

EMPLOYEE HANDBOOK

Health Care Associates (HCAs)

EMPLOYEE HANDBOOK “RECEIPT AND ACKNOWLEDGMENT”

Instructions to Health Care Associate (HCA) Employee

1. Please read this “Employee Handbook Receipt and Acknowledgement” page.
2. Complete the Acknowledged and Agreed section below, including your signature.
3. Remove this page and return it to your Branch Manager.

I have received a copy of the Employee Handbook for ATC Healthcare Services, Inc., and I understand that I am responsible for reading, becoming familiar with and abiding by its contents.

I understand that any of the provisions of this Employee Handbook may be changed, modified or deleted by ATC Healthcare Services, Inc. at any time.

I understand that neither this handbook nor any other written or oral communications by a management representative, in any way, creates a contract of employment. I understand and agree that my employment relationship with the Company is “at-will,” and may be ended either by the Company or me at any time for any reason.

I understand that no person other than the President or Chief Executive Officer of ATC Healthcare Service, Inc. is authorized to make any agreements that differ from the provisions of this Employee Handbook and if such agreement is made, it must be in writing by the President or Chief Executive Officer.

Acknowledged and Agreed

Employee Name (please print): _____

Branch or Department: _____

Employee Signature: _____

Date: _____

Please remove this page and return it to your Branch Manager.



ATC Healthcare Services, Inc.

We are pleased that you have joined ATC Healthcare Services, Inc. This handbook has been designed to assist you in what we hope will be an exciting career with one of the premier national healthcare staffing companies. Contained within this handbook includes information regarding the benefits currently offered to employees and summaries of some of the personnel policies and standards necessary for ATC to maintain its commitment of quality service to the healthcare industry.

Please read your handbook carefully and keep it for future reference. If you have any questions, please do not hesitate to discuss them with your Branch Manager or the Human Resource Department.

We believe that our continued success depends upon the quality and performance of our team of people. Our commitment to quality service begins with you!

Welcome Aboard!

Introduction

This Handbook is designed to acquaint you with ATC Healthcare Services, Inc. (referred to herein as the Company) and to provide you with general information about conditions of employment, guidelines on some of the policies and procedures affecting Company employees and information regarding current benefits offerings. It describes many of your responsibilities as an employee. You should read, understand and comply with all of the provisions of this Handbook.

No-Discrimination

ATC Healthcare Services, Inc. is an Equal Employment Opportunity employer and does not discriminate against any applicant or employee because of race, color, religion, national origin, sex, age, disability, or any other characteristic protected by federal, state or local laws. If you believe that you have been discriminated against, please notify your Branch Manager or Human Resources immediately. You may report an incident without fear of reprisal or retaliation. Reports will be investigated and corrective action will be taken where appropriate.

No Contract

This Handbook cannot anticipate every possible situation that may occur or answer every question about Company policy. It is a summary of the policies and procedures in effect at time of publication and serves as general guidelines. This Handbook is not a contract nor is it intended to create contractual obligations of any kind either upon you or ATC Healthcare Services, Inc.

If you have any questions, please contact your Branch Manager. As the Company reviews its policies and procedures, it may from time to time revise, change, add, modify, or cancel policies, procedures and benefits described in this Handbook. The determination to do so and the changes that may be made from time to time, are within the sole and absolute discretion of ATC Healthcare Services, Inc.'s management, and may be done with or without prior notice.

Employment At-Will

The employment relationship between employees and ATC Healthcare Services, Inc., its parent Company, licensees, subsidiaries, and affiliate companies is "at-will". This means that ATC or the employee may end the employment relationship at any time with or without reason.

Hiring Process

Each employee is required to successfully complete the Hiring Process. This includes, but is not limited to:

- ⇒ Completion in full of an employment application and all required employment forms
- ⇒ Successful drug screening and criminal background check
- ⇒ Verification of professional and personal references®
- ⇒ ⇒ Acknowledgement of all company General Safety Rules

If an employee does not provide a necessary consent or release in order for information to be

obtained by ATC or as required for placement with a client(s), or if it is discovered that information provided is false, or if there are material omissions of information, then ATC reserves its right in its sole discretion to rescind the offer of initial employment or terminate the services of a Healthcare Associate if employment has already begun.

Personal Information Changes

It is the responsibility of all employees to immediately notify the Branch Manager of any changes in personal information or status. Examples include, but are not limited to: name, address, marital status, telephone number, number of dependents, emergency contact, educational accomplishments, license or certification suspension or revocation, or any other changes in status or personal information.

Employment Applications

ATC relies upon the accuracy of all information that you provide in the employment application as well as the accuracy of all other information that you present throughout the Hiring Process and the employment relationship. This includes, but is not limited to prior employment, reasons for leaving previous employment positions, education, verification of licenses, convictions, certifications, permits, professional and personal references, etc. All information is subject to verification.

Your employment application and all other forms must be completed fully and signed. Any misrepresentations, falsifications or material omissions in any manner, whether on employment forms or verbally, may result in the offer of employment being rescinded and your being excluded from further consideration for employment. If the falsification, misrepresentation or omission is discovered after you have been hired, you are subject to termination from employment.

Immigration Law Compliance

ATC Healthcare Services, Inc., in conformance with the federal Immigration Reform and Control Act of 1986 as amended, is committed to employing only United States citizens and legal aliens who are authorized to work in the United States. The Company does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Act each new employee (including former employees who are re-hired) must, as a condition of employment, complete the Employment Eligibility Verification Form I-9 and present documentation within 3 days of employment establishing identity and employment eligibility.

Employment Reference Checks

Providing satisfactory employment references is required as part of the Hiring Process. To ensure that individuals who join ATC Healthcare Services, Inc. are appropriately qualified and have a strong potential to be productive and successful, it is Company policy to verify the employment and references of all applicants for employment.

This may be done by telephone, mail or both. If the Company does not receive satisfactory

references, and/or if references are not received in a timely manner, the Hiring Process is considered incomplete and the employment offer may be rescinded or employment ended by the Company.

Criminal Background Investigation and Drug Testing

As a condition of employment and prior to being assigned to any of ATC's client facilities, you are required to: a) sign a statement authorizing ATC to investigate and examine any criminal records that may be on file; and, b) sign a "Drug Screen Authorization and Consent" form, which includes requiring a drug screen test whenever an on-site-job accident or injury is reported.

Conviction of a crime is not necessarily a bar to employment. In the event the branch requires a criminal background check and/or drug test, any positive result may be grounds for rescinding the offer of employment, or termination if the results are received after the employee has been employed.

In the event a client facility requires Healthcare Associates who will be assigned there, to undergo a criminal background investigation and/or drug testing as a condition(s) for assignment, ATC will comply with the client facility's requirements and assign only those Healthcare Associates who meet these requirements. You will be informed of the client's requirement. If you choose to decline to undergo the criminal background check and/or drug screening, you will not be placed in that client facility, and you may not be eligible for placement at any of ATC's other client facilities.

Results of the background investigation or drug test will be kept confidential. Results will only be shared with the client facility if requested and only after you have authorized its release. If drug test results are positive, you may be subject to disciplinary action up to and including termination. If a criminal background check reveals a prior conviction(s), an administrative determination will be made as to your continued employment.

ATC Healthcare Services, Inc. reserves its rights to modify this policy at any time to require more extensive testing and background checking.

No-Harassment

ATC Healthcare Services, Inc. is committed to a policy where our employees are free of unlawful harassment. Actions, words, jokes, or comments based upon an individual's race, color, religion, national origin, sex, age, disability, or other characteristic protected by federal, state or local laws is in violation of Company policy. If you feel you have been subjected to harassment, you should promptly report the matter to your Branch Manager or ATC's Vice President of Human Resources who will undertake an investigation of the allegation. You may raise your concerns or make a report without fear of reprisal.

Sexual Harassment Policy

While all forms of harassment are prohibited, ATC Healthcare Services, Inc. specifically prohibits sexual harassment in the workplace. It is a form of sex discrimination.

The courts and the EEOC define sexual harassment as any unwelcome sexual advances or

requests for sexual favors or any conduct of a sexual nature when:

- ◆ Submission is made explicitly or implicitly a term or condition of employment
- ◆ Submission or rejection is used as the basis for employment decisions
- ◆ The conduct has the purpose or effect of substantially interfering with an individual's work or creates a hostile, intimidating, or offensive work environment

Anyone who feels they have been subjected to sexual harassment or who becomes aware of possible sexual harassment should report the matter at once to their immediate supervisor. Alternatively, the employee may report the matter directly to the Vice President of Human Resources.

ATC encourages employees to report any complaints in writing. Every report of actual or perceived harassment will be investigated and corrective action will be taken where appropriate. No one will be retaliated against for making a report under this policy. All such reports will be treated confidentially on a need to know basis. Violations of the sexual harassment policy by any ATC employee will not be permitted and may result in disciplinary action up to and including discharge.

Pay Practices and Timekeeping

Paychecks are distributed each Monday. Paychecks are based upon the number of hours you have worked during the previous pay period.

While on active assignment and meeting eligibility requirements, you are covered under federal and state wage and hour laws including overtime provisions.

You are required to accurately record all working hours on an official ATC time slip. You must sign your own time slip and the assigned representative of the facility to which you are assigned must approve it. Time slips must be submitted weekly. You may not sign for another employee nor may you allow another employee to sign your time slip.

Individual and group time slips are official business records and must honestly reflect hours worked. If you intentionally submit inaccurate, forged or falsified time records, you will be required to reimburse ATC if you received pay based upon the falsified time slip. In addition, you will be subject to disciplinary action up to and including termination and possible legal action.

Pay Deductions and Corrections

The law requires ATC to make certain deductions from every employee's paycheck. Among these are applicable federal, state and local taxes. ATC must also deduct social security taxes on each employee's earnings up to the federally specified limit called the "social security wagebase." ATC contributes a matching amount of social security taxes paid by each employee. You may make voluntary contributions to ATC's 401K Tax Deferred Savings Plan, or group insurance program through payroll deduction. ATC may be ordered to make deductions from your pay when required by legal notice. Some examples of these include: wage garnishments, wage assignments, child care payments, etc.

In the unlikely event that you find an error in the amount of your pay or deductions taken, either too much or too little, you should promptly report the discrepancy to the attention of your Branch Manager. Your Branch Manager will review and verify the matter so that corrections may be made as quickly as possible. If there is an overpayment, you are obligated to immediately report and repay all overpaid monies.

Overtime

Healthcare Associates who are eligible, will be paid overtime at the rate of 1 and 1/2 times their normal hourly rate for approved overtime as provided for by federal and/or state law.

Healthcare Associate Employee Benefits

ATC Healthcare Services, Inc. offers its employees a variety of exclusive benefits and protections under the law that independent contractors and employees of other temporary staffing companies do not provide.

The benefits listed are offered as of the date of this publication. This summary is a representation in general terms of the benefits offered. It is not to be construed as a contract of current or continued offerings or entitlements. Benefits offered are subject to change, modification, substitution or cancellation at any time without prior notice at the sole discretion of ATC Healthcare Services, Inc. For detailed information and specific eligibility requirements, please speak to your Branch Manager.

Please reference the “Brief Outline of Employee Benefits,” which summarizes the following employee benefit plans, including eligibility requirements:

- > **Medical Plan**
- > **Dental / Vision Insurance Plan**
- > **Flexible Spending Accounts**
- > **Tuition Reimbursement Program**
- > **401(k) Savings Program**

Workers' Compensation

In the event you sustain a work-related injury while on duty, you will be covered under ATC's Workers' Compensation insurance while actively on assignment.

You must report the injury to your supervisor and your ATC branch office immediately.

Family and Medical Leave

Under the Family and Medical Leave Act of 1993, as amended, eligible employees can apply for family or medical leave of absence of up to 12 weeks without pay. Leave must be relating directly to childbirth, adoption, childcare, or to care for a spouse, child, parent or for the employee's own “serious health condition.” In order to be eligible, you must be an employee for at least 12 months and have worked at least 1,250 hours during the 12 months immediately prior to the leave request.

Medical documentation and a request form for FMLA leave are required 30 days in advance, where possible, in conformance with the requirements of the policy. In addition, you may also be eligible for short-term disability, if it is provided as a requirement in your state. Please see your Branch Manager for further details, eligibility and forms.

If an employee is terminated or suspended from one branch of ATC, the employee may not apply for employment at another ATC branch.

Drug-Free Workplace/Drug and Alcohol Use

Under the provisions of the federal Drug Free Workplace Act, it is the policy of ATC Healthcare Services, Inc. to maintain a workplace that is free of illegal drugs and other intoxicating substances.

As a condition of initial and continued employment, ATC staff members at all times, while on assignment and/or while conducting ATC related business activity in any location, are prohibited from manufacturing, possessing, distributing, dispensing, selling, or using alcohol, illegal drugs and legal drugs, which are not prescribed for the employee, or any other intoxicating or controlled substance.

Except as otherwise permitted by law, the legal use of drugs prescribed for the employee is permitted while on assignment as long as it does not impair the employee's ability to perform essential job functions, render appropriate patient care in an effective and safe manner, or endanger the employee or others.

An employee need not be using the intoxicating substance while on duty to be in violation of this policy. Returning to duty after a meal or break period, or reporting at the beginning of the shift under the influence or intoxicated is prohibited. If an employee is suspected of being under the influence of an intoxicant of any kind, the employee may be asked to submit to a test to rule out the use of an intoxicant.

Should an employee be convicted of a crime, including any activity involving drugs or alcohol, the employee is required to inform ATC Healthcare Services, Inc. within 5 days.

Violations of this policy may lead to disciplinary action up to and including termination of employment, loss of professional license or certification and possible legal consequences. ATC Healthcare Services, Inc., its parent company, franchises and affiliated companies reserves its discretionary right to take administrative action deemed necessary with employees who violate this, or any policy.

Certain branches and client facilities may require Healthcare Associates to undergo drug screening as a condition of being assigned to them. Any Healthcare Associate who chooses not to undergo such a screening or who does not successfully pass such a screening may not be considered for assignment at those client facilities as well as any of ATC's other client companies.

ATC Healthcare Services, Inc. reserves its rights to modify this policy at any time to require more extensive testing.

Work Place Safety

You are expected to obey all safety rules and precautions, and to exercise caution in all work activities while on assignment. If you encounter an unsafe condition, you must bring it to the attention of your supervisor immediately.

In conformance with ATC's Workers' Compensation policy, should you sustain a workplace injury, you must immediately notify your Branch Manager. If you are treated for a job related injury or obtain medication and are presented with a medical bill, you should forward the medical bill to your Branch Manager. Failure to comply with the above may delay the processing of your claim.

- ◆ You may not trade or switch an assignment with another HCA without prior approval of your Branch Manager.
- ◆ You must record your time accurately and honestly and must obtain the appropriate signature from the client facility verifying your hours.