

Action Associates Employee Handbook



A Division of Work Skills Corporation

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ACTION ASSOCIATES EMPLOYEE HANDBOOK

2011

100 Summit Street, Brighton, MI 48178
www.actionassociates.us.com 810-534-6166

MISSION STATEMENT

To Optimize Human Potential

VISION

Our teams of talented people are motivated to provide superior Employment, Training, Education and Health Care Services that are customer driven, high quality and innovative.

CORE VALUES

- We value and respect the dignity and individualism of people
- We value teamwork, continuous improvement and customer satisfaction
- We value entrepreneurship and innovation, combined with fiscal responsibility
- We value our commitment and responsibility to the communities we serve

Welcome!

We are pleased to welcome you to the Action Associates team. Established in 1990, Action has developed long-standing relationships and a strong reputation with many Metro Detroit area companies. We look forward to assisting you in your current job search and with your ongoing career development. This handbook is designed to help prepare you for work with Action Associates. With you on our team, we hope to achieve excellence in the quality we deliver to our customers and in the services we provide to you.

Please review the handbook carefully and feel free to ask any questions. You will be responsible for complying with the policies outlined within its pages. These principles should help us maintain a positive and mutually beneficial working relationship.

Thank you for choosing Action Associates!

Tina Jackson

Vice President, Action Associates

Application of Handbook

This employee handbook applies to all Action Associates employees, regardless of placement or Client site, unless otherwise specifically excluded. These policies supersede all other prior and subsequent verbal or written policies, statements, understandings or agreements made to you about the terms and conditions of your employment or relationship with Action Associates, salary and/or benefits. They are not intended to contain all the rules, policies or regulations of Action Associates. Action Associates retains the right to unilaterally change these or other policies, rules, and procedures at any time.

“At Will Employment”

Employees are not employed for any definite time period. Just as an employee may resign at any time for any reason or for no reason, Action Associates reserves the right to release an employee at any time for any reason or no reason, with or without cause and with or without notice. No officer, representative or employee of Action Associates has the authority to enter into an agreement for employment for any specified period of time, or to make any agreement contrary to the provisions contained in this Employee Handbook, except the Senior Vice President, and any such changes and/or agreement must be made in writing directed to you personally and signed by the Senior Vice President or President.

Revenue recognized from Action Associates help support Work Skills Education, Employment & Training programs.



Intent of Policies

This handbook describes the general philosophy of Action Associates and sets forth specific information in order to better inform you about Action Associates, its policies and procedures, and about various benefits available to you. It is not intended that any statements in this handbook will create any contract of employment other than a contract for at-will employment.

Employment Opportunities

Now that you are part of our team, we will contact you when your skills and interests match our customers' job requirements. Our goal is to find the right opportunity that best suits your employment needs. You can choose from the following:

Temporary Assignments: These assignments vary in duration and allow you the flexibility of working according to your schedule.

Temp-to-hire Assignments: This type of assignment gives you and the customer the opportunity to evaluate your fit before a full-time hiring decision is made.

Direct Hire positions: These are positions which Action handles the recruiting and screening of candidates to be hired directly by the customer.

Rules of Conduct

Action Associates believes that all of its employees should take pride in their jobs and desire to perform them in an efficient and effective manner. However, the company believes that rules of conduct are necessary for any group of people working together. This handbook sets forth the rules of conduct as currently established by Action Associates. All employees are responsible for knowing, understanding, and abiding by these rules. Action Associates employees are also responsible for following company specific rules of conduct at Client site(s). The following list contains examples of some of the conduct which is prohibited and which may result in discipline up to and including discharge. The following is neither a complete nor exhaustive list, but is only illustrative of some of the conduct or circumstances, which are to be avoided, and which, at Action Associates' sole discretion, might result in disciplinary action up to and including discharge. These examples are in no way a limitation on or intended to change Action Associates' at-will policy.

1. Poor attendance.
2. Frequent tardiness.
3. Failure to properly report absence from work in accordance with Action Associates' attendance policy or without showing good cause for not so reporting.
4. Making false statements or submitting false documents for the purpose of explaining an employee's absence from work or failure to properly report such absence.
5. Leaving Action Associates or Client's premises during the employee's working hours without the immediate supervisor's permission.
6. Failure to promptly report and start work after lunch break and rest periods.
7. Violation of safety rules or procedures established by Action Associates or Action Associates' Client.
8. Failure to immediately report accidents or personal injuries.
9. Violation of Action Associates' anti-violence policy.
10. Violation of Action Associates' drug/alcohol policy.
11. Violation of Action Associates' anti-harassment or anti-discrimination policy.
12. Violation of Action Associates' personal use of equipment / e-mail / voice mail / Internet policy.
13. Unauthorized acceptance of gifts, gratuities, or tips.
14. Gambling on Action Associates' premises or at an Action Associates Client site.
15. Falsification of timecards, production records, personnel record, or any other Action Associates record or reports.
16. Deliberately punching and/or tampering with another employee's time card.
17. Unauthorized removal of a time card from the racks.
18. Repeated failure to punch own time card at start and/or end of shift.

Rules of Conduct (continued)

19. Unauthorized possession of Action Associates or Action Associates' Client's property, products, or equipment.
20. Theft or misappropriation of Action Associates' or Action Associates' Client's property, another employee's property, or property entrusted to Action Associates.
21. Deliberately damaging, misusing, destroying, abusing, or misplacing property belonging to Action Associates, Action Associates' Clients, or another employee.
22. Sabotage.
23. Refusal to submit to an inspection of packages when Action Associates staff has a reasonable suspicion that the employee is in violation of Action Associates rules of conduct.
24. Unauthorized disclosure of confidential consumer information or records.
25. The making or publishing of any false, vicious, malicious, or disparaging statement concerning any employee, supervisor, Action Associates, Action Associates' Clients, their work or products.
26. Disorderly conduct, horseplay, threatening, abusing or interfering with another employee or supervisor of Action Associates or an Action Associates' Client.
27. Fighting on Action Associates' premises or Action Associates' Client's site at any time.
28. Physical, verbal, or mental abuse of Action Associates' employees, Action Associates' Clients, or visitors.
29. Immoral or indecent conduct.
30. Sleeping during scheduled working hours.
31. Refusal to release or give information pursuant to an internal investigation.
32. Creating or contributing to unsanitary conditions.
33. Convictions of a felony while an Action Associates employee (whether appealed or reversed).
34. Refusal or intentional failure to perform a job assignment or follow instructions. All employees are expected to follow instructions and perform the job assigned.

Violations of the above will result in disciplinary action as appropriate at the sole discretion of Action Associates. Discipline ranges from verbal reprimand to immediate discharge, depending upon the seriousness of the violation.

Attendance

It is important to Action Associates that each employee reports to work regularly and on time. If you are unable to come to work for any reason, you are to notify your Client site supervisor prior to the start of your scheduled shift as well as your Action Associates representative. When reporting an absence, you must state the reason for the absence and indicate the expected duration of the absence. Unless otherwise excused, you are required to call in each day you are absent.

Poor attendance, frequent tardiness, and/or improper or inaccurate recording of time, may result in discipline up to and including discharge. Failure to report an absence will result in the absence being considered unauthorized and could result in termination of employment with Action Associates. Action Associates reserves the right to deem an employee a voluntary quit following an unexcused absence.

Communication with your Action Representative...

You are expected to maintain communication with the Action office when the following situations occur:

- You are going to be late or have an emergency that prevents you from reporting to work.
- You are unable to complete an assignment.
- The work you have been asked to do is substantially different from the work described to you by your Staffing Coordinator.
- You are injured on the job or the work environment appears unsafe.
- You are not satisfied with your work assignment.
- Your availability has changed and/or you plan to take time off for a vacation or holiday.
- You have been asked by the customer to work overtime.
- Your address, email or phone number has changed.
- Your assignment ends. You must call us within 7 days of the assignment ending to let us know of your availability for your next assignment. Failure to do so constitutes a voluntary quit that may have an adverse impact on unemployment benefits.
- The customer offers to hire you directly.
- You are charged with, or found guilty of, any criminal offense.
- You are instructed or prevented from recording and reporting all actual hours worked, at any point in your assignment.

Getting Paid

As an employee of Action Associates, you will receive your paycheck from us. As such, we are committed to providing you accurate and timely pay. Action's standard work week is Sunday through Saturday. Make sure you understand the payroll procedure for each assignment as sometimes they will vary by customer. Your weekly paycheck is based on the hours you work.

Overtime

Due to the nature of the Action Associates' business, individuals may be required to work overtime, past regular business hours and/or on the weekend. In accordance with the Fair Labor Standards Act, time and one-half will be paid for all hours worked over 40 hours per week by non-exempt employees. Employees on assignment with employers that choose to pay in excess of this standard will be paid overtime accordingly (i.e.); a Client site may pay time and one-half after 8 hours per day and/or double time on Sundays and/or holidays. Overtime is not to be worked without advance approval. Individuals who fail to adhere to this policy will be disciplined up to and including discharge.

Submitting Your Time

It is your responsibility to report all actual hours worked for each day worked. Check with Action Associates on the procedure for time cards with the company you are assigned to. All time cards are due in the Action office every Monday by 12:00 p.m.

Receiving Your Check

U.S. Mail

Checks are mailed out every Wednesday from our corporate office in Brighton, Michigan. Checks are sent to the address listed on your W4 tax form. If you move it is your responsibility to inform the Action Associates office of any address changes. Action Associates does not assume responsibility if your check is late, lost or stolen due to

problems with the U.S. mail. Paychecks not received on payday shall have a ten-day waiting period (ten working days from the pay date) for re-issue unless the delay was caused by staff error at Action Associates. If an employee requests a check be re-issued prior to the ten-day waiting period he/she shall be responsible for the \$29.00 stop payment fee.

Office Pick-Up

Paychecks are dated for Fridays and may be picked up in the Action Associates office every Friday between 8:30 a.m. and 4:00 p.m. You must bring picture identification in order for your check to be released. Any check not picked up by 4:00 p.m. on Fridays will automatically be mailed unless other arrangements have been made. Individuals requesting someone else pick up their check ***must*** ensure that individual has the following:

1. Picture identification to prove their identity (not your picture identification)
2. A note giving Action Associates permission to release your check to this person.

Direct Deposit

After 30 days on an assignment, you have the option of signing up for direct deposit. This checkless payroll system automatically deposits your earnings into your checking or savings account at the bank or credit union of your choice. To enroll, complete the Action Associates Authorization for Direct Deposit form (you can request one from the Action office), and give it to your Action Staffing Coordinator.

Questions About Your Check

For information on the status of your pay, contact your Staffing Coordinator at the Action office at 810-534-6166.

Benefits

HOLIDAYS

Action Associates observes the following paid holidays:

New Years Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Christmas Day

To qualify for holiday pay, Action employees must meet the following requirements:

- Work 1,200 hours excluding overtime and double time in a given anniversary year. (Anniversary date is defined as the annual return of the date employment began).
- Work the scheduled day before and the scheduled day following the holiday.
- Must not cease working for a consecutive period of 60 days or more. (Employees who cease working for a period of 60 days will lose previously acquired hours and their anniversary date will automatically reset).

Employees who meet the above requirements will be eligible for up to 8 hours of holiday pay depending on their average hours worked. Holiday pay will be at the employee's current rate of pay.

Vacation

Accrual for vacation will begin on the date of hire and accumulate up to the employee's anniversary date. To qualify for vacation, employees must meet the following requirements:

- Work 1,200 hours excluding overtime and double time hours in a given anniversary year. (Anniversary date is defined as the annual return of the date employment began).
- Must not cease working for a consecutive period of 60 days or more.

Employee's who cease working for a period of 60 days will lose previously acquired hours and their anniversary date will automatically be reset. The vacation pay will be 40 hours for employees working 40 hours per week. Employees working less than 40 hours per week will be paid in the same proportion as their hours worked. Vacation pay will be at the employee's current rate of pay. Employees meeting the above requirements will be eligible for vacation on their anniversary date. Requests for vacation must be submitted to Action Associates in advance and approved by the on-site supervisor. Employees shall not be reimbursed for unused vacation upon termination of an assignment, regardless of the reason.

Health & Insurance Benefits

Action Associates is pleased to offer employees the opportunity to enroll in health and insurance benefits. You may enroll for all of the benefits within your first thirty (30) days of employment or during the company-wide yearly open enrollment period.

The plan includes the purchase of group medical, dental, vision, life insurance and/or short-term disability.

Referrals

If you know someone you think would be a great Action employee, let us know. Action pays you \$50.00 for each person you refer who works at least 80 hours (does not include overtime). There is no limit on the number of referrals – earn as much as you can!

Temp-of-the Month

Recognizing our employees is a top priority. If you go "above and beyond" and are nominated by your supervisor, you may be awarded our Action Achiever of the Month. Winners receive a gift card, on-site recognition and a spot on our wall of fame!

Policies

Equal Employment Opportunity (EEO) Policy

Action Associates Prohibits Discrimination

Action Associates is committed to providing Equal Employment Opportunities (EEO) to all qualified persons regardless of race, color, sex, religion, sexual orientation, national origin, citizenship, age, genetic information, handicap, height, weight, veteran or marital status, or any other protected category. This commitment applies to all applicants and employees. This commitment applies to all employment practices, including recruiting, hiring, pay rates, training and development, promotions, terminations and all other terms and conditions of employment. Any employee who engages in discrimination prohibited by this policy will be subject to discipline up to and including termination.

Action Associates Prohibits Harassment

It is the policy of Action Associates that all employment relationships shall be conducted in an environment that is not hostile or offensive. Harassment based on an individual's race, color, sex, religion, sexual orientation, national origin, citizenship, age, handicap, height, weight, veteran or marital status, or any other protected category will not be tolerated. Any employee who engages in harassment prohibited by this policy will be subject to discipline up to and including termination. Prohibited harassment includes, but is not limited to, the following:

1. **Verbal harassment (oral or written)**, such as making a joke or comment that refers to a certain ethnic group, race, color, sex, religion, sexual orientation, national origin, citizenship, age, handicap, height, weight, veteran or marital status, or any other protected category, epithets, derogatory comments, vulgar or profane words, expressions or slurs.

2. **Physical harassment**, such as unwelcome touching, assault, blocking, impairing or otherwise physically interfering with an individual's normal work or movement.
3. **Visual harassment**, such as derogatory gestures, posters, cartoons, or drawings.
4. **Sexual harassment**, such as unwelcome sexual advances or requests for sexual favors; verbal, visual or physical conduct of a sexual nature, such as name calling, obscene jokes, sexually suggestive comments or insulting sounds, graphic or verbal communications of a sexual nature about a person's anatomy; or displaying in the workplace sexually suggestive objects, posters, drawings, or pictures.

Reporting Incidents of Harassment Or Discrimination

Any Action Associates employee who believes that he or she has been subject to harassment or discrimination by a supervisor, fellow employee, Client, vendor or any other person in connection with his or her employment with Action Associates should immediately report the situation to his or her Action Associates' Staffing Coordinator. If the complaint involves the employee's Staffing Coordinator or if the employee for any reason would prefer not to discuss the matter with his or her Staffing Coordinator, the employee should report the matter to the Action Associates Human Resources Manager at 810-534-6113. Always contact Action Associates first, not the Client's site. Action Associates is your employer and is better able to handle these situations.

Response to Complaints

All complaints of discrimination or harassment, whether written or oral, will be investigated promptly; appropriate corrective action will be taken where necessary. All personnel are expected to cooperate fully with any such investigation. Any investigation of such complaints will be treated as confidentially as possible. No employee will be punished or suffer any adverse employment action as result of bringing any good faith harassment or discrimination complaint to the attention of Action Associates or for assisting in an investigation.

The scope of the investigation will naturally depend on the nature of the allegations, but we assure you it will be prompt and thorough. Once Action Associates has reviewed all the pertinent information; Action Associates will make a decision regarding the complaint and inform both the employee and the alleged harasser / discriminator of Action Associates' conclusions. If Action Associates determines that an employee is guilty of unlawfully harassing or discriminating another individual, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment.

Retaliation Will Also Not Be Tolerated

Retaliation against individuals reporting harassment or discrimination will not be tolerated. If you believe you are being retaliated against, you must report it in the manner as described above.

Notice Under The Persons With Disabilities Civil Rights Act

The purpose of this Notice is to advise you of your rights under Michigan's Persons with Disabilities Civil Rights Act (the "Act"). This is a law, which requires employers to accommodate employees, or job applicants who have a "disability" (as defined in the Act), unless doing so would cause the employer an undue hardship. According to the Act, a disability is:

A determinable physical or mental characteristic of an individual, which may result from disease, injury, congenital condition of birth, or functional disorder, if the characteristic . . . substantially limits one or more of the major life activities of that individual and is unrelated to the individual's ability to perform the duties of a particular job or position or substantially limits one or more of the major life activities of that individual and is unrelated to the individual's qualifications for employment or promotion.

A disability does not include:

A determinable physical or mental characteristic caused by the current illegal use of a controlled substance by that individual, or a determinable physical or mental characteristic caused by the use of alcoholic liquor by that individual, if that physical or mental characteristic prevents that individual from performing the duties of his or her job.

The Act provides that a person with a disability may allege a violation of the law regarding failure to accommodate "only if the person with a disability notifies the employer in writing of the need for accommodation within 182 days after the date the person with a disability knew or reasonably should have known that an accommodation was needed." Action Associates strongly encourages all persons who believe that they require accommodation in the work place to adequately perform the duties of their job to advise their Staffing Coordinator by making a written request for accommodation.

Action Associates Drugs/Alcohol Policy

It is the policy of Action Associates to provide employees with a working environment that is free of the problems associated with the use and abuse of illegal drugs and/or alcohol. The use of illegal drugs and/or alcohol is inconsistent with the behavior expected of employees and subjects Action Associates to unacceptable risks of workplace accidents or other failures that would undermine Action Associates' ability to operate effectively and efficiently. Action Associates considers employees who use such substances to be less reliable and stable and lacking in good judgment. While this policy is not exhaustive, non-compliance with the policy set forth below will result in disciplinary action up to and including discharge. This policy applies to all Action Associates employees, whether or not placed at a Client's site.

1. The non-prescriptive use or possession, or the sale, distribution, dispensation, manufacture, or transfer of drugs and/or alcohol on Action Associates premises, property, parking lot, on Action Associates' Client's site, property, parking lot, or other work site where employees may be assigned or elsewhere during work hours is strictly prohibited. Further prohibited is the non-prescriptive use, sale, possession, distribution, dispensation, manufacture, or transfer of drugs and/or alcohol on non-working time to the extent such use impairs an employee's ability to perform his/her job or where such non-prescriptive use or possession or the sale, possession, distribution, manufacture, or transfer affects the reputation of Action Associates to the general public or threatens its integrity.
2. If you are attending an Action Associates or Action Associates' Client sponsored activity where alcohol is being served, you may only drink if you are not on duty or scheduled for duty that day. Excessive drinking will not be tolerated.
3. Based on assignment requirements, Action Associates employees will be required to complete a pre-employment drug screen prior to placement.
4. Action Associates further reserves the right to test an employee following workplace accidents, injuries, unsafe practices, or at any time within Action Associates' sole discretion.
5. An employee who refuses to be tested, or who tests positive on the drug and/or alcohol test or otherwise is determined to be using drugs and/or alcohol will be subject to disciplinary action, up to and including termination. Such employee may also be removed from positions involving access to classified information, the health and safety of others, or a high degree of trust and confidence until such time Action Associates determines that the employee is capable of performing his or her job assignment without posing a risk.
6. Employees shall report to the Action Associates Staffing Coordinator any use of a prescribed or over-the-counter medication that may adversely affect their job performance or pose a safety threat to themselves or other employees. It is each employee's responsibility to check with a physician or pharmacist regarding whether any medication may adversely affect his or her performance or pose a safety threat. Action Associates will keep such medical information confidential and share the information with appropriate personnel on a need-to-know basis.
7. Action Associates further reserves the right to inspect employees' personal property in certain circumstances, as well as company-issued lockers, tool chests, desks or other suspected areas of concealment.

Nothing in this policy, however, changes the employee's at-will status.

Anti-Violence Policy

Employees and other individuals are strictly prohibited from carrying, having, using, and/or threatening to use any firearms, weapons or any other dangerous item. No person is allowed to have any of these items on their person or in their possession while on Action Associates' premises, Action Associates' Client's premises, or when performing services for Action Associates or at any other time if such threat is directly or indirectly related to the individual's employment at Action Associates.

Individuals are also strictly prohibited from threatening other employees or any other person while on the Action Associates' premises, Action Associates' Client's site, or when performing services for Action Associates or at any other time if such threat is directly or indirectly related to the individual's employment at Action Associates. Threatening includes but is not limited to using language or action relating to harming another in any way, even if such language or action is done in a joking manner.

Workplace violence is defined as physical, verbal, or written threats, violent behavior or any physical conduct which interferes or threatens an employee's or another's safety. It includes, but is not limited to, the following:

- The actual or implied threat of harm to any individual(s) or group of individuals;
- The possession of any weapon on Action Associates' property or Action Associates' Client's site;
- The brandishing at others of any object which could be construed as a weapon;
- Loud, angry or disruptive behavior that creates fear or anxiety in the workplace;
- Intentional disregard for the physical or psychological safety of others;

- Intentional destruction of Action Associates' property, Action Associates' Client's property, or any individual's personal property;
- Committing any misdemeanor or felony crime on Action Associates' property, Action Associates' Client's site, or in the scope of work duties;
- Any other conduct or behavior, which a reasonable person would view as threatening or potentially violent.

If you believe this policy is being violated, you must immediately notify any or all of the following: your immediate supervisor, the Action Associates Staffing Coordinator, or any other person with authority. Individuals may make such reports without fear of retaliation.

In instances where, in Action Associates' sole opinion, an individual exhibits any violent or potentially violent behavior, Action Associates reserves the right to request an evaluation by a mental health professional to determine fitness for duty as a condition of continued employment with Action Associates.

Action Associates further reserves the right to inspect employees' personal property in certain circumstances, as well as company-issued lockers, tool chests, desks or other suspected areas of concealment.

Family and Medical Leave Act

Action Associates follows the guidelines of the Family Medical Leave Act of 1993.

It is the policy of Action Associates to grant up to 12 weeks of unpaid time off for family or medical leave during any 12-month period and up to 26 weeks of unpaid time off in any 12-month period to care for an injured or ill service member to eligible employees. Action Associates posts the mandatory FMLA Notice and upon hire provides all new employees with notices, included in the employee handbook, required by the U.S. Department of Labor (DOL) on [Employee Rights and Responsibilities under the Family and Medical Act](#) on the bulletin board at each location. Action Associates also posts the [DOL supplementary information concerning Military Family Leave](#) at the same location. The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

A. Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- The employee must have worked at Action Associates for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence.
- The employee must work in a worksite where 50 or more employees are employed by Action Associates within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

B. Type of Leave Covered under FMLA

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) The birth of a child and in order to care for that child.
- 2) The placement of a child for adoption or foster care and to care for the newly placed child.
- 3) To care for a spouse, child or parent with a serious health condition (described below).
- 4) The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes them unable to perform the functions of their position. A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider. This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences.

Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

- 5) A covered family member's active duty or call to active duty in the Armed Forces.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying leave must be for one of the following: 1) short-notice deployment, 2) military events and activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post-deployment activities and 8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave. The leave may commence as soon as the individual receives the call-up notice.

- 6) To care for an injured or ill Service member.

This leave may extend to up to 26 weeks in a single 12-month period for an employee to care for a spouse, son, daughter, parent or next of kin covered Service member with a serious illness or injury incurred in the line of duty on active duty. Next of kin is defined as the closest blood relative of the injured or recovering Service member.

C. Length of Leave

An eligible employee can take up to 12 weeks (or up to 26 weeks of leave to care for an injured or ill Service member) under this policy during any 12-month period. Action Associates will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, Action Associates will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks (or 26 weeks for the care of an injured or ill Service member) of available leave, with the balance remaining being the amount the employee is entitled to take at that time.

If a husband and wife both work for Action Associates and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent in-law) with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for Action Associates and each wishes to take leave to care for a covered injured or ill Service member, the husband and wife may only take a combined total of 26 weeks of leave.

D. Requesting Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the HR manager. Within five business days after the employee has provided this notice, the HR manager will complete and provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with Action Associates's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

An employee is not required to actually ask for an FMLA leave in order that the employer be permitted to charge paid time off programs if the purpose for the leave is a purpose contemplated by the FMLA.

Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, the HR manager will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

Employee Status and Benefits during Leave

While an employee is on leave, Action Associates will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, Action Associates will require the employee to reimburse Action Associates the amount it paid for the employee's health insurance premium during the leave period.

Under current policy, the employee pays a portion of the health care premiums and all supplemental benefit premiums.

While on paid leave, Action Associates will continue to make payroll deduction to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make payments for their benefit premiums.

G. Employee Status after Leave

An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or virtually identical in terms of pay, benefits and working conditions.

Action Associates may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

Performance reviews, which become due during a family leave of up to 12 weeks, will be completed as soon as possible after an employee returns to work. A wage increment granted as part of this evaluation will be retroactive to the due date of the evaluation only for such time during which sick/personal and / or vacation time was used.

The taking of a family/medical leave will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

Employees do not accrue vacation time or receive holiday pay while on unpaid leave of absence under the FMLA.

Employees returning to work from a medical leave that was a result of their own medical condition are expected to return to work as soon as permitted by their health care provider. The employee must submit a fitness-to-duty clearance from his/her own physician to the Human Resources department. An employee whose absence has been designated as FMLA (Family and Medical Leave Act) leave is eligible for employment reinstatement as provided by the FMLA.

H. Use of Paid and Unpaid Leave

The only wages available to an employee on a FMLA leave are through the use of hours accrued in the employee's sick/personal time and vacation bank. Employees are required to use their accrued vacation and/or sick/personal time during the FMLA. Disability leave for an employee's serious health condition, will be designated as FMLA leave and will run concurrently with FMLA.

I. Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 work weeks (or 26 work weeks to care for an injured or ill Service member over a 12-month period).

Action Associates may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when the leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, Action Associates and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with Action Associates before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

J. Certification of the Employee's Serious Health Condition

Action Associates will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition.

Action Associates Human Resources Representative may directly contact the employee's health care provider for verification or clarification purposes. Before Action Associates makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, Action Associates will obtain the employee's permission for clarification of individually identifiable health information.

Action Associates reserves the right to ask for a second opinion if it has reason to doubt the certification. Action Associates will pay for the employee to get a certification from a second doctor, which Action Associates will select. If necessary to resolve a conflict between the original certification and the second opinion, Action Associates will require the opinion of a third doctor.

Action Associates and the employee will mutually select the third doctor, and Action Associates will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

K. Certification for the Family Member's Serious Health Condition

Action Associates will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition.

Action Associates Human Resources Representative may directly contact the employee's family member's health care provider for verification or clarification purposes. Before Action Associates makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, Action Associates will obtain the employee's family member's permission for clarification of individually identifiable health information.

Action Associates has the right to ask for a second opinion if it has reason to doubt the certification. Action Associates will pay for the employee's family member to get a certification from a second doctor, which Action Associates will select. If necessary to resolve a conflict between the original certification and the second opinion, Action Associates will require the opinion of a third doctor. Action Associates and the employee will mutually select the third doctor, and Action Associates will pay for the opinion. This third opinion will be considered final.

The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

L. Certification of a Family Member's Active Duty or Call to Active Duty

Action Associates will require certification of the exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

M. Certification for Serious Injury or Illness of Covered Service member

Action Associates will require certification for the serious injury or illness of the covered Service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service member.

N. Recertification

Action Associates may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employee receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, Action Associates may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. Action Associates may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

Social Security Number Privacy Policy

Action Associates takes very seriously its role in protecting and preserving the personal security and privacy of its employees, clients, and all others with whom it comes in contact. Action Associates obtains or otherwise receives social security numbers for a variety of legitimate business reasons in its ordinary course of business. Action Associates is also cognizant that identity theft is a serious and growing concern, and that social security numbers are particularly susceptible to theft and use for fraudulent purposes. Therefore, Action Associates will take reasonable measures to prevent the unauthorized disclosure of social security numbers.

For the purposes of this policy, social security number means an individual's social security number or more than four sequential digits of that number. Documents include all documents regardless of the form in which they are received, used, or retained (i.e. paper, electronic, digital, microfiche, etc.).

1. Action Associates restricts access to information or documents containing social security numbers to those who have a legitimate business reasons to access such information or documents. The Staffing Manager and/or Staffing Supervisor will be responsible for managing this restriction through appropriate training and oversight procedures. The Staffing Manager and/or Staffing Supervisor will keep all employee files under lock. All electronic files that bear an employee's social security number will be maintained in a password-protected location on Action Associates' server. Access to these files by individuals other than those employed directly with Action Associates Staffing Service can be granted only through the express written consent of the Human Resources Manager, Staffing Manager, Staffing Supervisor or Senior Vice President. Nothing in this section is intended to or shall change or limit an employee's right to review his or her own employment records as defined by the Bullard-Plawecki Right to Know Act.
2. All Action Associates employees will maintain the confidentiality of information and documents containing social security numbers.

Specifically, no Action Associates employee shall:

- Publicly display a social security number. Public display means to exhibit, hold up, post, or make visible or set out for open view, including but not limited to, open view on a computer device, network, website, or other electronic medium or device, to members of the public or in a public manner.
- Disclose any other employee's social security number without the express written consent of the Human Resources Manager, Staffing Manager or Senior Vice President.
- Use the social security number as an individual's primary account number unless specifically approved in writing by the Human Resources Manager, Staffing Manager or Senior Vice President.
- Visibly print a social security number on any identification badge, membership card, permit, or license.
- Mail a document containing an individual's social security number unless it fits into one or more of the listed exceptions. Mail includes delivery by United States Mail or any other delivery service that does not require the signature of the recipient indicating actual receipt. Exceptions:
 - a. State or Federal law, rule, regulation, or court order or rule authorizes, permits, or requires that the social security number appear in the document;
 - b. The document is sent as part of an application or enrollment process initiated by the individual;

- c. The document is sent to establish, confirm the status of, service, amend, or terminate an account, contract policy, or employee or health insurance benefit, or to confirm the accuracy of a social security number of an individual who has an account, contract, policy, or employee or health insurance benefit;
 - d. The document is mailed in connection with an ongoing administrative use to do any of the following:
 - Verify an individual's identity, identify an individual, or accomplish another similar administrative purpose related to an existing or proposed account, transaction, product, service, or employment.
 - Investigate an individual's claim, credit, criminal, or driving history.
 - Detect, prevent, or deter identity theft or another crime.
 - Lawfully pursue or enforce Action Associates' legal rights.
 - Provide administrative duties or administer employee or health insurance benefits, claims, retirement programs, profit sharing and/or 401k information.
 - e. The document is mailed by or at the request of the individual whose social security number appears in the document or at the request of his/her parent or legal guardian;
 - f. The document is mailed in a manner or for a purpose consistent with the federal Gramm–Leach–Bliley Act, federal Health Insurance Portability and Accountability Act, or the Michigan Insurance Code of 1956.
- Require an individual to transmit his/her social security number over the Internet or a computer system or network unless the connection is secure, or the transmission is encrypted.
- Require an individual to use or transmit his/her social security number to gain access to an Internet website or a computer system or network unless the connection is secure, or the transmission is encrypted.
 - Mail any document containing a social security number that is visible on or from outside the envelope or packaging for the document
 3. This policy does not prohibit the use of social security numbers where the use is authorized or required by state or federal statute, rule, regulation, or court order or rule, or pursuant to legal discovery or process. Still, our clients require that confidentiality be to be respected with regard to any file, correspondence, or other document that is generated or received by Action Associates employees.
 4. Documents containing social security numbers will be disposed of in a manner consistent with Action Associates' Procedures for Disposal of Consumer Information.
- Violations of this policy may result in disciplinary action up to, and including, discharge. Individuals who violate this policy may also be subject to civil and criminal penalties provided for the Michigan Social Security Number Privacy Act.

Personal Use Of Business Equipment/E-Mail/Voice Mail/ Internet Policy

Each employee is expected to exercise due care in his/her use of Action Associates property and to utilize such property only for authorized purposes. Negligence in the care and use of Action Associates property will result in discipline up to and including discharge. Unauthorized removal of Action Associates property from the premises or its conversion to personal use will result in discipline up to and including discharge.

Action Associates property issued to an employee must be returned to Action Associates at the time employment is terminated or when the Action Associates representative requests it.

All business equipment, electronic and telephone communication systems, including the internet, and all communications and stored information transmitted, received, or contained in Action Associates' information systems (collectively "company resources") are Action Associates' property and are to be used solely for job-related purposes. To ensure proper use of communications systems and business equipment, Action Associates reserves and intends to exercise the right to review, audit, intercept, access and disclose all messages created, received or sent over the internet or electronic mail system for any purpose. The contents of electronic mail properly obtained for legitimate business purposes may be disclosed within Action Associates without the permission of the employee. Employees have no expectation of privacy in electronic or telephonic messages, or messages via facsimile. Notwithstanding Action Associates' right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any e-mail messages that are not sent to them. Any exception to this policy must receive prior approval by an authorized representative of Action Associates.

Action Associates strictly prohibits non-job-related uses of its software and business equipment, including but not limited to facsimiles, telecopiers, computers, and copy machines, without a manager's permission.

Employees may not use company resources to create or participate in web logs (commonly referred to as "blogs") of any kind. Employees who participate in blogs outside of work must specifically and expressly disclaim any association with Action Associates if an association might be inferred. This policy does not apply to blogs outside of work that are protected under the National Labor Relations Act.

Employees also are prohibited from using codes, accessing files, or retrieving any stored communications without prior clearance from an authorized company representative. No employee may use pass codes unknown to Action Associates. Employees may not install additional hardware and/or software on Action Associates computers.

The electronic mail system may not be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations.

The electronic mail system is not to be used to create any offensive or disruptive messages. Among those, which are considered offensive, are any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, religious beliefs, national origin, or disability.

The electronic mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.

Any individual who attempts to attach code, redirect, or otherwise manipulate traffic to or from Action Associates' website will be terminated and face criminal and/or civil prosecution. Individuals are strictly prohibited from altering or otherwise manipulating the data or meta-data associated with Action Associates' website or electronic mail system.

Employees who violate this policy are subject to discipline, up to and including termination from employment.

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Visit us at:
www.actionassociates.us.com

**ACTION ASSOCIATES
CERTIFICATION AND HANDBOOK ACKNOWLEDGEMENT**

This confirms my receipt and understanding of Action Associates' Policies. I agree to abide by the guidelines, rules and procedures in these policies.

I understand that my employment status is at-will and acknowledge that employment can be terminated by Action Associates or myself with or without notice and with or without cause. I acknowledge that no one has made any representations or statements contrary to Action Associates' employment at-will policy or about Action Associates' outlook or stability to me, either orally or in writing. I understand that agreements contrary to these policies and agreements for other than at-will employment must be in writing, signed by the Senior Vice President, and specifically directed to me. I also agree that these policies supersede all prior statements made to me about employment.

I also understand that the management of Action Associates reserves the right to revise any part or all of the materials in these policies by addition, reduction, correction, deletion or updating at any time, with or without notice.

I also agree that any lawsuit against Action Associates or any of its officers, directors, employees or agents arising out of my employment or termination of employment, including but not limited to, claims arising under the State or Federal Civil Rights statutes, must be filed within one (1) year of the event giving rise to the claims or be forever barred, unless a shorter limitations period applies. I understand that the limitation periods for these claims are generally longer and agree to waive those periods.

Signature

Date

Revised: 6/6/2011