

Employee Handbook

(The following policies supersedes all other policies prior to 2/22/2010)

WORKING HOURS AND OVERTIME: The working hours usually begin at 8:00 each morning, Monday through Friday and possibly Saturdays. You should be on time and ready to begin receiving patients at this time. A lunch hour will be allowed. The actual time of this lunch break may depend on the patient flow for any particular day. Workdays should end by 5:00 - 5:15 p.m.

It is the policy of Columbus Eye Associates and Columbus Optical to plan, organize, and schedule its employees so that overtime work is held to only, that which is absolutely necessary. In unavoidable circumstances, such as emergencies or peak workload periods, non-exempt classified employees will be compensated for overtime work in accordance with this policy and its related procedures. In such circumstances, the Owners or the Administrator of Columbus Eye Associates and Columbus Optical is responsible for planning such staffing as necessary to minimize overtime work.

All overtime work must be authorized in advance by the Owners or the Administrator of Columbus Eye Associates and Columbus Optical. Employees are not authorized to make unilateral decisions to work overtime. Working unauthorized overtime or refusal to work overtime as directed may subject the employee to disciplinary action up to and including termination of employment. All non-exempt classified employees required to work in excess of 40 hours in a work week which begins each Saturday at 12:01 a.m., shall be compensated for such overtime by receiving pay for overtime at the rate equal to one and one-half times the employee's regular rate of pay. Overtime hours are computed on hours worked.

No aspect of this policy and its related procedures shall be used to discriminate against any individual or group of employees because of the employee's race, sex, age, color, religion, disability or veteran status, sexual orientation, or as retaliation for filing or assisting with a grievance or complaint or exercising entitlement to free speech.

PROBATIONARY PERIOD: A probationary period of 90 days is established for all new employees. At the end of 90 days, an evaluation conference will be conducted. During the probationary period either the clinic or the employee may terminate the employment for any reason. An exception would be if an employee from Columbus Optical has completed their probationary period, terminates Columbus Optical but transfers employment over to Columbus Eye Associates or vice versa.

COMPENSATION: An employee's salary is based on 26 pay periods per year. No employee is permitted to draw on his/her salary or his/her check in advance of regular payday. Each employee shall be evaluated on an annual basis. Merit increases may be awarded to employees who demonstrate increasing ability, loyalty, favorable attitude toward their work and fellow employees, dependability, and strong customer/patient services. Increases in compensation are not guaranteed and shall depend on the profitability of the clinic as well as prevailing salary analysis for each position within the clinic. Bonuses may also be given from time to time based on employee performance and overall financial standing of the optical shop.

GENERAL APPEARANCE: All employees are required to wear scrubs (top and bottom), a lab jacket and a name tag approved by Columbus Eye Associates and Columbus Optical. Employees who work an average of 24 hours per week or 1,248 hours per year during 26 pay periods qualify for an annual allowance up to five scrubs and one lab jacket every 12 months. Employees who work less than an average of 24 hours per week or 1,248 hours per year during 26 pay periods qualify for an annual allowance of one scrub every 12 months. All scrubs and lab jackets must be the same color but can be a different style. All employees are required to follow the scrub color schedule for each day of the week. If an employee terminates their employment before 12 months of being reimbursed their annual allowance the employee will be

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responsible for reimbursing Columbus Eye Associates or Columbus Optical the annual allowance.

JOB PRIORITY: The first and foremost priority of every position is customer respect and service. Patient needs and concerns shall always come before all else. Paperwork can always wait if a patient is on the phone or in the clinic in person and needs assistance. Patients should be expected to wait a minimum amount of time when they come to the clinic. Every effort should be made to keep patients moving quickly and efficiently through the clinic, without making the patient feel that they were rushed and did not get their money's worth from the visit. There will be times when accommodating a patient may mean inconveniencing yourself. If ever in doubt as to how to handle a situation, ask the business manager how to proceed.

HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day or Columbus Day, Thanksgiving Day and the Day After, Christmas Eve, and Christmas Day are considered Holidays. All employees who are normally scheduled to work on a Holiday will be paid their normal working hours. If a Holiday falls on a Saturday or Sunday employees will receive a Lost Holiday Benefit the following Monday. Lost Holiday Benefits are based on employment status, number of hours worked and length of service. Employees who have completed 12 months of continuous employment, and who work an average of 24 hours per week or 1,248 hours per year during 26 pay periods will earn up to 8 hours of a Lost Holiday Benefit.

SUPERVISION: Employees shall be under the direct supervision of the business manager; and their direct supervisor. Employees shall also be under the indirect supervision of all owners or partners.

CONTINUING EDUCATION: Employees may attend continuing education from time to time as deemed necessary. Any specialized certification and/or training will be taken into account when considering salary increases. All Ophthalmic Technicians are encouraged to obtain a COA (Certified Ophthalmic Assistant) certification within 2 years of employment with Columbus Eye Associates and all Opticians are encouraged to obtain an ABO (American Board of Opticianry) certification within 2 years of employment with Columbus Optical. Columbus Eye Associates and Columbus Optical may assist with some of the costs associated with continuing education.

CONFIDENTIALITY: No employees shall disclose to anyone outside of the clinic, either during or after employment, any confidential information or material concerning the clinic and/or its patients. All medical information regarding our patients shall be treated with complete confidentiality. Discretion should be used when discussing any patient's medical information at all times. Financial information concerning our patient's and/or their account balances shall also be treated with strict confidentiality. And, information regarding other employees and/or personnel matters of the clinic should not be discussed outside the clinic. Sharing payroll information between staff members is considered grounds for immediate dismissal.

VACATION BENEFITS: Employees who work an average of 24 hours per week or work 1,248 hours per year during 26 pay periods will earn vacation benefits. Vacation benefits are based on employment status, number of hours worked and length of service. Employees are entitled to 80 hours of paid vacation leave after an employee has completed 12 months of continuous employment, and has worked a minimum of 1,872 hours during 26 pay periods of their benefit period. Vacation benefits are prorated if an employee works less than 1,872 hours during 26 pay periods of their benefit period. Employees who have completed 60 months of continuous employment, and have worked a minimum of 1,872 hours during 26 pay periods of their benefit period are entitled to 120 hours of vacation leave. Employees are encouraged to schedule vacation time to coincide with a time when one of the physicians is scheduled to be off work. Selections of vacation time will be given on a basis of seniority, in case two or more employees desire to take vacation during the same

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time. Vacation time will not accumulate from benefit period to benefit period. Upon termination, an employee will be paid their unused vacation benefits. Vacation benefits can only be earned when an employee has completed 12 months of continuous employment during their benefit period. Therefore, if an employee terminates before they have completed 12 months of continuous employment during their benefit period; no vacation benefits will be earned.

SICK BENEFITS: Employees who work an average of 24 hours per week or work 1,248 hours per year during 26 pay periods will earn sick benefits. Sick benefits are based on employment status and number of hours worked. Employees are entitled to 80 hours/10 days of paid sick leave after an employee has completed one (1) year of continuous employment, and have worked a minimum of 1,872 hours during 26 pay periods. Sick benefits are prorated if an employee works less than 1,872 hours during 26 pay periods. Sick leave may be granted due to illness, or illness of an immediate family member. Immediate family is your spouse, your children, your mother and father. A year is defined as the employee's benefit period. Leaves of absences may be granted up to 6 (six) weeks without pay for lengthy illnesses and/or family leave, provided the employee returns to work within 6 (six) weeks. Leave of absences approved before September 1, 2004 and scheduled to take place after September 1, 2004 will be granted up to 12 (twelve) weeks without pay for lengthy illnesses and/or family leave, provided the employee returns to work within 12 (twelve) weeks. Employees will not lose retirement benefits, health insurance benefits or seniority and will be given their same position upon returning. If an employee does not return from their leave of absence, their employment termination date will be based on the date they left. Special exceptions to these policies may be considered. Sick time not used at the end of the benefit period will be put into the employee's sick bank. Employees can earn and keep up to 40 hour of sick time in their sick bank all other hours not used will be forfeited. All other benefits must be used before sick bank hours can be used. Upon termination all sick benefits earned but unused will be forfeited. Sick benefits can only be earned when an employee has completed 12 months of continuous employment during their benefit period. Therefore, if an employee terminates before they have completed 12 months of continuous employment during their benefit period; no sick benefits will be earned.

PERSONAL DAY BENEFIT: Employees who work an average of 24 hours per week or work 1,248 hours per year during 26 pay periods will earn personal benefits. Employees employed for one year or more are entitled to one (1) day of paid personal leave per year. A year is defined as the employee's benefit period. This day may be used as one full day or two half days and must be approved in advance. Personal day benefits are prorated if an employee works less than 1,872 hours during 26 pay periods. Upon termination, an employee will be paid their unused personal benefits. Personal benefits can only be earned when an employee has completed 12 months of continuous employment during their benefit period. Therefore, if an employee terminates before they have completed 12 months of continuous employment during their benefit period; no personal benefits will be earned.

TRAVEL DAY BENEFIT: Employees who begin work at one office and then travel and work at another office, a spilt day, will earn two (2) travel day benefits. In addition, employees are to clock in before going to the other office so that their travel time going to the other office is accounted for. Ophthalmic Technicians are responsible for couriering (transporting) the Columbus Eye Associates and Columbus Optical boxes to and from each office. The technician that transports the boxes will receive one (1) travel day benefit for taking the boxes and one (1) travel day benefit for returning the boxes. Although technicians are responsible for couriering the boxes, a technician can make arrangements with another employee to transport the boxes and pass on the travel day benefits to that employee. Note: Employees who split their workday and courier to and from both offices will receive a maximum of three (3) travel day benefits. Two (2) travel day benefits and one (1) courier benefit. Once an employee has earned 18 travel day benefits, employees are to turn in their travel day benefit form and they will be paid for four (4) hours at their current hourly rate on their next pay check.

JURY DUTY BENEFIT: If called for jury duty, an employee will be paid up to 8 hours per day at their base rate of pay,

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less jury pay, for each scheduled workday which he or she is required to spend at court. The employee can be paid up to a maximum of five days of jury duty. A jury duty slip must be provided to receive payment.

REQUIRED MEETINGS: Employees may receive Travel Day Benefits for attending a required meeting. Example: An Employee begins work at office A and then travels to office B for a required meeting. The Employee would stay clocked in while driving from office A to office B, therefore getting paid for driving. The Employee would clock out at office B after the meeting. In addition, the Employee would receive two (2) travel day benefits for a split day.

REQUEST FOR LEAVE: A "Leave Request Form" must be completed and submitted your supervisor at any time an employee requests time off from work. Vacation requests should be submitted 2 weeks prior to the scheduled vacation. Personal business and sick leave requests should be submitted in advance if possible. If not, they should be submitted the day the employee returns to work. It is expected that the supervisor be informed as soon as possible of any unexpected need to be absent, illness, emergency, etc. It is important that the clinic be able to make arrangements to have your position covered if the need arises. Continued abuse of the clinic's leave policy shall be considered grounds for dismissal.

MEDICAL INSURANCE: Upon completion of their probationary period, an employee becomes eligible for group medical insurance. An exception would be if an employee from Columbus Optical has completed their probationary period, terminates Columbus Optical but transfers employment over to Columbus Eye Associates or vice versa. Medical insurance is provided to an employee who works an average of 30 hours per week during 26 pay periods. Columbus Eye Associates and Columbus Optical will pay 100% of the employee only premium on a plan chosen by Columbus Eye Associates. The employee may add dependents to the policy at their own expense.

RETIREMENT: Upon completion of their probationary period, eligible Participants are allowed to defer part of their income in the form of a before-tax contribution to a 401(k) profit sharing plan. An exception would be if an employee from Columbus Optical has completed their probationary period, terminates Columbus Optical but transfers employment over to Columbus Eye Associates or vice versa. The Employer will make a matching contribution of 50% of the employee's deferral amount, up to a maximum of 3% of the employee's total compensation. Orientations shall be given on all options for the retirement plan when the plan is operational. Participation in the profit sharing plan, and subsequent 401 K, is available after three (3) months of full-time employee.

CAFETERIA PLAN: Upon completion of their probationary period, employees have the option of participating in a "Cafeteria Plan" whereby premiums for supplemental policies such as cancer insurance, disability insurance, etc. are deducted from you pay pre-tax. An exception would be if an employee from Columbus Optical has completed their probationary period, terminates Columbus Optical but transfers employment over to Columbus Eye Associates or vice versa. Participation in the cafeteria plan is available after three (3) months of service.

COLUMBUS EYE ASSOCIATES SERVICES: Upon completion of their probationary period all employees who work an average of 24 hours per week or work 1,248 hours per year during 26 pay periods, their spouses, and their dependent children may receive free services from the doctors of Columbus Eye Associates. An exception would be if an employee from Columbus Optical has completed their probationary period, terminates Columbus Optical but transfers employment over to Columbus Eye Associates or vice versa. Services from visiting doctors may not apply. These employee's parents, grandparents, and non-dependent children may receive 25% off the regular charge of doctor services. The regular charge for doctor services shall be billed to their Insurance company before taking the 25% discount. Employees who work less than 24 hours per week or less than 1,248 hours per year during 26 pay periods may receive free services

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from the doctors of Columbus Eye Associates. Employees, employee spouses, employee dependents, or employee non-dependents that have an outstanding balance due to Columbus Eye Associates or Columbus Optical may not receive a discount or may not receive services until all outstanding balances are resolved. All benefits are based on the Employee's "Benefit Period".

COLUMBUS OPTICAL COMPANY GOODS & SERVICES:

BENEFIT – LEVEL 1

Employees who have been employed for one year or more and who work an average of 24 hours per week or work 1,248 hours per year during 26 pay periods may receive an "Employee Optical Annual Allowance" worth up to \$300 (cost plus 10% = \$300) per calendar year for frames, lenses or contact lenses for their personal use. These employees may also buy additional frames, lenses or contact lenses for their personal use at cost plus 10%. The spouses and dependent children of these employees may receive an "Employee Dependent Annual Allowance" worth up to \$100 (cost plus 10% = \$100) per calendar year for frames, lenses or contact lenses for their personal use. The parents, grandparents, and non-dependent children of these employees may receive 55% off the regular price of frames, lenses or contact lenses for personal use. (30% cash discount plus an additional employee dependent discount of 25%). If insurance is involved the regular charge for optical goods will be billed to the insurance company before taking any discounts. Employees, employee spouses, employee dependents, or employee non-dependents that have an outstanding balance due to Columbus Eye Associates or Columbus Optical may not receive a discount or may not receive optical goods or services until all outstanding balances are resolved. All benefits are based on the Employee's "Benefit Period". To qualify for an optical allowance benefit, all employees are responsible for confirming with Pam Orsak what benefits are available before on optical order is placed.

BENEFIT – LEVEL 2

Employees who have been employed for one year or more but who do not work an average of 24 hours per week or work 1,248 hours per year during 26 pay periods may buy frames, lenses or contact lenses for their personal use at cost plus 10%. The spouses and dependent children of these employees may buy frames, lenses or contact lenses for their personal use at cost plus 10%. The parents, grandparents, and non-dependent children of these employees may receive 55% off the regular price of frames, lenses or contact lenses for personal use. (30% cash discount plus an additional employee dependent discount of 25%). If insurance is involved the regular charge for optical goods will be billed to the insurance company before taking any discounts. Employees, employee spouses, employee dependents, or employee non-dependents that have an outstanding balance due to Columbus Eye Associates or Columbus Optical may not receive a discount or may not receive optical goods or services until all outstanding balances are resolved. To qualify for an optical allowance benefit, all employees are responsible for confirming with Pam Orsak what benefits are available before on optical order is placed.

BENEFIT – LEVEL 3

Employees who have not been employed for one year or more may buy frames, lenses or contact lenses for their personal use at cost plus 10%. The spouses and dependent children of these employees may buy frames, lenses or contact lenses for their personal use at cost plus 10%. Employees, employee spouses, and employee dependents that have an outstanding balance due to Columbus Eye Associates or Columbus Optical may not receive a discount or may not receive optical goods or services until all outstanding balances are resolved. To qualify for an optical allowance benefit, all employees are responsible for confirming with Pam Orsak what benefits are available before on optical order is placed.

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ACKNOWLEDGMENT

I have received a copy of the Columbus Eye Associates and Columbus Optical Employee Handbook. I understand that it is my responsibility to read it and to understand the policies outlined within it. I also understand that this handbook is not intended to serve as a contract, either express or implied, and that the company has the right to revise, discontinue, suspend, or modify and of the policies contained in this handbook at any time at its sole discretion, and that all such changes will be binding upon all employees.

Employee Name: _____

Employee Signature: _____

Date: _____

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