



EMPLOYEE POLICY/ SAFETYBOOK

Welcome to the team!

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Michigan Department of Labor & Economic Opportunity

Wage and Hour Division

PO Box 30476

Lansing, MI 48909-7976

REQUIRED POSIER



GRETCHEN WHITMER
GOVERNOR

GENERAL REQUIREMENTS - EARNED SICK TIME ACT

SUSAN CORBIN
DIRECTOR

Your employer's 'year' for the purposes of the Earned Sick Time Act is:

Earned Sick Time Accrual		
Number of Employees	Minimum Accrual Rate	Employer May Limit Use To:
10 or fewer employees	1 hour for every 30 hours	40 hours in a year
11 or more employees	1 hour for every 30 hours	72 hours in a year

- Determined by Employer written policy earned sick time may be carried over from year to year or paid out. A business with 10 or fewer employees is not required to permit an employee to use more than 40 hours of paid earned sick time in a single year, employers with 11 or more employees are not required to permit an employee to use more than 72 hours of paid earned sick time in a single year.
- Earned sick time shall begin to accrue on the effective date of this law, or upon commencement of the employee's employment, whichever is later.
- An employee may use accrued earned sick time as it is accrued. Newly hired employees may be subject to a 120 day wait period for use.
- An employer is in compliance with the act if it provides any paid leave in at least the same amounts as that provided under this act that may be used for the same purposes and under the same conditions provided in this act and that is accrued at a rate equal to or greater than the rate described in subsections (1) and (2) of Section 3 of the act. Paid leave includes, but is not limited to, paid vacation days, personal days, and paid time off.

Earned Sick Time Uses

An employer shall permit an employee to use the earned sick time accrued for any of the following:

- The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault
- For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease.
- An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

Exercise of Rights

- An employer or any other person shall not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this act.
- An employer shall not take retaliatory personnel action or discriminate against an employee because the employee has exercised a right protected under this act. "Retaliatory personnel action" means any of the following:
 - Denial of any right guaranteed under this act.
 - A threat, discharge, suspension, demotion, reduction of hours, or other adverse action against an employee or former employee for exercise of a right guaranteed under this act.
 - Sanctions against an employee who is a recipient of public benefits for exercise of a right guaranteed under this act.
 - Interference with, or punishment for, an individual's participation in any manner in an investigation, proceeding, or hearing under this act.
- An employer's absence control policy must not treat earned sick time taken under this act as an absence that may lead to or result in retaliatory personnel action.

Complaint Filing

An employee affected by an alleged violation, at any time within 3 years after the alleged violation or the date when the employee knew of the alleged violation may file a complaint with the Wage & Hour Division.

*For precise language of the statute, see Public Act 338 of 2018, as amended

Auxiliary aids, services and other reasonable accommodations are available, upon request, to individuals with disabilities.

www.michigan.gov/wagehour • Toll Free 1-855-4MI-WAGE (1-855-464-9243)

WHD 9911 (Revised 2/27/2025)

**APS EMPLOYMENT SERVICES, INC.
EMPLOYEE HANDBOOK**

Dear Employee:

We are very happy to welcome you to APS Employment Services. Thank you for joining us! We want you to feel that your association with APS Employment Services will be mutually beneficial and pleasant. You have joined an organization that has established an outstanding reputation for quality. We credit this to the fine people in our organization that take pride and find satisfaction in the excellent work they do. We supply a high quality of Services to our customers. We need your help to make sure that APS Employment Services standard of quality are met and kept. This handbook will outline most of APS Employment Services policies and procedures. You are responsible to read and understand this handbook. If you have any questions or need help, please talk to your supervisor at APS Employment Services. Our address and phone number is on the bottom of this page. We extend to you our personal best wishes for your success and happiness at our company.

YOU ARE PART OF OUR TEAM

As a member of APS Employment Services team, you will be expected to contribute your talents and energies to improve the environment, quality and services provided to our clients. APS Employment Services always puts safety first. You should always follow all safety rules and guidelines! We also have a substance abuse policy. This helps keep the work place safe. No employee handbook can answer every question, nor would we want to restrict the normal question and answer interchange among us. It is the person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship. No one other than the board of directors of APS Employment Services may change, alter, modify or terminate any of these policies or procedures in this handbook. No statement or promise by any supervisor, manager or department head may be interpreted as a change in policy nor will it constitute an agreement with an employee. This handbook should be considered a guideline. When reading or referring to this handbook, it is hereby established that anywhere in the contents of this handbook where APS appears, it is intended to mean APS Employment Services. All employment with APS is "at will". No one will be denied opportunities or employment on the basis of age, sex, color, creed, national origin, religious persuasion, marital status, political belief or disability that does not prohibit performance of essential job functions, nor will anyone receive special treatment for those reasons.

APS EMPLOYMENT SERVICES, INC.

1840 N. Michigan Ave., Ste. 3, Saginaw, MI 48602

Phone: 989-921-0358 or 800-929-2816

www.apsemplishmentservices.com

Email: placement@apsemplishmentservices.com

Office hours are Monday - Friday 8:30am to 4:30pm (Holiday hours will vary, call for details)

EEOC NOTICE:

APS Employment Services employment practices are based on job qualifications without regard to race, color, national origin, religion, age, gender, marital status, height, weight, disability, genetic information, sexual orientation, gender identity, military services or other classifications protected by applicable law. Employees who believe this policy has been violated must speak with their supervisor. Employees who believe that the supervisor has not or cannot adequately address the problem, must speak with the President or CEO. To ensure equal employment opportunities to qualified individuals with a disability, APS will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result. Employees who may require a reasonable accommodation should contact the Human Resources Department.

CONFIDENTIALITY NOTICE:

In the course of your employment, you may have access to information about our business, our customers and personal information about other employees. This information must be kept confidential, check with your supervisor before discussing it with anyone. Any violation of this policy may result in discipline, up to and including discharge from employment.

GENERAL WORK RULES:

The items listed below are not numbered in any order. All items are very important! Any violation of any one of these policies, rules or procedures could result in disciplinary action up to and including discharge.

1. Follow all safety rules of APS and/or clients. You must wear required safety equipment. No tampering with equipment or safety equipment.
2. Follow all of APS and/or clients rules, policies and procedures (any questions or doubts ask).
3. No negligent or careless action which endangers the life or safety of another person.
4. No unauthorized possession of dangerous or illegal firearms, weapons or explosives on APS and/or clients property and/or while on duty. A license to carry the weapon on company property does not supersede company policy. Any employee in violation of this policy will be subject to disciplinary action, up to and including termination.
5. Do not engage in criminal conduct or acts of violence or making threats of violence toward anyone on APS or Clients premises and/or when on duty and/or representing APS.
6. No horseplay, fighting or provoking a fight.
7. Insubordination will NOT be tolerated or refusing to obey instructions and/or directions.
8. You need to inform APS right away of any changes in your personal information, such as your name, address, phone number, exemptions, who to contact in case of an emergency, etc.
9. If your assignmenUpPosition requires a certificate, license, training, background requirement or clear of any government sanctioned list you must keep them valid and maintain that status at all times throughout your employment. It is your responsibility to inform APS if any of those

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requirements change or become expired. Disciplinary action up to termination can result if you do not inform APS of the change in circumstance or if you no longer meet the requirement. You are not to work any hours until it has been approved by APS. If you lose any mandatory qualification for your position, it will be considered an voluntary quit.

10. Confidentiality! At all times, even after you leave our employment. No one is permitted to remove or make copies of any of APS records, reports, or documents without prior approval in writing and signed by the president. If you are questioned outside of APS politely direct them to your supervisor at APS.
11. Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to APS and/or the clients insurer. You will be asked to submit a copy of your driving record to APS from time to time. Any changes in your driving record must be reported to APS immediately. Failure to do so may result in disciplinary action up to and including discharge.
12. No threatening, intimidating, or coercing fellow employees on or off the premises, at any time, for any purpose.
13. No engaging in an act of sabotage, causing destruction or damage of company property, and/or property of fellow employees, customers, suppliers, or visitors in any manner.
14. No theft of company property or the property of fellow employees.
15. No unauthorized possession or use of company property.
16. No gambling or conducting a lottery while on APS property or any customer's property or while on duty.
17. No immoral conduct or indecency on APS property or client's property while on duty.
18. No malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and/or lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
19. No dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data required or requested from APS; alteration of company records or other company documents.
20. No unsatisfactory or careless work; failure to meet production or quality standards; mistakes due to carelessness or failure to get necessary instructions. No standing around, if you have completed a task see your site supervisor for direction.
21. No harassment of any kind! Sexual, racial or other; telling sexist or racial - type jokes; making racial or ethnic slurs and/or comments.
22. No leaving work before the end of a workday or not being ready to work at the start of a workday without prior approval of your manager at job site.
23. No sleeping on the job; loitering or loafing during working hours on APS property and/or client's property.
24. No use of APS and/or client's telephones or electronic devices for personal use, except for emergencies.
25. Do not leave your workstation during your work hours without prior permission from your supervisor. Wandering around your job site is not permitted, you should stay at your designated work area at all times. This is considered wasting company time.
26. Smoking is not allowed in company buildings or work areas at any time. "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.
27. No posting, removing or altering of notices on any bulletin board on APS property and/or client's property.
28. No excessive absences or tardiness. You must be able to provide proof of the explanation when asked by you supervisor. Ex. Subpoena's, Doctor's slip's, tickets, etc.
29. You must report all absences or late arrival's on or before your start time of the same day to job site supervisor and APS office.
30. No obscene or abusive language, toward any manager, customer or any other employee.
31. No indifference or rudeness towards any manager, customer and/or other employee.
32. No disorderly and/or antagonistic conduct on APS property or client's property at any time.
33. No speeding and/or careless driving of any APS vehicle, and/or customer's vehicle.
34. No soliciting while on APS property and/or customer's property while on duty. No selling merchandise or collecting funds of any kind for charities or other activities without prior authorization from job site supervisor during business hours, or at a time or place that interferes with the work of another employee on APS property or client's property.
35. You must maintain a neat and clean appearance and follow the dress code at your job site. No wearing of improper or unsafe clothing.
36. No eating or drinking in unauthorized areas.
37. No alteration of your own attendance documents, altering another employee's records or causing someone to alter your records.

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38. Within 7 days of completing an assignment you must notify APS of such or it will be considered an automatic quit and may affect your eligibility for unemployment compensation. It is your responsibility to supply us with valid contact information and your availability at that time. You must check in once a week thereafter to keep your file active or you will be considered a voluntary quit. Only active employees maybe eligible for any potential benefits.
39. When given safety equipment, it must be worn at all times. Failure to wear the safety equipment could result in termination.
41. If you send anyone to pick up your payroll check, they must have written authorization from you and acceptable identification. We will compare signatures to your personnel file. There are no exceptions.
42. APS cannot take responsibility for paychecks once they are in the control of the USPS and cannot determine or guarantee an estimated delivery date. We strongly recommend Direct Deposit of your payroll check. Please call for an authorization form. If checks are lost in the mail due to your address not being updated in a timely manner or before the checks are processed, you will be responsible for the bank fee to stop payment on the original check, this fee will be deducted from the replacement check.
43. Unemployment fraud will not be tolerated. You must report your complete total gross payroll amount for each week you report to MARVIN. You must report proper employment dates.
44. Cell Phone Use- While driving company equipment, cell phone use is prohibited. Cell phone usage is prohibited for all employees at all sites during your work day including texting, gaming and taking photos. please check your phone during breaks or lunch. All ringers should be shut off so distractions do not occur. Please see specific site rules as cell phone are not allowed on the premises of some client sites.
45. APS will contact you by phone for job offers. We will attempt to call both your main & alternative numbers that you have submitted on your application. If these number change, it is your responsibility to contact us with working contact information. If you do not return our call within 24 hours, it will be considered that you have declined available work.

Drug & Alcohol Policy:

APS seeks to ensure a safe, healthy, and secure work environment, to protect Company and customer property, to ensure efficient operations, and to provide reasonable assurance that all persons working for the Company are fit to work and not compromised by any legal or illegal substance, drug, or alcohol. For this reason, possessing, using, consuming, purchasing, distributing, manufacturing, dispensing or selling alcohol or controlled substances, or having alcohol, drugs, or controlled substances in your system, without medical authorization when applicable, on Company and client premises, at off-site work locations, or in Company vehicles or personal vehicles while used for business use, will be considered a violation of this Policy and may result in disciplinary action up to and including immediate termination. Despite marijuana having been decriminalized under Michigan law through the Michigan Medical Marijuana Act and the passage of Proposal 1 in 2018, both laws explicitly state that an employer is free to prohibit use by employees and to maintain workplace drug and alcohol policies. Moreover, marijuana remains a controlled substance under federal law. Therefore, for purposes of this Policy, marijuana is considered a "controlled substance" and/or an "illegal drug."

Employees with prescribed medications must ensure with their health care provider that it is safe for them to work while taking the prescription. If an employee is taking a prescription or over-the-counter medication that may interfere with their job duties or cause potential safety concerns, such as drowsiness that may interfere with the safe operation of a vehicle or equipment, the employee must notify management to ensure safe work practices are observed. Further, APS reserves the right to insist upon medical verification that all prescription drugs taken by an employee are properly prescribed for the employee.

Employees will be subject to drug and/or alcohol testing as a condition of employment. Testing will occur for all candidates for employment (pre-employment). Testing will occur for reasonable cause (e.g., testing after an accident or injury, or where management has observed the employee to be unfit for work, or has been reported to be using or abusing illegal drugs, prescriptions, over-the-counter medications or alcohol). Testing may also occur randomly based on employee job classification or some other non-discriminatory basis. Any employee who fails or refuses to take a required drug or alcohol screen or who tests positive shall be subject to discipline, up to and including discharge, in the Company's sole discretion. Likewise, employees who attempt to alter or interfere with the test sample, test process (such as delay in reporting for testing), or test results will be subject to discipline up to and including discharge. An employee who disagrees with the results of a positive test may request a confirmatory test at their cost.

JOB DESCRIPTIONS, HOURS, WAGES, AND BENEFITS:

These all should have been discussed with you at the time of employment. Any questions or if it was not clear, call your supervisor at APS. These will all depend on the position and job site you are hired for. These may change from assignment and job site depending on where you are placed. Length of employment will also depend on the assignment, job site and your performance. You must contact your APS supervisor if you have any questions at 989-921-0358 or 800-929-2816.

HEALTH AND DRUG SCREENING:

Your employment with APS may be contingent on passing a physical/health examination and/or a drug/alcohol test. At any point during your employment, APS may do random testing. This may be necessary to ensure that you are physically capable of handling the tasks involved in your job position safely and without possible harm to others. You are expected to be in suitable mental and physical condition while at work, allowing you to perform your job effectively and safely.

HARASSMENT & COMPLAINT PROCEDURE:

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law, is prohibited.

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It is APS's policy to provide a work environment free of sexual and other harassment. To that end, harassment of APS's employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. **APS** will take all steps necessary to prevent and eliminate unlawful harassment. Definition of Unlawful Harassment. "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

Definition of Sexual Harassment. While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated at **APS**. Complaint Procedure. Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested, and encouraged to make a complaint. You may complain directly to your immediate supervisor or department manager, the HR director, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality.

If the investigation confirms conduct contrary to this policy has occurred, **APS** will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

GRIEVANCES:

If you encounter any problems, you need to report them immediately to your APS supervisor. Talking things over usually helps. If you feel the result is not to your satisfaction you then need to put it in writing to your APS supervisor. Please include all details. If you then feel the problem has not been resolved please set up an appointment to sit down with your APS supervisor and their immediate Supervisor. Do not leave your work area without notifying your job site manager first.

GIFTS:

Advance approval from APS management is required before an employee may accept or solicit a gift of any kind from a customer, supplier and/or vendor and/or any of their representatives.

ERROR IN PAY:

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell your APS supervisor immediately and he/she will research it and make the necessary steps to correct the error as soon as possible.

LEAVES OF ABSENCE:

Occasionally, for medical, personal, or other reasons, you may need to be temporarily released from the duties of your job with APS, but may not wish to submit your resignation. Under certain circumstance, you may be eligible for an unpaid leave of absence. You must apply in writing with the expected date to begin and date of return. Submit this to your APS supervisor, who will bring your request before the appropriate members of management for approval. We can only protect your job status to the extent that we will make every effort to allow you to return to your former work if still available, or similar work if available. On your return to work, we can only offer you an assignment and job site that we have available at that time.

ILLNESSES AND ACCIDENTS:

You must report all illnesses and accidents immediately to your job site manager. If you need medical attention your manager can help you with that. You need to contact your APS supervisor at the first possible time and notify him/her of any illness or accident.

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EXIT INTERVIEWS:

You need to do an exit interview with your APS supervisor when leaving the employment of APS. We would like to discuss your reasons for leaving at this time. You will also need to return any company property at that time.

OUTSIDE EMPLOYMENT:

Any outside activity must not interfere with your ability to properly perform your job duties at APS. You cannot accept employment from APS clients without prior knowledge and written approval from APS.

COMPUTER SOFTWARE AND COMMUNICATIONS POLICY:

The telephone, facsimile, and computer, including the e-mail system are tools to ensure efficient communications. These are privileges that are provided by your employer. Complaints of improper use of these or failure to comply with the company rules regarding this equipment will result in termination. Employees shall not send, make, or post communications that contain abusive or objectionable language that defame or libel others, or that infringe on the privacy of others or which would otherwise violate employer's policies, including, but not limited to the anti-harassment policy.

SOCIAL MEDIA POLICY:

APS recognizes the increasing popularity of social media and their personal use by individuals. However, the company recognizes that conversations on an employee's personal social media may reference the company or the employee's association with the company. You are to maintain the same professional conduct in the virtual world as you would in the real world. All policies in this handbook apply. Your post must convey only truthful, respectful, and positive opinion. Be respectful of all individuals in the relationship of the company. Do not post content that promotes, fosters, and perpetuates discrimination of any type. Do not post any material that is abusive, defamatory, or invasive of another's privacy or obscene to a reasonable person.

FAIR LABOR STANDARDS ACT POLICY:

Improper deductions from salaries or exempt employees are not to be made. If you believe that an improper deduction has been made, immediately report the information to the President. Preferably, the report will be made in writing and immediately after the deduction has been made. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any deduction that was made.

FMLA

It is the policy of APS to provide family and medical leaves in accordance with the Family and Medical Leave Act of 1993 (FMLA).

Eligibility-The FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for reasons specified in the FMLA. Under certain circumstances, families caring for service members recovering from a serious injury or illness may take up to 26 weeks of unpaid, job-protected leave. You are eligible for FMLA leave if you have, before the first day of your FMLA leave, 1) worked for at least 12 months, and 2) provided 1,250 hours of service within the previous 12-month period. We calculate the 12-month period backward from the date the employee's FMLA leave begins

Reasons for FMLA Leave- FMLA leave will be granted to eligible employees for any of the following reasons:

- The birth, adoption, or placement of a child. (12 weeks)
- The care of a spouse, child, or parent who has a serious health condition. (12 weeks)
- The employee's own serious health condition. (12 weeks)
- A qualifying emergency arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan. (12 weeks)
- The care of a covered family member who has become seriously ill or seriously injured in the line of duty in the Armed Forces. (26 weeks)

Notice and Medical Certification- If you become eligible for leave under the FMLA, you must follow these guidelines:

- You must provide 30 days' advance notice when the leave is foreseeable. When the need for leave is not foreseeable, you must provide notice to within two business days of when you become aware of the need for leave.
- FMLA requires that you attempt to schedule planned medical treatment or intermittent leave to avoid undue work-related disruption.
- If you take leave to care for a spouse, child, or parent, you must provide a medical certification within 15 calendar days of the request for leave. Contact to obtain a copy of the "Certification of Health Care Provider" form.
- If you take leave for your own serious health condition, you are required to provide a fitness-for-duty report, along with the "Certification of Health Care Provider" form, before returning to work.
- While on FMLA, you are required to report to periodically on your status and your plans to return to work. APS will take steps to maintain all medical information confidentially in accordance with the Americans with Disabilities Act.

Benefits During FMLA Leave- If you participate in benefits, you may choose to continue your participation in our health care program while on leave. However, it's your responsibility to arrange for payment of necessary premiums during your leave. Failure to make the appropriate premium payments may result in the cancellation of your insurance coverage.

Additionally, if you fail to return to work at the end of the leave, APS has the right to recoup the premiums paid for maintaining health coverage.

Returning to Work- When you return to work after your FMLA leave, you will be restored to your original temporary position should it be available or to an equivalent temporary position with equivalent pay, benefits, and other terms and conditions of employment as assignments are available.

Guidelines- When FMLA leave has been exhausted, employment may be terminated. If employment is not immediately terminated, APS may designate any and all future absences as unexcused absences. Additionally, when FMLA has begun, and all sick and vacation time has been used, any non-qualifying FMLA absences may be considered unexcused absences.

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DRIVERS OR USE OF COMPANY AND/OR CLIENTS VEHICLE(S):

1. You must have a valid driver's license at all times. You must immediately report any changes to your driving status.
2. You must maintain weekly mileage reports.
3. You must obey all traffic laws.
4. You are responsible for following all manufacturers' recommended maintenance schedules to maintain valid warranties, and follow the manufacturer's recommended oil change schedule.
5. You are responsible for reporting and paying for any tickets, moving and/or parking.
6. You must keep the vehicle clean inside and out.
7. For insurance reasons you may not have passengers or any one else operating the vehicle.
8. You must report and fill out an accident report for any accidents right away. No matter who is at fault or how great the damage to either vehicle. Always get a police report.
9. You must qualify to be insured by either APS's and/or client's insurance carrier to be hired and to keep employment.
10. Cell phone usage is prohibited while driving.

CUSTOMER RELATIONS POLICY:

Our customers are very important to us. When dealing with a customer always be courteous, polite, and patient. Occasionally, a situation may arise that is unique, in such cases inform the customer that you will contact your supervisor and get back to them promptly. Employees are representatives of **APS** and are expected to be professional in both attitude and image at all times.

PAYROLL ADVANCES POLICY:

APS does not permit advances against payroll checks.

GARNISHMENTS POLICY:

APS must comply and will honor administrative and court orders for garnishment or wage withholdings pursuant to state and federal law.

OPEN DOOR POLICY:

APS wants to provide good working conditions and maintain harmonious working relationships among employees, as well as between employees and management. To correct any work-related problems, APS has an "open door" problem solving policy. Employees are encouraged to discuss concerns or suggestions with their supervisor. Employees who believe that the supervisor has not or cannot adequately address the situation are encouraged to discuss the problem with any of the managers or with the CEO. This procedure should be on an informal basis.

TERMINATION POLICY:

As a matter of courtesy, employees who want to terminate employment should give at least fourteen-day notice in writing. An employee shall be paid earned salary or hourly wage to the date when the employee leaves our Services. Terminating employees shall not receive any unused personal time or unused paid time off. The employer's contribution to insurance plans will be made thru the last scheduled day of employment.

TIME OFF REQUESTS:

You must give APS and your direct supervisor at least 48-hour notice of any doctor or personal appointments. You must have these appointments approved through the site supervisor and APS before you miss work. Time off requests for vacations or other planned personal reasons must be requested at least two weeks in advance of the dates requested. Time off requests are not guaranteed.

ATTENDANCE POLICY:

Regular and punctual attendance is essential to the orderly performance of our work. As an employee you are expected to be on time and regular in your attendance. You are expected to report to work on time and be prepared to start work at your regularly scheduled except for regularly scheduled breaks or authorized leaves. Failure to call in or show up prior to your scheduled shift can result in termination. Call in procedure- you must report all absences or late arrival's on or before your start time of the same day to job site supervisor and the APS office. You must be able to provide proof of the explanation when asked by your supervisor. Ex. Subpoena's, Doctor's slip's, tickets, etc.

Excessive absenteeism excused or not, is not acceptable. Each situation of excessive absenteeism or tardiness will be evaluated on a case-by-case basis. No more than three tardy's will be tolerated for any reason; if this occurs APS will consider this a voluntary quit. If you fail to report to work without any notification for a period of two days or more, it will be considered a voluntarily termination of your employment.

EARNED SICK TIME POLICY:

All employees including full-time, part-time, seasonal, and temporary workers not already covered are eligible to accrue paid sick time. (Unpaid interns/trainees and employees covered under the Youth Employment Standards Act are not eligible for this benefit.) APS will use either the accrual method or front-loaded methods depending on your work site and job position. Most employees will use the accrual method. If your position offers a front-load sick bank you will be notified on your hire date. If you are not sure, contact APS immediately. All other employees will be under the accrual method.

Accrual-Employees will accrue one (1) hour of paid sick time for every 30 hours worked. Paid time off hours for holidays, vacation, personal, PTO, sick time, etc. do not count as 'hours worked' for the purposes of this policy. Sick time will begin accruing on an employee's first day of employment but cannot be accessed until after 120 days of employment. Employees can use earned sick time for any of the following reasons:

- a) The employee's mental or physical illness, injury or health condition; medical diagnosis, care or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- b) For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of the employee's family members' mental or physical illness, injury or health condition; or preventive medical care for a family member of the employee.
- c) If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- d) For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- e) For the closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in

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the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For the purposes of this policy, "family member" includes all the following:

- a) Biological, adopted or foster child, stepchild, or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
- b) Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
- c) A person to whom the employee is legally married under the laws of any state or a domestic partner.
- d) A grand parent.
- e) A grandchild.
- f) A biological, foster or adopted sibling.
- g) Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

A maximum of 72 hours of accrued sick time can be used in a year. For the purposes of this policy, a year is defined as 12 months after your hire date. Sick time will be granted in 1-hour increments and paid at the employee's normal hourly rate/base wage. A maximum of 72 hours of unused sick time can be carried over from one benefit year to the next. All unused, accrued sick time will be forfeited at the time of separation (unless the employee is reinstated within 2 months). Employees are asked to provide notice no more than 7 days in advance if they are aware of the need to use sick time or as soon as reasonably practicable following APS's documented notice and call-in procedures. Employees will not be penalized or retaliated against in any way for requesting or using accrued paid sick time for the purposes designated above. Employees are to notify both their work site and APS to report ESTA use and the request of sick pay must be at the same time. APS must be notified directly by the employee as required above, it is the employee's responsibility to contact APS directly at 989-921-0358 or placement@apsemp.com.

Frontloaded PTO Bank-APS may front-load your PTO (Personal Time Off) bank for designated job positions or job sites with the annual benefit amount of 72 or more hours on the anniversary of your hire date each year. The employee will then have the remaining 12 months to use their PTO. Employees who become eligible for PTO benefits after the start of the benefit year will have their maximum annual sick hours prorated based on date of hire/eligibility. Part-time employees will have their annual allotment of PTO hours prorated based on their projected work schedule for the year using the one (1) hour of PTO for every 30 hours worked formula. An analysis will be completed periodically to ensure that the hours awarded continue to align with actual hours worked, and any shortages in PTO allotment will be corrected. Should separation of employment occur after PTO has been taken but not fully accrued, the employee will be required to repay the unaccrued time. The unaccrued portion will be charged back to the employee's final check within the provisions of the law. Employees can use PTO for any of the ESTA reasons listed above. PTO will be granted in 1-hour increments and paid at the employee's normal hourly rate/base wage. Unused PTO cannot be carried over into subsequent years, nor will any employee receive pay in lieu of unused hours. All unused, accrued PTO will be forfeited at the time of separation (unless the employee is reinstated within 2 months). Employees are asked to provide notice no more than 7 days in advance if they are aware of the need to use PTO or as soon as reasonably practicable following APS's documented notice and call-in procedures. Employees will not be penalized or retaliated against in any way for requesting or using PTO for the purposes designated above. If you qualify for a frontloaded PTO bank, you will be notified on your date of hire.

Once you have exhausted sick time/PTO, ESTA protections do not apply and the Attendance Policy requirements will apply.

SOCIAL SECURITY NUMBER PRIVACY POLICY:

It is the goal of APS to ensure, to the extent possible, that employees' social security numbers are maintained confidentially, social security numbers will not be released to anyone outside APS, except as required by law. Social security numbers will be made available internally on a "need-to-know" basis.

More than four sequential digits of a social security number will not be included on any document mailed outside APS, except as required by law, nor will it be publicly displayed in any manner. Social Security numbers are not to be used as passwords or identifiers for any APS computer system. The social security number will not be used in the ordinary course of business except as APS may determine that it is necessary to verify an individual's identity or to administer employee benefits, such as health insurance. Any documents that include social security numbers that are discarded are to be shredded. Any violation of this policy will result in discipline up to and including termination of employment.

SAFETY RULES:

Each employee is expected to wear appropriate clean and safe clothing. Clothing is not to be loose fitting. Shirts should be worn at all time and dangling jewelry should not be worn.

All employees should wear substantial shoes. Opened toed foot attire is not permitted at any location.

Safety glasses are to be worn in those areas designated by the onsite supervisor.

Safety gloves are to be worn in those areas designated by the onsite supervisor.

For your own safety we advise employees to never wear jewelry of any kind on the job.

Hairstyle is not a factor as long as hair is not longer than shoulder length and should be pulled back.

Employees deviating from the required safety attire or personal safety equipment will be sent home at their own expense to comply with these policies.

Report all accidents, injuries and illnesses to your supervisor or safety coordinator immediately.

Report all unsafe conditions and equipment to your supervisor.

In the event of fire, alarm others to the situation and evacuate. Only trained employees may attempt to respond to a fire or other emergency.

Materials and equipment will not be stored against doors or exits; fire sprinklers, risers or fire extinguishers stations.

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Means of egress shall be kept unobstructed, well lighted and unlocked during working hours.

Always use proper lifting techniques.

Do not stack materials in an unstable manner.

All spills should be cleaned up immediately.

Inspect motorized vehicles and other mechanized equipment daily or prior to use.

Do not use compressed air for cleaning off clothing.

Always keep flammable or toxic chemicals in closed containers when not in use.

Do not eat, drink or smoke in areas where hazardous chemicals are present.

Goggles or face shields must be worn when grinding.

Be aware of the potential hazards involving various chemicals stored or used in the work place.

Always use the right tool for the right job. Use them only when authorized.

JOB RELATED INJURIES:

All employees are to report all job-related injuries to their onsite supervisor immediately, so that proper first aid treatment can be given. Then you are to report the injury to the APS office the same day. An employee requiring medical attention must obtain authorization for such treatment from his/her supervisor prior to visiting a medical facility. APS maintains the right to choose the designated physician and/or medical facility.

Medical expenses resulting from treatment by a physician or medical facility without authorization by your supervisor may not be paid by workman's compensation carrier with the employee assuming responsibility for such expense. All employees are subject to a drug screen and breathalyzer test with any work-related injury.

An employee injured on the job must give APS all paperwork and releases from the medical facility before returning to work. APS will assign you to an approved clinic, please call us immediately at 800-929-2816. It is very important that you go where assigned, if you don't, we cannot guarantee the injury will be covered. When arriving at a clinic for any treatment, physicals, or drug screens, you must tell the clinic that you are an employee of APS, you are not an employee of your job site.

\$10 ADMINISTRATION FEE: Each new employee of APS will have a onetime \$10.00 administrative deduction. This deduction is to cover fees of basic background checks and new hire administration.

ARBITRATION AGREEMENT:

Employee and APS, in consideration of employment and for other valuable consideration, hereby agree to arbitrate any employment disputes between them under the terms and conditions identified below.

Any claim or controversy arising out of Employee's employment relationship with APS which would otherwise be litigated in state or federal court, including but not limited to any claims for discharge, employment discrimination or defamation, shall be settled by binding arbitration under Michigan Arbitration Act. MCL 600.5001, et seq. Arbitration shall represent the exclusive remedy with respect to any such claim, controversies, or dispute.

Arbitration under this agreement will be governed under the employment dispute resolution rules of the American Arbitration Association in effect at the time the request for arbitration is made. Each party shall have an independent right to choose to be represented by a lawyer in arbitration. The parties shall have the ability to obtain reasonable discovery including the taking of depositions. The parties shall have the right to summon witnesses. The arbitrator shall have the power to issue subpoenas. The arbitrator's award shall be in writing and shall contain the findings of fact and conclusion of law. Any resulting award shall be filed by the successful party with the clerk of the 10th Judicial Circuit Court for the State of Michigan and judgment shall be rendered upon the award by that court. The arbitrator's award will also be subject to judicial review in accordance with Michigan law. All requests for arbitration must be filed within One Hundred Eighty (180) days from the date of the incident giving rise to any claim. If either party fails to request arbitration within the One Hundred Eighty (1800 Day period, the party waives the right to arbitration.

When signing this handbook receipt the parties agree to be bound as set forth above and have executed this Arbitration Agreement on the date signed.

WORKPLACE VIOLENCE POLICY: APS provides a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy.

Prohibited Conduct

APS does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. This list of behaviors provides examples of conduct that is prohibited:

* Causing physical injury to another person.

* Making threatening remarks.

* Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.

* Intentionally damaging employer property or property of another employee.

* Possessing a weapon while on company property or while on company business.

* Committing acts motivated by, or related to, sexual harassment or domestic violence.

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Reporting Procedures

Any potentially dangerous situations must be immediately reported to a site supervisor and APS. Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately, and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation **will** be counseled, and the results of investigations will be discussed with them. APS will actively intervene at any indication of a possibly hostile or violent situation.

Individual situations

Although APS does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform the worksite and APS if any employee exhibits behavior that could be a sign of a potentially dangerous situation. Such behavior includes:

- Discussing weapons or bringing them to the workplace.
- Displaying overt signs of extreme stress, resentment, hostility, or anger.
- Making threatening remarks.
- * Showing sudden or significant deterioration of performance.
- Displaying irrational or inappropriate behavior.

Dangerous/Emergency Situations

Employees who confront or encounter an armed or dangerous person should not attempt to challenge or disarm the individual. Employees should remain calm, make constant eye contact, and talk to the individual. If a supervisor can be safely notified of the need for assistance without endangering the safety of the employee or others, such notice should be given. Otherwise, employees should cooperate and follow the instructions given.

Enforcement

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Nonemployees engaged in violent acts on the employer's premises will be reported to the proper authorities and fully prosecuted.

Electronic W-2 Consent

By signing this employee handbook receipt, I give my consent for my year end W2 to be uploaded electronically and understand that the retrieval instructions will be sent out via email by January 15th of each year. I am responsible and agree to notify APS Employment Services with any address or email address changes. I understand that I may be charged a printing fee if my W2 is mailed/mailed to the wrong address and a duplicate hard copy must be mailed.

**APS Employment Services, Inc.
EMPLOYEE HANDBOOK/ SAFETYBOOK
ACKNOWLEDGMENT OF RECEIPT**

I hereby acknowledge receipt of the employee handbook and safety book as well as receiving a safety talk at APS. I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I AM AWARE THAT IF I VIOLATE ANY ONE OF THESE POLICIES, PROCEDURES AND/OR RULES, IT COULD RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING DISCHARGE.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. Neither it, company practices, nor other communications create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the company to employ me now or hereafter and that my employment may be terminated by me or the company without reason at any time. I understand that no representative of the company has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment, or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the president of the company may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the president of the company.

I UNDERSTAND THAT APS IS A TEMPORARY/LEASED EMPLOYEE AGENCY AND THAT MY EMPLOYMENT IS THE SAME. I FURTHER UNDERSTAND THAT APS CANNOT CONTROL A CLIENT'S ACTIONS. IT IS MY DUTY TO BRING TO THE ATTENTION OF APS ANY INCIDENT; I FEEL THEY SHOULD KNOW ABOUT.

I HAVE RECEIVED THE FOLLOWING SAFETY EQUIPMENT AND KNOW I MUST RETURN THEM AT THE END OF MY EMPLOYMENT:

ITEM	VALUE	INITIALS
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EMPLOYEE'S PRINTED NAME AND SIGNATURE

DATE

IN CASE OF EMERGENCY, WHO SHOULD WE CONTACT?

Name: _____ Relationship: _____

Address: _____ Phone: _____

Alt Phone: _____