



**EMPLOYEE HANDBOOK**

Revision Date 04/29/2019

## **TABLE OF CONTENTS**

### **SECTION I. WELCOME**

Message from the Owners  
Clinic History  
Statement of Mission  
Employee Handbook  
Employment Status  
Evaluation Period

### **SECTION II. OPERATING POLICIES**

1. Standards of Conduct
2. Employee Conduct and Work Performance
3. Availability for Work
4. Absenteeism and Punctuality
5. Personal Appearance / Dress Code
6. Neatness of Work Area
7. Communications-Problem Resolution
8. Employee Relations
9. Disciplinary Guidelines
10. Use of Company Vehicles
11. Conflicts of Interest
12. Confidentiality of Company Information
13. Safety
14. Violence and Weapons Policy
15. Workplace Monitoring and Searches
16. Substance Abuse
17. Solicitations and Contributions
18. Company Property
19. Office Equipment
20. Tools and Equipment
21. Mandatory Meetings
22. Personal Telephone Calls
23. Personal Mail
24. Severe Weather
25. Suggestion

### **SECTION III. EMPLOYMENT**

1. Orientation
2. Equal Employment Opportunity
3. Harassment
4. Criminal Convictions
5. Personnel Files
6. Employment References
7. Employment of Relatives
8. Outside Employment
9. Rehiring Former Employees

**SECTION IV. COMPENSATION**

1. Employment Classification
2. Hours of Work
3. Break Policy
4. Recording Time
5. Overtime
6. Salary And Wage Increases
7. Payroll
8. Bonus Plan
9. Performance Reviews

**SECTION V. BENEFITS**

1. The Benefits Program
2. Benefits Eligibility
3. Insurance
4. Insurance Continuation
5. Holidays
6. Vacation
7. Bereavement Leave
8. Social Security
9. Military Leave
10. Medical Leave of Absence
11. Family Leave of Absence
12. Health Club Membership
13. Workers' Compensation
14. Jury Duty
15. Unemployment Compensation
16. Educational Assistance
17. Travel Expenses
18. Reimbursable Expenses

**SECTION VI. SEPARATION**

1. General
2. Job Abandonment
3. Voluntary Resignation
4. Performance-Based Release
5. Acts of Misconduct
6. Other Forms of Separation
7. Termination Procedures

**SECTION VII. APPENDIX**

- A. Performance Evaluation

**SECTION VIII. ACKNOWLEDGMENT OF UNDERSTANDING**

- Acknowledgment of Receipt and Understanding

# I. WELCOME

## **WELCOME ABOARD!**

We are pleased that you have decided to join our group. We would like to take this opportunity, through the use of this Employee Handbook, to welcome you and introduce you to some of our policies and procedures.

We hope that you'll see your new position as not only a job, but also a career.

Again, welcome to our family. We're proud to have you with us.

Sincerely,

Dallas and Diane Williams  
Owners

## **CLINIC HISTORY**

The clinic was purchased from Jeff Gaines (Sport Gaines, Inc. d/b/a "Physical Therapy Works") 12/15/00.

Prior to being owned by Gaines, the clinic was widely known as "Whitecotton Physical Therapy".

## **STATEMENT OF MISSION, PURPOSE, AND GOALS**

### Mission Statement:

Our mission is to provide to our patients the best possible physical therapy services for their individual needs. We will go above and beyond each person's expectations when they walk into our clinic.

### Purpose:

We are in business for the following purposes:

- Provide uncompromised quality care;
- Educate the community on the benefits of physical therapy;
- Provide a motivating work environment for those employed by Physical Therapy Associates.

### Goals:

- We will treat every customer as if they were a family member;
- We will treat every co-worker as if they were a customer;
- We are the PT clinic of choice due to our unparalleled service, accountability, accessibility, community responsiveness, and clinical excellence;
- We will strive for 100 % patient satisfaction in every service because we understand they are the most valuable resource in building our practice;
- We value and encourage team member growth, commitment, loyalty, initiative, and enthusiasm. We will have a business climate that fosters openness and respect for all members.

## **EMPLOYEE HANDBOOK**

This employee handbook has been prepared to help familiarize new employees with some of Physical Therapy Associates' guidelines, policies and procedures. It also outlines many of the benefits and services provided to you as an employee. This handbook does not include all Company guidelines, policies, and procedures. Should you have any questions, please discuss them with your supervisor.

Physical Therapy Associates reserves the right to revise its policies, programs and benefit plans at any time, without advance notice. The Company also reserves the right to make individual exceptions to these policies and procedures. Any exception granted by the does not restrict its right to insist on adherence to the policy or practice in the future. Violation of any of Physical Therapy Associates' policies and/or procedures may result in disciplinary action up to and including termination.

## **EMPLOYMENT STATUS**

The policies and procedures presented in this handbook are in no way to be interpreted or construed as a contract of employment or guarantees of continued employment for any specific period of time. No verbal communication or written document will provide such a contract, assurance, or guarantee unless specified in writing and signed by a Company official who is authorized to enter into such agreement.

Your compensation, hours of employment, and all other terms and conditions of employment are subject to modification by Physical Therapy Associates at its discretion. This information is confidential and should never be discussed with another employee.

We recognize that you have voluntarily joined Physical Therapy Associates, your employment is "at will", and that you are free to discontinue your employment at any time and for any reason. The Company reserves a similar right. Therefore, both you and Physical Therapy Associates have the right to terminate your employment at any time, with or without advance notice and with or without cause.

An employee providing false, incomplete or misleading information on the employment application or at any time in the employment process will be subject to immediate dismissal.

## **EVALUATION PERIOD**

The first three (3) months of employment is considered an evaluation period. During this time a manager will continuously evaluate the employee's performance, attendance, attitude, and conduct to determine compatibility with the requirements of the position. Should an employee's performance, attendance, attitude, or conduct not meet the Standards, they will be released from employment. Release or voluntary resignation during this period will not have an adverse effect on an employee's records. Upon successful completion of the evaluation period, full-time employees will be eligible for certain benefit programs on the first day of the following month.

# **II. OPERATING POLICIES**

## **II. 1. STANDARDS OF CONDUCT**

Physical Therapy Associates is committed to conducting its business affairs honestly and with integrity. This commitment applies to our relationships with competitors, patients, vendors and employees. Each employee must maintain the highest standards of personal and professional ethics. These rules, practices and policies concerning conduct and behavior ("Standards") are instrumental to the continued success of The Company.

An employee should not conduct business that is not in the full spirit of honest and ethical behavior, nor should an employee cause another employee, or non-employee, to act or behave in such a manner, either through inducement, suggestion, or coercion. Furthermore, an employee should not furnish Company, employee or competitor information to any individual, business or entity without first consulting with and acquiring the approval of their manager.

Each employee is expected to report dishonest activities by other employees to their manager. Failure to report such activities is considered a violation of the Standards. Knowingly submitting false information is also considered a violation of the Standards.

Initiating or encouraging any retaliation action against an employee or other person who, in good faith, reports known or suspected Standards violations is prohibited.

## **II. 2. EMPLOYEE CONDUCT AND WORK PERFORMANCE**

Employees are expected to conduct themselves in a professional manner at all times, demonstrating a positive attitude, respect for co-workers, our patients and their property.

The following guidelines have been developed to communicate the Standards of Physical Therapy Associates. Each employee is expected to:

- Report to work punctually, as scheduled, and be at the assigned work station, ready for work, at the assigned starting time;
- Notify the appropriate manager when unable to report to work, or unable to report for work on time;
- Actively work during all work hours;
- Comply with all performance/conduct and safety/security policies and procedures;
- Wear appropriate business attire/uniform for and in accordance with the work being performed;
- Perform assigned tasks efficiently and correctly;
- Address fellow employees, patients and visitors in a professional, courteous and respectful manner;
- Maintain work place and work area cleanliness;
- Refrain from behavior or conduct deemed offensive or undesirable;
- Obtain approval from a manager before removing any Company property for Company or personal use.

The following definitions and classifications are examples of violations for which corrective counseling or other disciplinary action may be taken.

Examples of performance issues include, but are not limited to:

- Excessive absenteeism, tardiness or failure to come to work;
- Failure to meet performance and work quality standards;
- Abusive or unauthorized use of Company supplies and equipment;
- Failure to adhere to safety/security regulations, procedures and policies;
- Failure to immediately report an accident or job-related injury.

Examples of inappropriate behavior and misconduct include, but are not limited to:

- Reporting to work intoxicated / under the influence of alcohol or non-prescribed drugs;
- Possession or use of alcoholic beverages on Company property;
- Consumption of alcoholic beverages while engaged in Company business or while in Company uniform, except where authorized;

- Falsifying employment or any other Company records;
- Submitting a fraudulent injury claim;
- Failure to maintain the confidentiality of Company information or business records;
- Discrimination;
- Harassment, sexual or otherwise;
- Solicitation of outside work from patients;
- Fighting or otherwise physically assaulting another employee, customer or vendor;
- Use of obscene, abusive, or threatening language and/or gestures;
- Theft or misappropriation of property from co-workers, patients, Physical Therapy Associates or visitors of The Company;
- Misuse, abuse, or destruction of Company property;
- Gambling on Company property;
- Possession, sale, or use of firearms or other weapons on Company premises or while on Company business;
- Refusal to follow management's directions or instructions concerning any job-related function;
- Insubordination;
- Deliberate concealment of another employee's misconduct;
- Posting, removing, or defacing notices, signs, or writings on Company property without proper permission;
- Embezzlement/theft of any money or property belonging to the Company;
- Violation of or failure to adhere to the rules of operation or conduct established by the Company;
- Any behavior or practice, whether or not mentioned in this Handbook, inconsistent with the ordinary and reasonable conduct necessary for a productive work atmosphere.

From time to time, each employee's performance will be evaluated. A sample performance evaluation is included in the appendix of this handbook. This sample evaluation is intended only as a guide. Physical Therapy Associates, at its sole discretion, reserves the right to modify all evaluation forms. The Company also reserves the right to utilize other performance evaluation forms or methods.

### **II. 3. AVAILABILITY FOR WORK**

Employees are hired, in part, based on their availability to work. If, for any reason, there is a change in an employee's availability, the Company should be notified in writing at least ten days prior to the change. The Company will make a reasonable attempt to modify the employee's work schedule.

### **II. 4. ABSENTEEISM AND PUNCTUALITY**

Employees must notify the proper management personnel when they will be absent from or late to work PRIOR to the start of their work shift. In the event of an unexpected emergency, management should be notified as early as possible.

Calls from individuals other than the employee will not be accepted as appropriate notice unless approved by management.



## **II. 5. PERSONAL APPEARANCE / DRESS CODE**

Employees are expected to dress appropriately for their position and work environment. If you have any questions concerning appropriate attire, contact your manager.

The following guidelines are intended to assist the employee in meeting Company standards for cleanliness and personal appearance:

- All employees are required to maintain the highest standards relating to personal hygiene including regular bathing, clean hands and fingernails;
- A clean-shaven appearance is required. Facial hair is permissible in the form of a mustache, closely groomed beard and sideburns;
- Jewelry is permissible when it will not interfere with your safety or job performance;
- The use of colognes for both men and women, and cosmetics for women (including hair coloring, nail polish, face makeup) should be subtle and in good taste.
- The following list describes the dress code. These requirements are to maintain a professional appearance. You are encouraged to ask in advance if you are not sure if some clothing items are acceptable.

Position	Clothing	Jackets/Shoes	Friday
Licensed Staff or Volunteers	Business casual or scrubs. <b>- Pants:</b> Colored jeans, dress pants, dress jeans/trousers or khaki pants are ok. Pants must be well fitting, not too baggy. <b>- Tops:</b> Sleeveless tops are acceptable if they are professional. Make sure tops do not show cleavage and your midriff is fully covered by your clothing.	-No outdoor jackets or hoodies allowed -sport coats or sweaters are good for warmth. -Tennis shoes allowed, no opened toed shoes.	-Jeans are ok if worn with clinic t-shirt. Jeans must not be bleached, spotted, stained, cut or torn. -Capri jeans are ok for women. -Men may wear khaki shorts. -Tennis shoes ok -Front staff may wear casual sandal (no flip flops) - Make sure your midriff is fully covered by your clothing.
Front Office Staff	Business casual. <b>Pants:</b> Colored jeans, dress pants, dress jeans/trousers or khaki pants are ok. Pants must be well fitting (but no leggings), not too baggy. Denim skirts are acceptable. Skirts or dresses are not to be too short or revealing. <b>Tops:</b> Sleeveless tops are acceptable if they are professional. Make sure tops do not show cleavage and your midriff is fully covered by your clothing.	-No outdoor jackets or hoodies allowed, sport coats/sweaters/blazers are good for warmth. -Open-toed shoes are acceptable, but must be professional looking. No flip-flops or tennis shoes.	-Techs and Provider staff must wear name tag. - Solid color athletic or dri-fit jacket may be worn; make sure name tag is visible. Hoodies not allowed.
Technicians	Black scrubs Mon-Thursday. Make sure cleavage is covered and no underclothing is exposed when you bend forward.	-No outdoor jackets or hoodies allowed -solid color athletic or dri-fit jacket or sweaters are ok, make sure name tag is visible. -Tennis shoes or casual shoes.	

If you have any questions about these standards or difficulty in meeting them, you are encouraged to discuss your concerns with your supervisor.

## **II. 6. NEATNESS OF WORK AREA**

It is Physical Therapy Associates' policy to keep all areas of the business neat, clean and professional in appearance.

Each employee is responsible for keeping his/her personal work area clean and uncluttered.

Inappropriate or distasteful pictures, posters, or calendars are not permitted on Company property.

## **II. 7. COMMUNICATION - PROBLEM RESOLUTION**

The cornerstone of effective communication is the employee-supervisor relationship. If an employee has a problem or concern, they should discuss it with their immediate supervisor.

If, after discussing the problem or concern with the supervisor, the employee feels that their problem or concern was not properly addressed, they should contact their Human Resource Manger.

## **II. 8. EMPLOYEE RELATIONS**

Having complete confidence in its management staff and employees, the Company is confident that any issues that arise in the work place will be handled fairly and professionally without the intervention of outside parties.

Management personnel are not obligated and will not discuss with an outside party any matter or issue between the Company and an employee.

## **II. 9. DISCIPLINARY GUIDELINES**

An employee's failure to follow these rules, practices, policies, guidelines or other Company standards or policies not specifically mentioned in this Handbook will result in disciplinary action. Any action taken will be at the sole discretion of Physical Therapy Associates. Disciplinary action options include informal or verbal counseling, written counseling, suspension, and termination of employment

## **II. 10. USE OF VEHICLES**

Employees using their personal vehicle for Company business will be reimbursed at the current mileage rate. Employees must log the date, mileage, and reason for the trip. Mileage will be reimbursed the first payday after receipt of the completed form.

## **II. 11. CONFLICTS OF INTEREST**

A conflict of interest exists when an employee engages in any activity that may compromise him/her, another employee, the Company or the Company's relationship with a customer, vendor, or competitor. Potential conflicts of interest with a customer, vendor, or competitor may include soliciting business for personal gain, accepting gifts other than those of nominal value, requesting favors, discounts, or services.

Employees are required to disclose any potential conflict of interest. Failure to disclose a potential conflict of or engaging in a practice determined to be a conflict of interest may result in disciplinary action up to and including termination.

## **II. 12. CONFIDENTIALITY OF COMPANY INFORMATION**

Safeguarding Physical Therapy Associates' confidential information, including systems, software, procedures, and technology is essential. Caution and discretion are required in the use of such information. Confidential information should be shared only with those in the company having a legitimate business need to know.

Confidential information obtained as a result of employment with the Company is not to be used for personal gain. Unauthorized use or disclosure of confidential information can result in civil and/or criminal penalties, for both the employee and the Company.

Inquiries regarding current or former employees should be referred to Human Resources.

## **II. 13. SAFETY**

Great care has been taken to provide a safe workplace, including monitoring and complying with both federal and state laws and regulations.

Specific safety and health rules will be posted. All employees are required to be familiar with Physical Therapy Associates' safety rules and/or policies. Each employee is responsible for remaining aware of and following safe working practices/procedures. Failure to follow safety and health rules may result in disciplinary action up to and including termination.

A brief review of these guidelines:

- Report any unsafe conditions or practices immediately to your supervisor;
- Report all personal injuries to your supervisor immediately;
- Alert your supervisor if you become sick while at work;
- Employees are required to keep their work area clean and free from hazard;
- Never remove guards or safety devices from equipment. Report any broken or missing devices immediately;
- Smoking is prohibited in all areas of the clinic.

## **II. 14. VIOLENCE AND WEAPONS POLICY**

Any and all acts or threats of violence by or against any Company employee, customer, vendor, or other visitor to Physical Therapy Associates' facilities are strictly prohibited. This policy applies to all Company employees whether on or off Company property.

Possession or use of any and all weapons, including but not limited to, knives, handguns, and martial arts weapons, regardless of licensure or concealment, is prohibited on Company property. The exceptions to this policy: contracted, licensed security officers, and law enforcement officers.

Company employees are prohibited from possessing or using a weapon of any type while conducting off-site business on behalf of the Company.

## **II. 15. WORKPLACE MONITORING AND SEARCHES**

Company property, including but not limited to, desks, lockers, computers, files, email, toolboxes, and other property owned or operated by Physical Therapy Associates is subject to monitoring, interception, and review. Reasons for monitoring, interception and review include, but are not limited to, theft investigation, improper disclosure of confidential or proprietary information, personal abuse or monitoring workflow and productivity.

Computers, email, and other communications systems are to be used for business purposes only unless you receive prior approval from your supervisor.

Any attempt to gain access to restricted files by use of unauthorized codes or passwords is prohibited and will subject the employee to disciplinary action up to and including termination.

All communications conducted with Company resources, including email, are subject to monitoring and review at any time.

Physical Therapy Associates retains the right to conduct searches of Company property at any time. A search of Company property is not an allegation or accusation of criminal conduct.

The Company also retains the right to search any locked or secured areas on the premises. This includes the use of computer pass codes, which must be available to the Company at all times.

When Physical Therapy Associates determines the safety of individuals or Company property may be at risk, the Company may, at its sole discretion, conduct unannounced searches of Company property as well as an employee's personal property on Company premises. These searches may include Company lockers and vehicles. Employees are expected to cooperate when searches are conducted. Searches may occur at any time.

## **II. 16. SUBSTANCE ABUSE**

Each employee is required to perform his/her duties unimpaired by any legal or illegal substance. Substance abuse includes the possession, use, purchase, manufacture, or sale of drugs and/or alcohol on company property. Substance abuse also includes reporting to work or operating a company owned, leased, or rented vehicle under the influence of drugs or alcohol. Violation of this policy will result in disciplinary action up to and including termination.

Any employee reporting to work impaired will not be allowed to work and will be subject to drug and/or alcohol testing. Employees who voluntarily admit to substance abuse problems, prior to the Company identifying a problem, and request assistance from a rehabilitation program will be granted an unpaid leave of absence, up to three months, to participate in the rehabilitation program. A leave of absence for this purpose will be available one time only and will be conditional upon the employee's full compliance with the terms of the rehabilitation program. Any benefits for which the employee may have been eligible will continue in accordance with the Leave of Absence Policy. However, seniority will not continue to accrue for benefits eligibility purposes during the rehabilitation period.

Legally prescribed medications/drugs may be taken during working hours. Employees should notify their supervisors if the use of prescribed medications/drugs might affect their performance. Abuse of prescription medications/drugs will not be tolerated.

Physical Therapy Associates may conduct pre-employment screening examinations designed to prevent the hiring of individuals who use illegal drugs.

In certain jobs or positions, an employee's use of alcohol and/or drugs can pose a significantly higher risk to the safety of the employee, co-workers or Company property. Accordingly, as a condition of employment, applicants for these designated positions will be required to take a pre-employment physical, including a test for the presence of illegal drugs or alcohol. Refusal to submit to the test within the time specified may result in termination of the application process.

Physical Therapy Associates will also conduct drug and alcohol testing if and when there is reasonable cause to suspect an employee is under the influence of drugs and/or alcohol while on Company property. An employee's refusal to submit to the test at the time requested may result in disciplinary action up to and including termination.

Any employee involved in a work related accident may, at the Company's discretion, be required to consent and submit to a drug and/or alcohol test(s) immediately thereafter, but in no case later than thirty-two (32) hours after the accident. If, due to injuries, the employee cannot submit to testing within the prescribed time, the employee will provide the Company with necessary authorization required to obtain hospital reports and other documents that would indicate the presence or non-presence of any drugs and/or alcohol in the employee's system at the time of the accident.

Physical Therapy Associates may report information with regards to possession, distribution, or use of illegal drugs to law enforcement officials. Also, any suspect substances found during a search of Company property or an employee's personal property on Company premises may be turned over to law enforcement officials. Employees convicted of drug or alcohol involvement may be considered to be in violation of the Company Substance Abuse Policy.

Company, customer or supplier sponsored activities which may include the service of alcoholic beverages are not included in this policy. However, all employees are viewed as representatives of the Company, whether at work or participating in these events. The Company expects that such

consumption will be in moderation so as not to reflect negatively on the Company's professional reputation or expose the Company to undue legal liability. An employee should not operate a motor vehicle or otherwise engage in any hazardous activity if the alcohol consumed would impair their ability to safely perform those functions.

## **II. 17. SOLICITATION AND CONTRIBUTIONS**

Solicitation and distribution of materials on Company premises is prohibited without the prior approval of management. Employees may request permission to solicit other employees during non-working hours and in non-working areas of Physical Therapy Associates.

Any request to solicit or sell on Company premises must be referred to your supervisor, manager or the Human Resource Manager for approval prior to solicitation. Management may designate a time and area in which solicitation may occur.

## **II. 18. COMPANY PROPERTY**

All desks, file cabinets, computers, furniture, etc. are the property of Physical Therapy Associates and must be accessible to management at all times. The use of personal locks on Company offices, furniture, file cabinets or other property only permitted as approved by management.

The Company assumes no liability for personal property including electronic equipment, tools, toolboxes, etc. brought onto Company premises or parking lots.

## **II. 19. OFFICE EQUIPMENT**

Fax machines, copiers, computers, and other office equipment are for Company business use only and should not be removed from the premises without the expressed consent of The Company.

## **II. 20. TOOLS AND EQUIPMENT**

Physical Therapy Associates provides specialized equipment when needed. Much of this equipment is designed to perform a specific task easier and faster than it could be done manually. This equipment should only be used for the purpose designed.

Any employee abusing Company tools and equipment will be subject to disciplinary action, up to and including termination.

## **II. 21. MANDATORY MEETINGS**

Employees are required to attend periodic employee or group meetings. These meetings are held to discuss team performance, policies, procedures, new techniques, events, promotions, etc.

## **II. 22. PERSONAL TELEPHONE CALLS**

We must maintain communications with our patients and business associates. Since the telephone is our primary method of communication, it is necessary to limit its use to Company business only. Accordingly, the telephones should not be used for personal telephone calls except in cases of emergency.

Except in the case of an emergency, employees are asked to discourage friends and relatives from calling them at work. Personal phone calls should be made during lunch or break periods.

Personal long-distance calls must be reimbursed by the employee to the company.

## **II. 23. PERSONAL MAIL**

Employees should not use the Company's address for personal business, including the delivery of personal mail unless prior approval.

Company stationary should not be used for personal correspondence. Any communication sent out on Company stationary must be official Company business.

## **II. 24. SEVERE WEATHER**

Physical Therapy Associates will be open for business on all regularly scheduled days, regardless of weather conditions. Every attempt should be made to report to work if weather conditions permit. Employees should notify their manager as soon as possible if they will be absent from or late for work. Your manager may approve late arrivals or early departures if it is determined that you made an effort to report to work for a full day.

## **II. 25. INTERNET OR COMPUTER USE**

Personal use of company computers is allowed during your lunch hour or when you are off the clock. This includes internet and e-mail use. Employees are not to allow their friends or relatives use of company computers.

In order to protect company computers from viruses, do not open or download files from persons you do not know. Any employee found to be visiting web sites that contain pornographic material or gambling will be restricted to internet use for business only.

## **II. 25. SUGGESTIONS**

Employees are encouraged to submit suggestions concerning quality, working conditions, procedures, sales, marketing, and policies.



# III. EMPLOYMENT

## III. 1. ORIENTATION

New employees will be required to provide documentation of identity and employment eligibility in accordance with federal law. The I-9 form is to be used for this purpose.

New employees will receive a copy of the employee handbook on their first day of employment. They are to be given the opportunity to read the entire handbook and once completed, sign the acknowledgment of understanding form. The signed acknowledgment of understanding form will be placed in their personnel folder.

## III. 2. EQUAL EMPLOYMENT OPPORTUNITY

This company is an equal opportunity employer and is committed to equal opportunity without regard to race, religion, color, sex, age, national origin, citizenship, disability, or any other basis of discrimination prohibited by applicable local, state, or federal law.

In addition to compliance with federal EEO statutes, Physical Therapy Associates complies with applicable state and local laws governing nondiscrimination. This policy applies to all terms and conditions of employment, including but not limited to the following:

- Recruitment, hiring, placement, transfer, promotion, and demotion;
- Training, development, and educational assistance;
- Compensation and benefits;
- Educational, social, and recreational programs;
- Discipline;
- Termination of employment.

Employment decisions, subject to the legitimate business requirements of the Company, are based solely on the individual's qualifications, merit, behavior, and performance.

## III. 3. HARASSMENT

Harassment is conduct focused on a person or group of persons including, but not limited to, physical or verbal abuse, unwelcome activity of a sexual nature, retaliation, as well as any behavior or action which interferes with an individual's ability to perform assignments or which creates a hostile or intimidating work environment.

The following, though not all-inclusive, is a list of various types of harassment.

1. Verbal Abuse - any language that degrades or berates others, including, but not limited to, racial, religious, or sexual comments, jokes, sexual innuendoes, or threats of any kind.
2. Physical Abuse - includes touching, hitting, slamming, throwing, kicking, or threatening another person, including restraining by force or blocking the path of another.

3. Interference or Hostile Environment - any behavior or action which interferes with an employee's ability to perform work assignments or which results in or creates a hostile or intimidating work environment.
4. Sexual Harassment - includes, but is not limited to, sexual advances, requests for sexual acts or favors and other physical conduct of a sexual nature when:
  - (a) Submission to such conduct is made either explicitly or implied as a term or condition of an individual's employment;
  - (b) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
  - (c) Such conduct is severe and pervasive, and has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
5. Retaliation - any adverse action or threat of adverse action taken or made because an individual has exercised or attempted to exercise any rights under state or federal employment laws or under the policies of the Company. Retaliation includes, but is not limited to:
  - (a) Verbal abuse;
  - (b) Threats of withholding or withdrawal of pay, promotions, training, or other employment opportunities.

In addition to the above forms of harassment, any behavior or action which interferes with an individual's ability to perform job duties or which results in or creates a hostile or intimidating work environment is considered harassment.

Physical Therapy Associates will not tolerate the discrimination or harassment of employees and/or applicants. Comments, conduct, off color jokes and innuendoes that may be perceived as offensive or harassing are strictly prohibited and will not be tolerated.

In addition, the Company will not tolerate the harassment of Company personnel by non-Company personnel on Company premises. Non-Company personnel include, but are not limited to, patients, vendors, guests, and regulators.

Any employee who feels he/she is the victim of discrimination or harassment has a responsibility to report this to the Human Resource Manager or other managerial personnel. Reporting of the incident should be made verbally or in writing to the Human Resource Manager or the employee's direct supervisor immediately. A written complaint should include the specific nature of the incident, date, and place of incident, names of all parties involved as well as a detailed report of all pertinent facts. Complaints of harassment will be promptly and carefully investigated. Investigations will include interviews with all relevant persons, including the accused and other potential witnesses.

Any employee, who, in good faith, files a complaint of harassment, will be free from any and all reprisal or retaliation as a result of filing the complaint. Investigators will make every effort to strike a balance between the parties' desires for privacy and the need to conduct a fair and effective investigation.

Harassment shall subject an employee to disciplinary action up to and including termination. Likewise, there will be disciplinary measures if in fact it is determined that the incident and thus the accusation were fabricated.

### **III. 4. CRIMINAL CONVICTIONS**

Physical Therapy Associates reserves the right not to employ or retain employment of anyone convicted of a criminal offense involving dishonesty or breach of trust.

Conviction of a crime will not automatically result in a rejection of employment. All relevant circumstances, such as length of time and the crime involved will be considered in relation to specific job requirements.

### **III. 5. PERSONNEL FILE**

The information contained in personnel files is considered confidential information. No information will be placed in an employee's personnel file unless there is a clear business reason to do so.

Due to the confidential nature of personnel files, the Human Resource Manager is responsible for controlling all access to them. Personnel files are not to be copied or removed from the premises.

An employee may review his/her personnel file in the presence of the Human Resource Manager during normal business hours. Under no circumstances may an employee alter or remove any document in the file.

It is the sole responsibility of each employee to inform the Company of any changes in personal status that may alter their payroll or benefits status. Such information includes, but is not limited to:

- Last Name
- Address
- Emergency Contact
- Marital Status
- Telephone Number
- W-4 Deductions

### **III. 6. EMPLOYMENT REFERENCES**

Information concerning former or current employees is considered confidential. All mail and telephone inquiries are to be directed to the Human Resource Manager. Employees are strictly prohibited from providing any information regarding former or current employees.

Information released by Human Resources will include dates of employment and position(s) held only. Unless required by court order or subpoena, the employee must provide a signed release to the Human Resource Manager before additional information will be disclosed.

### **III. 7. EMPLOYMENT OF RELATIVES**

Family members (relatives) of current employees may be considered for employment if:

- The applicant meets the requirements of the position and successfully completes the application process;
- The hiring of the applicant will not create an actual or perceived conflict of interest.

If the hiring of an employee's family member (relative) creates an actual or perceived conflict of interest, one of the employees may be requested to transfer to another position, if an available job exists. If no suitable vacancy exists, one of the employees may be terminated.

Relatives will not be employed in positions which:

- Actual or perceived conflicts of interest would be created;
- a supervisory relationship would exist between the parties;
- Relatives would work in the same department;
- The employee would have access to the personnel records or salary information of their relative.

On occasions when the relationship occurs after employment, management will determine the disposition of the affected employees. In situations such as described above, employees may be requested to transfer to other positions, if available jobs exist. As previously stated, if no suitable vacancy exists, one of the employees may be terminated.

### **III. 8. OUTSIDE EMPLOYMENT**

Outside employment, which interferes with an employee's productivity or which, may result in a conflict of interest should be avoided. An employee should notify their immediate supervisor if any outside employment is obtained.

Employees should carefully consider the demands of any additional work activity. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, refusal to work overtime, or refusal to work different shifts.

Accepting employment with any employer that competes with any activity of the Company is prohibited.

Performing services for patients during non-working time that are normally performed by Company personnel during working hours is strictly prohibited.

Employees are not to conduct any outside business during paid working time.

### **III. 9. REHIRING FORMER EMPLOYEES**

Applications received from former employees will be processed according to the same procedures and given the same consideration afforded all other applicants. Prior performance records and circumstances surrounding prior termination will be considered.

Any employee that leaves/left the Company without providing sufficient notice (14 days) or is/was discharged by the Company for reasons of performance or misconduct will not be considered for rehire.

# IV. COMPENSATION

## IV. 1. EMPLOYMENT CLASSIFICATION

Physical Therapy Associates categorizes all employees with respect to position and federal / state regulations. Summary definitions are:

- Exempt Employee - any salaried executive, administrative, professional, or contracted position. These employees are exempt from both the minimum wage and overtime provisions of FLSA;
- Nonexempt Employee - any salaried or hourly employee who is not exempt from the minimum wage or overtime provisions of FLSA;
- Salaried Employee - employee whose wages are computed on an annual basis;
- Hourly Employee - employee whose wages are computed on an hourly basis.

Employees are also classified as one of the following three:

- Full-time - any employee who is regularly scheduled to work 30 or more hours per week. Full-time employees are eligible for all standard Company benefits;
- Part-time - any employee who is scheduled to work less than 30 hours per week. Part-time employees are not eligible for standard Company benefits;
- Temporary - any employee scheduled to fill a temporary job assignment that has a predetermined beginning and ending date. Temporary employees are not eligible for standard Company benefits.

## IV. 2. HOURS OF WORK

The standard work week for full-time employees is five days. Work schedules are based on the needs of the Company. An employee is not to deviate from the assigned work schedule without permission from their manager.

## IV. 3. BREAKS

Employees working more than four (4) consecutive hours are provided a lunch break of a minimum of thirty (30) minutes. Lunch periods are non-compensated time. Nonexempt employees will be compensated for breaks of less than fifteen (15) minutes. Managers determine employee lunch and break periods.

## IV. 4. RECORDING TIME

All nonexempt employees are required to record their hours worked each day, including "time in" and "time out". In locations where a time clock is not available, employees will write their time, in ink, on a time card, or computer sheet. The employee and his/her supervisor must initial changes to an employee's time card.

Recording or punching another employee's time or time card will result in disciplinary action up to and including termination.

#### **IV. 5. OVERTIME**

Employees are expected to work overtime when the need arises. Nonexempt employees will be paid time and one-half (1½) for work time that exceeds 40 hours during a scheduled work week. Exempt employees are not eligible for overtime.

Holidays, sick leave, and vacations are not considered time worked for the calculation of overtime pay. However, nonexempt employees will be paid two and one-half time (2½) their hourly wage for all hours worked on a holiday.

#### **IV. 6. SALARY AND WAGE INCREASES**

Salary and wage increases are granted on the basis of performance and/or promotion. All salary or wage increases will be reviewed and approved by the Human Resource Manager.

#### **IV. 7. PAYROLL**

Per federal and state laws, withholding and social security tax will be withheld from each employee's pay or wages. If you have any questions regarding deductions from your pay, contact your Human Resource Manager.

Payroll checks will not be released to anyone other than the employee without prior written authorization to the Human Resource Manager. This includes the employee's family members.

Pay and compensation should only be discussed with members of management.

#### **IV. 8. BONUS PLANS**

From time to time, the Company may institute bonus or incentive plans. Employees will receive details of any Bonus Plan or Incentive Plan as they are announced. Any employee who is on probation or disciplinary action are eligible for bonus plans.

#### **IV. 9. PERFORMANCE REVIEWS**

Supervisors and/or managers will be responsible for employee performance reviews (appraisals). Performance reviews evaluate an employee's job performance, job-related strengths, and job related weaknesses. The review is used to develop a plan for improvement, if needed. Performance reviews are also used to determine changes in job status and/or salary level.

The annual performance review (appraisal) shall be conducted with each employee on his or her anniversary date. During these reviews the employee and the supervisor will outline the employee's performance strengths and areas requiring improvement. Each review will establish:

- Results desired by management;
- Action management will take to help the employee obtain these results;
- Actions the employee will take to improve deficient areas;
- A completion date for correcting those deficiencies.

The performance appraisal will be reviewed and approved by the supervisor. Appropriate salary increases (if any) will be granted once reviewed by the Human Resource Manager. The written performance review will be retained in the employee's personnel file.



# V. BENEFITS

## V. 1. THE BENEFITS PROGRAM

Complete information regarding the benefit plans may be obtained from the Human Resource Manager. Physical Therapy Associates reserves the right to amend or terminate any of these voluntary programs at any time.

In the event of discrepancies between the information contained in this handbook and the official plan document and/or master insurance contracts, the latter will govern in all cases.

## V. 2. BENEFITS ELIGIBILITY

Full-time employees (scheduled 30 or more hours per week) are eligible for standard Company benefits after 90 days of continuous employment. Part-time employees are entitled to participate in the Company's benefits programs as defined.

## V. 3. INSURANCE

Physical Therapy Associates will reimburse 50% of the cost of individual or family health coverage to all eligible employees. These benefits are contingent on completing 90 days of continuous service.

For complete information regarding the Company's insurance benefit plans, consult your Human Resource Manager.

## V. 4. INSURANCE CONTINUATION

Provisions under federal law (COBRA) allow employees and covered family members to temporarily extend health insurance coverage at group rates in certain instances where coverage under the plan would otherwise end.

The Human Resource Manager will provide you with details concerning your rights and responsibilities under COBRA.

## V. 5. HOLIDAYS

Physical Therapy Associates observes the following holidays each year:

- New Years Day
- Good Friday
- 4<sup>th</sup> of July
- Memorial Day
- Labor Day
- Thanksgiving Day
- Christmas Day

## V. 6. Paid Time Off (PTO)

### 6.1 Full-Time Employees:

Purpose of PTO is to provide employees with flexible paid time off from work that can be used for such needs as vacation, personal or family illness, doctor appointments, school, volunteerism, and other activities of the employee's choice.

PTO compensation policy is applicable to all full-time employees averaging a minimum of thirty (30) hours per week over a quarterly period. Exempt employees will receive their base weekly salary during the week(s) of vacation. Non-exempt employees will receive forty (40) hours at their current hourly rate of pay.

Earned PTO time will begin to accrue per the following earning rate after completion of the 3 month probationary period and will be calculated based on date of hire and length of service:

Years of Service	Annual PTO Time	Accrual Rate per pay period
1 Year	2 weeks	3.08 hours
2 – 4 years	3 weeks	4.61 hours
5 - 7 years	4 weeks	6.15 hours
7 years and beyond	5 weeks	7.70 hours

PTO is not earned in pay periods during which unpaid leave, short or long term disability leave or worker's compensation leave are taken. Under the company's Family and Medical Leave Act (FMLA), all accrued PTO time is taken before the start of the unpaid FMLA time.

Employees may use time from their PTO bank in hourly increments. Employees must request PTO time at least two days in advance, unless the time is used for unexpected illness or emergencies. Requested PTO time must be approved by your supervisor in advance. The company can be better prepared for your absence if you allow as much notice as possible.

Employees will not lose any unused PTO time as we enter a new calendar year. Employees who have been employed with the company at least one year are paid for their unused PTO time at the end of employment up to 80 hours if they give at least two weeks notice. An employee who is fired will not receive their unused PTO time. If an employee has used PTO time not yet accrued upon the end of employment, the PTO is deducted from the final paycheck. Employees who give two weeks notice of employment termination must work the two weeks without utilizing PTO.

If an employee wishes, they may donate unused PTO time hours to an employee in need.

### 6.2 PTO Cash-Out.

Although we encourage you to take time off work to have a balanced life style, employees are allowed to cash-out some PTO time to help with financial needs. The following guidelines must be followed:

1. The employee must have at least 100 hours in their PTO bank.
2. The employee cannot request more than 40 hours PTO to be cashed out in a calendar year.

3. The cash-out is subject to approval by management based on current business financial demands.

#### **V. 7. BEREAVEMENT LEAVE**

In the unfortunate event of a death in the immediate family, an employee may be given up to three days of leave. Immediate family members include your spouse, child, parents, brothers, sisters, grandparents, grandchildren, and corresponding in-law relationships.

#### **V. 8. SOCIAL SECURITY**

The Social Security Administration and Physical Therapy Associates require your current name and correct social security number. If you have a name change or notice an incorrect social security number, please notify both parties.

#### **V. 9. MILITARY LEAVE**

Members of the U.S. Military Service will be granted time off (unpaid) for the performance of their service duties, including initial training, active duty, inactive duty training, and full-time National Guard duty.

Reserve Military Duty – employees with military reserve obligations, ask your Human Resource Manager about Company pay benefits, if any, provided during your participation.

Failure to report back to work immediately after reserve duty or your military discharge will be regarded as a voluntary resignation.

#### **V. 10. MEDICAL LEAVE OF ABSENCE**

Eligible full time employees may be granted a medical leave of absence if temporarily disabled due to illness or injury. A medical leave of absence can be granted for up to twelve (12) weeks. Proper documentation by a physician will be required. Documentation must include the date on which the disability began, the reason the employee is not able to perform his or her duties, and the estimated date the employee will return to work. A Request for Leave of Absence form must be completed and approved by the supervisor and the Human Resource Manager. The employee will be paid their unused sick time and vacation time if they wish. The employee will not receive any other pay from the company during this period.

Seniority for benefit eligibility purposes will not accrue during a medical leave of absence.

Health care benefit reimbursement by the Company will be continued for up to three months of the disability.

A written (unrestricted) release from the employee's physician must be presented to the Human Resource Manager prior to returning to work.

## **V. 11. FAMILY LEAVE OF ABSENCE**

Up to 12 weeks of leave, Family Leave of Absence, may be granted in any 12-month period. Family Leave of Absence may be granted for one or more of the following:

- Birth of a child;
- Placement of a child for adoption or foster care;
- Caring for a spouse, child or parent with a serious health condition.

Employees requiring Family or Medical Leave of Absence should consult their Human Resource manager for further details.

Employees on Family Leave of Absence are required to contact the Company within three working days of Leave expiration.

Physical Therapy Associates cannot guarantee placement within the same position or availability of a position at the conclusion of a personal, family, or medical leave of absence. Every effort will be made to reinstate an employee into the position that he/she held prior to the leave. If the same position is not available upon their return, the Company, at its sole discretion, may offer the employee another available position.

Employees who elect not to accept an alternative position after return from a leave of absence will be terminated. However, they will be eligible for rehire if their original position becomes available at a later date.

Engaging in gainful employment during a leave of absence will be considered a voluntary resignation.

## **V. 12. HEALTH CLUB MEMBERSHIP**

The Company will pay 50% of the monthly fee for a health club membership at Nautilus Health Center in Huntsville to employees who work a minimum of 20 hours per week. Continuation of this benefit is contingent upon the employee adhering to all rules and regulation determined by Nautilus.

## **V. 13. WORKERS' COMPENSATION**

All job-related injuries and accidents, regardless of the severity or lack thereof, must be immediately reported to your manager. Your manager will complete the appropriate report and submit it to the Human Resource Manager.

Employees are expected to return to work immediately upon release by their doctor. Employees on workers' compensation leave who have completed one year of continuous service with the company will be allowed to return to the same or comparable position if released within 12 weeks after injury.

#### **V. 14. JURY DUTY**

Physical Therapy Associates will grant an employee time off for mandatory jury duty. Employees will also be granted time off when required to appear as a result of a court order or subpoena. The employee must provide a copy of the court order, subpoena, or jury summons to their manager.

Hourly employees will receive eight (8) hours pay per approved day of jury duty.

The Company will not compensate an employee that is a party to any civil or criminal litigation.

#### **V. 15. UNEMPLOYMENT COMPENSATION**

Employees are eligible for unemployment compensation as specified by the state unemployment compensation laws. Physical Therapy Associates pays the entire cost of unemployment compensation coverage.

#### **V. 16. EDUCATIONAL ASSISTANCE**

Employees are encouraged to pursue education in a related field. Physical Therapy Associates may reimburse an employee for continuing education classes that relate to their job requirements.

Participation in any course or continuing education class should not interfere with an employee's job performance or responsibilities.

#### **V. 17. TRAVEL EXPENSES**

All pre-approved Company travel expenses are reimbursable. The Company will only reimburse reasonable expenses incurred while traveling on Company business. The Company reserves the right to pay for travel expenses on a per diem basis.

#### **V. 18. REIMBURSABLE EXPENSES**

Expense reports will be used to reimburse employees for their out-of-pocket expenses on the Company's behalf. Expense reports must include all receipts from lodging, airfare, meals, and other transactions.

# VI. SEPARATION

## VI. 1. GENERAL

Employment with the Company is on an at-will basis. Employees are free to terminate their employment at any time, with or without cause. In addition, the Company may terminate the employment relationship at any time, with or without cause.

## VI. 2. JOB ABANDONMENT

Two consecutive days of absence without properly notifying the Company will be considered a voluntarily resignation (abandonment). The effective date of termination will be the last day the employee reported to work. In the event an employee abandons their job, they will not be entitled to any accrued vacation pay.

## VI. 3. VOLUNTARY RESIGNATION

Employees are required to provide a minimum of two weeks written notice prior to the effective date of their resignation. Vacation time may not be used during this time. The Company may permit an employee to continue employment during the two-week notice period or accept their resignation immediately. In the event the Company chooses to accept the resignation immediately, the employee will be paid for the remaining portion of the two-week notice period.

## VI. 4. PERFORMANCE-BASED RELEASE

A performance-based release is a separation initiated by the Company for unacceptable job performance.

## VI. 5. ACTS OF MISCONDUCT

A termination for misconduct is a termination initiated by the Company for unacceptable conduct or behavior.

## VI. 6. OTHER FORMS OF SEPARATION

An individual's employment with Physical Therapy Associates may also be terminated for, but not limited to, any of the following reasons:

- Reduction in the Company's workforce;
- Elimination of the employee's position;
- Retirement;
- When deemed appropriate for reasons other than job abandonment;
- Performance based release;
- Act of misconduct.

## **VI. 7. TERMINATION PROCEDURES**

On or before the last day of work, or at Physical Therapy Associates' request, employee's are required to return all uniforms, company tools, equipment, keys, memoranda, notes, records, drawings, manuals, computer files, and/or other documents, including all copies of such items, which in any way relate to the business or affairs of the Company or any of its employees, patients, consultants, or agents. This includes other Company property such as corporate credit cards, etc.

Any employee leaving the Company, regardless of separation reason or method, will generally be given the option of an exit interview with the Human Resource Manager. During this exit interview the employee will be given the opportunity to ask questions and/or make comments regarding their job. Additionally, other issues, including the following, may be discussed:

- Reason for termination;
- Status of insurance and other benefits;
- Final pay;
- Return of keys and other Company property;
- Correct forwarding address.

Resigning employees will receive their final pay on the next regularly scheduled payday. Employees terminated by the Company will be paid their final paycheck on the next regularly scheduled pay day.

# VII. APPENDIX

## A. PERFORMANCE EVALUATION

### Sample Performance Evaluation

Name \_\_\_\_\_

Job Title \_\_\_\_\_

Evaluation Period From \_\_\_\_\_ to \_\_\_\_\_

Probationary       Annual       Initial 90 Day

#### Definition of Terms

<b>U</b>	Unsatisfactory performance - Seldom meets established standards; must improve for continued employment
<b>N</b>	Needs improvement - Sometimes meets established standards but lacks consistency; seldom exceeds and often falls short of desired results; must improve for continued employment
<b>G</b>	Good performance - Meets and occasionally exceeds established standards
<b>VG</b>	Very good performance - Consistently meets and frequently exceeds expected levels of performance
<b>O</b>	Outstanding performance - Consistently meets and almost always exceeds expected levels of performance

#### Section I Following are abilities and characteristics that contribute to your job performance

<b>1.</b>	Job knowledge – Displays understanding of job requirements	<u>    </u> <b>U</b> <u>    </u> <b>N</b> <u>    </u> <b>G</b> <u>    </u> <b>VG</b> <u>    </u> <b>O</b>
<b>2.</b>	Quality of work - Completes assignments with thoroughness and accuracy	<u>    </u> <b>U</b> <u>    </u> <b>N</b> <u>    </u> <b>G</b> <u>    </u> <b>VG</b> <u>    </u> <b>O</b>
<b>3.</b>	Quantity of work – Completes work in a timely and efficient manner	<u>    </u> <b>U</b> <u>    </u> <b>N</b> <u>    </u> <b>G</b> <u>    </u> <b>VG</b> <u>    </u> <b>O</b>
<b>4.</b>	Initiative – Works independently with little supervision; follows through and is a self-starter.	<u>    </u> <b>U</b> <u>    </u> <b>N</b> <u>    </u> <b>G</b> <u>    </u> <b>VG</b> <u>    </u> <b>O</b>
<b>5.</b>	Attendance and Adherence to Work Schedule – Maintains an acceptable attendance record; is punctual in starting workday and adheres to break schedules	<u>    </u> <b>U</b> <u>    </u> <b>N</b> <u>    </u> <b>G</b> <u>    </u> <b>VG</b> <u>    </u> <b>O</b>
<b>6.</b>	Interpersonal Relations - Maintains harmonious working relationships with supervisors and co-workers.	<u>    </u> <b>U</b> <u>    </u> <b>N</b> <u>    </u> <b>G</b> <u>    </u> <b>VG</b> <u>    </u> <b>O</b>
<b>7.</b>	Patient Relations – Initiates and maintains harmonious relationships with patients and the public.	<u>    </u> <b>U</b> <u>    </u> <b>N</b> <u>    </u> <b>G</b> <u>    </u> <b>VG</b> <u>    </u> <b>O</b>
<b>8.</b>	Organization – Maintains work station and responsible area(s) in a organized and neat manner.	<u>    </u> <b>U</b> <u>    </u> <b>N</b> <u>    </u> <b>G</b> <u>    </u> <b>VG</b> <u>    </u> <b>O</b>
<b>9.</b>	Overall Rating - To rate overall performance, and not necessarily an average of above ratings	<u>    </u> <b>U</b> <u>    </u> <b>N</b> <u>    </u> <b>G</b> <u>    </u> <b>VG</b> <u>    </u> <b>O</b>



**Section II**

**1. List specific goals to enhance employee's contribution to organization:**

**2. List specific comments on employee's strengths and achievements that have enhanced performance:**

**3. List employee's professional development activities during the past year (e.g.. academic courses, skills enhancement, time management, cultural diversity/gender equity training). This should be done with employee's input:**

**Section III**

FOR EMPLOYEE TO COMPLETE: (Use additional paper as necessary)

1. Physical Therapy Associates is interested in your input. Please list any areas in which you feel we could make improvements or you would like to see changed in any way.

2. To further improve your skills or pursue you interests as related to our company, list any additional responsibility you would like to have or any training you would like to have available.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

My signature shows that I have received a copy of my evaluation and had an opportunity to discuss it with my supervisor. My signature may or may not indicate agreement with the evaluation. I understand that if I choose to respond in writing to my evaluation, I have five workdays to do so, and that my reply will be filed with the evaluation.

Evaluating Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

# VII. ACKNOWLEDGEMENT OF UNDERSTANDING

## Employee Handbook Acknowledgement of Receipt and Understanding

I hereby certify that I have read and fully understand the contents of the Employee Handbook. Furthermore, I have been given the opportunity to discuss any information contained therein or any concerns that I may have. I certify that my employment and continued employment is based in part upon my willingness to abide by and follow the Company's policies, rules, regulations and procedures. My signature below certifies my knowledge, acceptance, and adherence to the Company's policies, rules, regulations and procedures and that the Company's offer of employment was based on my promise to abide by and follow said policies, rules, regulations, and procedures.

I further certify that my application and subsequent acceptance of employment is true and bona fide, and I am honestly interested in working in the position(s) for which I have been employed. Furthermore, I certify that I have sought and obtained employment with this company solely to provide me with the benefits of a job and for no other purpose.

I acknowledge that Physical Therapy Associates reserves the right to modify or amend its policies at any time, without prior notice. These policies do not create any promises or contractual obligations between this Company and its employees. At this Company, my employment is at will. This means I am free to terminate my employment at any time, for any reason, with or without cause, and this Company retains the same rights. I further understand and agree that the Owners of this Company are the only persons who may make an exception to this, including the at-will status of my employment, and it must be in writing and duly executed by the Owners of this Company.

**AUTHORIZATION TO RELEASE INFORMATION:** I authorize the references and/or employers listed on my employment application, or any other documents I have provided to this Company, to give Physical Therapy Associates any and all information concerning my previous employment and pertinent information they may have, personal or otherwise, and release all parties from all liability for any damage that may result from furnishing such information to this Company. I agree and understand that this Company and its agents may investigate or seek information concerning my background and/or previous employment, whether of record or not. I further agree and understand that if employed, the Company may at any time seek any information from whatever source, which in its discretion, it deems relevant to my employment. I also understand that any investigation or information sought regarding my previous employment or consumer records may not be completed or in possession of this Company and thus my continued employment may be affected by such information once received. I hereby acknowledge, confirm, convey, agree, and grant this Company's right to act on any additional information received including, at the Company's sole discretion, termination of my employment.

**NO DRUG USE POLICY:** This Company does not hire persons who use illegal drugs. All persons seeking employment or employed with this Company may be required to take and pass a screen for illegal drugs, and may be subject to periodic tests for illegal drugs. I hereby voluntarily consent to provide a urine specimen (or blood specimen as required for alcohol testing only) at a collection facility designated by this Company, and further consent to have the specimen tested at a laboratory selected by this Company. I hereby certify that I:

(check one) do \_\_\_\_\_ or do not \_\_\_\_\_ use illegal drugs.

Signature \_\_\_\_\_ Date \_\_\_\_\_