

EAGLE CLEANING SERVICE, INC.



Employee Manual

December 2019

WELCOME

Whether you have just joined our staff or have been with Eagle Cleaning Service, Inc. ("ECS" or the "Company") for a while, we are confident you will find our company a dynamic and rewarding place in which to work. We look forward to a productive and successful association. We consider our employees our most valuable resource. With that in mind, this Handbook ("Handbook") will serve as the guide for our employer/employee relationship.

This Handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies, procedures, and benefits described. For that reason, if you have any questions you should address your specific questions to your supervisor.

AT-WILL EMPLOYMENT

Neither this Handbook nor any other ECS document confers any contractual right, either expressed or implied, to remain in the Company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at any time, with or without cause and without prior notice by the Company. You have the same rights and may resign at any time with or without reason. It is important to keep in mind that no representative of the Company other than the owner, or her designee, and then only in writing, has any authority to enter into any contractual agreement for employment.

Throughout this Handbook, the word 'facility' refers to the place or office in which you work.

This Handbook supersedes all policies, procedures, and benefit program descriptions issued previously. In addition, they may be modified or discontinued from time to time at the discretion of ECS. You are encouraged to ask your supervisor about any policies or procedures you do not understand. Further, you are responsible for adding modifications, as they are distributed, and keeping the Handbook up-to-date.

ECS understands that every employee is an individual and that no general policy can, or should, dictate what must happen in every situation. Consequently, ECS reserves the right to exercise its' discretion when situations or problems arise which may require special handling, even though a policy stated in this Handbook may indicate a different general rule.

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I have received a copy of the ECS Employee Handbook and I understand that THIS HANDBOOK IS NOT A CONTRACT OF EMPLOYMENT, that my employment with ECS is at will and that either the Company or I can terminate my employment at any time, for any reason, or no reason, with or without prior notice.

I agree that this Handbook is the sole property of ECS and that reproduction, in total or in part, is permitted only upon written permission of the owner and must be returned upon termination of my employment.

I acknowledge that I am responsible for reading, and will read, this Handbook in its entirety within my first 10 calendar days of employment and for discussing with my supervisor any questions or comments I may have concerning its contents.

I understand and agree that these policies and procedures are periodically evaluated and may be amended, modified or terminated at any time, at the discretion of ECS.

Sign and date this receipt and return it to your supervisor.

Employee's Name (Printed or Typed)

Employee's Signature _____

Date _____

Supervisor – give copy to employee

EMPLOYMENT

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

ECS provides equal opportunity in employment and prohibits all forms of unlawful discrimination, harassment, and/or retaliation. All employment decisions, policies and practices comply with applicable federal, state and local anti-discrimination laws. Therefore, employment decisions at ECS are based on personal capabilities and qualifications without discrimination because of race, color, religion, age, sex, pregnancy, ethnicity, national origin, military status, disability, or any other characteristic protected by law.

Employees with questions or concerns about any type of discrimination in the workplace must bring these issues to the attention of their immediate supervisor or the owner. Employees can raise concerns and make reports without fear of reprisals. Anyone found to be engaging in any type of unlawful discrimination, or in retaliation for a report of such behavior, will be subject to disciplinary action, up to and including immediate termination of employment.

HARASSMENT POLICY STATEMENT

ECS employees have a right to work in an environment free from all forms of illegal discrimination. Consistent with ECS's respect for the rights and dignity of each employee, harassment, by any supervisor, co-worker, client or vendor based on race, sex, ethnicity, national origin, religion, color, pregnancy, disability, age, and any other characteristic protected by law, will not be sanctioned nor tolerated. All employees should therefore be aware of the following:

1. Sexual harassment is strictly prohibited. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, as well as when submission to such conduct is made, either explicitly or

implicitly, a term or condition of an individual's employment; when submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or when such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating an offensive, intimidating, hostile work environment.

2. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, national origin, age, disability, pregnancy, citizenship or any other characteristic protected by law or that of his/her relatives, friends or associates.
3. All employees must report incidents of sexual or other unlawful harassment to the supervisor. If this person is unavailable or the employee believes it would be inappropriate to contact this person they should immediately contact the company owner.
4. In addition, any employee who believes that he/she is, or has been, the subject of sexual or any other form of harassment by anyone at ECS, or by any person who does business with ECS, should, and is required to bring the matter to the attention of the supervisor or company owner.
5. All supervisors and the company owners are responsible for assuring that no employee is subjected to conduct that constitutes sexual or any other form of harassment. All supervisors are required to report any knowledge of harassment to the company owner.
6. ECS will investigate all sexual harassment complaints promptly and educate employees on sexual harassment and its consequences. To the extent possible and consistent with conducting an adequate investigation and taking appropriate corrective action, any complaints of harassment will be treated as confidential. Anyone engaging in

sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

7. ECS will not, in any way, retaliate against an employee, who, in good faith, makes a complaint or report of harassment, or participates in the investigation of such a complaint or report. Retaliation against any individual for, in good faith, reporting a claim of harassment or cooperating in the investigation of it will not be tolerated and will itself be subject to appropriate discipline, up to and including discharge.

ECS will take all appropriate steps to enforce this policy.

CONFIDENTIALITY

All ECS records and information relating to ECS or its clients and employees are confidential and employees must, therefore, treat all matters accordingly. Employees may not remove any ECS information, including without limitation, documents, files, records, computer files or similar materials, from ECS's premises without permission from the owner. Additionally, the contents of ECS's records or information regarding ECS's business may not be disclosed to anyone, except where required for a business purpose. No materials described above may be transferred by any employee to any other electronic medium except as instructed by your supervisor or the owner. Confidential and/or proprietary information includes, but is not limited to: operating policies and procedures, client/customer lists or information, compensation/earnings, lists of employees, and company manuals or any other information relating to ECS that is not generally available to the public.

BUSINESS INTEGRITY

ECS prides itself on being a quality business organization. All employees are responsible for conducting their day-to-day business in

a manner that demonstrates integrity, ethical decision-making, and compliance with local, state and federal regulations. Any ECS employee with knowledge of unethical, illegal or irresponsible behavior/actions is required to report the event to their supervisor or the owner immediately without fear of retaliation.

PROHIBITION OF WORKPLACE VIOLENCE

To assist in creating a safe environment, verbal and physical harassment, verbal and physical threats or confrontations, and any actions that cause others to feel unsafe in the workplace is not tolerated. As part of this policy, employees are prohibited from bringing weapons onto ECS or client/customer premises.

EMPLOYMENT CATEGORIES

All employees are classified based on their specific employment as full-time, part-time, or temporary. These classifications do not alter the employment at-will status.

FULL-TIME -- An employee regularly scheduled to work a minimum of 30 hours in the full-time schedule

PART-TIME -- An employee regularly scheduled to work at least 15, but fewer than 30 hours per week -- These employees are eligible for some benefits subject to the terms, conditions, and limitations of each benefit program.

TEMPORARY -- An employee hired to temporarily supplement the work force -- Temporary employees are ineligible for ECS benefit programs.

Employees are also designated as either **NONEXEMPT** or **EXEMPT** from certain federal and state wage and hour laws.

Nonexempt employees are entitled to overtime pay under specific provisions of federal and state laws. All clerical, non-managerial, and certain positions are nonexempt. Nonexempt employees are paid for actual hours worked and receive premium pay for overtime; compensation is calculated on a weekly basis.

Exempt employees are excluded from specific provisions of federal and state wage and hour laws. Certain full-time administrative, and most professional and managerial positions are exempt. Exempt employees are salaried and not tied to hours worked per week; salaries are calculated on an annual basis.

CLIENT/CUSTOMER RELATIONSHIP

Every ECS employee has a primary responsibility to our clients/customers. Clients/customers are to be treated with courtesy, tact and the highest level of professionalism possible.

GIFTS FROM CLIENTS/CUSTOMERS

Employees may not accept any personal gifts, loans, tips, or gratuities from any client/customer and should express appreciation for their kind thoughts and advise them of ECS's policy prohibiting the acceptance of gifts.

EMPLOYMENT OF FAMILY MEMBERS

All applicants for employment with ECS are considered and evaluated solely upon individual work-related qualifications.

Employment of an immediate family member of a current employee is considered on an individual basis within the discretion of the supervisor and company owner. If an actual or potential problem arises, ECS will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

REFERENCE CHECKS

All inquiries regarding a current or former employee of ECS must be referred to the owner. No ECS employee is allowed to provide any reference for any current or former employee without the permission of the owner.

EMPLOYEE RELATIONS

EXPECTATIONS AND RESPONSIBILITIES

ECS expects each employee to act in a responsible and professional manner at all times while conducting Company business on or off our premises, or the premises of a client/customer. In accepting employment with ECS, each employee acknowledges a personal responsibility to the Company and to his/her co-workers for assuring that his or her workplace behavior, job performance and professional practices conform to the standards of expected behavior expressed herein.

Although it is not possible to list all the forms of behavior that are considered unacceptable, the following are examples of behaviors/acts that may result in disciplinary action, up to and including immediate termination of employment.

1. Gross misconduct, including but not limited to, falsification of records and/or information, dishonesty, theft, fraud, or willful destruction of property, and insubordination
2. Abandonment of position
3. Possession, selling, buying, passing or use of alcohol and/or illegal drugs on company or client/customer grounds, and/or reporting to work under the influence of alcohol or an illegal substance
4. Possession of firearms or concealed weapons

5. Willful or repeated neglect of duties
6. Excessive absenteeism. No Show for work excessively.
7. Unauthorized audio or video recordings
8. Any other offense the Company deems serious and subject to immediate termination

ECS has a counseling and progressive disciplinary procedure which can be used to alert employees when performance and/or conduct are unacceptable and must be corrected. It may involve verbal or written counseling, probation, suspension, or termination.

COMPENSATION

PAY PERIODS AND PAYDAYS

ECS employees are paid on a bi-weekly basis.

Generally if a payday falls on a weekend or a day observed by ECS as a holiday, paychecks will be distributed on the following workday.

OVERTIME PAY

Depending on work needs, employees will be expected to work overtime when requested to do so. Prior approval of a supervisor is required before a non-exempt employee works overtime, however. If overtime is worked without prior approval, disciplinary action may be initiated.

Employees who are required to work over 40 hours will be paid at 1.5 times the regular hourly rate of pay for each hour over 40 hours in a workweek. Time not worked (such as sick time, vacation time, holidays, and/or paid time off) for any reason does not count towards the 40 hours worked nor benefits.

TIME RECORDS/PAYROLL PROCEDURE AND DEDUCTIONS

It is the responsibility of each employee to record honestly and accurately, on a daily basis, all hours worked along with time taken for paid leave. The employee is the only person authorized to record his/her attendance. Employees must clock in and out by telephone using the ExpressTime system utilized by the company. Time records are legal documents.

Exempt employees should check with the owner and follow the special rules that apply.

The following rules apply to recording time for all non-exempt employees:

1. Non-exempt employees must clock in at the beginning of each shift and in no event earlier than 7 minutes prior to shift.
2. Non-exempt employees must clock out when leaving and clock in when returning from a meal break or are away from work during assigned shifts. This must also be done each time except for scheduled rest periods.
3. Employees must verify the accuracy of information.
4. If there is a mistake on his/her time entry, it must be brought to the attention of his/her supervisor or the owner before the end of the relevant pay period.
5. All time for which employees are paid must be included on the time entries; this includes paid time off ("PTO").
6. No employee may record another employee's time or clock in or out for another employee. If an employee is away and unable to

prepare the time record, his/her supervisor or the owner may record the time for the absent.

7. Nonexempt employees should report to work no more than seven minutes prior to their scheduled starting time, and stay no more than seven minutes after their scheduled stop time without express, prior authorization from their supervisor or the owner.

8. If an employee fails to clock in and/or out, this oversight must be reported to the supervisor or the owner within 15 minutes of the occurrence. Failure to do so may result in disciplinary action.

9. Use of cell phones to remotely clock in or out is prohibited. Employees shall use the phone at the facility to which they are assigned to work.

ECS does not loan money, provide advances in pay, or extend credit to employees.

WORK SCHEDULES

ECS client/customer facilities operate on a variety of shifts according to their particular needs. Employees may, therefore, be required to work on holidays or weekends.

By nature of our business, employees may be required to perform their jobs at various ECS client/customer locations, to work on weekends, and to be flexible with the hours and days they are assigned to work. Any questions regarding work schedules should be directed to your supervisor or the owner.

SHIFT EXCHANGES

Employees may not exchange shifts with co-workers or work another employee's shift without prior approval of the supervisor.

BENEFITS

EMPLOYEE BENEFITS

Eligible employees at ECS are provided a wide range of benefits. Benefits for full-time employees include standard health, dental, vision, with employer and employee contributions, long-term disability insurance, and life insurance programs. To determine eligibility for each plan, please refer to the online plan information.

HOLIDAYS

Full-time, non-exempt employees are eligible for 7 paid holidays per year as follows. To be eligible for paid holiday benefits, the holiday must be a regularly scheduled work day for the employee.

The paid holidays are:

New Year's Day

Thanksgiving Day

Memorial Day

The day following Thanksgiving Day

Independence Day

Christmas Day

Labor Day

Many facilities that are closed during the Holidays. Due to the nature of our industry and cleaning requirements for each contract. Eagle employees may be required to work on any Holiday throughout the year. Exempt employees required to work on a Company holiday receive no additional compensation.

JURY DUTY

ECS encourages employees to fulfill their civic responsibilities by serving jury duty when required. If you are summoned to jury duty, you must provide your summons to your supervisor immediately and in no event more than one business day after you receive it, and you will be excused for the number of days you are required to serve as a juror.

PAID TIME OFF

Paid Time Off ("PTO") provides accrual of personal, vacation, and sick benefit hours.

PTO time is for eligible employees to use as they wish provided they comply with company procedures and receive approval from their supervisor or the owner in advance. PTO benefits are not payable in the event of termination and or resignation unless otherwise required by law.

PTO benefits are provided to eligible full time employees. After one year of employment, employees are eligible to take 7 days of PTO in each successive year of employment. Employees may not roll over unused PTO. Any PTO not used by the end of the 12 month period following the employee's hire anniversary date is forfeited.

FMLA

ECS is committed to providing employees with leaves of absence in compliance with the Family and Medical Leave Act of 1993 ("FMLA"). This policy is intended to be construed in compliance with the FMLA but is not intended to provide greater rights than the FMLA provides.

Types of Leave

Family or Medical Leave

Eligible employees may take up to twelve (12) weeks of unpaid, job-protected leave for the following reasons:

- For incapacity due to pregnancy, prenatal medical care, childbirth, and to care for the newborn child. Both mothers and fathers may take FMLA leave for the birth of a child and to care for a healthy newborn child (*i.e.*, bonding) during the 12-month period beginning on the date of birth.
- For placement with the employee of a son or daughter for adoption or foster care, and to care for the newly-placed child. Leave for placement includes, but is not limited to, leave prior to the placement that is required for attendance at counseling sessions, court appearances, consultations with attorneys and doctors, travel to another country to complete an adoption, *etc.* Both mothers and fathers may take FMLA leave for placement of a child and to care for a healthy newly-placed child (*i.e.*, bonding) during the 12-month period beginning on the date of placement
- To care for the employee's spouse, parent, son or daughter who has a serious health condition.
- Because the employee's own serious health condition makes the employee unable to perform one or more of the essential functions of his or her job.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either:

- An overnight stay in a hospital, hospice, or residential medical care facility; or
- Continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by: a period of incapacity of more than three (3) consecutive full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves (i) treatment (an

in person visit with a health care provider) at least two (2) times, the first of which occurs within seven (7) days of the first day of incapacity and the second within thirty (30) days of the first day of incapacity, or (ii) treatment (an in person visit with a health care provider) one time within seven (7) days of the first day of incapacity resulting in a regimen of continuing treatment under the supervision of the health care provider; or any period of incapacity due to pregnancy or due to a chronic condition (even if no treatment is received during the absence and even if the absence does not last at least three (3) consecutive full calendar days).

Other conditions may meet the definition of continuing treatment.

Military Family Leave

Eligible employees with a spouse, son, daughter, or parent who is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces (including the National Guard or Reserves) may use their 12-week leave entitlement to address certain qualifying exigencies. Covered active duty or call to covered active duty involves deployment to a foreign country. Qualifying exigencies may include addressing any issue that arises as a result of notice being given to the military member seven (7) or fewer calendar days prior to the date of deployment (leave for this purpose is limited to seven (7) calendar days); attending certain military events; attending certain family support and similar programs sponsored by the military; arranging for alternative childcare for the military member's child; arranging to transfer/enroll a military member's child into a new school or daycare; attending certain meetings with school or daycare staff; addressing certain financial and legal arrangements; attending certain counseling sessions; spending time with the military member who is on leave during deployment (up to 15 calendar days of leave may be used for this purpose); attending post-deployment reintegration briefings or other military programs that occur within 90 days of the conclusion of the active duty status; addressing issues that arise from the death of the military member while on covered active

duty status; and arranging or providing care for the parent of a military member when the military member is on active duty. Other situations may qualify as exigencies.

Eligible employees who are the spouse, child, parent or next of kin of a covered service member may take up to twenty-six (26) weeks of unpaid, job-protected leave to care for a covered service-member with a serious injury or illness. This leave is applied on a per-covered service-member, per injury basis as explained in the FMLA regulations.

A covered service member is a current member of the Armed Forces (including a member of the National Guard or Reserves) who has an injury or illness for which the service-member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list that: (i) was incurred in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the service-member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and (ii) may render the service-member medically unfit to perform his or her military duties; or a veteran who was discharged or released under conditions other than dishonorable from the Armed Forces (including the National Guard or Reserves) at any time during the five (5)-year period immediately preceding the first date the eligible employee takes FMLA leave to care for the veteran and who has an injury or illness for which the service-member is undergoing medical treatment, recuperation, or therapy that: (i) was incurred by the service-member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the service-member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces); (ii) manifested itself before or after the service-member became a veteran; and (iii) meets the other requirements set forth in applicable FMLA regulations.

Eligibility

To be eligible for FMLA leave, you must meet all of the following requirements:

- You must have been employed by ECS for at least twelve (12) months as of the date the leave is to start. These 12 months need not be consecutive, however, employment periods prior to a break in service of seven (7) years or more will not be counted unless the break in service is due to fulfillment of your Uniformed Services Employment and Re-Employment Rights Act ("USERRA") service obligations or there is a written agreement concerning our intention to rehire you after the break in service. If applicable, the period of absence from work with ECS due to your USERRA service will be counted in determining whether you have been employed at least 12 months for purposes of this policy.
- You must have actually worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the requested leave. If applicable, an employee returning from fulfilling his or her USERRA service obligation shall be credited with the hours of service that would have been performed but for the USERRA service for purposes of determining whether this 1250 hour threshold has been met.
- You must be employed at a worksite where at least 50 employees are employed by ECS within 75 miles of that worksite.

If you request leave, we will inform you whether you are eligible under FMLA. If you are, the notice will specify any additional information required as well as your rights and responsibilities. If you are not eligible, then we will provide a reason for the ineligibility.

Amount of Leave

The period in which the 12 weeks of leave entitlement occurs is based on a rolling 12-month period measured backward from the date you use any FMLA leave. In contrast, the period in which the 26 weeks of leave entitlement occurs begins on the first day the eligible employee takes FMLA leave to care for a covered service-member and ends 12 months after that date (Note: An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during this 12 month period).

Spouses employed by ECS who are both are eligible for FMLA leave are limited to a combined total of twelve (12) weeks of leave during the applicable rolling 12-month period if the leave is taken for birth or placement of a child, for bonding with a healthy child after birth or placement, or to care for the employee's parent with a serious health condition; and a combined total of twenty-six (26) weeks of leave during a single 12-month period if the leave is taken to care for a covered service-member with a serious injury or illness.

Continuous and Intermittent FMLA Leave

If you take FMLA leave after the birth, adoption or foster-placement of a child to care for a healthy child following birth or placement, your leave must be continuous. Eligibility for such leave expires at the end of the 12-month period beginning on the date of birth or placement.

FMLA leave for your own serious health condition, the serious health condition of a covered family member, or to provide care for a covered service-member with a serious injury or illness may be taken intermittently or on a reduced schedule where demonstrated to be medically necessary. If intermittent or reduced schedule FMLA leave is approved for planned medical treatment, we may temporarily transfer you to another position with equivalent pay and benefits that better accommodates your intermittent or reduced schedule leave; and you must make a reasonable effort to schedule your treatment in a manner that does not unduly disrupt ECS's operations. FMLA leave due to a qualifying exigency also may be taken intermittently or on a reduced schedule basis.

Pay and Benefits

Generally, FMLA leave is unpaid. The salary of an exempt employee may be reduced for any hours taken as intermittent or reduced schedule FMLA leave. Although FMLA leave generally is unpaid, you must use accrued PTO from the commencement of your FMLA leave. Use of PTO does not extend your FMLA leave. You simply substitute paid leave for otherwise unpaid leave.

Notwithstanding anything in this policy to the contrary, if you are on FMLA leave and are receiving some type of income replacement benefit during that leave (for example, worker's compensation or a disability benefit), you may, but do not have to, use accrued PTO to supplement the income replacement benefit. During your FMLA leave, your group health insurance coverage will be maintained on the same terms as if you had continued to work. Your share, if any, for such insurance will be collected through a payroll deduction or other written payment arrangement. If your premium payment is more than thirty (30) days late, your health insurance will be subject to lapse. You will receive written notice that your payment has not been received at least fifteen (15) days before coverage ceases, advising that coverage will be dropped on a specified date unless payment is received by that date. If our group health plan allows, your coverage may be dropped retroactively to the date the unpaid premium payment was due. If you fail to return to work after using up all of your FMLA leave, your group health benefits will cease, unless you continue them at your expense pursuant to COBRA.

Life insurance, disability insurance and other non-health benefits will be maintained during your FMLA leave only if you timely and properly pay the applicable premium. If we pay any portion of your share of premiums for any benefits during FMLA leave, you must reimburse us, regardless of whether you return to work. To the extent permitted by law, if you fail to return to work at the conclusion of your FMLA leave, we may recover our share of health insurance premiums that we paid during any unpaid FMLA leave. For purposes of the FMLA, with limited exception, you will not be considered to have returned to work until you have returned to work for at least thirty (30) calendar days.

Reinstatement

As a general rule, at the conclusion of your FMLA leave, you will return either to the same position that you held at the beginning of your FMLA leave, or to a substantially equivalent position with equivalent pay, benefits and other conditions of employment. In most cases, you will return to the same shift

or to the same or substantially equivalent work schedule. Please understand, however, that you have no right to return to the exact position held before your FMLA leave began. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Upon timely return to work from FMLA leave, benefits that lapsed during the leave will be reinstated without any qualifying period, medical examination, pre-existing condition waiting period, *etc.*

It is your responsibility to timely respond to any inquiry concerning your intention to return to work and to advise us as soon as you know that you will not be returning to work.

Your right to reinstatement may be limited:

(1) if you are a salaried "key employee" (top paid 10% of all employees within 75 miles of your worksite), if reinstatement would result in substantial and grievous economic injury to our operations. You will be advised if you are a "key employee" and whether reinstatement might not be available to you; (2) if you fail to timely provide a required fitness-for-duty certificate; (3) if you are unable to perform the essential functions of the job, with or without reasonable accommodation; (4) if you fraudulently obtain FMLA leave and/or (5) if you engage in outside or supplemental employment while on FMLA leave.

Notice of Need for Leave

With respect to leave due to a qualifying exigency, you must provide notice as soon as practicable, regardless of how far in advance such leave is foreseeable. With respect to FMLA leave for other reasons, you must provide at least thirty (30) days' advance notice of foreseeable leave. If 30 days' notice is not possible, you must provide notice as soon as practicable (usually the same day you learn of the need for leave or by the next business day). Depending on the circumstances, your failure to provide sufficient notice of leave may result in the delay or denial of your leave. You must follow our usual and customary notice and procedural requirements for requesting leave

(for example, completing specific forms, reporting to specific individual, reporting absence in a timely manner, *etc.*).

You must promptly advise your supervisor or Human Resources in writing (e-mail is acceptable) as soon as you know that you may need a leave of absence for any reason, or, if later, within the time periods set forth in this paragraph, so that a determination of your eligibility, rights and obligations may be made. You must provide the reasons for the requested leave, the anticipated start of the leave, the anticipated duration of the leave, and the information set forth in the following paragraph to enable us to determine whether the reason may be FMLA-qualifying. Failure to follow these requirements may result in the delay or denial of leave.

When reporting your need for leave, you must provide sufficient information for us to determine if the leave may qualify for FMLA protection. Depending on the situation, such information may include that a condition renders you unable to perform the functions of your job;

that you are pregnant or have been hospitalized overnight; whether you or your family member is under the continuing care of a health care provider; if the leave is due to a qualifying exigency, that a military member is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty), and that the requested leave is for one of the reasons listed in this policy or in the FMLA regulations; or, if the leave is for a family member, that the condition renders the family member unable to perform daily activities, or that the family member is a covered service-member with a serious injury or illness.

You must inform us if the requested leave is for a reason for which FMLA leave was previously taken or certified. Simply calling in "sick" is not sufficient.

We will inform you if leave will be designated as FMLA-protected and the amount of leave counted against your leave entitlement. If we determine that the leave is not FMLA protected, we will notify you. During any FMLA

leave, you may be required to periodically report on your status and intent to return to work. If the amount of leave that you need changes, you must let us know within two (2) business days of the date you know of the change in circumstances.

Certifications

As a general rule, your request for FMLA leave must be supported by a certification. We will provide you with the required form, which must be completed and returned to the owner within fifteen (15) calendar days. From time to time, at your expense, recertification of a serious health condition may be required. A fitness-for-duty certification from a healthcare provider, at your expense, may be required before you may return to work following any FMLA leave due to your own serious health condition.

Supplemental Employment

As with other leaves of absence, supplemental employment during FMLA leave is prohibited.

Enforcement

ECS will not interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice prohibited by the FMLA or for involvement in any proceeding under or relating to the FMLA.

ON-THE-JOB

Progressive Corrective Action/Discipline Policy

Guidelines

The Progressive Corrective Action/Discipline Process refers to the following actions:

- i. Counseling or verbal warning;
- ii. Written reprimand and warning;
- iii. Suspension or Suspension pending investigation and final determination; and
- iv. Termination.

These steps are usually taken in sequence when an employee exhibits behavior or performance issues. However, depending on the situation, any step may be repeated, omitted, or taken out of sequence. The Company reserves the right to effect immediate termination should the situation be warranted. Each case is considered on an individual basis.

In the case of serious misconduct, an employee may be suspended and/or discharged on the first offense. Serious workplace misconduct includes, but is not limited to:

- Theft;
- Fighting;
- Behavior/language of a threatening, abusive, or inappropriate nature;
- Misuse, damage to, or loss of Company or client/customer property;
- Falsification, alteration, or improper handling of Company-related records;
- Unsatisfactory client/customer service;
- Disclosure or misuse of confidential information;
- Unauthorized possession or concealment of weapons;

- Insubordination (e.g. refusal to carry out a direct assignment);
- Misuse of the Company's electronic information systems;
- Possession, use, sale, manufacture, purchase, or working under the influence of non-prescribed or illegal drugs, alcohol, or other intoxicants.

ATTENDANCE, PUNCTUALITY AND DEPENDABILITY

It is important for each employee to respond to each request for service in a timely, efficient and courteous manner. Our continued success depends directly on the quality of our customer relationships and on how well we convey our competence and professionalism to those with whom we interact.

Dependability, attendance, punctuality and a commitment to do the job right are essential at all times. An employee must notify his/her supervisor not more than 60 minutes after his/her scheduled starting time if he/she expects to be late or absent. The employee must call, text or e-mail his/her immediate supervisor each day of his/her absence, not more than 60 minutes after his/her scheduled starting time, until a date of return has been established. If the employee is unable to phone, text or e-mail, another person should call as soon as practicable to report the absence. An employee who fails to follow the proper call-in procedures as described herein may be subject to disciplinary action up to and including termination. Employees are required to submit to the company time tracking system for PTO for the day that the employee was absent for his/her scheduled shift no later than the day employee returns to work.

Absences for medical reasons must be documented by the employee with a doctor's note upon return to work.

Failure to contact an immediate supervisor to properly report off will be constitute job abandonment, and will result in ineligibility for re-hire.

An accurate record of absenteeism and tardiness will be maintained by the employee's supervisor and will be kept as part of the employee's personnel record. Absenteeism and tardiness may result in termination.

Employees shall clock in no earlier than 7 minutes prior to the assigned shift.

PERSONAL APPEARANCE AND CONDUCT

Employees must maintain neat and well-groomed hairstyles, wear neat and proper attire at all times, and maintain acceptable person hygiene habits while on duty. It is our belief that good grooming inspires professional attitudes, promotes good client/customer service, and deepens the client/customer's sense of confidence in our service.

If an employee reports to work wearing attire or exhibiting an appearance which is not in compliance with these policies, the employee will be instructed to return home and return wearing proper attire or exhibiting proper appearance. Non-exempt employees will be required to clock out before leaving work.

STANDARDS FOR PROFESSIONAL APPEARANCE AND CONDUCT

To convey a professional appearance and to set guidelines for expectations of employee conduct, ECS encourages and expects each person connected with ECS to follow these standards:

Personal Hygiene

- Wash/bathe daily.
- Clothes, hair, and nails should be clean and neat and should not interfere with your work.

Clothing

Every employee's clothing should be appropriate to a business establishment. Every ECS employee has some contact with the client/customer or the public and therefore represents the company in his/her appearance as well as by his/her actions. When you are properly attired, you help to create a favorable professional image for ECS.

- No flip flops (must wear closed toed shoes)
- No halter tops or tank tops
- No shorts and no pants shorter than mid-calf
- No logos other than ECS
- No sheer blouses
- No low-cut blouses
- No leather skirts/slacks
- No mini-skirts/skorts/culottes/split skirts

Smoking, Chewing Gum, Eating

- Do not use tobacco, or tobacco products except in designated smoking areas.

USE OF CELL PHONES, COMPANY EQUIPMENT AND SUPPLIES

The personal use of Company equipment is prohibited.

Employees are expected to limit personal telephone calls (incoming and outgoing) and, except for emergencies, limit their calls to the meal period and prior to and after work hours.

INTERNAL INVESTIGATIONS AND SEARCHES

From time to time, the Company may be required to conduct internal investigations pertaining to security, auditing or work-related matters. Employees are required to cooperate fully with and assist in these investigations if requested to do so. Management may try to obtain an employee's consent before conducting a search of work areas or personal belongings, but may not always be able to do so.

Whenever necessary, at Management's discretion, employees' work areas and personal belongings may be subject to a search. Employees are required to cooperate. Failure to comply with internal search investigations may result in immediate termination.

HEALTH, SAFETY AND SECURITY

DRUG-FREE WORKPLACE

Eagle Cleaning Service (ECS) is firmly committed to the health and safety of our employees. ECS considers the influence of drugs in the work place to be detrimental to our employees, our mission, our continued growth and future success. Employees with drug and alcohol abuse problems make up only a small fraction of the work force. ECS regrets any inconvenience that may be caused to other employees due to the problems of a few.

1. Rules

The distribution, sale, purchase, use, possession, or reporting to work under the influence of intoxicants, non-prescribed narcotics, hallucinogenic drugs, marijuana or other non-prescribed controlled substances while on Company property or the property of a Company customer during work hours is strictly prohibited.

The distribution, sale, purchase, use or possession of equipment, products and materials which are used, intended for use, or designed for use with non-prescribed controlled substances while on Company property, or on the property of a Company customer, or during work hours is strictly prohibited.

Reporting to or being at work with a measurable quantity of intoxicants, non-prescribed narcotics, hallucinogenic drugs, marijuana or other non-prescribed controlled substances in blood or urine is strictly prohibited.

Use of alcoholic beverages on the job, or reporting or returning to work under the influence of alcohol is strictly prohibited.

Reporting to or being at work with a measurable quantity of prescribed or over-the-counter narcotics or drugs in blood or urine or use of prescribed or over-the-counter narcotics or drugs where, in the opinion of ECS, such use prevents the employee from performing the duties of his or her job or poses a risk to the safety of the employee, other persons or property is strictly prohibited. Any employee taking a prescribed or over-the-counter narcotic or drug must advise his or her supervisor of its use in writing. The employee may remain on his or her job or may be required to take a leave of absence or other appropriate action as determined by management.

Adherence to ECS's policy on drugs and alcohol is a condition of employment for all employees. All employees will be required to sign an acknowledgment form and to consent to this policy.

All employees must notify the Company in writing of any criminal drug statute conviction for a violation arising out of conduct in the workplace, within five (5) days of such conviction.

Managers and Supervisory employees are responsible for complying with and enforcing Company policies.

Violation of ECS's Drug and Alcohol Policy may result in disciplinary action up to and including termination.

2. Drug/Alcohol Testing

Under the company Drug & Alcohol Testing Policy, an employee may be requested to undergo a urinalysis test, blood test or other diagnostic test. ECS reserves the right to test on the following occasions:

- A. As a condition of accepting the employment application.
- B. After the occurrence of any work-related accident and/or injury while on the Company property, or the property of a Company customer or during work hours, where the accident and/or injury requires off premises medical treatment.
- C. When there is reason to believe in the opinion of the Company that an employee has reported to work or is on Company property or is customer property during work hours, with a measurable quantity of intoxicants, drugs or narcotics in blood or urine.
- D. On a random basis.

3. Testing Procedure

At the option of ECS, employees may be given an initial screening at the worksite by a designated employer representative or at a designated collection site. A laboratory that has been certified by the National Institute on Drug Abuse as qualified to perform drug testing under federal workplace testing programs will perform all confirmatory testing. Testing procedures may include a screen for the following: amphetamines, methamphetamines, cannabinoids, cocaine, opiates, barbiturates, methadone, diazepam and/or alcohol. All positive tests results will be subject to confirmation testing and verification by a qualified Medical Review Officer.

4. Searches

When there is a reason to believe in the opinion of ECS that an employee is under the influence of intoxicants, drugs or narcotics, or is in possession of any intoxicants, drugs, narcotics or equipment, products or materials which are used, intended for use or designated for use with non-prescribed controlled substances, ECS may request that the employee submit to a search by a Company representative of his/her person and/or property (including offices, lockers, desks, cabinets, closets, purses, briefcases and/or

vehicles brought onto Company premises or the premises of a Company customer during work hours).

5. Drug-Free Awareness Education Program

ECS will provide information to inform employees about the dangers of drug and alcohol abuse, the indicators of drug and alcohol abuse, the Company's policy of maintaining a drug-free workplace, the availability of community drug counseling and rehabilitation resources, and the penalties that may be imposed for violation of the policy.

Supervisory personnel will receive periodic training on the conduct, behavior and indicators of drug and alcohol abuse.

6. Discipline

An employee who refuses to submit immediately upon request to a search of his or her person or property or to a blood test, urinalysis, "breath analyzer" test or other diagnostic test, or who otherwise is in violation of this policy is subject to disciplinary action up to and including immediate termination.

Employees who are injured at work or in the course of employment may be tested for drugs and alcohol and, if impaired, may not be paid benefits under the Alabama Workers' Compensation Law, if the injury is a result of an accident caused by drug and/or alcohol impairment. An employee who refuses to submit to or to cooperate with a blood or urine test after an accident forfeits his or her right to recover Workers' Compensation benefits under Alabama Code § 25-5-51 and is subject to disciplinary action up to and including termination.

§ 25-4-78 *et seq.*, as amended, of the Code of Alabama (1975), Unemployment Compensation, provides that no unemployment compensation will be paid to an employee dismissed after testing positive for drugs or alcohol, refusing to submit to a test for drugs and alcohol, or knowingly altering or adulterating any test sample.

SMOKE-FREE ENVIRONMENT

For health, safety and legal reasons, ECS prohibits smoking while on Company property. Further, employees are prohibited from smoking while on client/customer premises during working hours and while conducting business on behalf of ECS.

SEPARATION FROM EMPLOYMENT

The final paycheck will be deposited as usual at the next normal pay period. If there are unpaid obligations to the Company, the final paycheck will reflect the appropriate deductions.

Vacation pay is calculated in accordance with our vacation policy. If the employee took more vacation days than he/she was entitled to under the vacation policy, the time taken will be deducted from the final paycheck.