

Action Associates Employee Handbook



A Division of Work Skills Corporation

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ACTION ASSOCIATES EMPLOYEE HANDBOOK

2017

100 Summit Street, Brighton, MI 48116
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

President/C.E.O, Action Associates

About this Handbook

This Employee Handbook applies to all Action Associates employees, regardless of placement or Customer site, unless otherwise specifically excluded. This Handbook describes the personnel policies and procedures that govern the employment relationship between Action Associates and its employees. It is a guideline only, and is not intended to be comprehensive or to address all possible applications of, or exceptions to, the policies and procedures stated.

Action Associates reserves the right to revise, supplement, or rescind any policy or portion of this Handbook as necessary in the Company's sole and absolute discretion. This Handbook supersedes and replaces any and all prior employee handbooks and any inconsistent policy statement.

Our policies and benefits are intended to conform to applicable local, state, and federal laws and regulations. In the event of a conflict, the law or regulation takes precedence, and the policy or benefit will be modified to bring it into compliance.

If you have questions, please contact your Action Representative.

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



“At Will Employment”

Your employment is “at will.” Neither this Handbook nor any other document creates a contract of employment for any definite time period. Just as an employee may resign at any time for any reason or for no reason, Action Associates may release an employee at any time for any lawful reason, 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 President, CEO, and then only in writing.

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: These assignments give 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 Associates handles recruiting and screening, but candidates are hired directly by the customer.

Open Door

Action Associates is committed to providing the best possible climate for maximum development and goal achievement for all of our employees. We are committed to treating each employee as an individual, while seeking to develop a spirit of teamwork; individuals working together to attain a common goal.

To these ends, we have done our best to provide a comfortable and progressive workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere.

"Open door" means each employee will be met with a willingness to listen with an open mind when he or she approaches a supervisor or member of management, without fear of retribution.

If you feel you have a problem, please present the situation to your Action Representative. If you still have questions or would like further clarification, please request a meeting with Human Resources. If you do not feel comfortable speaking with your supervisor or Human Resources, please discuss your concern with any member of management with whom you feel comfortable.

We also are interested in constructive ideas and suggestions for improving our operations. Written suggestions may be given to your Action Representative.

Equal Employment Opportunity (EEO)

Equal employment opportunity is a fundamental principle at Action Associates. The Company will provide employment and advancement opportunity 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 category protected by federal, state or local law. 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.

Anti-Harassment/ Non-Discrimination

It is the policy of Action Associates that all employment relationships shall be conducted in an environment free from bias, prejudice and harassment. Harassment or other discrimination on the basis of any protected characteristic is unlawful and strictly prohibited. Any employee who engages in conduct 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.

State law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature under the following conditions:

- (i) Submission to the conduct or communication is made a term or condition either explicitly or implicitly to obtain employment.
- (ii) Submission to or rejection of the conduct or communication by an individual

is used as a factor in decisions affecting the individual's employment.

(iii) The conduct or communication has the purpose or effect of substantially interfering with an individual's employment, or creating an intimidating, hostile, or offensive employment.

Individuals and Conduct Covered This policy applies to all applicants, employees, and officers of Action Associates, and prohibits harassment, discrimination and retaliation, whether by co-workers, by a supervisor or manager, or by someone who has a working relationship with the Company (e.g., vendor, consultant or customer). Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

Reporting Incidents

Any Action Associates employee who believes that he or she has been subject to harassment or discrimination by a supervisor, fellow employee, Customer, 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 Representative. If the complaint involves the employee's Action Representative, or if the employee for any reason would prefer not to discuss the matter with his or her Action Representative, the employee should report the matter to the Action Associates Human Resources Manager at 810-534-6113. Always contact Action Associates first, not the Customer's site. Action Associates is

your employer and is better able to handle these situations.

Early reporting and intervention have proved to be the most effective methods of resolving actual or perceived discrimination and harassment. As such, the Company strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. Action Associates will make every effort to stop alleged discrimination and harassment before they become severe or pervasive, but can only do so with your cooperation. The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing or other discriminatory conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

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, but information might need to be disclosed to conduct an adequate investigation. Any employee or officer found to have discriminated against or harassed another individual will be subject to disciplinary action, up to and including discharge.

Retaliation Prohibited

Action Associates prohibits retaliation against anyone who, in good faith, reports discrimination or harassment or participates in an investigation of such reports.

Retaliation is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

Americans with Disabilities Act and Michigan Persons with Disabilities Civil Rights Act

Michigan Persons with Disabilities Civil Rights Act (PWDCRA), and all other applicable laws, rules, and regulations. Action Associates will not discriminate against any qualified individual with a disability with respect to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions and privileges of employment as long as the individual can perform the essential functions of the job. Consistent with this policy of non-discrimination, Action Associates will provide reasonable accommodation to a qualified individual with a disability, as defined by the ADA and PWDCRA, who has made the Company aware of the disability, provided that such accommodation does not constitute an undue hardship on the Company. Employees or applicants who believe they need an accommodation must apply to their Action Representative or the Human Resources Manager.

Under the PWDCRA, 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." the Americans with Disabilities Act, as amended, ("ADA"), the Genetic Information

Nondiscrimination Act (GINA) of 2008, the Action Associates is committed to compliance with all applicable provisions of Michigan Persons with Disabilities Civil Rights Act (PWDCRA), and all other.

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, rules of conduct are necessary for any group of people working together. All employees are responsible for knowing, understanding, and abiding by these rules, as well as specific rules of conduct at Customer site(s).

The following list contains examples of some of the conduct that is prohibited and may result in discipline, up to and including discharge:

1. Violation of Action Associates' policy as expressed in this Handbook and other documents, including, but not limited to policy on attendance, anti-harassment/non-discrimination, and alcohol/drug use.
2. Excessive, unreported, or unexcused tardiness or absenteeism.
3. Conduct that endangers an employee's own safety or the safety of others, or results in damage to or loss of Company or Customer property, specifically including failure to follow, state, federal, Company or Customer safety procedures and creating or contributing to unsanitary conditions.
4. Failure to immediately report accidents or personal injuries.
5. Acceptance of unauthorized gifts, gratuities, or tips.
6. Gambling or other illegal activities on Action Associates' premises or at an Action Associates Customer site.
7. Falsification of attendance, production, personnel, or any other Action Associates record or reports. Falsification includes misrepresenting or omitting facts on any Company document, record or report, including facts given in obtaining employment.
8. Theft or misappropriation of Action Associates' or Customers' property (including intellectual property), products, or equipment; another employee's property, or property entrusted to Action Associates.
9. Deliberately damaging, misusing, destroying, abusing, or misplacing property belonging to Action Associates, its Customers, or another employee.
10. Sabotage.
11. Unauthorized possession, use, copying or disclosure of Company or Customer records, specifically including confidential information.
12. Making deliberately or maliciously false or misleading statements about the Company or Customer, or their employees that could cause them to lose grant monies or licenses or similar operating authorities.
13. Threatening, intimidating, coercing, provoking or fighting with other employees, supervisors, management, Customers, visitors, or suppliers. For the safety of all,

no horseplay while on Company or Customer premises. Immoral or indecent conduct that negatively reflects on the Company or its Customers.

14. Refusal to cooperate with internal investigations.

15. Being convicted of a felony while employed by Action Associates, where the conviction is related to the functions of the employee's job and corrective action is a matter of business necessity.

16. The inexcusable refusal or failure to obey a lawful, reasonable order or instruction of a supervisor or management relating to your job function.

17. Poor work habits, including sleeping, loafing, excessive visiting or loitering.

18. Poor work performance.

The above list is not intended to be exclusive, but only to advise our employees regarding conduct that is unacceptable in the workplace. Action Associates reserves the right to investigate and discipline unacceptable conduct even though the action is not listed specifically.

Each case of unsatisfactory behavior will be evaluated on its own set of circumstances, including whether there have been multiple occurrences or a trend of corrective actions for the same or varied offenses that indicates an inability to follow these standards and meet performance expectations. The level of discipline for any violation is within the sole discretion of Action Associates and need not follow any particular sequence of corrections.

Nothing in this policy modifies or alters an employee's "at will" employment status.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications about wages, hours, or other terms and conditions of employment. Employees have the right to engage in or refrain from such activities.

Attendance

Punctuality, regular attendance and working all hours assigned are essential functions of your job and necessary to the operation of Action Associates and its Customers.

Tardiness, absenteeism and failure to work all assigned hours are a significant cost to the Company and create a burden on co-workers and Customers.

If you are unable to come to work or are going to be late for any reason, you are to notify both your Customer site supervisor and your Action Associates Representative prior to the start of your scheduled shift or, in an emergency, as soon as possible. When reporting an absence or tardiness, you must state the reason and indicate the expected duration. Unless otherwise excused, you are required to call in each day you are absent.

Failure to report an absence or tardiness, or leaving early without permission of your Customer site supervisor, will be deemed an unauthorized absence. Employees who fail to report to work without notification for three consecutive days will be considered to have voluntarily abandoned employment.

Poor attendance, frequent tardiness, making false statements or submitting false documentation to explain an absence or tardiness, failure to timely return to work

from breaks and meals, and/or improper or inaccurate recording of time, may result in discipline up to and including discharge.

Communication with Action Associates

You are expected to maintain communication with our office when:

- 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 by your Action Representative.
- You are injured on the job, the work environment appears unsafe, or you are instructed to perform your assigned duties in a way that contradicts your safety training or otherwise poses an unreasonable risk of injury to you or others.
- 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.
- Your address, email or phone number has changed.
- Your assignment ends. You must call us within 7 days to let us know of your availability for your next assignment. Failure to do so constitutes a voluntary quit a 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 (non-traffic) offense.
- You are instructed or prevented from recording and reporting all actual hours worked.

Getting Paid

As an employee of Action Associates, you will receive your paycheck from us (excluding Direct Hires). Action Associates' standard work week is Sunday through Saturday. Make sure you understand the timekeeping procedure for each assignment as it can vary by customer.

Receiving Your Check

Action Associates employees automatically will be enrolled in our payroll debit card program. Each payday, your earnings automatically will be loaded to your payroll debit card, providing safe, secure, and convenient access to your funds. At the time of enrollment, you will receive your payroll debit card and its terms of use.

Alternatively, you have the option of signing up for direct deposit. This checkless payroll system automatically deposits your earnings into a 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 Representative.

Deductions

A statement of earnings is given to employees each pay period showing gross pay, net pay, statutory deductions and voluntary deductions. The amount of federal withholding is affected by the number of exemptions claimed on an employee's Withholding Allowance Certificate (Form W-4). Voluntary deductions (health plan premiums, etc.) require an employee's signed authorization. Court-ordered deductions do not.

Every effort is made to ensure our employees are paid correctly. Review your pay stubs carefully. If you believe an error has been made, you must notify your Action Representative immediately at the Action office at 810-534-6166 so the error can be corrected. Errors will be corrected as quickly as possible and in accordance with all applicable laws.

Submitting Your Time

It is your responsibility to report all actual hours worked for each day worked. Check with Action Associates for the procedure for time cards at the Customer where you have been assigned. Time cards are due in the Action office every Monday by noon.

Timekeeping

Action Associates is required to keep an accurate record of the hours worked by each non-exempt employee. All hourly employees must: (1) Clock in each time they report to work, each time they leave work, before and after meal breaks (if 30 minutes or longer), and when leaving and returning to Company or Customer premises for personal reasons; (2) clock in only at their scheduled start time unless they have received Company or Customer approval to change their schedule; (3) not do any work for the benefit of the Company or Customer prior to clocking in or after clocking out; and (4) clock out immediately after finishing work and leave the premises. Action Associates also may require exempt employees to record their hours.

It is a violation of Company policy for an employee to falsify his/her timekeeping or to alter another employee's time. It is a serious violation of Company policy for any employee, representative, Customer

supervisor or other person in authority to instruct an employee to incorrectly or falsely report hours worked to alter an employee's time to under or over report hours worked. Should you be so instructed, do not do so; instead, immediately report it to your Action Representative or Human Resources. Every report will be investigated and corrective action taken as deemed necessary.

Overtime

Employees may be required to work past regular business hours and/or on the weekend. In accordance with state and federal law, time and one-half will be paid for all hours worked over 40 in any workweek by non-exempt employees. Employees assigned to Customers that pay in excess of this standard will be paid overtime accordingly, i.e., a Customer may pay time and one-half after 8 hours per day or double time on Sundays and/or holidays.

Overtime is not to be worked without advance approval by the Customer. Failure to work all scheduled hours, or to obtain prior approval before working overtime, are grounds for disciplinary action, up to and including discharge. Repeated refusal to accept overtime assignments can result in disciplinary action, up to and including discharge. Non-Exempt employees must not perform any work for the benefit of the Company or the Client before clocking in or after clocking out.

Performance Reviews

Employees will receive performance reviews conducted by their Action Representative. The first review will be conducted after your first 90 days of employment, and, generally, annually thereafter on or about an

employee's anniversary date. The frequency of performance reviews may vary, depending on length of service, job position, past performance, changes in job duties, or recurring performance problems. If you have not been reviewed in the past 12 months, you may request a review from your supervisor.

Performance reviews will include factors such as the quality and quantity of your work, your attendance record, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance review should help you to become aware of your progress, areas of needed improvement, and objectives or goals for future work performance. Positive performance reviews do not guarantee increases in compensation or promotions.

After a review, employees will be required to sign the report simply to acknowledge that it has been presented to and discussed with them, and that they are aware of its contents. Employees will have the opportunity to provide your written response to the review.

Benefits

Holidays

Action Associates observes the following holidays:

New Year's 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.

Employees who do not qualify for pay will receive the holidays off without pay, unless required to work by the Customer.

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.

Requests for vacation must be submitted to Action Associates in advance and approved by the On-Site Supervisor. Action Associates reserves the right to deny vacation requests based on the needs of the customer.

Employees will not be paid for unused vacation on separation from employment with Action Associates, regardless of the reason.

Health Insurance

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

The policy and summary plan description set out the terms and conditions of the health insurance plan, and govern all issues relating to employee health insurance.

Retirement

WSC offers participation in a 403b retirement plan for those employees who are eligible to participate.

COBRA

Federal law requires that most group health plans sponsored by employers with 20 or more employees offer covered employees and dependents the opportunity to continue coverage for at least 18 months.

Generally, qualifying events for a covered employee are termination of employment for any reason other than "gross misconduct" or a reduction in hours of employment. Generally, qualifying events for a covered spouse or child are: the

employee becomes entitled to Medicare; divorce or legal separation; the death of the employee, or the child reaches age 27.

Covered employees or dependents experiencing a qualifying event will be notified of their COBRA rights, the cost of insurance premiums, and payment due date(s). Continuation is solely at the employee's or dependent's expense. Action Associates reserves the right to charge an administrative fee, to the extent permitted by applicable law.

Additional options for health continuation may be available through the Health Insurance Marketplace and may be more affordable than enrolling through COBRA. More information may be obtained through www.HealthCare.org

This is a summary only. In the event of a contradiction between COBRA regulations and this summary, federal regulations control.

Federal Family And Medical Leave Act

The federal Family and Medical Leave Act (FMLA) provides eligible employees with up to 12 weeks of unpaid leave for certain family and medical reasons during a 12-month period. During this leave, an eligible employee is entitled to continued health plan coverage as if the employee had continued to work. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or to an equivalent position.

The FMLA also provides up to 12 weeks of unpaid leave during a 12-month period for certain reasons related to the active duty or call to active duty of National Guard

members and Reservists (so-called “qualifying exigency”) and a one-time unpaid leave of up to 26 weeks to care for a service member (including regular Armed Forces) with a serious injury or illness.

Action Associates uses a “rolling” 12-month period, looking backward to calculate FMLA leave. Under this method, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks that has not been used during the immediately preceding 12 months.

Employees must use all accrued, unused paid time off (vacation, etc.) concurrently with FMLA leave. Any FMLA leave taken after exhausting paid time off is unpaid.

The FMLA makes it unlawful for any employer to: (1) interfere with, restrain, or deny the exercise of any right provided under FMLA and/or (2) terminate or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

To the extent permitted by law, taking another job while on FMLA or any other authorized leave is prohibited. Doing so may lead to disciplinary action, up to and including discharge.

This is only a very brief summary of the FMLA. For details about qualifications, rights and benefits, or to apply for leave, contact Human Resources.

In the event of a contradiction between FMLA regulations and this Handbook, the regulations control.

Worker’s Compensation Insurance

Action Associates provides a comprehensive worker's compensation insurance program at no cost to you. Benefits are subject to all conditions and terms of the state insurance program or private insurance policy.

If you are injured on working time, you must report the injury at once to your on-site supervisor and Action Associates representative, no matter how slight it might seem, and complete all required paperwork. Failure to do so may result in incomplete, delayed, or denied claims, and disciplinary action might be taken.

If you are off work due to a qualifying, work-related injury, and were covered under the Company’s health insurance at the time of injury, the insurance will remain in force for non-work-related illnesses and injuries for up to two (2) months, unless a longer period is required by law.

The Company will not continue non-health benefits, or benefit or service-time accruals, while employees are on Workers' Compensation leave, unless otherwise required by law. However, employees will not lose benefits or service time accrued prior to the leave. In no case will any leave of absence, including Workers' Compensation Leave, exceed 59 consecutive days, unless otherwise required by law.

Action Associates reserves the right to offer and/or require light-duty assignments to employees under restriction due to a work-related injury.

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!

Policies

Drug-Free Workplace

Action Associates is committed to providing a safe and productive work environment, including one free from the influence of drugs and alcohol. As such, Action Associates has adopted a zero-tolerance policy. This means:

1. Employees strictly are prohibited from being under the influence of alcohol or illegal drugs during working hours, either on or off Company or Customer property. Employees reasonably suspected of being under the influence, based on observable characteristics and behavior, will be sent home immediately.
2. Employees strictly are prohibited from using, selling, possessing, transferring, or purchasing drug paraphernalia, illegal drugs, other controlled substances, or alcohol during working hours, either on or off the Company's or Customer's property, or committing any unlawful act related to drugs and/or alcohol during working hours, either on or off Company or Customer property, including the wrongful use or sale of prescription medication. Such actions will be reported to appropriate law enforcement officials.
3. Employees must notify the Company of any criminal conviction resulting from a violation occurring in workplace no later than five days after such conviction.
4. Use of medication prescribed by a physician and according to the physician's directions is not prohibited by this policy. However, the use of certain legal drugs can pose a significant risk to the safety of the employee or others. Employees must determine with their physicians if the use of a legal drug can present a safety risk. If so, the employee must report such drug use to their Action Representative to determine job-related consequences. Employees must keep all prescriptions in their original containers, which identify the drug, date of prescription and prescribing doctor. Action Associates reserves the right to verify, and may require an employee to verify, the circumstance surrounding the legitimate use of prescription drugs, to the extent permitted by applicable law.
5. If you are attending an Action Associates- or Customer-sponsored activity where alcohol is being served, you may drink only if you are not on duty or scheduled for duty that day. Drunkenness will not be tolerated.
6. Employees may be required to pass a drug screen prior to placement.
7. Action Associates reserves the right to arrange for an employee to be screened for drugs or alcohol for reasonable cause.
8. Employees shall be tested for unauthorized prescription drugs, illegal drugs, controlled substances, and/or alcohol, when receiving approved medical treatment as a result of a workplace incident resulting in injury or illness where there is a reasonable suspicion that drug or alcohol use may have been a contributing factor and such testing would assist Work Skills in assessing contributing causes for

the incident.

A refusal to submit to a drug/alcohol test or tampering with a test will be deemed an admission to being under the influence of drugs and/or alcohol.

Violations of this policy could subject an employee to discipline, including discharge. Action Associates recognizes that drug and/or alcohol abuse is a treatable medical condition covered, under certain circumstances, by the Americans with Disabilities Act and Michigan Persons With Disabilities Civil Rights Act. We encourage employees who believe they have a drug or alcohol problem to seek the assistance of available community resources. An employee who voluntarily self-identifies as having a substance abuse problem and seeks treatment before violating this policy will not be penalized for doing so. However, employees who undergo voluntary counseling or treatment and who continue to work must continue to meet all established standards of conduct and job performance.

Nothing in this or any other policy modifies or alters an employee's "at will" status.

Violence/Weapons in the Workplace

Action Associates is committed to a safe workplace, free of violence. Behavior that creates a climate of violence, hostility or intimidation will not be tolerated, regardless of its origin. Threats or intimidation of employees, customers or others with whom the Company has contact is prohibited.

The workplace is defined as all Action Associates and Customer property,

including parking lots and public areas (lobbies, restrooms, break rooms, etc.). Workplace violence is defined as physical, verbal, or written threats, violent behavior or any physical conduct that interferes with or threatens an employee's or another's safety or well-being. It includes, but is not limited to:

- The actual or implied threat of harm to any individual(s) or group of individuals, whether with words or gestures;
- Brandishing, displaying or possessing a weapon;
- Pushing, fighting or blocking another person's freedom of movement;
- Loud, angry or disruptive behavior that intimidates others or creates fear or anxiety;
- Intentional disregard for the physical or psychological safety of others;
- Intentional destruction, or harmful misuse, of Action Associates' property, Customer's property, or any individual's personal property;
- Stalking;
- Nuisance telephone calling;
- Sabotaging another person's work.

Action Associates recognizes that outsiders can bring violence into the workplace. Employees must report any action, behavior or perceived threat by intruders, customers, vendors, contractors, family members and/or acquaintances. Domestic violence can lead to acts of violence against an employee at work and may injure not only the employee, but also others. If an employee is aware of a troubled relationship that might lead to violence in the workplace, the employee should report it so that proper measures can be taken. We will handle the information as discreetly and confidentially as possible, while at the same

time investigating and/or taking precautionary measures.

If you believe this policy is being violated, you must immediately notify any or all of the following: your Action Representative, immediate On-Site Supervisor or another person with authority. All incidents must be reported, regardless of whom the offender and victim might be.

Employees must cooperate with any investigation of actual or threatened violence. The outcome of an investigation will be communicated as appropriate, and action could be taken against violators, including, but not limited to, appropriate discipline up to and including discharge, and/or legal action. Failure to cooperate with an investigation also could result in disciplinary action, up to and including discharge.

In instances where, in Action Associates' sole opinion, an individual reasonably appears to pose a threat to himself/herself or to others, 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.

Retaliation against any person who reports a violation or helps in investigating a complaint is prohibited and could subject the violator to disciplinary action, up to and including discharge.

Weapons

To safeguard our employees, our customers and the general public, we prohibit anyone from having firearms (including handguns, regardless of any authorized permit),

explosives, or any dangerous weapons or objects on Company premises, on Customer premises or at Company or Customer sponsored events. Premises include, but are not limited to: Company or Customer facilities; rented, used, or leased property, including rented or leased vehicles; and parking lots.

Searches may be conducted when there is a reason to believe that a person has a firearm (including handguns, regardless of any authorized permit), explosives, or any other weapon, device, instrument, substance, or object that could cause injury or death.

The only exceptions to this policy are police officers, security guards or other persons required by law or who have been given written consent by Action Associates to carry a weapon on the property.

Any employee failing to adhere to this policy or refusing to promptly permit a search under this policy will be subject to discipline, up to and including, discharge.

Inspection of Persons and Property

Action Associates recognizes that employees generally are entitled to a "reasonable expectation of privacy" and to be free from wrongful intrusion into their private activities. However, the Company also has a legitimate interest in protecting its property and ensuring the safety of employees, customers, the Company, and the general public, as well as compliance with Company policies.

As such, Action Associates reserves the right to conduct personal searches and inspect any package, parcel, purse, brief

case, lunch box or other possession and article carried to and from Company or Customer premises, to the extent permitted by law. Action Associates also reserves the right to search any office, desk, file, locker, Company vehicle, Company computer, Company equipment or other area or article on our premises - all of which are the property of the Company. To the extent possible, searches/inspections will be done in a way that protects privacy and dignity.

Employees should have no expectation of privacy for anything brought onto, kept or stored on the premises, even if under lock and key. Material intended to be private should not be brought onto the premises.

Employees may refuse a request to search/inspect their person or property. However, such a refusal is considered misconduct and could subject employees to disciplinary action, up to and including discharge. Non-employees who refuse to cooperate with searches or inspections conducted pursuant to this policy will not be permitted to enter, or will be immediately escorted from, the premises.

Confidentiality of Company and Customer Information

It is the responsibility of every employee to safeguard Company and Customer confidential and/or proprietary information. Our and our Customers' businesses and economic well-being depend on protecting and maintaining such information. Confidential/proprietary information is defined as trade secrets or confidential information relating to products, processes, know how, equipment models & manufacturers, customers, vendors, designs, drawings, formulas, test data,

marketing data, accounting, pricing or salary information, business plans and strategies, negotiations and contracts, and inventions and discoveries.

Unless otherwise identified by management, employees shall assume that such information is confidential. Employees may not disclose confidential information that remains in their possession after their employment with Action Associates or their assignment with a Customer terminates. Continued employment with Action Associates is contingent on compliance with this policy. Violations of this policy are subject to disciplinary action, up to and including discharge.

Social Security Number Privacy Policy

Action Associates takes very seriously its role in protecting and preserving the personal security and privacy of its employees, Customers, 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 also is 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 in accordance with applicable federal and state law. Employees with access to Social Security numbers will receive copies of the Company's full policy and protocols for protecting them. Failure to follow the policy and protocols can result in discipline, up to and including discharge.

Conflicts of Interest

It is the objective of Action Associates to maintain an organization guided and governed by the highest standards of conduct and ethics. The reputation of the Company is a direct reflection of the business conduct of all who work for it.

To protect and enhance our reputation, the Company requires that all employees be guided by the highest standard of conduct in their business contacts and relationships. The following examples have been deemed to involve a conflict of interest that violate our standard of conduct:

1. Serving as an employee, officer, director, or consultant for a customer, Customer, or supplier of materials or services, or competitor of the Company.
2. Holding by an employee or an immediate family member of an employee (parent, child, spouse, in-law) any financial interest in the business of any Customer, supplier of materials or services, or competitor of the Company. This does not include a financial interest in widely held corporations that are quoted and sold on the open market, unless the amount held is in excess of 0.1 percent of the outstanding stock of that corporation or the stock held has a value representing more than 5 percent of the employee's/family member's personal net worth.
3. Borrowing money from, or lending money, to any customer, Customer supplier of materials or services, or competitor, of the Company other than recognized financial institutions, i.e., banks, credit unions, etc.

4. Accepting gifts, entertainment, or anything of value from any Customer, supplier of materials or services, or competitor of the Company, other than minor Christmas or holiday gifts, occasional meals, and entertainment of a nominal nature.

It is important to avoid not only any situation that is an obvious conflict of interest, but also any situation that might give the appearance of being a conflict of interest. If you have any reason to believe that a transaction in which you are involved will create a conflict of interest, discuss the situation with your supervisor before entering into the transaction.

Any known or suspected violations of the policy should be reported immediately to management. Violations of this policy are subject to disciplinary action, up to and discharge.

Solicitation and Distribution

In an effort to maintain a productive and harmonious work environment, employees may not solicit or distribute literature during work time for any purpose. Meal periods are not work time.

Persons not employed by Action Associates may not solicit or distribute literature anywhere on Company property, at any time, for any purpose.

Telephone Usage

Action Associates' goal is to serve its customers. As such, it is essential that Company telephone lines be kept as free as possible so as not to interrupt the daily flow of business. Personal telephone calls should be limited to those that are

necessary and should be less than 5 minutes in duration. Personal long distance calls, when necessary, may be made only with specific supervisor approval. The use of personal cell phones during working time is prohibited. Meal periods are not working time. Exception will be made for emergencies.

Social Media Business Equipment, Electronic and Telecommunications

Each employee is expected to exercise due care in his/her use of Company property and to utilize such property only for authorized purposes. Negligence in the care and use of Company property is grounds for discipline, up to and including discharge, as is unauthorized removal of Company property from the premises or its conversion to personal use.

Action Associates property issued to an employee must be returned at the time employment is terminated.

All business equipment, electronic and telecommunication systems, including the Internet, social media accounts and related followers, and all communications and stored information transmitted, received, or contained in Action Associates' information systems (collectively "Company Resources") are Company property and are to be used solely for job related purposes. Social Media includes, but is not limited to, interactive websites such as Facebook, MySpace, LinkedIn, Twitter, virtual worlds, file-sharing applications and personal blogs. Only employees with written permission may access or transfer Company social media accounts and followers lists. Said permission may be revoked at any time, with or without notice. Passwords to Action

Associates' social media accounts, and any updates to same, must be approved by Action Associates.

To ensure proper use of Company Resources, Action Associates reserves and intends to exercise the right to review, audit, intercept, access and disclose all messages created, received or sent using Company Resources for any purpose. The contents of electronic mail or social media properly obtained for legitimate business purposes may be disclosed within Action Associates without the permission of the employee. Employees have no expectation of privacy when using or accessing Company Resources. 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.

Action Associates strictly prohibits non-job-related uses of its Company Resources, 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 social media unless given written permission from management. Employees who participate in any social media sites outside of work are not authorized to speak on behalf of Action Associates, and must specifically and expressly disclaim any association with Action Associates if an association might be inferred. On termination of employment, employees must promptly update their personal social media accounts to reflect he or she no longer works for Action

Associates. This policy does not apply to social media outside of work that are protected under applicable law, including 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.

Company Resources may not be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations.

Company Resources are 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.

Company Resources 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, where applicable. Individuals are strictly prohibited from altering or otherwise manipulating the data or meta-

data associated with Action Associates website or other Company Resources.

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

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment. Employees have the right to engage in or refrain from such activities.

Outside Employment

Employees may hold outside jobs as long as they do not create a conflict of interest with their employment with Action Associates and employees continue to meet the performance standards of their jobs with Action Associates.

Because the Company is concerned about the health and welfare of its employees, the management suggests that you strongly consider the impact that outside employment might have on your health and physical endurance. All employees will be judged by the same performance standards and will be subject to the Company's scheduling demands, regardless of any existing outside work requirements.

Employees may not conduct outside work on Company or Customer time or while on an authorized leave of absence, or use Company or Customer confidential information, property, equipment, or facilities for outside work.

Should the Company determine, in its sole discretion, that such outside employment creates a conflict of interest or breach of

confidentiality, or has caused an employee's performance to suffer, the employee will be advised in writing and given two (2) weeks to resign the outside employment. Failure to resign the employment is grounds for immediate discharge.

If Action Associates determines that an employee's outside work interferes with performance or the ability to meet the requirements of the Company as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the Company.

Outside employment that involves a conflict of interest is strictly prohibited. Employees may not receive any income or material gain from individuals outside the Company for materials or services rendered while performing their jobs.

Separation from Employment

Employees are requested to provide at least two (2) weeks' written notice of their intent to voluntarily resign or retire. The notice should be submitted to the employee's Action Representative. Unused vacation may not be used in lieu of notice. Employees must work through the notice period.

Unused vacation will not be paid on separation. Employees are not entitled to severance pay except at the sole discretion of the Company.

The last day actually worked by an employee is their "last day worked," regardless of any additional pay an employee may receive.

Company property must be returned no later than an employee's last day worked. Employees will be held responsible for unreturned or damaged items, to the extent permitted by law.

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

This is to certify that I have received a copy of the Employee Handbook.

I understand and acknowledge that it is not a legal document or a binding contract, but, instead, contains general information about Action Associates’ existing policies, procedures, and practices of employment.

I understand and acknowledge that abiding by the policies set forth in this Employee Handbook is a condition of employment and/or continued employment, and that it is my responsibility to read, understand, and comply with the policies contained herein and any revisions to them.

I understand that Action Associates may modify any of the provisions of this Handbook at any time, with or without prior notice.

I understand and acknowledge that unused vacation will not be paid on separation from employment and freely consent to this policy.

Signature

I understand and acknowledge that nothing in this Employee Handbook or any other Company document is intended to create, or shall be construed as creating, an expressed or implied contract or guarantee of employment. I understand and acknowledge that I am employed on an “at will” basis. This means that I have entered into my employment relationship with Action Associates voluntarily, that there is no specific length of employment, and that either I or Action Associates can discontinue the relationship at any time, for any lawful reason.

I agree to the above terms and conditions, and understand that if I refuse to acknowledge below, such refusal shall be grounds to deny and/or terminate my employment.

Date

Employee Signature

Employee Name (Printed)

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