencies listed here. Using the Practice complaint process does not prohibit you from filing a complaint with these agencies. Note that claims must be filed with the Equal Employment Opportunity Commission (EEOC) and the Massachusetts Commission Against Discrimination (MCAD) within 300 days.

EEOC Boston Office Address: John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203 Phone: 800-669-4000 Fax: 617-565-3196 TTY: 800-669-6820 ASL Video Phone: 844-234-5122 Website: <https://publicportal.eeoc.gov/portal/>

MCAD Address: 1 Ashburton Place, Suite 601, Boston, MA 02108 Phone: 617-994-6000 TTY: 617-994-6196 Alternative Languages: 617-994-6196 Email: mcad@mass.gov Fax: 617-994-6024

Pregnant Workers Fairness Act Notice

The Massachusetts Pregnant Workers Fairness Act prohibits discrimination against employees due to pregnancy or conditions related to pregnancy. The law also requires employers to provide reasonable accommodations to employees who are pregnant or have a condition related to pregnancy. Conditions

related to pregnancy include, but are not limited to, morning sickness, lactation, or the need to express breast milk.

The procedures for requesting an accommodation are described in the Massachusetts Disability Accommodation policy.

Religious Accommodation

Auburn Westboro Eye Associates is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Practice dress code or the individual's schedule, basic job duties, or other aspects of employment. The Practice will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Practice question the validity of a person's belief.

If you request an absence to observe a holy day, you must provide the Practice with at least 10 days' notice. The Practice may require you to make up the time lost.

If you require a religious accommodation, speak with your Supervisor or Owners of the practice.

Wage and Hour Policies

Accommodations for Nursing Mothers

Auburn Westboro Eye Associates will provide nursing mothers reasonable unpaid break time to express milk for their nursing child(ren).

If you are nursing, the Practice will provide you a private room, other than a restroom, to express milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room or other location, or in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

You are encouraged to discuss the length and frequency of these breaks with your Supervisor.

Meal and Rest Periods

Auburn Westboro Eye Associates strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. The practice provides a 20 minute paid meal break. This can also be taken in 2 - 10 min paid breaks. Under MA law, no employee may be required to work for more than six hours during a calendar day without making available a 30 minute unpaid meal break. Please notify your manager if you would prefer a 30 minute unpaid meal break instead of the 20 minute paid meal break.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Supervisor.

At certain times Auburn Westboro Eye Associates may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to

and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Auburn Westboro Eye Associates, the standard pay period is biweekly for all employees. Pay dates are Wednesday. If a pay date falls on a holiday, you will be paid on the preceding workday.

Review your paycheck for accuracy. If you find an issue, report it to your Supervisor immediately.

Performance, Discipline, Layoff, and Termination

Disciplinary Process

Violation of Auburn Westboro Eye Associates policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Practice encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Practice is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then may provide one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Practice is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

Benefits

Paid Family and Medical Leave

Auburn Westboro Eye Associates provides time off to eligible employees who qualify for paid family and medical leave (PFML) benefits under Massachusetts law. PFML benefits are funded through a state tax.

Eligibility

To be eligible for PFML, you must work in Massachusetts and meet the financial eligibility requirements for unemployment benefits under Massachusetts law at the time of your requested leave.

Reasons for Leave

Beginning January 1, 2021, PFML may be taken for the following reasons:

- The birth of a child, adoption of a child, or foster care placement of a child with you (Family Leave).
- To care for your own serious health condition (Medical Leave).
- To care for a family member who is a covered service member (Family Leave).
- For a qualifying exigency related to a family member who is on active duty or has been notified of an impending call or order to active duty in the armed forces (Family Leave).

Beginning July 1, 2021, PFML may be taken to care for a family member with a serious health condition (Medical Leave).

Family member means your spouse, domestic partner, child, parent, or parent of your spouse or domestic partner; a person who stood in loco parentis to you when you were a minor child; or your grandchild, grandparent, or sibling.

Covered service member means:

- A member of the armed forces, including a member of the National Guard or Reserves, who is:
 - o Undergoing medical treatment, recuperation, or therapy;
 - o Otherwise in outpatient status; or
 - o Is otherwise on the temporary disability retired list for a serious injury or illness that was incurred by the member in the line of duty on active duty in the armed forces, or a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed forces; **or**
- A former member of the armed forces, including a former member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy for:
 - o A serious injury or illness that was incurred by the member in line of duty on active duty in the armed forces; or
 - o A serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the armed forces and manifested before or after the member was discharged or released from service.

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical facility, or continuing treatment by a health care provider. To qualify as "continuing treatment," the patient must either be incapacitated for more than three consecutive full calendar days, incapacitated due to pregnancy or prenatal care, or incapacitated due to a chronic serious health condition that requires periodic treatment and continues over an extended period of time.

Leave Usage

Beginning January 1, 2021, eligible employees may take up to 26 total weeks total of family and medical leave. Individually, the law provides:

- Up to 12 weeks of paid family leave in a leave year:
 - o For the birth, adoption, or foster care placement of a child; or
 - o Due to a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the armed forces.
- Up to 20 weeks of paid medical leave in a leave year for a serious health condition that causes you to be unable to perform the functions of your position.
- Up to 26 weeks of paid family leave in a leave year to care for a family member who is a covered service member undergoing medical treatment or otherwise addressing the consequences of a serious health condition relating to the family member's military service.

Beginning July 1, 2021, eligible employees may also take up to 12 weeks of paid family leave in a leave year to care for a family member with a serious health condition.

For purposes of this policy, the leave year is the consecutive 52-week period beginning on the Sunday immediately before the first day that you take family or medical leave.

Intermittent Leave

If medically necessary, you may take PFML intermittently or on a reduced schedule basis:

- To care for your own, a family member's, or a covered service member's, serious health condition.
- Because of a qualifying exigency related to your family member who is on active duty or has been notified of an impending call or order to active duty.

If leave is taken for the birth, adoption, or placement of a child, you may only take leave intermittently or on a reduced schedule basis if you and the Practice agree.

Interaction with Other Laws

PFML will run concurrently with any leave for which you may be eligible under the federal Family and Medical Leave Act (FMLA) and the Massachusetts Parental Leave Act (MPLA).

Notice

Where the need for leave is foreseeable at least 30 days in advance, you must provide at least 30 days' written notice. If the need for leave is not foreseeable at least 30 days in advance, you must give notice as soon as practical under the circumstances.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to a planned medical treatment, you must consult with the Practice in advance of your application for benefits and make a reasonable effort to schedule treatment so as to not unduly disrupt the Practice's operations, subject to the approval of your health care provider.

Failure to provide appropriate notice may result in the delay or denial of leave, where consistent with Massachusetts law.

Claims

To obtain PFML benefits, you must file an application for benefits with the Massachusetts Department of Family and Medical Leave (DFML). You must provide notice to the Practice prior to filing your application for benefits with the DFML. The DFML will accept an application up to 60 days prior to the anticipated leave start date. All applications must be supported by a certification showing that the leave is for a qualifying reason. Applications and other forms are available from the DFML website (<https://www.mass.gov/guides/what-is-paid-family-and-medical-leave#-how-can-i-apply-for-paid-leave-massachusetts-benefits?>). You should be notified by the DFML of the approval or denial of your application within 14 calendar days.

Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required to provide medical certification that you are fit to resume work. You will not be permitted to resume work until certification is provided.

Continuation of Health Benefits

If the Practice provides you with health benefits under a group health plan, the Practice will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken PFML. If you use paid time off to cover part or all of PFML leave, the employee portion of any premiums will continue to be paid through payroll deductions. If you are not using paid time off to cover part or all of PFML leave, you will be responsible for remitting your portion of health premiums to the Practice in order to ensure continuation of benefits.

Reinstatement

Upon return from covered PFML, you will be reinstated to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit and seniority credit as of the date of leave. However, the Practice reserves the right to deny reinstatement if other employees of equal length of service credit and status in the same or equivalent positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of leave.

Benefit Amount

An employee's weekly PFML benefits are calculated and provided by the Family and Employment Security Trust Fund. No family or medical leave benefits are payable during the first seven calendar days of an approved initial claim for benefits, and this initial waiting period will count against the total available period of leave in a benefit year. Where the approved claim involves leave on an intermittent or reduced leave

schedule, the wait period will be seven consecutive calendar days, not the total accumulation of seven days of leave.

Substitution of Accrued Paid Leave

Employees or covered individuals who are approved for paid leave benefits may choose to use accrued paid time off rather than receive a paid benefit under the PFML regulations. Employees or covered individuals may not be compensated with PFML benefits for any period of time for which they received compensation through the use of accrued paid leave. The use of paid time off will run concurrently with the leave period provided under PFML.

Retaliation

The Practice will not retaliate against employees who request or take PFML in accordance with this policy.

Crime Victim and Witness Leave

Occasionally, employees may be the victim of a crime or legally compelled to attend a judicial proceeding as a witness. In these circumstances, employees may take unpaid leave to:

- Respond to a subpoena to appear as a witness in any criminal proceeding;
- Attend a court proceeding or participate in a police investigation related to a criminal case in which they are a witness or a crime victim (or a deceased family member was a victim);
- Attend or participate in a court proceeding related to a civil case in which they are a victim of family violence; or
- Obtain a restraining or protective order on their own behalf.

If you need to take leave under this policy, notify your Supervisor as soon as possible. You may be required to provide documentation supporting such leave.

This policy does not apply to employees who have committed or are alleged to have committed a crime.

The Practice will not retaliate against employees who request or take leave in accordance with this policy.

Jury Duty Leave

Auburn Westboro Eye Associates encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Supervisor as soon as possible to make scheduling arrangements.

You will be paid your regular wages for the first three days of juror service or any part thereof. For any additional days, time spent on jury duty will be unpaid. You may opt to use vacation in place of unpaid leave.

The Practice reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Practice will not retaliate against employees who request or take leave in accordance with this policy.

Paid Sick Leave (Accrual Method)

Auburn Westboro Eye Associates provides paid sick leave to eligible employees in accordance with the Massachusetts Earned Sick Time Law.

Eligibility

All employees whose primary place of employment is Massachusetts are eligible for sick leave.

Reasons for Leave

Sick leave may be taken for the following reasons:

- To care for your own or a family member's physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care.
- To attend your own or a family member's medical appointments.
- To address the physical, legal, or psychological effects of domestic violence inflicted on you or your child.
- An employee may elect to convert a sick leave day into a personal day with prior approval of the Practice, up to three (3) days.

Family member means:

- Your child (including a biological, adopted, foster, or step child; legal ward; or person for whom you have assumed parental responsibilities).
- Your spouse.
- You or your spouse's parents (including a biological, adoptive, foster, or step parent, or any person who assumed parental responsibilities over you or your spouse as a child).

Accrual and Usage

Eligible employees accrue one hour of sick leave for every 30 hours worked per leave year, up to a maximum of 40 hours. New employees begin accruing sick leave on their first day of employment. For purposes of this policy, the leave year is the anniversary year from an employee hire date. If you are classified as exempt, you are presumed to work 40 hours per week, unless you are normally scheduled to work fewer than 40 hours, in which case sick leave accrues based on your normal schedule.

You may use up to 40 hours of sick leave per leave year, and you may begin using sick leave on your 90th calendar day of employment. The smallest amount of sick leave you may take is one hour. You may carry over up to 40 hours of unused sick leave to the following leave year.

Notice

If the need for leave is foreseeable, you must make a good faith effort to provide advance notice. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

Documentation

The Practice may require you to submit documentation to support your use of sick leave if your absence:

- Exceeds 24 consecutively scheduled work hours or three consecutive days on which you are scheduled to work;
- Occurs within two weeks prior to your final scheduled day of work (except in the case of temporary employees); or
- Occurs after four unforeseeable and undocumented absences within a three-month period.

Any reasonable documentation signed by a health care provider indicating the need for sick leave for personal illness, the illness of a family member, or a routine medical examination for you or your family member will be acceptable.

Required documentation must be submitted within seven days of the absence. Additional time will be allowed if good cause can be shown.

Payment upon Termination

You will not be paid for any unused sick leave when your employment ends.

Interaction with Other Leave

Sick leave will run concurrently with other types of leave where permitted under applicable law.

You may choose to use, or the Practice may require you to use, paid sick leave to receive pay when taking other statutorily-authorized leave that would otherwise be unpaid.

Retaliation

The Practice will not retaliate against employees who request or take leave in accordance with this policy.

Parental Leave

Auburn Westboro Eye Associates provides up to eight weeks of unpaid leave in a 12-month period to employees for the birth or adoption of a child. You must work full time and have three consecutive months of employment with the Practice to qualify for this leave.

You must provide at least two weeks' notice of the anticipated date of departure and the date you intend to return, or provide notice as soon as practicable if there are reasons beyond your control.

You will be placed in your original job or an equivalent job with equivalent pay and benefits upon return from leave. You will not lose any benefits that accrued before leave was taken.

Federal FMLA leave and Massachusetts parental leave run concurrently and cannot be used consecutively if leave is covered under both laws.

The Practice will not retaliate against employees who request or take leave in accordance with this policy.

Safety and Loss Prevention

Workplace Smoking

Auburn Westboro Eye Associates is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Practice and a safe, productive, and pleasant workplace.

Drs. Jeff Cohn, Michael Cohn, and Dr. Suzanne Lucash, Owners

Auburn Westboro Eye Associates

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Auburn Westboro Eye Associates Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Practice has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the President of the Practice. I also understand that any delay or failure by the Practice to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Practice or affect the right of the Practice to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Practice representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Practice representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Auburn Westboro Eye Associates.

If I have any questions about the content or interpretation of this handbook, I will contact Office Manager.

Signature

Date

Print Name