

2024 Employee Handbook



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Thank you for choosing employment with Prestige Janitorial Services. We look forward to a long-term relationship with all of our employees.

Section 1. Introduction

1.1 Purpose of this Handbook

The purpose of this handbook is to familiarize you, the employee, with the policies, rules and the other key aspects of Prestige Janitorial Services. The information in this handbook supersedes all rules and policies that may have been previously expressed or implied, in both written and oral format.

Compliance with this handbook is compulsory for all employees. The company reserves the right to interpret this handbooks content as it sees fit, and to deviate from policy when it deems necessary.

1.2 Changes of Policy

Prestige Janitorial Services reserve the right to change this handbook's content, at any time and at our sole discretion. Its provisions may not be altered by any other means, oral or written. You will receive written notice of any changes we make to the employee handbook, and you are responsible for understanding and complying with all up-to-date policies. If you are confused about any information defined herein, please contact the Human Resources Manager.

1.3 Employment forms

All new employees are required to complete and submit the following forms. All forms are included in the employee packet.

At-will employment agreement and acknowledge meant of receipt of employee handbook*

Background Check Form

Disclosure Regarding Background Investigation

Prestige Janitorial Services (the “Company”) may obtain information about you from a third party consumer reporting agency for employment purposes. Thus, you may be the subject of a “consumer report” which may include information about your character, general reputation, personal characteristics, and/or mode of living. These reports may contain information regarding your credit history, criminal history, motor vehicle records (“driving records”), verification of your education or employment history, or other background checks.

You have the right, upon written request made within a reasonable time, to request whether a consumer report has been run about you and to request a copy of your report. These searches will be conducted by **Checkr, Inc., One Montgomery Street, Suite 2400, San Francisco, CA 94104 | (844) 824-3257 | Help Center | Candidate Portal.**

Probationary Period Form

General Information Form

Employment Eligibility form I-9

On the date of hire, each new employee is legally obligated to complete the employment eligibility verification form I-9 and submit documents establishing identity and eligibility within the next three business days. The same policy applies to rehired in places I nines are over three years old or otherwise invalid

Nondisclosure agreement- for supervisors & managers

Members of management are required to sign this agreement which prohibits the unauthorized disclosure of confidential company information, via any means of communication, including, but not limited to, face-to-face, over the phone and via the Internet.

Consolidated Policy Form

Voluntary Termination Procedures

Federal & State Tax Forms

Section 2. Terms and Definitions

Prestige Janitorial Services typically employs more than 50 employees regular and temporary employees on an "at will" basis. This section defines the terms at will employment, as well as the different types of employees we hire.

2.1 Definition of "At-Will "Employment

The job of an "at-will" employee is not guaranteed. It may be ended, at any time with or without prejudice without notice, and by the employee or, for a lawful reason, by the company. The company also reserves the right to alter an "at-will" employee's benefits, pay rate, and assignment as it sees fit. The "at-will" terms of an employee's employment may only be changed by the President.

2.2 Types of Workers

This section distinguishes between the different types of workers that the company employs. Employee status is established at the time of hire and only be altered be a written statement signed by the company.

Exempt versus non-exempt

The majority of employees are nonexempt, meaning they're entitled by law to at least minimum wage and premium pay for overtime. Exempt employees are not subject to these laws. Exempt status is defined by particular standard set by state law and federal labor standards act (FLSA). This class of employee is usually an executive, administrator, or a highly paid specialist. As of 2017, salary to be considered exempt must exceed \$47,476.

Regular versus temporary

Regular employees work a regular schedule, either on a full-time or part-time basis. To be considered full-time, an employee must work at least 40 hours per week. A temporary employee is a person we hire for a short period (usually three months at a maximum) to assist with a project or remedy a staff shortage. A temporary employee is also employed on “at-will” basis.

Independent contractors and consultants

Independent contractors and consultants are not company employees, but rather self-employed professionals who we hire for specific projects. Unlike employees, they do not operate under company direction, and control their own methods, materials and schedules. They are not eligible for company benefits.

Section 3 Payroll

3.1 Payroll Schedule

Employees are paid twice a month on the 21st and the 6th of the month. In cases where the regular payday falls on a weekend or holiday, employees will receive payment on the last business day before this holiday or weekend.

Pay periods are the 1st through the 15th being processed by the 21st. Pay periods the 16th through the last day of the month are processed by the sixth. All payroll is directed deposited into the employees account or to a global cash card.

Final checks are in paper form and must be picked up in the office after 2:00 by the employee who will sign the exit form after all uniforms, keys and property are returned. Office hours are Monday-Friday.

3.2 Wages

Wages vary from employee to employee and are based on level of skill and experience. The company conducts regular valuations of all employees and issues promotions as it sees fit. Employees who feel they are entitled to higher pay may contact the HR manager to discuss promotion opportunities.

3.3 Overtime

A non-exempt employee may work overtime on the terms defined by Arizona law pending prior authorization by his or her manager only. Overtime hours are not budgeted and should be utilized as the last resource. Prestige Janitorial Services believes in a work life balance. Employees should strive and budget to work a 40 hour work week.

Buildings are assigned budget hours and should be adhered to. You are not allowed to stay additional hours without immediately contacting your supervisor for advance permission. Failure to meet building budget will result in disciplinary action, including termination.

3.4 Commissions

Any employee eligible for sales commissions will be paid one month (30 days) after the start of a new account that the employee has obtained a signed contract. Future commissions are commissions that have not met the (30 days). Commission rate is on an adjusting scale based on the size of the contract ranging from 25-45%. Commission forms must be turned in on the last day of the pay period to the Payroll Manager.

Future Commissions

Commissions due not having met the one month (30 days) after the start of a new account are forfeited and not paid if the employee is not actively employed. Future commissions due are divested if the employee voluntarily resigns with or without a 5 day notice and/or is involuntary. Commissions are paid upon schedule and advance of commission is not possible as an employee loan or advance.

3.5 Bonus

Any employee eligible for bonus will be paid on the next pay check. Bonus form must be turned in the last day of the pay period to the Payroll Manager. Final bonuses are paid out for the appointments that have been completed. Future appointments not completed will not be paid until completion.

3.6 Deductions and Garnishments

Federal and state law requires that we deduct the following from every paycheck

Social Security

Income tax federal and state

Medicare

Other deductions required by law or requested by employee

A wage and tax statement (W – 2) recording the previous year wages and deductions will be provided at the beginning of each calendar year.

If it anytime you wish to adjust your income with tax withholding, please fill out the designated form and submit it to the HR manager.

Wages Garnishment

Sometimes, the company receives legal paperwork that compels us to garnish an employee's paycheck. That is, submit a portion of said paycheck in payment of outstanding debt of the employee. We must, by law, abide by this either until ordered otherwise by the court or until the debt is repaid in full from withheld payments.

Alarm Deductions

Any time a supervisor or manager sets off an alarm and procedure is not followed, the direct amount billed by client will be payroll deducted.

The following procedures must be followed to ensure alarms are not set off.

- 1) PJS supervisor or manager will confirm alarm code on key chain.
- 2) PJS supervisor or manager will confirm that correct door to enter by using the client file.
- 3) PJS supervisor or manager will continuously take the initiative to update client keychain and file.

PJS supervisor or manager will utilize emergency contact system to let the contact know so that the police are not dispatched resulting in the \$85 charge. In the event these procedures are not followed and PJS is passed the bill from the client, the employee will be payroll deducted.

Equipment Deductions

Any time a supervisor or manager is issued equipment to include cell phone, laptop, or any equipment. In the event this equipment is misplaced or broken, the replacement cost will be passed to the supervisor or manager.

3.5 Final Wages

Pursuant to 23-353. Payment of wages of discharged employee; violation; classification:

A. When an employee is discharged from the service of an employer, he shall be paid wages due him within seven working days or the end of the next regular pay period, whichever is sooner.

B. When an employee quits the service of an employer he shall be paid in the usual manner all wages due him no later than the regular payday for the pay period during which the termination occurred. If requested by the employee, such wages shall be paid by mail.

Final wages will not be direct deposited. All final payments are in paper check and must be picked up in the corporate office.

Section 4. Rights and Policies

The following sections summarize your legal rights as an employee of Prestige Janitorial Services.

Questions about any policy detail in the section may be addressed with a Human Resource Representative.

4.1 Equal Opportunity Employment Policy

The company provides equal employment opportunities to all applicants, without regard to unlawful consideration of our discrimination against race, religion, creed color, nationality, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition or characteristics, marital status, or any other classification prohibited by a political law, state or federal laws. The policy is applicable to hiring, termination and promotions; compensation; schedule and job assignment; discipline; training; working conditions, and all other aspects of employment. As an employee, you are expected to honor this policy and take an active role in keeping harassment and discrimination out of the workplace.

4.2 Accommodation for Disabled Employees

We are happy to work with otherwise qualified disabled employees in order to accommodate limitations, in accordance with the Americans with Disability Act (ADA). It is up to the employee to approach his or her supervisor with this request for reasonable accommodation, and to provide medical proof of his or her needs upon the company request.

We are also happy to accommodate employees diagnosed with life-threatening illness. Such employees are welcome to maintain a normal work schedule if they so desire, provided that we receive medical papers providing their working cannot harm them self or others and their work remains at acceptable standards.

4.3 Employment of Minors

Our policy of employment of minors adheres to FSLA standards, including the following:

Minimum employment age 25 years old

4.4 Employment of Relatives

The employment of relatives can prove problematic; particular situations where relatives share a department or a hierarchal relationship. The company will not hire relatives to avoid this potentially disruptive situation.

4.5 Religion and Politics

Prestige Janitorial Services is respectful of all employees' religious and political views. We ask that if you choose to participate in a political action you do not associate the company in anyway.

We are happy to work with employees to accommodate political and religious obligations, provided accommodations are requested from a manager in advance.

4.6 Private Information

Employee information is considered to be private and only accessed on a need to know basis. Your health care information is completely confidential unless you choose to share it. In some cases, employees and management may receive guidelines ensuring adherence to Health Insurance Portability and Accountability Act (HIPPA) .

Personal files and payroll records are confidential and may only be accessed for a legitimate reason. If you wish to view your file you must set up an appointment in advance with human resources. The company appointed record keeper must be present during the viewing. You may only make photocopies of documents bearing your signature, and written authorization is needed to remove a file from company premises. You may not alter your files, although you may add comments of items of dispute. Certain information, such as dates of employment and rehiring eligibility are available by request only. We will not release information regarding your compensation without your written permission.

4.7 Leave of Absence

Employees requiring time off from work may apply for leave of absence. The company complies with the Family and Medical Leave Act which allows eligible employees up to 12 work weeks of unpaid leave a year.

All leaves must be approved by management for planned leave; employees must submit a request at least 10 days in advance. Emergency leaves must be requested as soon as possible. Accepting /performing another job or applying for unemployment benefits during your leave will be considered voluntary resignation.

We consider our request in terms of effect on the company and reserve the right to approve or deny

request at -will, except when otherwise directed by law. Any request for leave of absence due to disability will be subject to interactive review. A medical leave request must be supported in a timely manner by a certification from the employee's health care provider. Extension of leave must be requested and approved before the current leave ends.

No employee is guaranteed reinstatement upon returning from leave, unless the law states otherwise. However, the company will try to reinstate a returning employee in his or her old position, or one that is comparable.

Below are the three main types of leave that Prestige Janitorial Services offer employees. Some, but not all, are governed by law.

Work related sickness and injury

Employees eligible for Workmen's Compensation rendered and unable to work because of work related injury or illness will receive an unpaid leave for the period required. For eligible employees, the first 12 weeks will be treated concurrently as family medical leave act under the family and medical leave act.

Maternity

An employee disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence up to four months. Time off maybe requested for prenatal care, severe morning sickness, doctor ordered bedrest and recovering from childbirth.

Election days

Provided an employee schedule does not allow time for voting outside of work, and that he/ she is a registered voter, he/she may take up two hours, with pay, at the beginning or end of the workday, to vote in local, state or national elections.

Section 5. Employee Benefits

5.1 Unemployment Insurance

Employees rendered unemployed through no fault of their own are due to circumstances described by law, to receive unemployment insurance. State agencies administer this insurance and determine benefit eligibility, amount (if any) and duration.

5.2 Workers Compensation

Workers compensation laws compensate for accidental injuries, death and occupational disability suffered in the course of employment. Prestige Janitorial Service provides Worker's Compensation insurance for all employees. Generally, this includes lost wages, disability payments and hospital, medical and surgical expenses (paid directly to hospital physician) and assistance to injured employees and returning to suitable employment. Workers Comp injuries must be immediately reported within 24 hours to your supervisor. You will receive a text copy of your incident report to keep for your records.

5.3 Social Security Benefits (FICA)

Both employees and the company contribute funds to the Federal Social Security program, which provides retirees with benefit payments and medical coverage.

5.4 Additional Benefits

The company may also provide the following benefits:

Group Health Insurance

Any full time employee is eligible for company health insurance through BC/BS. Full time eligible employee is eligible upon completion of probationary period. Employer will pay one half of the employee monthly billed amount by BC/BS. Additional dependents maybe added at the expense of the employee.

Paid Vacation Time Off

Full team employees are eligible for 80 hours or two week vacation or Personal Time Off to be used for any reason with advanced (5) Day notice to be approved and paid out. If the request is not approved or the request time frame is not met, this will be considered an absence and PTO not paid out.

New Hire Eligibility During Probationary Period

1. PTO hours are available after 3 months or 90 days of initial continued service for regular status employee scheduled to work at least 40 hours per week.
2. PTO accrues during initial three month probationary period at 6.6 hours per month totaling 80 hours for the first year.
3. At the end of the 3 month probationary period, employee has accrued 20 hours of PTO.
4. PTO will not be eligible to pay out upon final check- use it or lose it.
5. PTO will not roll over to the following year based on date of hire/anniversary date.

Holiday Pay

Any full time employee is eligible to be paid holiday pay after their 90 day probationary period. The company is closed for New Year's Day, Labor Day, 4th of July, Memorial Day, Thanksgiving, and Christmas.

Part time employees are not paid holiday pay.

Cleaners are not scheduled to work on Holidays; in the event work is required it is at Time & One Half Pay.

Proposition 206

Effective July 1, 2017, Proposition 206 requires for every 30 hours of work, the employee be granted 1.0 hour of accrued time off. Employees are not entitled to use more than 40 hours of earned paid sick time per year.

For employees hired after July 1, 2017, the waiting period is 90 days before they can use earned paid sick time.

Proposition 206 applies to part and fulltime employees.

Proposition 206 may not be paid out on the final check.

Section 6. Rules of Conduct

6.1 On the Job

Reporting for work

Employees are expected to begin and end each shift at the time and day appointed. You must inform your supervisor before the start of the workday if you will be absent or late, and obtain his or her permission to leave early. Absences and late arrivals will be recorded. Should your absence or tardy exceed a reasonable limit; you will be subject to disciplinary action and possible termination. Failing to call one's supervisor or report to work for consecutive workdays will be considered voluntary resignation and result in removal from payroll.

Clocking in and out

If you are a nonexempt employee, it is your responsibility to clock in and out when you begin and end your shift. If you forget, bear in mind that your time card cannot be updated without your supervisors' approval. If your time card is incorrect, your paycheck will reflect and be incorrect.

"Forgetting" more than one time in a pay-period will result in disciplinary action, including termination.

You must stay at the building the budgeted time. You must call you supervisor for advance permission if you have to leave early and or stay late.

Staying safe

Safety in the workplace is the company's number one priority. You must immediately inform your

supervisor in the event of unsafe conditions, accident or injury, and use safe working methods at all times. Please refer to the company's safety manual and test ensuring that comprehension of the manual is understood.

Meals and Breaks

As defined by Arizona State law, breaks and meals are not required. If a full time employee takes a meal break, they must clock in and out, and this time is not paid for.

Cell Phone Use

Cell phones brought to work must be on silent or vibrate mode to avoid disrupting coworkers. They may only be used during breaks and meal periods, away from where others are working. If cell phone use interferes with the operation in any way, an employee's cell phone privilege may be restricted and disciplinary action, up to and including termination, maybe used. Please note all buildings have cameras, and you are on camera while talking or texting. This is prohibited

Employees who receive a company cell phone should strive to use them for company business only. All phones must be shut off during meetings, trainings, and any disruptive period of time.

Uniforms

Employees should be dressed neatly and appropriately for the type of work they perform. Current uniforms must always be worn and should be kept well maintained. All aspects of uniform must be worn to maximize safe working conditions.

Managers and supervisors are responsible to ensure that these guidelines are met.

If team members are not in line with the policy, their manager will advise them that they are not dressed or groomed appropriately and be given the opportunity to return home to change.

GUIDELINES:

Managers will dress

1. in a professional manner
2. or assume the uniform of the supervisor

Supervisors will dress

1. Company issued polo shirt
2. Khakis (tan or black) full length
3. Closed toes shoes. Color: Black
4. Belts must be worn
5. Company issued jacket
6. Hats are not permitted

Cleaners will dress

1. Company issued t-shirt or apron
2. Jeans or kahki pants
3. Closed toe tennis shoes

ADDITIONAL GUIDELINES

1. Tattoos, that could be perceived to be offensive, should be discretely covered.
2. Hair should be worn in a neat and tidy fashion and discrete of color.
3. Jewelry should be discrete and professional in appearance. Ear piercings are acceptable. In order to maintain a safe workplace, facial piercings other than in ears is not permitted. (Nose rings, eyebrow rings, tongue etc.)
4. Hats and Stocking caps are prohibited.

6.2 Rules and Policies

Confidentiality

No previous or current employee may disclose or give access to confidential company information, in any way or at any time, unless otherwise authorized by management

Discrimination and harassment

In keeping with our Equal Opportunity Employment clause, the company will not tolerate on site discrimination or harassment on any legally protected basis, including that of physical characteristics, mental characteristics, race, religious or political views, nationality, disability, medical condition, sex, sexual preference, or gender identification. Harassment and discriminatory behavior among employees or contractors will result in discipline action, with the possibility of termination. Discrimination and harassment by customers or other business associates should be immediately reported to your supervisor, at which point the company will investigate and take corrective action. You are welcome to seek legal relief if you find the company's actions inadequate.

Drugs and alcohol

Good performance on the part of employees is crucial to Prestige Janitorial Services success. For this reason we strictly forbid the employees to do the following while at work

-Drinking alcohol and selling, purchasing or using illegal drugs at work. And illegal drug use any drug that has not been obtained by legal means. This includes prescription drugs being used for non-prescribed purposes.

-Possession of any non-prescribed controlled substance, including alcohol and illegally obtained prescription drugs.

-Reporting for work intoxicated. We reserve the right to test in place for substance abuse, illegal drugs, illegal drug metabolites, or excessive alcohol. Any of these in your system will result in disciplinary action.

The company cares about the overall health and well-being of its employees. Any employee who feels that he/she is developing a substance abuse problem is urged to seek help. The company will grant time off (within reason) for rehabilitation. Be advised, however, that this will not excuse a substance-related offense. In some cases, completion of company-approved rehabilitation program may serve as an alternative to termination.

Required Testing

The company retains the right to require the following tests:

Pre-Employment: All candidates who have received a written offer of employment will be required to undergo testing for commonly abused controlled substances in accordance with this policy.

Reasonable suspicion: Employees are subject to testing based on observations by a supervisor of apparent workplace use, possession, or impairment. The owner must be consulted before sending an employee for reasonable suspicion testing.

Post-accident: Employees are subject to testing when they cause or contribute to accidents that seriously damage a company vehicle, machinery, equipment or property, and/or result in an injury to himself, herself, or another employee requiring off-site medical attention. In any of these instances, the investigation and subsequent testing must take place within two (2) hours following the accident, if not sooner.

Follow-up: Employees who have tested positive, or otherwise violated this policy, are subject to discipline up to and including discharge. Depending on the circumstances and the employee's work history/record, the Company may offer an employee who violates this policy or tests positive the opportunity to return to work on a "last-chance" basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies for a minimum of one (1) year but not more than two (2) years. If the employee either does not complete his/her rehabilitation program or

tests positive after completing the rehabilitation program, he/she will be subject to immediate discharge from employment.

Substances Covered by Drug and Alcohol Testing Candidates will be tested for their use of commonly abused controlled substances, including amphetamines, barbiturates, benzodiazepines, opiates, cannabinoids, cocaine, methadone, methaqualone, phencyclidine (PCP), propoxyphene and chemical derivatives of these substances

Weapons

Employees are prohibited from carrying or bringing any weapon to their work site or any other location the employee may be required to be during the workday. This prohibition applies to any employee who is licensed to carry a firearm or weapon. Weapon means any firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to pistol, revolver, shotgun, rifle, bb gun or any knife including switchblade knife, gravity knife or any knife with a blade longer than 2 inches, or billy stick , blackjack, bludgeon, metal knuckles, bow and arrow, electronic stunning device, etc.

Company Vehicles

- 1) Only the employee is allowed to drive the company vehicle. Spouses, children, other relatives or friends are not authorized to drive the company vehicle.
- 2) The driver must not operate the vehicle if they have consumed alcoholic beverages.
- 3) The driver must not use any tobacco products while operating the vehicle. This also includes all vape and e-cigarettes.
- 4) The driver must not operate the vehicle if they have taken any prescription, over the counter or illegal drug or substance that may impair driving ability.
- 5) The driver must not operate the vehicle if they become intoxicated or are under the influence of any prescription, over the counter or illegal drug or substance.
- 6) The driver and passengers in the company vehicle must use passenger restraints at all times when the vehicle is in motion.
- 7) The vehicle is prohibited into any foreign county. (Canada or Mexico)
- 8) Using the company vehicle for any other purposes not approved by the company.

- 9) Any accidents during personal use must be reported to the company immediately.
- 10) The company will consider unauthorized use of the vehicle by someone other than the employee as the equivalent of theft, and the driver will be held responsible for the legal consequences.
- 11) Employee will conduct a daily safety inspection prior to taking the vehicle. Any vehicle needs will be reported to the company immediately.
- 12) The IRS requires every business to measure and report as income the extent of compensation including the value of company paid fuel.
- 13) Vehicle issues must immediately be reported via text message to 480-246-7207
- 14) Safety sensitive employees are subject to random drug testing. If an employee fails to complete a scheduled drug test PJS has adopted DOT views as a refusal to test is a positive test result. The employer removes the employee from service immediately.

Polygraph Examinations

The U.S. Department of Labor, Wage and Hour Division administers the Act which basically states that an employee polygraph examination may be requested by an employer in connection with an ongoing internal investigation relating to a definable economic loss to the firm. The Employer is responsible for the completion of preliminary administrative requirements before the test is administered and after a polygraph examination is requested from an employee.

The Employer must support the employee's notice of a request to participate in a polygraph examination with documented information. The notice will verify that the eligibility for the polygraph examination exists. This is done through the following three requirements:

1. That the employee had access.
2. That there was a definite, recognized economic or material loss.
3. That there is reason to suspect that the employee in question may have been involved.

In the event the employee fails the polygraph test, the employee will be responsible for reimbursing the polygraph fee by means of payroll deduction or separate reimbursement.

6.3 Management Confidentiality Agreement

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into between _____ ("Employee") and Prestige Janitorial Services ("Company"), collectively referred to as the "parties."

WHEREAS, Company wishes to employ Employee under the terms and conditions set forth below, and Employee wishes to accept such employment under the terms and conditions set forth below,

WHEREAS, Employee acknowledges that Employee has read and is fully familiar with the terms of this Agreement, that Employee has had a reasonable opportunity to consider this Agreement and to seek legal counsel, and that after such review, Employee finds that the promises and considerations provided by Employee in this Agreement are not greater than necessary for the protection of Company's good will and legitimate business interests and do not create undue hardship for Employee or the public,

NOW, THEREFORE, the parties agree as follows:

1. **Duties.** Employee will perform the duties of the position to which he or she is assigned in a reasonable, timely, and professional manner, and shall comply with all applicable policies and rules of the Company.
2. **Term and Termination.** Company agrees to employ Employee as an at-will employee with no definite term or tenure of employment. Either the Company or Employee may terminate the employment relationship at any time, without notice and without cause.
3. **Business Interests and Obligations.**
 - a. **Definitions.** As used herein "Trade Secrets" are information of special value, not generally known to the public or competitors, that the Company has taken steps to maintain as secret from persons other than those selected by the Company. "Confidential Information" is information acquired by Employee in the course and scope of his or her activities for Company that is designated by Company as "confidential" or that Company indicates through its policies, procedures, or other instructions should not be disclosed to anyone outside Company except through controlled means. The controlled disclosure of Confidential Information to customers, business associates or vendors for legitimate business purposes and the availability of the Confidential Information to others outside Company through independent investigation and effort will not remove it from protected status as Confidential Information under this Agreement if Employee was first entrusted with the Confidential Information in confidence while employed with Company. Confidential Information and/or Trade Secrets are generally referred to herein as "Proprietary Information." Without limitation, some examples of protected Proprietary Information are the Company's marketing and research information, employee and independent contractor compensation packages, customer lists, customer pricing and other customer information, supplier lists, new client development plans, pricing and cost information, business plans and marketing plans or strategies. Proprietary Information may be both a Trade Secret and Confidential Information, but need not be both to be protected hereunder.

- b. **Company Covenants.** In order to help Employee develop goodwill for Company, Employee will be provided with Proprietary and Confidential information during his/her employment.
 - c. **Employee Covenants.** Employee agrees not to disclose any of the Company's Proprietary Information, directly or indirectly, to any unauthorized person, and not to use it in any way, either during the term of this agreement or at any time thereafter, except as required for the benefit of Company or as compelled by law (such as subpoena or court order). Employee also agrees to use the goodwill and contacts developed with Company's customers and contractors for the exclusive benefit of Company, and agrees not to use this information in a way that would harm the business interests of the Company.
4. **Protective Covenants.** Employee agrees that the following covenants are reasonable and necessary agreements for the protection of the business interests covered in the fully enforceable, ancillary agreements set forth in Section 3 above:
- a. **Definitions.** "Competing Business" means any business involving commercial janitorial services (for example, professional office buildings, retail buildings, school buildings) or any related activities so similar in nature that it would displace business opportunities or customers of Company. "Covered Customer" means those customer entities and/or persons that the Company has an ongoing business relationship with (prior to any prohibited interference) or is negotiating with for such a relationship, and that Employee either (i) received Proprietary Information about in the course of his/her duties, or (ii) had contact with, within the last twenty-four (24) month period that Employee was employed with Company.
 - b. **Handling of Covered Items.** All Proprietary Information and Company materials containing same shall remain the exclusive property of Company at all times; such materials shall, together with all copies thereof, be returned and delivered to Company by Employee immediately (without demand), upon the termination of Employee's employment with Company, and shall be returned at a prior time if Company so demands.
 - c. **Restriction on Interfering with Employee Relationships.** Employee agrees that during employment with Company, and for a period of twelve (12) complete calendar months following the termination of Employee's employment with Company, Employee will not, either directly or indirectly, hire, solicit, or take away any of the employees or contractors of Company or encourage any employees or contractors of Company to terminate their relationship with Company.
 - d. **Restriction on Interfering with Customer Relationships.** Employee agrees that during employment with Company, and for a period of twelve (12) complete calendar months following the termination of Employee's employment with Company, Employee will not, directly or indirectly, except in connection with Employee's employment with Company, service, solicit, or take away, any of the Covered Customers of Company for a Competing Company, without the prior written consent of the Company's owners. The parties stipulate that the foregoing restriction contains a reasonable, geographic limitation because it is limited to the location, storefront, address, or place of business where a Covered Customer is present and available for solicitation.

- e. **Survival of Covenants.** Each restriction set forth in Section 4 hereof shall survive the termination of Employee's employment with Company. The existence of any claim or cause of action of Employee against Company whether predicated on this Agreement or otherwise shall not constitute a defense to the enforcement by Company of said covenant. In the event an enforcement remedy is sought under Section 4f, the time periods of the restrictions, provided for in Section 4 shall be extended by one day for each day Employee failed to comply with the restriction at issue.
 - f. **Remedies.** In the event of breach or threatened breach by Employee of any provision of Section 4 hereof, Company shall be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of all attorney's fees and costs incurred by Company in obtaining such relief, and (iii) any other legal and equitable relief to which it may be entitled, including any and all monetary damages which Company may incur as a result of said breach or threatened breach. An agreed amount for the bond to be posted is One Thousand Dollars (\$1,000.00) if an injunction is sought by Company.
5. **Severability.** If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein shall remain in full force and effect as if the provision that was determined to be void, illegal, or unenforceable had not been contained herein. If the restrictions in Section 4 are deemed unenforceable as written, the parties expressly authorize the court to revise, delete, or add to the restrictions contained in Section 4 of the Agreement to the extent necessary to enforce the intent of the parties and to provide Company's goodwill, confidential information, and other business interests with effective protection.
6. **Waiver, Modification, and Integration.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. This instrument contains the entire agreement of the parties concerning the matters covered in it. This Agreement may not be modified, altered or amended except by written agreement of all the parties hereto, above or by order of the court pursuant to Paragraph 5 above.
7. **Governing Law.** It is the intention of the parties that the laws of the State of Arizona should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto. The parties stipulate that this contract is performable in Maricopa County, Arizona and that Arizona has the most material relationship to the agreement and the parties. The exclusive agreed venue and jurisdiction for any claims or disputes under this Agreement is Phoenix, Arizona.

6.4 Disciplinary action

The Company takes disciplinary matters very seriously, and will exact discipline, as it sees fit, for any unacceptable action or behavior. These may include

- *Excessive lateness and/or absence
- *Improper or indecent conduct
- *Poor communication
- *Uncooperative attitude
- *Abuse, per functionary are on authorize use, or on authorized possession of company property
- *Un-authorized used or disclosure of company information
- *Possession and or use of illegal drugs, weapons or explosives
- *Illegal harassment and or discrimination
- *Violation of company policy

Disciplinary action may consist of anything from verbal /written warnings and counseling to demotion, transfers, suspension or termination. Rather than follow rote procedures, the company will handle each matter individually to ensure fairness to all involved. Please review and internalize the list of “don’ts” about then make an effort to use good judgment at all time.

Workplace inspections

At Prestige Janitorial Service, we have a responsibility to protect our employees and our property. For this reason we reserve the right to inspect the following, at any time, with or without notice

Offices

Computers and iPads

Company vehicles

All inspections are compulsory. Those who resist inspection may be denied access to company premises

6.5 Voluntary Termination

In the event that you must choose to terminate your relationship with PJS, we expect the following:

- 1) You must provide a Five Day (5) day written notice to PJS- which will be signed and dated upon receipt. Weekends and days off are not included. .
- 2) In the event that you are unable to give a written notice, upon giving a verbal notice you will be provided with a receipt of the verbal notice. Without a receipt of notice, your notice will not be accepted.
- 3) Termination from your employment without a 5 day notice will result in your final paycheck being paid at minimum wage.
- 4) All future commissions will be divested. Only commissions meeting 30 days will be paid.
- 5) All future bonuses will be divested. Only appointments that have been completed are paid.
- 6) You are required to work your 5 day notice. Calling in, in an effort, to exhaust your PTO or sick time bank is not considered a part of your 5 day notice.
- 7) All keys will be returned within the next business day.
If the keys are not returned within this timeframe, you will be charged a "rekey" charge which will be a direct reimbursement cost of the expense per the receipt provided.
If you fail to return the keys within a 24 hour time period, you will be charged a "pickup" fee of \$100.00 to cover the pick-up expense directly from PJS.
- 8) Any and all equipment issued will be returned within the next business day, if the equipment is not returned within this timeframe, you will be charged replacement cost of the equipment.
- 9) All uniforms and ID cards will be returned to receive final paycheck.

Upon successful completion of the termination procedures, your final check will be processed and distributed by the timeline of the Industrial Commission of Arizona. Final checks will be picked up in our corporate office Monday- Friday after 2:00 PM.

At-will Employment and Acknowledgment of Receipt of Employee Handbook

Employee _____

I acknowledge that I have received a copy of the Prestige Janitorial Service employee handbook, which contains vital information on the company policies, procedures and benefits.

I understand that this handbook’s policies are intended only as guidelines, not as a contract of employment. I understand my employment is on at-will terms and therefore subject to termination, with or without notice or obvious reason, by myself or the company. Changes to my At-will status may only take the form of a written agreement signed by an authorized member of the company as well as myself. This agreement supersedes all prior/inconsistent agreements.

I understand that the company may change its policies, procedures and benefits at any time at its discretion, as well as interpret or vary them however it deems appropriate.

I understand this handbook is obtainable at any time on the company website www.phoenixjanitorialservice.net and a hard copy is available upon request.

I have read or will read and agree to abide by our policies and procedures contained therein.

Employee signature

Date

Prestige Janitorial Manager

Date