



Employee Handbook

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Mission Statement

Action Associates is a division of Work Skills Corporation that specializes in providing employment opportunities to industrial, clerical and professional applicants. Primary service areas are Livingston, Oakland, Washtenaw and Western Wayne Counties.

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.

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.

"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.

Immigration Reform and Control Act

A Federal law, the Immigration Reform and Control Act, effective November 6, 1986, makes it unlawful for Action Associates to knowingly hire a non-U.S. citizen not authorized to work in the United States or to continue to employ an employee once Action Associates knows the employee is not authorized to work in the United States.

General Work Rules/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.
8. Violation of safety rules or procedures established by Action Associates or Action Associates' Client.
9. Failure to immediately report accidents or personal injuries.
10. Violation of Action Associates' anti-violence policy.
11. Violation of Action Associates' drug/alcohol policy.
12. Violation of Action Associates' anti-harassment or anti-discrimination policy.
13. Violation of Action Associates' personal use of equipment / e-mail / voice mail / Internet policy.
14. Unauthorized acceptance of gifts, gratuities, or tips.
15. Gambling on Action Associates' premises or at an Action Associates Client site.
16. Falsification of timecards, production records, personnel record, or any other Action Associates record or reports.
17. Deliberately punching and/or tampering with another employee's time card.
18. Unauthorized removal of a time card from the racks.
19. Repeated failure to punch own time card at start and/or end of shift.
20. Unauthorized possession of Action Associates or Action Associates' Client's property, products, or equipment.
21. Theft or misappropriation of Action Associates' or Action Associates' Client's property, another employee's property, or property entrusted to Action Associates.
22. Deliberately damaging, misusing, destroying, abusing, or misplacing property belonging to Action Associates, Action Associates' Clients, or another employee.
23. Sabotage.
24. 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.
25. Unauthorized disclosure of confidential consumer information or records.

26. 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.
27. Disorderly conduct, horseplay, threatening, abusing or interfering with another employee or supervisor of Action Associates or an Action Associates' Client.
28. Fighting on Action Associates' premises or Action Associates' Client's site at any time.
29. Physical, verbal, or mental abuse of Action Associates' employees, Action Associates' Clients, or visitors.
30. Immoral or indecent conduct.
31. Sleeping during scheduled working hours.
32. Refusal to release or give information pursuant to an internal investigation.
33. Creating or contributing to unsanitary conditions.
34. Conviction of a felony while an Action Associates employee (whether appealed or reversed).
35. 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 rules 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.

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, 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 Human Resources Coordinator (Kelly Blair or whomever else is in the Human Resources Coordinator at that time) and/or the Human Resources Generalist (Ed Netke or whomever else is the Human Resources Generalist at that time). 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, where 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 and Medical Leave Act of 1993.

The Family and Medical Leave Act (FMLA) allows eligible employees to take up to a total of twelve (12) weeks of unpaid leave of absence for any one or more of the following reasons as defined in the Act and Regulations: 1) the birth of a child; 2) the adoption of a child or placement of a foster child; 3) the care of an employee's spouse, child or parent with a serious health condition; 4) a serious health condition that makes the employee unable to perform the functions of the employee's position or 5) any qualifying exigency, as defined by the Secretary of Labor, arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered serviced member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to twenty-six (26) weeks of leave in a single 12-month period to care for the service member.

To be eligible for a leave under the Family and Medical Leave Act, an employee must have been employed by Action Associates for at least twelve (12) months and for at least 1,250 hours during the last twelve (12) months.

Action Associates calculates your available FMLA entitlement on a rolling twelve (12) month basis. Under this format, an employee's entitlement is based on how much FMLA leave the employee has taken in the preceding 12 months, measured backward from the date leave is used.

The employee is required to provide advance leave notice and medical certification should a leave be desired by the employee. A leave may be denied if the notice and certification requirements are not met.

The employee ordinarily must provide thirty (30) days advance notice when the leave is "foreseeable". If thirty (30) days notice is not practical, taking into account all of the facts and circumstances in the individual case, then notice must be given within one (1) or two (2) working days of when the need for leave becomes known to the employee.

Leave requests must be in writing and must set forth the reasons, anticipated duration, and anticipated start of the leave with medical certification attached. Action Associates may require an

employee to obtain a second medical opinion, at company expense. If the opinion of the two health care providers differs, Action Associates may require a third opinion, at company expense, from a health care provider mutually agreed upon by Action Associates and employee.

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.

Within two (2) business days of receiving the employee's notice of the need for a leave, if feasible, Action Associates will provide the employee a notice of the employee's rights and obligations.

The employee is required to provide Action Associates with monthly reports from the employee's health care provider updating Action Associates, and monthly reports from the employee on the status and on his/her intent to return to work. Notwithstanding, Action Associates may require an employee on FMLA leave to advise Action Associates periodically (less than monthly) on the employee's status and intent to return to work. If Action Associates requires further evidence of medical certification, the employer may, at its own expense, require the employee to get a second opinion.

Employees must make a reasonable effort to schedule planned medical treatment so as not to unduly disrupt Action Associates' operations.

A leave to care for a child, spouse or parent because of a serious health condition or a leave because of the employee's serious health condition may be taken intermittently or on a reduced leave schedule if medically necessary. If such leave is based on planned medical treatment, Action Associates may temporarily transfer the employee to a vacant, available, alternative position for which the employee is qualified, which has equal pay and benefits, and which better accommodates recurring periods of leave than the regular employment position of the employee.

The entitlement to leave for the birth or placement of a child expires at the end of the twelve-month period beginning on the date of birth or placement of the child.

Spouses employed by Action Associates are entitled to an aggregate of twelve weeks unpaid leave when it is taken because of the birth or to care for the employee's child, or to care for a serious health condition of a parent.

An employee may request an extension of his or her leave of absence. Such request must be in writing and must be made no later than one week before the leave expires, with the understanding that approval of same is at the sole discretion of Action Associates.

An employee returning from a family/medical leave is required to provide certification from the employee's health care provider with regard to the particular health condition that caused the employee's need for the leave that the employee is able to resume work and indicating what, if any, restrictions exist.

An employee may be required to first use and exhaust all earned and accrued vacation time at the beginning of the twelve weeks to which an employee is entitled under the FMLA, unless otherwise approved in writing by the Senior Vice President. These absences will also count against the employee's 12-week FMLA entitlement.

An employee who has not been designated, as a key employee returning from a family/medical leave will be restored to the position held by the employee when the leave commenced or to an equivalent position. Action Associates is not required to hold an employee's position open for more than a total of twelve weeks.

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 an unpaid leave of absence under the FMLA.

Action Associates will maintain the employee's coverage under Action Associates' group health and insurance plans on the same conditions, as coverage would have been provided if the employee had been continuously employed during the leave period. Employees who make co-payments for health insurance and other benefits must continue to make those payments while on an approved leave of absence.

An employee who does not return to work on the date agreed upon will be considered to have voluntarily quit his or her employment with Action Associates on that date, and will be required to reimburse Action Associates for premiums paid for maintaining benefits for the employee during the employee's leave, unless the employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition of the employee's, or of the employee's child, spouse or parent or for other circumstances beyond the control of the employee defined in the Act and Regulations.

Employees are strictly prohibited from engaging in secondary employment (i.e., working for a company other than Action Associates) while on FMLA leave.

This policy is not meant to be all-inclusive and merely highlights the provisions of the FMLA, which are subject to detailed and specific implementing regulations. This policy is not meant to conflict with either the FMLA or its implementing regulations. If there are any inconsistencies between this policy, the FMLA or the implementing regulations, the Act and Regulations control, provided a court of competent jurisdiction has not deemed them unlawful.

Payroll Policies and Wages

Pay Period

Your weekly paycheck is based on the hours you work. 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.

Paychecks are dated for Fridays and may be picked up in the Action Associates office every Friday between 8a.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. *Pending assignment your check may be delivered to the Client site. Your Action Associates staffing coordinator will notify you if on-site delivery is an option based on your assignment. Individuals requesting someone else pick up their check ***must*** have 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

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. Paychecks not received on payday shall have a ten-day waiting period 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.

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.

Holidays

Action Associates observes the following paid holidays:

1. New Years Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. 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 1,500 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.

Worker Compensation

The worker compensation laws of Michigan cover all employees. Any employee involved in a work-related accident or injury must report the accident or injury to the Action Associates staff and/or on-site supervisor as soon as possible after the mishap and fill out the proper reporting forms.

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 Coordinator, 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 Coordinator, Staffing Supervisor 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 Coordinator, Staffing Supervisor 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:
 - 1) State or Federal law, rule, regulation, or court order or rule authorizes, permits, or requires that the social security number appear in the document;
 - 2) The document is sent as part of an application or enrollment process initiated by the individual;
 - 3) 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;
 - 4) The document is mailed in connection with an ongoing administrative use to do any of the following:
 - a. 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.
 - b. Investigate an individual's claim, credit, criminal, or driving history.
 - c. Detect, prevent, or deter identity theft or another crime.
 - d. Lawfully pursue or enforce Action Associates' legal rights.
 - e. Provide administrative duties or administer employee or health insurance benefits, claims, retirement programs, profit sharing and/or 401k information.
 - 5) 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;
 - 6) 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.

**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: 5/22/08