A picture containing food, drawing

Description automatically generated

Click or tap here to enter text. Employee Handbook

Revised 06/24/2021

**Contents**

[Mission Statement 5](#_Toc65058606)

[General Information and Guidelines 6](#_Toc65058607)

[Introduction 6](#_Toc65058608)

[At-Will Employment 6](#_Toc65058609)

[Equal Employment Opportunity 6](#_Toc65058610)

[Disability Accommodation 7](#_Toc65058611)

[Confidentiality 7](#_Toc65058612)

[HIPAA 7](#_Toc65058613)

[Computer System & Internet Usage 7](#_Toc65058614)

[Employment Application 8](#_Toc65058615)

[Compliance with Immigration Laws 8](#_Toc65058616)

[Work Schedule 8](#_Toc65058617)

[Meal & Rest Period 8](#_Toc65058618)

[Absenteeism & Attendance 9](#_Toc65058619)

[Dress Code 9](#_Toc65058620)

[Grooming 9](#_Toc65058621)

[Personnel Files 10](#_Toc65058622)

[Initial Employment Period 10](#_Toc65058623)

[Employment Categories 10](#_Toc65058624)

[Payroll 11](#_Toc65058625)

[Paydays 11](#_Toc65058626)

[Recording Work Hours 11](#_Toc65058627)

[Overtime 12](#_Toc65058628)

[W-4 Withholdings 12](#_Toc65058629)

[Direct Deposit 12](#_Toc65058630)

[Time Off 12](#_Toc65058631)

[Holidays 13](#_Toc65058632)

[Vacation 13](#_Toc65058633)

[Sick Time 14](#_Toc65058634)

[Voting 14](#_Toc65058635)

[Inclement Weather 14](#_Toc65058636)

[Bereavement Leave 14](#_Toc65058637)

[Jury or Witness Duty 15](#_Toc65058638)

[Military Leave 15](#_Toc65058639)

[Disability Leave 15](#_Toc65058640)

[Maternity Leave 15](#_Toc65058641)

[Reporting a Pregnancy 16](#_Toc65058642)

[Returning from Maternity Leave 16](#_Toc65058643)

[Dental Benefits 16](#_Toc65058644)

[General Dentistry Example 16](#_Toc65058645)

[Oral Surgery Example 16](#_Toc65058646)

[Health Insurance 16](#_Toc65058647)

[Retirement Plan 17](#_Toc65058648)

[Continuing Education, Conferences, & Meetings 17](#_Toc65058649)

[Personal Telephone Calls 17](#_Toc65058650)

[Cell Phones 17](#_Toc65058651)

[Automobile Insurance 18](#_Toc65058652)

[Performance Evaluation 18](#_Toc65058653)

[Employee Conduct 18](#_Toc65058654)

[Employee Grievance Procedure: Between Employees 18](#_Toc65058655)

[Employee Grievance Procedure: Against the Practice 18](#_Toc65058656)

[Patient-Employee Interactions 19](#_Toc65058657)

[Drug & Substance Abuse 19](#_Toc65058658)

[Sexual & Other Unlawful Harassment 19](#_Toc65058659)

[Workplace Violence 21](#_Toc65058660)

[Safety 21](#_Toc65058661)

[Social Media 22](#_Toc65058662)

[Personal Use of Company Property 22](#_Toc65058663)

[Use of Equipment 22](#_Toc65058664)

[Return of Property 22](#_Toc65058665)

[Smoking 23](#_Toc65058666)

[Foul & Inappropriate Language 23](#_Toc65058667)

[Resignation 23](#_Toc65058668)

[Non-Solicitation 23](#_Toc65058669)

[Disciplinary Action 23](#_Toc65058670)

[Employee Acknowledgement 24](#_Toc65058671)

[Agreement to Arbitrate 25](#_Toc65058672)

# Mission Statement

Click or tap here to enter text.

# General Information and Guidelines

## Introduction

The provisions of this employee handbook and any other policies, procedures, and statements—whether written or oral—are not intended to, nor do they, create contractual rights of any kind on the part of the employee. This handbook should not be considered a contract for employment. This material is intended to provide a broad outline for some of Click or tap here to enter text.‘s most significant policies and procedure.

No implied contract concerning any term or condition of employment can be established by any conduct or practice of Click or tap here to enter text.. No representative of Click or tap here to enter text., other than Click or tap here to enter text., has the authority to enter into an agreement of employment for any specified period. Any such agreement must be in writing and signed by Click or tap here to enter text. and the employee.

Click or tap here to enter text. reserves the right to interpret and administer the policies and procedures outlined in this manual. In addition, Click or tap here to enter text. reserves the right to change or amend any and all policies and procedures, at any time and without notice.

The guidelines in this handbook apply to all Click or tap here to enter text. employees, and they remain in effect until changes are deemed necessary due by Click or tap here to enter text..

Click or tap here to enter text. urges you to take full responsibility for understanding what is expected of you as an employee with the practice.

## At-Will Employment

Employment at Click or tap here to enter text. is at-will, which means that your employment is not for any specified or guaranteed period. Consequently, you and the practice have the right to terminate the employment relationship at any time, with or without cause or advance notice. This at-will employment relationship will remain in effect throughout your employment with the practice unless it is specifically modified by an express written agreement signed by you and the practice. This at-will employment relationship may not be modified by any oral or implied agreement.

## Equal Employment Opportunity

Click or tap here to enter text. is committed to equal employment opportunities and offers equal opportunity for employment, pay, or advancement to qualified applicants and employees. We will not discriminate against any employee due to their race, color, religion, national origin, age, gender, or disability.

*\* All employees will have a 90-day probationary period at the start of employment.*

*\* All employees are subject to a background check and/or drug test prior to employment.*

## Disability Accommodation

Click or tap here to enter text. is committed to complying with the Americans with Disabilities Act and ensuring equal opportunity employment for qualified persons with disabilities.

## Confidentiality

During the course of your employment, you may work with confidential information about clients, business systems, patients, future strategic or market plans, employee records, and other data we consider confidential. Confidential information must be safeguarded when in use, filed properly when not in use, and discussed only with those who have a legitimate business need to know. Any breach of confidentiality may result in termination or other disciplinary action.

## HIPAA

The Health Insurance Portability and Accountability Act (HIPAA) is a comprehensive set of rules enacted by Congress to manage sensitive health information. HIPAA regulation compliance applies to all data or information that is in Click or tap here to enter text.'s care or information over which Click or tap here to enter text. has control.

All employees are required to safeguard all protected health information (PHI) to which they have access. PHI includes information—whether oral or in any paper, electronic, or recorded format—that

1. relates to the past, present, or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual and
2. identifies the individual, or that to which there is a reasonable basis to believe the information can be used to identify the individual

## Computer System & Internet Usage

During your employment, you will have access to Click or tap here to enter text. 's computer systems through a personal desktop, local and area-wide networks, or other devices supported. Use of these systems and the internet is restricted to only office/business-specific use (e.g., ordering supplies, accessing work-related emails, etc.).

Documents or files created on the practice’s computer resources, such as user IDs, passwords, and account codes are confidential information that may not be disclosed to non-company personnel. Unauthorized disclosure is a serious breach of practice policy and may lead to termination.

Personal use of computer systems and/or internet access is prohibited.

All computer software, files, documents, emails, voicemails, and text messages created or stored on the practice's computer or other communication systems are subject to review and inspection at any time. During an inspection, information may be examined, recorded, copied, and used as Click or tap here to enter text. determines to be appropriate.

Images and/or other material that would violate any practice policy, including the policies against discrimination and harassment, may not be sent from/to, stored on or accessed using the practice’s systems.

## Employment Application

The practice relies on the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions of information or data may result in the exclusion of the individual from consideration for employment or, if the person has been hired, termination.

## Compliance with Immigration Laws

Click or tap here to enter text. is committed to full compliance with federal immigration laws by ensuring employees provide satisfactory evidence of identity and legal authority to work in the United States.

In compliance with federal law, each new employee—as a condition of employment—must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

## Work Schedule

The standard work week is five days beginning at 7:00 a.m. Monday and ending at 12:00 p.m. Friday. Standard working hours are as follows:

Monday: 7:00 a.m. – 4:00 p.m.

Tuesday: 8:00 a.m. – 5:00 p.m.

Wednesday: 7:00 a.m. – 4:00 p.m.

Thursday: 7:00 a.m. – 4:00 p.m.

Friday: 8:00 p.m. – 12:00 p.m.

## Meal & Rest Period

Non-exempt employees are provided an unpaid meal period in accordance with applicable laws. This meal period and/or lunch time must be recorded on the employee’s timesheet. If overtime work is required and approved, additional meal and rest periods will also be provided in accordance with applicable laws. To effectively service our customers, some departments or offices have to schedule the meal and rest periods.

## Absenteeism & Attendance

Good attendance by all employees ensures efficient operation and practice success. Excessive absences or tardiness, as determined by the practice, or unauthorized time away during work hours will not be tolerated. With the exception of medical leaves and/or absences where a physician's statement is provided in advance, employees are required to notify the practice before the start of a scheduled shift if tardiness or an absence is expected. If an employee is absent from work for two (2) consecutive workdays without properly notifying his or her supervisor, it will be considered a voluntary resignation, and the employee will be terminated for job abandonment.

## Dress Code

Click or tap here to enter text.'s dress code is designed to promote professionalism, and employees are expected to groom themselves accordingly. The general guidelines are as follows:

* All clothing should be neat, clean, and pressed.
* All clothing should be sufficient in length and fit to be modest and allow employees to perform their job duties safely.
* Employees may wear business casual clothing only on non-patient days.
* Scrubs are to be worn by all clinical staff.
* Closed-toe and closed-heel shoes (e.g., tennis shoes) must be worn with socks.
* Only minimal jewelry may be worn
* Earrings should not exceed two (2) in each ear and be no larger than 1.5 inches in size.
* Visible tattoos must be covered during work hours.
* Makeup should be applied in moderation.

## Grooming

Special consideration should be taken to ensure personal hygiene is meticulously maintained at all times, including that breath odor is freshened, heavy perfumes are not used, and if an employee smokes on personal time, smoke smell should not be noticeable.

Personal hygiene care should be completed before, after, and/or during lunch—not during patient hours.

Clinical staff with hair longer than shoulder length should maintain it in such a way that it is not a nuisance when treating patients (e.g., keeping hair in a ponytail or bun).

Nail length, polish, and cleanliness must be upkept and should not interfere with any job duties or assigned tasks. It will be at the doctor’s discretion to determine if fingernail upkeep needs to be changed.

Employees who do not meet standards for professionalism in personal appearance will be sent home to make the appropriate adjustments before returning to work for the day. If appropriate adjustments are not made, the employees will be sent home for the day without compensation and will be expected to return to work in compliance with grooming and personal presentation policies.

## Personnel Files

Personnel files and records are the property of the practice and are maintained for all employees. Access to these files is restricted. Employees must notify the practice in writing within fifteen (15) days of any of the following changes:

* Name
* Address
* Telephone Number

## Initial Employment Period

New employees will be considered on an initial employment basis during the first 90 days of employment, during which no benefits will be available. When the employee completes this 90-day period, the practice will evaluate the employee in writing. Upon successful evaluation, the employee will be hired.

## Employment Categories

|  |  |
| --- | --- |
| **Employee Category** | **Definition** |
| **Exempt** | Defined by the Fair Labor Standards Act as management, professionals, and technical employees who are not eligible for monetary overtime compensation. Compensatory time off may be granted by prior written approval in lieu of any hours worked over 40 hours per week. |
| **Non-exempt** | Defined in the Fair Labor Standards Act as employees who are eligible for monetary overtime compensation upon prior written approval by the employer for hours worked over 40 hours per week. |
| **Full-time** | Employees regularly scheduled to work a minimum of 32 hours per week. |
| **Part-time** | Employees regularly scheduled to work fewer than 32 hours per week. |
| **Temporary Part-time** | Employees who respond to immediate needs of the practice on a day-to-day basis—their work is of no definite duration |

## Payroll

Click or tap here to enter text. complies with applicable federal and state laws that regulate wages and hours, including the payment of minimum wages and overtime pay. As such, each position is classified as either non-exempt or exempt.

* Exempt employees are paid a fixed salary that compensates them for all hours worked in a work week.
* Non-exempt employees receive overtime pay at the applicable legal rate, which is one and one-half times the regular hourly rates for all hours worked in excess of 40 hours in one week. Scheduled and unscheduled paid time off (PTO) and paid holidays are not counted as time worked and, therefore, are not factored into the overtime computation.

## Paydays

Click or tap here to enter text. pays its employees every other Friday. Employees are responsible for ensuring that all information that appear on their pay stub is accurate and current. Any perceived errors or pay questions should be immediately discussed with the practice.

## Recording Work Hours

Non-exempt employees are required each week to complete accurate timesheets recording their total hours worked each day, and other information where required by local law. If an employee leaves work for personal reasons, the missed time must be accounted for when calculating total hours worked for the day. Any corrections to an approved time sheet must be submitted to the supervisor via a Payroll Adjustment Form and forwarded to the Payroll Department as soon as identified.

Additionally, if you take any paid time off (e.g., vacation or sick time), it must be recorded on your timesheet. It is necessary to send the practice a request for time off a minimum of 30 days prior to the date(s) being requested. One of the doctors must approve the date(s) and time(s) being requested prior to it being taken off.

Personal dental treatment completed in office must be approved by the doctor and should not occur at times that distract from routine patient care. This time taken for personal dental treatment must be recorded on your timesheet.

The employee is responsible for submitting timesheets each week. Falsification of time sheets or completion of another employee's time sheet may result in termination.

Exempt employees are required to record sick, vacation, floating holiday, and/or other non-illness related time off in one day (8.0 hour) increments.

## Overtime

Occasionally, employees may be required to work overtime to meet business obligations. Non-exempt employees may not work overtime unless it has been authorized and approved in advance by the employee’s supervisor. All employees must submit an overtime request to management, and employees who work beyond their scheduled hours without authorization will be subject to disciplinary action. All hours paid but not worked (e.g., vacation, sick time, and holidays), are not counted as "time worked" for purposes of calculating overtime pay.

Exempt employees are not eligible for overtime pay.

## W-4 Withholdings

Employees meeting IRS guidelines may claim exemption from income tax withholding. Information on claiming exemption from withholding can be found on the W-4 tax form. By claiming this exempt status, no federal or state taxes will be withheld. Please be aware that the exempt status expires at the end of the calendar. At the beginning of each calendar year, employees must file a new W-4 form to claim the exempt status. If an employee's exempt status is not renewed, the practice must begin withholding income taxes at the default maximum withholding amount: single with no exemptions. No refunds or adjustments will be made during that year.

If an employee wants to change his or her withholding, a new W-4 form must be completed and returned to the practice.

## Direct Deposit

As an added convenience and benefit, employees are offered direct deposits in up to two separate bank accounts. It may take up to two pay periods after a request has been submitted before funds begin to be electronically deposited into the newly selected account(s). In the meantime, you will receive a live payroll check until the direct deposit process is complete. If you request deposit to multiple accounts, monitor your pay stubs to ensure your pay has been deposited into the proper accounts.

You may change or stop your direct deposit at any time during your employment. Changes in direct deposit may take up to two pay periods to process. Upon termination, final and subsequent checks generated will not be direct deposited.

## Time Off

Click or tap here to enter text. recognizes the importance of time away from work for relaxation, recreation, leisure, illness, and civic duty. Whenever possible, notify your supervisor at least 30 days in advance to taking time off. The following information provides you with an overview of the time off available to eligible employees.

### Holidays

|  |  |
| --- | --- |
| **Employee Type** | **Holiday Pay Qualification** |
| **Full-time** | Receive holiday pay. |
| **Part-time regular employees** | Receive holiday pay if the holiday falls on a regular scheduled workday. |
| **Exempt** | Receive their regular salary and the day off |
| **Non-exempt** | Receive holiday pay equal to the employee’s regularly scheduled daily hours, not to exceed eight hours and the day off for the company designated holidays. |
| **Temporary** | Excluded from holiday pay |

Employees on Leave of Absence at the time the holiday occurs will not be eligible for holiday pay. To qualify for holiday pay, you must work the scheduled workday immediately before and after the holiday. Only excused absences will be considered exceptions to this policy. Holiday pay will not be included in calculation of hours worked used in determining overtime.

In the event it is necessary for a non-exempt employee to work during a company designated holiday, the employee will receive holiday pay equal to the employee's regularly scheduled hours in addition to their regular rate of basic pay for each hour worked, up to eight (8) hours.

Click or tap here to enter text. currently observes the following paid holidays:

* New Year's Day
* Memorial Day
* Independence Day
* Labor Day
* Thanksgiving Day
* Christmas Day

\* Additional religious holidays may be observed without pay. Please inform the doctor or office manager in writing 30 days prior to additional observed holiday(s).

### Vacation

Employees receive paid vacation time for needed periods of rest and relaxation. Vacation begins to accrue after one (1) year of employment. Vacation requests must be submitted for approval 30 days prior to the requested dates. Once you have exhausted your vacation time, all additional absences will be unpaid. Employees are encouraged to use their vacation time when the office is closed (i.e., the week of Christmas). Vacation time accrues as follows:

|  |  |  |
| --- | --- | --- |
| **Years of Employment** | **Days of Vacation in that Year** | **Days Accrued Per Quarter** |
| **After one (1) year of continued employment** | One week (5 days) | 1.25 (10 hours) |
| **After two (2) years of continued employment** | Two weeks (10 days) | 2.5 (20 hours) |

Staff members are encouraged to use vacation time in the year in which it is earned. The employee may not carry over vacation time into the next year. Non-exempt (hourly) employees will be reimbursed for yearly vacation time accrued at the time of termination or retirement. Vacation time does not carry over and must be used within the calendar year.

### Sick Time

You will begin to accrue unpaid sick time after the first 90 days of employment at the rate of two (2) days per calendar year. Unused sick time is not paid upon termination. Sick time may be used for days when you are ill or caring for a sick family member. As with vacation time, sick time requests should be approved before you take the time off. Once you have exhausted sick time, vacation time, and holidays, all additional absences will be unpaid. Sick days do not carry over and must be used within the calendar year.

### Voting

The practice encourages employees to fulfill their civic responsibilities by participating in elections. Employees are requested to vote either prior to normal working hours or after the workday.

### Inclement Weather

All employees are expected to report to work during inclement weather unless the office manager contacts you. The safety of our patients and staff is our first priority. When the office is closed due to inclement weather the day(s) are considered unpaid unless the employee has personal vacation time accrued. Employees cannot use sick leave.

### Bereavement Leave

An employee may need bereavement leave due to a death in their immediate family. For bereavement time, the employee must use annual leave or take time off without pay, subject to the approval of the employer.

### Jury or Witness Duty

Jury or witness duty is a civic responsibility, which the practice supports. Employees required to serve on a jury or to appear as a witness under subpoena will be allowed time off. All regularly scheduled employees will be paid by the office up to $50.00 per day for the first three days. The practice requests that you notify the employer as soon as you receive your jury duty or witness summons.

### Military Leave

A military leave of absence will be granted to employees who are absent because of service in the United States uniformed services in accordance with the Uniformed Services Employment and Re-employment Rights Act. The leave will be unpaid.

### Disability Leave

If an employee becomes disabled to a degree that limits their ability to successfully perform job duties with or without reasonable accommodation or that threatens the health or safety of patients or others at work, they will be placed on a leave of absence based on the written advice of a physician. Before being allowed to return to work, the employee must provide the practice with a written physician's statement, indicating that they are able to perform all of their assigned job duties satisfactorily with or without a reasonable accommodation, and that they do not pose a threat to the health and safety of patients and others at work. Remaining paid vacation and/or sick days will be applied. Additional days used for disability leave will be unpaid.

If the practice is unable to operate while the employee is out on disability leave, the practice will temporarily and/or permanently replace the employee if it is in the best interest of the practice. The practice will attempt to hold the position for the employee for a reasonable time period, however permanent replacement of the employee may be necessary if the employee is to remain out on disability leave for an indefinite time period. If the employee is permanently replaced, he/she may reapply for his/her position if eligible for re-hire at a later date.

### Maternity Leave

The request for maternity leave of absence will be considered on the same basis as other requests for leave, except every effort will be made in conjunction with the attending physician to protect the health and welfare of the pregnant employee. Maternity leave is a leave of absence that is without pay. However, any available sick leave and vacation leave must be used prior to commencement of maternity leave. Any employee that accepts employment elsewhere during maternity leave will be considered terminated without notice as of the last day worked prior to leave.

#### Reporting a Pregnancy

It is requested that the employee notify the doctor and/or office manager as soon as the attending physician confirms the pregnancy. The attending physician must indicate their approval of the employee’s ability to continue employment and fully explain any work restrictions. The physician is also to give a reasonable estimate as to the latest date the individual will be able to work. A pregnant staff member may continue to work until their physician feels that continued performance of their responsibilities will endanger their health or the health of the child.

#### Returning from Maternity Leave

Before delivery, the employee should inform the doctor and/or office manager of the anticipated time of their availability to return to work. The amount of time off requested for maternity leave will be considered by the doctor and within the FMLA laws for the State of Click or tap here to enter text..

A medical release from their attending physician will be necessary, stating that they are physically able to return to their position and normal duties.

If an employee does not return to work upon the expiration of their maternity leave, employment will be deemed terminated without notice as of the last day worked before leave.

## Dental Benefits

### General Dentistry Example

After six (6) months of employment, limited dental care (i.e., fillings and cleanings) will be provided. Employees may receive up to $1,000 of care annually. Immediate family (i.e., spouse, children, and parents living in the employee’s home) may receive basic maintenance care (i.e., cleanings) at no cost, and 50% off basic care up to $1,000 per year. Extended family (friends not included) will receive a 30% discount on all dental care. In all cases, the patient is expected to cover any associated hard costs and/or lab fees.

### Oral Surgery Example

Limited oral surgery services are available to employees at the discretion of the practice owner. After six (6) months of employment, employees may receive up to $1,000 of care annually.  Immediate family (i.e., spouse and/or children living in the employee’s home) will receive a 30% discount.  In all cases, any available insurance will be billed and the patient is expected to cover any associated hard costs and/or lab fees.

## Health Insurance

Provide specific benefit or remove the section completely if it is not currently offered.

## Retirement Plan

Currently not a benefit.

## Continuing Education, Conferences, & Meetings

It is the responsibility of registered employees to maintain valid licenses and certifications by meeting all requirements outlined by the issuing authority and attending the necessary number of continuing education courses.  Click or tap here to enter text. will not be held responsible for employees becoming delinquent in the number of hours/credits required and thereby losing their licenses.  Employees are required to provide periodic evidence of certification and renewal to the practice.

It is at the discretion of Click or tap here to enter text. to pay tuition and/or course fees for an employee to attend a meeting, conference, or continuing education course. In most cases, employees will be paid their hourly wage for time spent attending a meeting, conference or continuing education course.  Local travel time will not be included in hourly pay, just as travel to and from work as a regular commute is not considered paid working time. However, if extended travel is required, employees will be paid at their hourly rate for their actual time spent on travel and training (up to 8 hours) if it occurs on a regular workday.

Click or tap here to enter text. will not pay or reimburse fees for tuition, travel or pay for employees to attend voluntary continuing education.

## Personal Telephone Calls

The practice recognizes that you may occasionally need to make personal phone calls during work hours. We request you limit these phone calls and that, when possible, you make them when you are clocked out and on break.

## Cell Phones

Cell phones are to remain on silent or turned off and put away during working hours. No texting or web browsing on personal cell phones is allowed during working hours unless you are on break, in which case this activity should be done out of patient sight.

Provide important individuals (i.e., spouse, children, children’s school, etc.) with the office phone number so that you can be contacted at the office in case of an emergency.

## Automobile Insurance

In the event an employee runs an errand on the practice’s behalf, the employee agrees to have a current driver’s license and keep in force an automobile liability insurance policy providing at least the minimum insurance coverage required by law. The employee agrees to hold the employer harmless from all claims, expenses, damages, and costs, including but not limited to attorney’s fees, in the event of injury or death of any person(s) in their automobile or involving their automobile while in the performance of their duties for the employer.

## Performance Evaluation

All employees are evaluated annually; however, Click or tap here to enter text. may evaluate employees more frequently.

# Employee Conduct

## Employee Grievance Procedure: Between Employees

Click or tap here to enter text. desires to provide all employees with a good working environment free from distraction and incident that affords the greatest possibility for individual productivity. Sometimes situations arise involving a dispute or grievance between employees. When these issues have been brought to the attention of the practice, we have been successful in resolving them.

A grievance may result when an employee feels unjustly treated by another staff member and believes there are legitimate grounds for a complaint. A grievance may result from any policy, action, condition, or circumstance considered by the employee to be unfair. Examples include failure by another employee to follow procedures set forth in this handbook, or personal and/or technical interdepartmental disputes. The final resolution of such disputes will be determined by the employer.

## Employee Grievance Procedure: Against the Practice

For disputes arising from a grievance between the practice and an employee, the practice uses binding, mandatory arbitration. We expect the outcome to be faster, less costly, and without needless time consumed for all parties concerned.

Attached, you will find a copy of the Mandatory Arbitration Agreement which you are invited to read. This Agreement provides for claims, disputes, and other controversies to be presented to an arbitrator for resolution. Any questions you may have after reading and signing this Mandatory Arbitration Agreement should be directed to the employer.

## Patient-Employee Interactions

Employees are expected to maintain a professional and courteous demeanor at all times, especially during times in which patients are present. Interactions and conversations with patients should not be of inappropriate or foul nature and should reflect the mission and image of the practice.

Patient-employee relationships should be of a professional nature only, and personal patient-employee relationships are strictly prohibited.

## Drug & Substance Abuse

For the health and safety of all its employees, the practice promotes a drug-free workplace. It prohibits the sale, use, or possession of alcohol, legal (e.g., marijuana) or illegal drugs at any time during the workday or anywhere on the practice premises. Employees who report to work under the influence of alcohol, illegal drugs, or any controlled substance, or employees who are in the possession of alcohol, illegal drugs, or any controlled substance on practice property will be subject to disciplinary actions, including immediate termination.

If, in the practice’s opinion, reasonable cause exists that an employee is in violation of this policy, the practice may conduct an inspection for violation of this policy in the workplace. All property of the employer, including but not limited to its computers, desks, and file cabinets, may be subject to inspection along with any other property located on the employer's premises or work site.

## Sexual & Other Unlawful Harassment

The practice holds all employees responsible for assuring that the workplace is free from sexual and all other unlawful harassment. Because of the practice's strong disapproval of offensive or inappropriate behavior at work, all employees must avoid any action or conduct which could be viewed as sexual or other unlawful harassment, including but not limited to:

* Unwelcome sexual advances
* Requests for sexual acts for favors
* Other verbal or physical conduct of a harassing nature

Any employee who has a complaint of harassment at work by anyone, including supervisors, co-workers, patients, or visitors must bring the problem to the practice’s attention.

All complaints will be handled promptly and with special safeguards specific to harassment complaints. The privacy of the charging party and the person accused of harassment will be kept confidential. The practice will retain confidential documentation to the extent possible of all allegations and investigations and will take appropriate action, including termination.

## Workplace Violence

The practice is committed to maintaining a safe work environment and has adopted guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from verbal or physical fighting or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the practice.

Conduct that threatens, intimidates, or coerces another employee, patient, or a member of the public at any time will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual’s age, race, sex, sexual orientation, or any other characteristic protected by federal and state law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by patients, vendors, solicitors, or other members of the public. When reporting a threat, you should be as specific and detailed as possible.

The practice will promptly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected so far as possible. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

The practice encourages employees to bring their disputes or differences with other employees to the attention of the employer before the situation escalates.

## Safety

Every effort is made by the practice to provide a safe work environment. The practice maintains on file a current copy of OSHA regulations and Hazard Data Information sheets for the employee’s information.

All staff members involved in direct patient care are responsible for ensuring that they have a current hepatitis vaccination series and are familiar with safety procedures associated with radiology. In addition, these staff members must maintain an updated CPR license.

Familiarize yourself with the exit procedures in the building and the location of fire extinguishers and other safety equipment. In the event of a fire or threat to the safety of others, please see that you and the patients leave as quickly and as calmly as possible. If you have time and the opportunity, ensure that all records are secured.

## Social Media

The following principles apply to professional use of social media on behalf of the practice, as well as personal use of social media when referencing the practice:

* Employees should be aware of the effects that their actions may have on their images as well as the practice’s image. The information that employees post or publish may be public for a long time.
* Employees should be aware that the practice may observe content and information made available by employees through social media. Employees should use their best judgement in posting material that is neither inappropriate nor harmful to the practice, its employees, or patients.
* Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment.
* Employees are not to publish, post, or release any information that is considered confidential or not public. If there are questions about what is considered confidential, employees should check with the doctor or office manager.
* It is highly recommended that employees keep the practice’s related social accounts separate from their personal accounts.
* It is highly recommended that employees secure themselves by setting their personal security settings to “private” when viewing, posting, or commenting on work-related social media websites.

## Personal Use of Company Property

Telephones, fax machines, copy machines, postage machines, and other equipment are placed in the practice for office use only. Personal use is approved by the doctors for urgent matters only.

## Use of Equipment

It is up to each employee to care for the practice’s equipment and to keep work areas properly maintained. If employees are not familiar with the operation of a certain item of equipment, someone who is properly qualified should be contacted to avoid possible damage to the equipment. Employees are not permitted to borrow or use the practice equipment or property for personal activities without prior written consent of the employer.

## Return of Property

Employees are responsible for items issued to them by the practice or in their possession or control, including but not limited to patient lists, credit cards, equipment, keys, manuals, and security passes. Employees must return all such property immediately upon request or upon termination of employment.

## Smoking

The practice provides a smoke-free office environment for all employees. Smoking on the practice premises is prohibited. Employees are encouraged to not smoke when on break during normal business hours. An employee may be dismissed for the day if a smoking odor is evident and interferes with personal grooming guidelines previously outlined in this handbook.

## Foul & Inappropriate Language

Foul and inappropriate language will not be tolerated in the workplace. Refrain from using foul language when speaking to other staff members and patients. Inappropriate conversations are strictly forbidden.

## Resignation

Employees who notify the practice of their intention to leave the practice are considered voluntary terminations.

If you decide to resign your position with the practice, you are required to give the employer at least two weeks written notice. Dentists and hygienists are required to give at least three weeks written notice, unless otherwise indicated by mutual agreement. This advance notice allows the practice time to adjust working schedules and attempt to secure a replacement.

If an employee resigns within 1 month after dental treatment has been performed, it will be charged to the employee at full price.

## Non-Solicitation

Persons employed by the practice may not solicit or distribute literature in the workplace at any time for any purpose. This section does not apply to employees who are selling Girl Scout cookies or undertaking similar activities on their children's behalf.

## Disciplinary Action

Employee discipline is an action taken by the practice against an employee. An employee may be disciplined for performance or conduct that deviates from established policies or is detrimental to the practice's programs, services, functions, or represents neglect, as determined at the sole discretion of the employer.

# Employee Acknowledgement

I have received a copy of the Click or tap here to enter text. Employee Handbook and understand that I am to become familiar with its contents as it outlines my responsibilities, benefits, and the practice’s policies. If I have questions, I understand that I should address them with the employer. Furthermore, I understand that this manual represents a brief summary of some of the more important practice policies, is not all-inclusive, and that its contents do not constitute an express or implied contract of employment.

The practice retains the sole right to change, modify, suspend, interpret, or cancel (in whole or in part) any of its published or unpublished personnel policies or practices, and it may do so without advance notice, cause, or justification. The manual supersedes and replaces all previous personnel manuals of the practice.

Only the employer has the authority to enter into any employment agreement for a specified duration or that otherwise restricts or modifies the at-will employment relationship. Such agreement will be valid and binding only if it is expressly set forth in a written document signed by the employee and employer.

I agree that my employment with the practice is at-will and that myself or the practice have the right to end the working relationship at any time, for any reason, with advance notice or cause.

If I resign or am terminated from employment and have received an advance on vacation time, other leave, or compensation advance, or have incurred personnel expenses that have not been reimbursed to the practice, I agree that the practice may deduct such amounts from my final or other paycheck. In addition, I understand and agree that if I use my own or another person’s vehicle for practice business, I am responsible for maintaining adequate insurance on the vehicle and for reimbursing and indemnifying the practice should it become liable for injury or property damage suffered by a third party as a result of my use of the vehicle.

Employee Name Date

|  |  |  |
| --- | --- | --- |
|  |  |  |

Employee Signature

|  |
| --- |
|  |

# Agreement to Arbitrate

In consideration for, and as a material condition of, employment and continuation of employment with the practice, I agree that alternative dispute resolution, specifically final and binding arbitration using outside services, is the exclusive means for resolving covered disputes concerning termination of my employment. No other action may be brought in court or in any other forum. This agreement is a waiver of all rights to a civil court action for a covered dispute. Only an arbitrator—not a judge or jury—will decide this dispute.

My signature below attests to the fact that I have read, understand, and agree to be legally bound to all of the above terms.

Printed Employee Name Date

|  |  |  |
| --- | --- | --- |
|  |  |  |

Employee Signature

|  |
| --- |
|  |

Printed Employer Name Date

|  |  |  |
| --- | --- | --- |
|  |  |  |

Employer Signature

|  |
| --- |
|  |