

*Blue Chip 2000*

*Employee Handbook*

## **WELCOME TO Blue Chip 2000!**

We have always emphasized that outstanding people are the key to our success. Through the efforts of our people, Blue Chip 2000 has become a leader in the commercial cleaning marketplace. To ensure continuous success, we feel it is important that all employees understand our policies and procedures. This employee handbook will familiarize you with the various aspects of working with Blue Chip 2000. I encourage you to use it as a valuable resource for understanding the Company. We feel it will also be a useful reference document for all employees. If you have any questions, please do not hesitate to ask them of either your supervisor or any member of the management team.

My best wishes to you and thank you for taking this first step in knowing your Company.

Dan Hopkins  
President

## **COMPANY MISSION STATEMENT**

To proactively serve and satisfy our customers by improving the cost effectiveness and quality of our products and services by building a team of people who will develop and maintain a quality and service oriented attitude that leads the industry, and create a sustainable competitive advantage for Blue Chip 2000.

## **INTRODUCTION**

Our policies, practices, and benefits are continuously reviewed for updating, and we expect them to change from time to time. Therefore, you should always check with your manager or supervisor for the most current ones. Company benefit plans are defined in legal documents such as insurance contracts, official plan texts, and trust agreements. This means that if a question ever arises about the nature and extent of plan benefits, or if there is conflicting language, the formal language of the plan documents governs, and not the informal wording of this handbook.

Various safety rules and procedures have been provided in this handbook so that you can familiarize yourself with those that apply to your job. While the handbook provides quick, easy to find and understand rules applicable to various work, it is not intended to be all inclusive. Your local management may have more specific rules to supplement those requirements. The rules and procedures in this handbook are practical and based on many years of experience, yet they cannot cover all conditions which may arise on the job you are performing. The omission of any safety practice from the requirements does not reduce individual responsibility for alertness and good judgment in performing your duties. If any rule or procedure is not perfectly clear, do not hesitate to ask your supervisor for clarification.

## **EQUAL EMPLOYMENT OPPORTUNITY**

Blue Chip 2000 maintains a strong policy of equal employment opportunity for all employees and applicants for employment. We hire, train, promote, compensate, and dismiss employees without regard for race, color, religion, sex, sexual orientation, national origin, age over 40, marital or veteran status, disability, citizenship, and other classifications protected by applicable state or local laws.

Blue Chip 2000 will make reasonable accommodation for qualified individuals with known disabilities, unless doing so would result in an undue hardship to the Company.

Any employee with questions or concerns about any type of discrimination in the work place is encouraged to bring these concerns to the attention of his/her immediate supervisor, the personnel director, or other appropriate management official. Employees can raise concerns without fear of reprisal. Anyone found to be engaging in any type of

unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

### **ETHICAL STANDARDS/CONFLICT OF INTEREST**

Blue Chip 2000 has an excellent reputation for conducting its business activities with integrity, fairness, and in accordance with the highest ethical standards. As an employee, you are obligated to uphold that reputation in every business activity. If you are ever in doubt whether an activity meets our ethical standards or compromises the Company's reputation, please discuss it with your manager or supervisor.

### **OPEN DOOR POLICY & SUGGESTIONS**

Employees are encouraged to share their concerns, seek information, provide input, and resolve problems/issues through their immediate management, and as appropriate, consult with any member of management toward those ends.

If you have any suggestions or ideas that you feel would benefit Blue Chip 2000, we encourage you to tell us about them. We are always looking for suggestions that improve methods, procedures, and working conditions, reduce costs or errors, and benefit the Company and its employees. Persons who make suggestions that are used to substantially benefit the Company and its employees may, at the sole discretion of Blue Chip 2000, be considered for a one-time appreciation award.

### **SEXUAL HARASSMENT**

Blue Chip 2000 is committed to providing a harassment-free work environment for all persons working in the Company.

Sexual harassment may be physical or verbal, and both men and women may be affected. Sexual harassment may include slurs, threats, derogatory comments, jokes, teasing, sexual advances, unwelcome touching and other similar verbal or physical conduct.

Those who believe they may be a target of such harassment should immediately report the matter to their supervisor, the personnel director, or any management official of the Company. All reports of such behavior will be investigated and any information obtained will be on a need to know basis. It is unlawful to retaliate against those who make such complaints.

The Company will take all appropriate action to provide a harassment-free workplace. The following behaviors constitute harassment.

1. Soliciting sexual favors explicitly or implicitly as a condition of employment or continuing employment.

2. Soliciting sexual favors as a basis or requirement for promotions, transfers, or other employment decisions; and
3. Sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature that has the purpose or effect of unreasonably interfering with an individual's work performance or which creates an intimidating, hostile, or offensive work environment.

It is the policy of the Company to take appropriate action when an employee of the Company indicates that he or she has experienced sexual harassment either from another employee of the Company or from an individual not employed by the Company including clients, vendors, and delivery persons.

In the event a non-employee engages in behavior offensive to one or more employees of the Company, the situation must be addressed. Depending upon the situation, the manager involved in that client's matter may address the harassment issue with either the non-employee, or his or her supervisor.

It is the policy of this Company to address all claims of sexual harassment in an objective manner and to maintain the confidential nature of the claim with particular sensitivity to the privacy of the claimant and the alleged harasser. This shall be done by conducting an investigation into the claim with a minimum amount of disclosure to third parties.

Harassment in any form will not be tolerated. Anyone found in violation of this policy, either by demonstrating such objectionable behavior or condoning such behavior through knowledge of its occurrence will be subject to disciplinary action up to and including termination.

### **COMPANY RULES AND REGULATIONS**

Every organization has certain guidelines that were developed to reflect good business practices. In establishing any rules of conduct, the Company has no intention to restrict the personal rights of any individual. Rather, we wish to define the guidelines that protect the rights of all employees and to ensure maximum understanding and cooperation. Therefore, all employees are expected to be:

- On time and alert when scheduled to be at work.
- Careful and conscientious in performance of duties.
- Thoughtful and considerate of other people.
- Courteous and helpful, both when dealing with customers and with other employees.

### **DRESS CODE**

What we wear to work is a reflection of the pride we have in the Company. To favorably impress our customers, members of the public, and industry representatives, it is important for all employees to present a business like appearance. However, in case there are some questions, here are some guidelines:

- All employees are required to wear shirts with Company logo. Shirts must be tucked in at all times!
- All employees should practice common sense rules of neatness, good taste, and comfort. Provocative clothing is prohibited. Clothing must not constitute a safety hazard.

### **DRUG-FREE WORKPLACE POLICY**

Blue Chip 2000 Commercial Services intends to help provide a safe and drug-free work environment for our clients and our employees. With this goal in mind and because of the serious drug abuse problem in today's workplace, we are establishing the following policy for existing and future employees of Blue Chip 2000 Commercial Services.

Blue Chip 2000 explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Blue Chip 2000 or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from Blue Chip 2000 or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk Blue Chip 2000's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk Blue Chip 2000's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of Blue Chip 2000 or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

Blue Chip 2000 Commercial Services will conduct drug and/or alcohol testing under any of the following circumstances:

- **RANDOM TESTING:** Employees may be selected at random for drug and/or other alcohol testing at any interval determined by Blue Chip 2000.
- **FOR-CAUSE TESTING:** Blue Chip 2000 may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following

circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.

- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

### **SAFETY POLICY & PROCEDURES**

Blue Chip 2000 intends to provide a safe and healthy working environment. To do this, we must constantly be aware of conditions in each individual's work area that can produce injuries. No employee is required to work at a job that is not safe or healthful. Employee cooperation in detecting hazards, and in turn controlling them, is a condition of employment. The following general rules and procedures govern all employees and all company operations.

#### ***General Directives:***

1. All employees of Blue Chip 2000, by Law [Sec. 5(b) Occupational Safety & Health Act of 1970] shall follow these safety rules and practices. Employees must inform their supervisor immediately of any situation beyond their ability or authority to correct.
2. Supervisors shall insist that employees observe and obey every safety rule, regulation, and order as necessary for the safe conduct of the work, and shall take such action as is necessary to obtain compliance.
3. Only qualified and/or licensed employees may operate any piece of equipment.
4. Anyone known to be under the influence of alcohol and/or drugs shall not be allowed on the job while in that condition. Anyone suspected of being under the influence may be required to submit to testing.
5. No one shall knowingly be permitted or required to work while his or her ability or alertness is so impaired by fatigue, illness, or other cause that might necessarily expose the individual or others to injury.
6. Work shall be planned and supervised to prevent injuries in all work processes, particularly when working with equipment and handling heavy materials.

7. Employees shall immediately report any personal injury or damage to property to their supervisor, no matter how trivial, regardless of the amount of damage and irrespective of cause or fault.
8. All employees are required to wear seatbelts while driving on company business.
9. Texting while driving on company business is prohibited.

***Supervisor's Responsibilities:***

1. To set examples of safe practices by their own conduct.
2. To investigate and correct, or have corrected promptly, unsafe conditions which have come to their attention.
3. To know, observe and enforce all the general safety rules and such special instructions as are set up for their account locations.
4. To thoroughly acquaint each employee with safety instructions and practices.
5. To take part in work place safety and health program activities and contribute to their success.
6. To investigate and report all personal injuries and illnesses sustained on the job by the personnel within their area of responsibility.
7. To investigate and report all property damage accidents.
8. To welcome and utilize, as far as practical, the safety suggestions which may be made by the workers.
9. To thoroughly instruct new personnel on safety and carefully observe them at their work.
10. To see that the workers have and use personal protective equipment as determined by the safety director.
11. To see that all tools and equipment are and remain in safe and proper working conditions.

***General Safety Rules:***

1. Be alert to see that all guards and other protective devices are in their proper places and adjusted. Report all deficiencies promptly to your supervisor.
2. Horseplay, scuffling, and other acts which tend to endanger the safety or well being of employees are prohibited.
3. Follow safety rules applicable to their job and use safety devices and personal protective equipment as required and directed.
4. Only authorized employees may operate machines and equipment for which they are qualified.
5. Obey all posted warning and/or instructional signs.
6. Do not use equipment that has been tagged out until repairs have been made and the tags have been removed by authorized personnel.
7. You are responsible for housekeeping in your work areas and must keep the areas clean.
8. Do not wear loose frayed clothing, dangling items, finger rings, etc. around moving machinery or other sources of entanglement.



9. The access to all fire extinguishers, fire hoses, sprinkler valves, electrical panel boxes, and exits must be kept clear at all times. Report any blockage to your supervisor.
10. Keep flammable liquids only in the proper designated storage area.
11. Employees should report any defective, damaged, or missing fire protection equipment to their supervisor.
12. All aisles must be kept clear and open for traffic.
13. Make sure you wear proper clothing at all times. Everyone must wear the Blue Chip 2000 shirts everyday unless there is a uniform requirement for your job location. Extra shirts can be purchased at the office anytime for \$6.00 each. You don't have to pay this up front; we will take it automatically out of your next check.
14. All janitor closets or rooms must be kept clean and organized at all times.
15. Take pride in yourself and in your supplies and equipment. This is a reflection on you and on Blue Chip 2000.
16. Safe lifting practices is expected of all of our employees. If you are concerned about the weight of material being lifted, contact your supervisor.
17. Every ladder must be inspected by the employee using it for any defects such as loose rungs, weak treads, broken, bent or stuck fittings and any other unsafe condition. (If found defective, it must be reported to your supervisor and taken out of service immediately).

### ***Hazard Communications***

A written hazard communication program has been established to protect employees of Blue Chip 2000 Commercial Services, Inc. against exposure to hazardous chemicals in the workplace. Copies of this program, as well as a listing of hazardous chemicals and material safety data sheets (MSDS) will be available at each account location for review by all employees.

Education and training will be provided for all employees who could be exposed to hazardous chemicals. The training will be conducted prior to the first exposure to the chemical (during orientation and training) and whenever a new hazardous chemical is introduced into the workplace. All employees will be informed of the written hazard communication program, chemical listing, and MSDSs.

### **WORKERS COMPENSATION**

Blue Chip 2000 conforms to the Ohio Workers' Compensation Law. All employees of Blue Chip 2000 working in the State of Ohio are covered by this law. Those employed out of Ohio follow the individual state guidelines of their respective employment state. Each state provides a system for compensating employees who suffer injury or occupational disease from specific accidental occurrence in the course of employment with Blue Chip 2000.

Payments for medical expenses and payments for temporary and permanent disabilities are disbursed directly to the suppliers of medical services and Blue Chip 2000 employees

by the Ohio Bureau of Workers' Compensation or our insurance carrier if outside Ohio from funds supplied by premiums paid by Blue Chip 2000. Workers' Compensation also pays for wages lost as a result of an employee injury or illness, provided that the absence from work is related to a work injury or illness and is authorized by a doctor. The claims are reviewed, and the premium rate may be revised annually.

## **Procedures**

1. Following an accident, employees should notify their supervisor as soon as possible.
2. The supervisor should give the employee the Injured Worker Reporting Packet and complete the **First Report of Injury**.
3. Supervisor should assist an injured employee in securing medical treatment.
4. The employee should notify the medical provider that this is a work related injury and give the provider the MEDCO 14 form and the CorVel ID card.
5. Supervisor should contact Human Resources to report injury and fax copy of **First Report of Injury** and completed **Employee Incident Report** to the Blue Chip 2000 office at 513-561-3998 **WITHIN 24 HOURS**.

Any absence from work must be authorized by the employee's treating professional. The employee must be out of work for 7 days (excluding the day of injury) before workers' compensation pays for work time lost. Modified (Light) duty may be provided for employees that can come to work but must temporarily alter their tasks. Light Duty is handled on a case-by-case basis depending on the recommendations of the treating physician.

Employees on workers' compensation are responsible for keeping their supervisor informed of their work status. All disability documentation from the Physician noting the employees dates absent from work and the diagnosis of the injury or illness must be provided to the supervisor immediately. If this documentation is not provided to the supervisor, the employee's continued absence from work will be considered unauthorized and the workers' compensation benefits will be suspended.

When an employee is able to fully return to work, written clearance from the treating Physician documenting that the employee is fully capable of performing regular job duties must be provided to the supervisor.

## **RETURN TO WORK PROGRAM**

Blue Chip 2000 recognizes the need to provide transitional work to employees who are unable to perform their regular duties due to an occupational injury or illness. This program applies to all employees. The amount of transitional work may be limited. Employees receive assignments on availability and "first-come, first-served" basis.

### **Scope**

For the purposes of this program, an occupational injury or illness means an injury or disease arising out of the employment with Blue Chip 2000 and compensable under the workers compensation laws of the state where you are employed.

## **Definition**

For the purposes of this program, an employee who is temporarily totally disabled as a result of an occupational injury or illness is a person whose medical condition permits him or her to perform some occupational function as defined by a doctor.

## **Program Goals**

- To provide work for employees with job-related injuries or illnesses that restrict regular job performance, so they may receive enhanced compensation and benefits while recovering from the injury or illness.
- To assist employees in the transition from injury or illness to recovery while continuing to be a productive part of the work force.
- To provide management with a constructive program to reduce the cost of workers compensation.
- To prevent the deterioration of employees' work skills, health and attitude that may result from prolonged work absence.
- To demonstrate the organization's commitment to employee recovery.
- To minimize the loss of productivity.

## **RETURN TO WORK PROCEDURES**

### **Post-Injury Procedure**

Immediately following an injury:

- Send employee for medical treatment to an approved medical provider.
- Complete an accident investigation form.
- Notify Liberty Mutual by calling 1-800-362-0000 within 24 hours, so claim handling can begin in a timely manner.
- Notify HR Department at Blue Chip 2000 and forward accident investigation documents.
- Provide an information packet to the physician's office at the time of the initial visit. The prepared packet should include:
  - Letter to the treating doctor that explains the return to work program, providing insurance carrier information and identify an employer contact.
  - Description of the injured worker's regular job, including job duties.
  - Return to Work Capabilities form.

### **Modified Duty/Transitional Work Job Assignment**

1. The Provider RTW Capabilities form, Attachment "A", should immediately be faxed to the David Harmon, General Manager, Blue Chip 2000 at 513-561-3998 for review and placement determination.
2. The General Manager, David Harmon will review restrictions and determine location/department and modified position/transitional work assignment.
3. Once the location/department and modified position/transitional work assignment has been determined, the General Manager will contact the physician to review the position and obtain approval. Once approval has been received from the physician, the manager/supervisor will be notified.

4. Employee will then be informed of modified duty or transitional work assignment and an "Offer of Modified/Transitional Work Assignment" letter will be sent to the employee for their acknowledgement. Employee will have 3 days to accept the position. Signed acceptance will be given to the area manager or immediate reporting supervisor for submission.

#### **Transitional Offer of Employment**

1. If the employee refuses work in the RTW program, possibly no temporary disability benefits or industrial accident leave benefits will be payable.
2. The employee will be returned to work within the restrictions given by the physician, with the first priority being to assign the employee to the same job observing the prescribed restrictions.
3. If appropriate tasks cannot be found within the same job, the employee may be placed in another job that meets the prescribed restrictions.
4. If the physician determines the employee is not able to perform modified/return to work tasks, the employee will be placed on leave until such time as appropriate work can be assigned or the restrictions are lifted.

Under the RTW program, Blue Chip 2000 does not intend to create long-term jobs for accommodation of permanent disability. Thus, all employee participation in the program will be for a period to be determined based on the treatment plan and physician diagnosis.

#### **Monitoring the Modified/Transitional Work Assignment**

1. The Area Manager will assist the Account Manager in maintaining contact with employees in ongoing modified/transitional work assignments.
2. The Account Manager will assist the supervisor in monitoring the assignment for appropriateness, and will contact the HR Department if there are any issues.
3. Physician, Insurance carrier/State and any other involved party will be kept informed if changes are necessary.
4. The employee's status shall be evaluated once a month, at a minimum. If the restrictions are of short duration, the employee will be evaluated on a weekly basis.
5. Maintain weekly contact between supervisor and employee post RTW.

#### **Employee Work Hours and Compensation**

1. No overtime will be permitted while the employee is participating in the RTW program.
2. An employee eligible to participate in the program may not substitute paid sick leave because he/she does not personally feel ready to perform the modified/transitional work assignment. The employee will be sent to the physician for re-evaluation of ability to work.
3. Workers Compensation temporary disability benefits will be supplemented depending on pay while the employee is participating in the RTW program, provided the number of hours under the job assignment is the same as the employee's regularly scheduled work hours.
4. Employee will be paid at the company's modified duty hourly rate of pay, regardless of the modified/transitional job assignment.

#### **Termination**

Under the RTW program, an employee will be removed from modified duty under the following circumstances:

- The termination date specified in the Offer of Modified Position or Transitional Work Assignment letter, or
- Ninety calendar days from the beginning date specified on the Offer of Modified Position or Transitional Work Assignment letter, or
- Upon receipt by Blue Chip 2000 of a medical report stating the employee can return to regular duties, or
- Upon receipt by Blue Chip 2000 of a medical report stating that the employee will be permanently unable to return to the job performed at the time of injury.

## **PROPRIETARY INFORMATION/CONFIDENTIALITY**

The Company has developed certain proprietary products and processes that are unique to Blue Chip 2000. Keeping such information from competitors plays an important part in our success. Blue Chip 2000 protects proprietary information by restricting its access to those employees and visitors who have a business reason to know this information.

All employees are required to agree to keep our technology secure by signing our Employee Proprietary Information Agreement and Non-Solicitation and Non-Disclosure Agreement. Copies of these documents are located in the back of this handbook. They grant Blue Chip 2000 the patent rights to any invention associated with our technology, and confirm your agreement not to divulge any confidential information to those outside the Company. An employee who divulges confidential information may be terminated.

## **PROTECTION OF COMPANY AND EMPLOYEE PROPERTY**

Respect and protection of Company property and employee personal property is everyone's concern. If you find property missing or damaged, report it to your supervisor immediately.

## **SOLICITATION AND DISTRIBUTIONS**

Employees must not solicit other employees for any purpose during working time. This does not include break or meal times. Our employees are not permitted to distribute literature of any kind at any time in work areas.

People who do not work for the Company or who are not approved vendors are prohibited from distributing literature of any kind or soliciting employees for any purpose at any time on Company property.

## **TERMINATIONS**

We hope to retain good employees. However, employment at the Company is for no specified time, regardless of length of service. Just as you are free to leave for any reason, we reserve the same right to end our relationship with you at any time, with or without notice for any reason not prohibited by law.

Upon being hired with Blue Chip 2000, employees are placed on a ninety (90) day probationary period. During this time an employee may be terminated with no prior verbal or written warning.

When an employee wishes to resign because of illness or for personal reasons, the possibility of a leave of absence may be explored if the employee has a good work record and has sufficient length of service.

The employee is requested to give at least two weeks notice before voluntarily terminating employment.

### **MINIMUM WAGE AGREEMENT**

At the time of hire, employees will be required to sign a Minimum Wage Agreement Form. This form states that if an employee fails to give a one work week written notice of resignation to Blue Chip 2000, he or she will be paid the Federal Minimum Wage rate for any and all monies owed.

### **EXIT INTERVIEWS**

Exit interviews are encouraged upon termination of employment, regardless of the reason. You or your supervisor may schedule an appointment with the head of personnel for an interview. At this time, you may openly address any concerns you may have regarding insurance, benefits, or any other pertinent issues.

### **JOB CLASSIFICATIONS**

Blue Chip 2000 places employees into one or two classifications, based upon grade level and position, consistent with the Fair Labor Standards Act and applicable state laws. Exempt employees hold executive, administrative, professional, or other exempt positions. Exempt employees are not eligible for overtime pay. All other employees are non-exempt. Non-exempt employees are eligible for overtime pay.

### **COMPENSATION POLICIES**

#### **Pay Period**

For all employees, the standard pay period is bi-weekly and includes ten working days. Employees are paid every other Friday. Paychecks are mailed on Wednesdays from our check company. Direct Deposit is also available. If interested in Direct Deposit, please contact the payroll department. When a payday falls on a holiday, paychecks will be distributed on the day prior to the holiday.

#### **Work Schedule**

The standard work week is five days. The standard workday is eight hours. The standard work hours vary depending on the shifts worked.

### Overtime

Our intent is to compensate overtime in accordance with Federal and State laws. An attempt will be made to plan overtime with consideration for employees and customers.

Only non-exempt employees are eligible for overtime pay. Non-exempt employees must receive advance authorization from their manager to work beyond the standard workday. Non-exempt employees will be compensated for all authorized work in excess of the standard workday.

The compensation for overtime is one and one half to two times the regular rate of pay depending upon applicable laws.

### Time Cards

All non-exempt employees are required to punch a time clock. Employees are expected to punch in when they report to for work and punch out promptly at the end of their shift. Unless overtime work has been approved in advance, there should not be more than seven minutes before the scheduled starting time or more than seven minutes after the end of the scheduled shift. The beginning and end of meal periods must also be recorded.

Time cards and time sheets are considered Company property and are not to be taken from the assigned area. No employee is allowed to punch in or out any other employee for any reason. Any notations on time cards must be made with the approval of and initialed by the employee's supervisor violation of these rules may result in disciplinary action up to and including termination.

Employees must clock in and out from their work location. Any employee clocking in or out from any other location will have their time adjusted by their manager.

### Payroll Deductions

Your earnings and payroll deductions are shown on your paystub with your check. Deductions required or requested are as follows:

#### Required by Federal and State Law

Federal Income Tax  
State Income Tax  
Social Security Tax  
State Disability Insurance  
Garnishments/Wage Attachments

#### Authorized by Employee

Charitable Contributions

Any questions about your paycheck should be directed to your manager or supervisor.

### Wage Garnishment

Garnishment of wages results when an unpaid creditor takes the matter to court. A garnishment is legal permission for creditors to collect part of an employee's pay directly

from the Company. Although the Company does not wish to become involved in an employee's private matters, we are required by law to administer the court's orders.

In doing so, a supervisor will contact the employee to explain the details of garnishment and how it affects wages. The possibility of resolving the situation before turning it over to implementation will also be explored. Employees are encouraged to resolve these matters privately to avoid the Company's involvement in this mutually unpleasant situation.

#### Payroll Advances

Pay advances will be granted at the discretion of the Company and only in cases of extreme emergency or personal hardship. These advances are always considered early payments for future work performed by an employee and are not to be considered a loan made to the employee by the Company.

### **GENERAL RULES OF CONDUCT**

Blue Chip 2000 Commercial Cleaning employees are expected to treat each other with dignity and respect and to abide by certain rules of conduct, based on honesty, good taste, fair play and safety. Although it is not possible to provide an exhaustive list of all types of impermissible conduct, the following are examples of some, but not all, conduct that will lead to disciplinary action, up to and including termination:

1. Falsification of employment records, employment information or other Blue Chip 2000 records.
2. Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time recorded, either your own or another employee's.
3. Theft, deliberate or careless damage or destruction of any of Blue Chip 2000 Commercial's property or the property of any employee or client.
4. Unauthorized use or removal of Blue Chip 2000's property, equipment, time, materials or facilities, or that of any Blue Chip 2000 client.
5. Provoking a fight or fighting during working hours or while on Blue Chip 2000's property or the property of any Blue Chip 2000 client.
6. Carrying firearms or any other dangerous weapons while on Blue Chip 2000's premises (or the premises of any Blue Chip 2000 client) at any time.
7. Insubordination including, but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a co-worker, supervisor, member of management, or customer.
8. Failure to comply with the Time and Attendance Policy set forth in the Blue Chip 2000 Employee Handbook.
9. Failure to obtain permission to leave work for any reason during normal working hours.
10. Failure to observe working schedules, including rest and meal periods.



11. Failure to provide a physician's certificate when requested or required to do so.
12. Sleeping or malingering on the job.
13. Making or accepting excessive personal telephone calls during working hours, except in cases of emergency.
14. Unsatisfactory work performance or being incompetent.
15. Working overtime without authorization or refusing to work assigned overtime.
16. Wearing unprofessional or inappropriate styles of dress or hair while working.
17. Committing a fraudulent act or breach of trust under any circumstances.
18. Harassing other employees or clients.
19. Soliciting or accepting gratuities from customers or clients.
20. Excessive absenteeism or tardiness.
21. Abuse of leaves of absence or other time off.
22. Reporting to work intoxicated or under the influence of non-prescribed drugs.
23. Bringing or using alcoholic beverages on Blue Chip 2000 premises (or the premises of any Blue Chip 2000 client).
24. Failing to maintain the confidentiality of Blue Chip 2000, its employees, agents or clients.
25. Failing to report accidents, breakage or damage to equipment that occurs when an employee is assigned to use such equipment.
26. Violation of any safety, health, security or policies, rules or procedures of Blue Chip 2000 or its clients.
27. Failure to follow Blue Chip 2000's policies as outlined in this Handbook, or any newly instituted policies.

Discipline may be initiated for various reasons. The severity of the action generally depends on the nature of the offense and the employee's past record, and may range from written warnings to immediate dismissal. Blue Chip 2000 reserves the absolute right to initiate the form of discipline it deems to be appropriate.

Nothing in the policy alters Blue Chip 2000's policy of at-will employment. Either Blue Chip 2000 or an employee may terminate the employment relationship at any time and for any reason.

### **EMPLOYEE PERFORMANCE APPRAISALS**

Newly hired employees may receive performance appraisals after 30 days, and a more formal evaluation at the end of 6 months. Thereafter, all employees may receive a performance appraisal annually.

#### **Pay Increases**

Salary increases are based on merit, business conditions, and other factors. Most pay increases will be based upon a performance appraisal and will take effect at the beginning of the next pay period following the appraisal.

## DISCIPLINARY POLICY & PROCEDURES

It is in the interests of both Blue Chip 2000 and its employees to encourage standards of work and behavior conducive to the efficient operation of Blue Chip 2000's business and the safety and security of its property and employees. Blue Chip 2000 has adopted a progressive discipline policy to identify and address employee conduct that the company determines must be addressed by discipline.

Employee conduct that warrants discipline results from unacceptable behavior, poor performance or violation of Blue Chip 2000's policies, practices or procedures. However, discipline may be issued for conduct that falls outside of those identified areas. **Equally important, Blue Chip 2000 need not resort to progressive discipline, but may take whatever action it deems necessary to address the issue at hand.** This may mean that more or less severe discipline is imposed in a given situation.

Blue Chip 2000 looks at five main factors when determining an employee's disciplinary action:

1. Seriousness of the offense
2. Existence of any prior offenses and disciplinary actions
3. Employee response to previous disciplinary actions and current impending disciplinary action
4. Customer evaluation of employee's actions / performance
5. Circumstances surrounding event

Probationary employees are held to the highest standards for behavior and job performance. Progressive discipline is the exception rather than the rule for probationary employees.

Blue Chip 2000 will normally adhere to the following progressive disciplinary process:

1. **Verbal Warning:** A verbal warning is meant to alert the employee that a problem may exist or that one has been identified, which must be addressed. Verbal warnings will be documented by your manager and maintained in your personnel file.
2. **Written Warning:** A written warning is more serious than a verbal warning. It will be given when an employee engages in conduct that justifies a written warning or the employee engages in unacceptable behavior within (3) three months after a verbal warning has been issued. Written warnings will be maintained in your personnel file.
3. **Suspension:** An employee will be suspended (without pay) when he/she engages in conduct that justifies a suspension or the employee engages in unacceptable behavior within (3) months after a written warning has been issued. Documentation of a suspension will be maintained in your personnel file.

4. Termination: An employee will be terminated when he/she engages in conduct that justifies termination or does not correct the matter that resulted in less severe discipline.

Again, while Blue Chip 2000 will generally take disciplinary action in a progressive manner, it reserves the right, in its sole discretion, to decide whether and what disciplinary action will be taken in a given situation.`

## **GRIEVANCE POLICY**

### **Definition**

A complaint or grievance is a problem that does not seem able to be resolved between the person, or persons, directly involved. A grievance can be about anything done, or not done, by management or another employee or employees, which you feel affects you unfairly or unjustly.

### **Policy**

Blue Chip 2000 acknowledges that problems can arise at work which may sometimes cause you to feel aggrieved. We hope individuals will try to reconcile differences on an individual basis. Should this not be possible, to resolve a problem quickly and fairly, Blue Chip 2000 has developed a grievance procedure.

### **Grievance Procedure**

1. If you have a problem, notify your manager immediately. The manager shall respond, in writing, within five (5) days of meeting with you.
2. If the problem is not resolved to your satisfaction, you may go to the Human Resources Representative and verbally explain the problem to him/her; or you may instead submit the problem to him/her in writing. This step should be taken within five (5) working days after your manager has given his/her decision or after the incident giving rise to your grievance, whichever is later. If the circumstances require it, the Human Resources Representative and/or the General Manager, will conduct an investigation.
3. Following the investigation, the Human Resources Representative will respond in writing to your grievance. The decision shall be final.

## **GROUP INSURANCE**

Blue Chip 2000 offers group insurance to its Exempt employees. Blue Chip 2000 agrees to pay a predetermined percentage of each employee's group insurance. Blue Chip 2000 reserves the right to change or discontinue group insurance plans at any time, as well as

to alter its involvement in any group insurance plan. Please see the group insurance handbook for further information on benefits.

## **LIFE INSURANCE**

See the group life insurance handbook for further information.

## **TIME AND ATTENDANCE**

### General Policy Statement

Consistent staffing and regular work attendance are necessary to provide quality service. Good attendance records by everyone and consistent staffing are also important factors in overall employee morale. For these reasons, each account has a responsibility to its staff to maintain well-organized work schedules. Each account will establish employee work schedules that ensure consistent staffing and fulfillment of service needs. Your responsibility as an employee is to report to work on time, as scheduled, and to maintain a good attendance record. Employees who have a chronic problem with attendance will be subject to corrective counseling and may be terminated if unable to demonstrate a consistent record of reporting to work.

### Underlying Principle

- Regular and consistent attendance is necessary to provide uninterrupted, quality service to each customer
- Poor attendance can have an adverse effect on an employee's performance and will be taken into consideration when performance evaluations are conducted
- From time to time an employee may encounter personal problems that prevent prompt and consistent attendance. Exceptions to this policy will be made on a case-by-case basis.

### Process of Recording and Correcting Absenteeism

Absenteeism is determined according to the following definitions:

#### Scheduled Absence:

For an absence of less than one week as defined by the work schedule, time off must be requested at least 72 hours in advance. For time off in excess of one week, a minimum notice of one week is required. Any deviation from the standard notice requirement must have the prior approval of management and not jeopardize the account's service needs.

#### Unscheduled Absence:

When standard notice has not been provided for any absence of two or more hours (or half a shift, whichever is less), the absence will be considered unscheduled. Typically, unscheduled absences occur in unusual personal situations that cannot be predicted, such as accident or illness. An example for determining whether time off should be scheduled or unscheduled when less than the standard notice has been given is as follows:

- On Tuesday, an employee requests to take off Wednesday. The employee's workload is light and the department will not suffer from the absence. The manager can grant a scheduled absence.
- On Thursday an employee calls in sick. This is considered an unscheduled absence and counts as an "occurrence". See definition on the following page.

### On Time

You are expected to be at your workstation at your shifts designated starting time.

### Lateness/Tardiness

The difference between lateness and tardiness is degree. An employee who arrives at his or her workstation from one second up to five minutes and fifty-nine seconds after the shift's designated start time is considered late. Frequent lateness will result in corrective counseling. Tardiness applies to employees who clock in six minutes or more past their shift's designated starting time, and can also result in corrective counseling.

If an employee becomes ill while on duty, he or she may clock out and go home.

### Clocking In or Out

If an employee fails to clock in or out, he or she may be considered tardy if start time cannot be documented.

### Occurrence

Each episode of unscheduled absence or tardiness will be recorded as one "Occurrence". Each occurrence will be assigned a value illustrated in the table below.

### Corrective Counseling Process after Successful Completion of Probationary Period

If excessive unscheduled absenteeism occurs, corrective counseling may be required. Corrective counseling related to absenteeism will be based on frequency of occurrences. Each episode of unscheduled absence or tardiness will be recorded as one "occurrence". For example, an episode that results in an occurrence could be lateness on one shift or an unscheduled absence that covers three consecutive workdays.

<u># Of Occurrences</u>	<u>Points Received</u>	
	Absenteeism	Tardiness
First occurrence	0	0
Second occurrence	0	0
Third & each thereafter	1	.5
Failure to call off on time	2	
No call, No show	3	

The corrective counseling process for excessive absenteeism or tardiness will center on communicating an expectation of change and improvement rather than future problems and eventual termination. It will do so through problem identification utilizing a progressive approach, where appropriate.

The following corrective counseling guidelines are commended for application in attendance issues.

Verbal Reminder: Should be given if 3-5 points are received within a 12-month period.

- Documented in department file

Written Reminder: Should be given if 3-5 points follow a verbal reminder within a 12-month period.

- Documented in employee's human resource file
- Requires a written plan of corrective action by employee

Decision-Making Leave/Final Warning: Should be given if 2-3 points follow a written reminder within a 12-month period.

- Serves as the most serious type of corrective action and final notice prior to discharge
- Requires a written plan of corrective action/recommitment prior to return to work.

Prior to return to work on the next scheduled shift, the employee will meet with his or her supervisor to discuss the decision and document his or her attendance improvement plan of action.

Failure to return to work at the start of the next shift with a written plan may result in termination. Once the decision making leave stage is reached, further deviation from expectations in any area may lead to discharge.

Discharge is not a step in positive discipline, but may occur after other steps have not achieved the desired outcome. A manager discharging an employee must consult with his or her supervisor.

A guideline is not a replacement for thoughts and good judgment on each individual case. All the facts must be obtained before corrective counseling action.

## **LEAVE OF ABSENCE**

In exceptional cases, Blue Chip 2000 may grant a leave of absence. A leave of absence is an extended period of time absent from work without loss of employment. A leave of absence is without pay. During the first 30 days, the Company continues to pay Company paid benefits, if applicable. However, the employee must pay premiums for dependent coverage, in advance, to the Company. Before beginning a leave of absence, the employee must exhaust all accrued vacation.

A written request for a leave of absence, providing a full explanation of the circumstances, must be presented to the employee's immediate supervisor at least two weeks before the requested start date of the leave. Failure to report to work on the first

day after the expiration of the leave of absence, without approval, will be considered a voluntary termination of employment.

### **MEDICAL LEAVE OF ABSENCE**

The Family and Medical Leave Act of 1993 requires covered employers to provide up to 12 weeks of unpaid, job protected leave to “eligible” employees for certain family and medical reasons.

The Family and Medical Leave Act (FMLA) allows eligible employees to take up to twelve workweeks of leave per rolling twelve-month period for the following qualifying events:

- The birth of a child;
- A placement with an employee of a child for adoption or foster care;
- Caring for a spouse, child or parent with a serious health condition; or
- The serious health condition of the employee.

#### ***Employee Eligibility***

- Employees who have been employed by Blue Chip 2000 for at least twelve months; and have actually worked (i.e., in “active work status”) at least 1,250 hours during the past twelve months are entitled to FMLA leave regardless of gender. Active work status is defined as “the conditions under which an employee is actually in a work status and is eligible to receive pay but does not include vacation pay, holidays, personal leave or any other type of leave.
- Eligible employees are entitled to a full twelve workweeks of FMLA leave even if their spouse has already exhausted leave for a qualifying event.

For any questions regarding FMLA contact the personnel department.

### **MILITARY LEAVE**

An employee who is drafted for service in the armed forces, or a reservist called up for active duty, is eligible for military leave of absence. If the employee applies within 90 days of return from service, the employee will be eligible for re-employment and will be reinstated in the same or a substantially similar position, unless no longer qualified for the position.

An employee who is a member of the Armed Forces Reserve or the National Guard and who is required to attend annual active duty for training or other short term (two weeks or less) reserve or Guard duty is eligible for military leave of absence. Such time off will not be considered vacation time. If the employee’s military pay for training is less than his or her average Company earnings for a like period, Blue Chip 2000 will pay the difference to the employee for a period not exceeding two weeks, annually.

## **BEREAVEMENT LEAVE**

In the event of a death of your immediate family, you may have time needed up to three working days, without pay, to handle family affairs and attend the funeral. Immediate family is defined as father, mother, sister, brother, spouse, child, grandparents, grandchildren, nieces, nephews, in-laws of the same degree, and domestic partners.

## **JURY AND WITNESS DUTY**

Company policy is to encourage employees to serve on jury panels. An employee should inquire about the duration of the jury trial in advance of accepting such service. Blue Chip 2000 will pay the difference between your regular earnings and the fee you will receive for jury service. Please contact your supervisor promptly after receiving notification to appear.

The Company is aware that employees may be subpoenaed to appear in trials as witnesses. In these cases, the Company will grant time off without pay.

## **HOLIDAY POLICY**

Hourly Full-time employees working at least 1880 hours per year are eligible for holiday pay. The following holidays are observed by the company:

New Year's Day  
Thanksgiving Day  
Christmas Day

If any scheduled paid holiday falls on a Saturday, the holiday will usually be observed on the preceding Friday. If the holiday falls on a Sunday, the following Monday will usually be observed as the holiday.

Employees may not elect financial compensation in lieu of taking time off for the holiday. If an exempt employee is asked to work on a holiday, an alternate day off should be taken within that pay period.

Employees who fail to report to work without prior approval on the day prior to and the day immediately following the holiday will not be paid for the holiday. This policy supersedes any previous policies and is effective 03/01/2017.

## **VACATION PAY: NON-EXEMPT EMPLOYEES**

Non-exempt or those employees paid hourly are not eligible for vacation effective 03/01/2017. Employees hired prior to 03/01/2017 will be **grandfathered under the previous vacation policy's accruals and eligibility requirements**. Employees eligible for vacation under the previous policy who leave Blue Chip and are re-hired will fall under the new policy and will no longer be eligible for vacation accrual.

**Applies to non-exempt hourly employees hired before 03/01/2017: Grandfathered policy**



All full-time employees are eligible for vacation. Temporary employees and part-time employees working less than 1880 hours per year are not eligible for vacation.

Vacation days are earned based on an employee's length of service and is accrued as follows:

<u>Length of Service</u>	<u>Days of Vacation</u>
12 months	5 days
48 months	10 days

Vacation time may be taken in increments of one full day but in all cases must be prescheduled and preapproved. Requests for time off should be submitted to your supervisor at least 30 days prior to the anticipated vacation. The company will attempt to grant all employees vacation at the time they desire to take it. However, Blue Chip must maintain adequate staffing at all times. Management reserves the right to decline a vacation request due to schedule conflicts or workload coverage. Employees must use any earned vacation during the year it's accrued. Vacation days do not carry over from year to year and pay will not be granted in lieu of vacation time not taken.

#### **VACATION PAY: EXEMPT EMPLOYEES**

All full-time exempt employees paid as salary are eligible for vacation following one year of service. Vacation time may be taken in increments of one full day but in all cases must be prescheduled and preapproved. Requests for time off should be submitted to your supervisor at least 30 days prior to the anticipated vacation. The company will attempt to grant all employees vacation at the time they desire to take it. However, Blue Chip must maintain adequate staffing at all times. Management reserves the right to decline a vacation request due to schedule conflicts or workload coverage. Employees must use any earned vacation during the year it's accrued. Vacation days **do not** carry over from year to year and pay will not be granted in lieu of vacation time. Should an employee be unable to take vacation due to special circumstances, a written request for carry over may be submitted to the VP of Operation for approval. This must be documented prior to your anniversary date and must be approved in writing and submitted to payroll.

Vacation days are earned based on an employee's length of service and is accrued as follows:

<u>Length of Service</u>	<u>Days of Vacation</u>
12 months	5 days
48 months	10 days

#### ***OVERTIME***

Holidays and vacation days are **not** considered a day worked for purposes of calculating overtime unless work is actually performed.

#### ***TERMINATION & VACATION***

Employees who resign and provide a two week notice will have payment for vacation time earned but not taken, included in their final checks. Employees whose employment ends due to performance will not be eligible for any additional compensation for unused vacation.

## **PERSONNEL FILES**

Blue Chip 2000 maintains up-to-date personnel files on all employees. It is important to keep your records timely because this information is used for benefit administration. We respect your right to have the information on your records treated confidentially. Contact your supervisor or manager if there are any changes in your:

- Home address
- Telephone number
- Emergency contact
- Marital status
- Number of dependents
- Military status

You may review your personnel file by contacting your supervisor and arranging a time to do so.

## **RELEASE OF INFORMATION**

Except for records and information that we are required to provide by law, no information about you will be released unless there is a signed authorization form from you on file and the request is in writing, or unless we are served with proper legal process requiring disclosure.

## **EMPLOYMENT OF RELATIVES**

Blue Chip 2000 has no prohibition against hiring relatives. However, one general restriction has been established to help assure fair treatment of all employees. While we accept and consider applications for employment from relatives, close family members such as parents, children, spouses, or in-laws, will not be hired into or transferred into other positions where they directly or indirectly supervise or are supervised by another family member, absent special circumstances.

## **CONSIDERATION FOR SMOKERS AND NONSMOKERS**

Employees are requested to confine smoking to the designated smoking area, if such an area is available. Smokers are further requested to have consideration for their non-smoking co-workers. Where local ordinances are in effect, they will be observed.

## **TELEPHONE USE**

Telephones are a vital part of our business since much of our business is handled on the phone. Personal use of the telephone should be limited to emergencies and unusual

circumstances. Personal calls should be brief. Personal long distance calls not billed to the employee may not be made.

### **POLITICAL ACTIVITY**

Blue Chip 2000 respects and encourages employee participation in political activities, but not on behalf of, or as a representative of the Company or on Company time.

### **OUTSIDE EMPLOYMENT**

Blue Chip 2000 does not limit an employee's activities during non-working hours, unless those activities interfere with or are in conflict with the performance of his or her job, or create a conflict of interest.

### **ADDITIONS AND CHANGES**

The Blue Chip 2000 employee handbook is intended to give you a general overview of the Company and information regarding the policies and benefits. Because we operate in a dynamic industry, some policies and benefit programs currently in effect may be revised, suspended, or eliminated by Blue Chip 2000 in response to business needs or changing legal requirements.

The Company may at any time add, change, or rescind any policy or practice at its sole discretion, without notice. Nothing in this handbook in any way creates an express or implied contract of employment, and all employees are at will and may be terminated at any time with or without cause or notice. Likewise, all employees may resign at any time.

### **BLUE CHIP 2000 EMPLOYEE PROPRIETARY INFORMATION AGREEMENT**

In consideration and as a condition of my employment, or continuing employment, by Blue Chip 2000 and/or by companies which it owns, controls, or is affiliated with, or their successors in business (the "Company"), and the compensation paid therefor:

**1. Confidentiality.** I agree to keep confidential, except as the Company may otherwise consent in writing, and not to disclose, or make any use of except for the benefit of the Company, at any time either during or subsequent to my employment, any trade secrets, confidential information, knowledge, data, or other information of the Company relating to products, processes, know-how, designs, customer lists, business plans, marketing plans and strategies, and pricing strategies, or any subject matter pertaining to any business of the Company or any of its clients, licensees or affiliates, which I may produce, obtain, or otherwise acquire during the course of my employment, except as herein provided. I further agree not to deliver, reproduce or in any way allow any such trade secrets, confidential information, knowledge, data, or other information, or

any documentation relating thereto, to be delivered or used by any third parties without specific direction or consent of a duly authorized representative of the Company.

**2. Conflicting Employment; Return of Confidential Material.** I agree that during my employment with the Company I will not engage in any other employment, occupation, consulting, or other activity relating to the business in which the Company is then engaged, or which would otherwise conflict with my obligations to the Company. In the event of my termination of employment with the Company for any reason whatsoever, I agree to promptly surrender and deliver to the Company all records, materials, equipment, drawings, and data of any nature pertaining to any invention or confidential information of the Company or to my employment, and I will not take with me any description containing or pertaining to any confidential information, knowledge, or data of the Company which I may produce or obtain during the course of my employment. In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit A.

**3. Maintenance of Records.** I agree to keep and maintain adequate and current written records of all sales and customer transactions, which records shall be available to and remain the sole property of the Company at all times.

**4. Modification.** The agreement may not be changed, modified, released, discharged, abandoned, or otherwise amended, in whole or in part, except by an instrument in writing, signed by the employee and the Company. I agree that any subsequent change or changes in my duties, salary, or compensation shall not affect the validity or scope of this Agreement.

**5. Entire Agreement.** I acknowledge receipt of this Agreement, and agree that with respect to the subject matter thereof it is my entire agreement with the Company, superseding any previous oral or written communications, representations, understandings, or agreements with the Company or any officer or representative thereof.

**6. Severability.** In the event that any paragraph or provision of this Agreement shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Agreement and the entire agreement shall not fail on account thereof, but shall otherwise remain in full force and effect.

**7. Successors and Assigns.** This Agreement shall be binding upon my heirs, executors, administrators, or other legal representatives and is for the benefit of the Company, its successors and assigns.

**8. Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.

**9. Counterparts.** This Agreement may be signed in two counterparts, each of which shall be deemed an original and both of which shall together constitute one agreement.

Dated: \_\_\_\_\_

Accepted and Agreed:

Blue Chip 2000

\_\_\_\_\_

By \_\_\_\_\_ Employee

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Witness

## **BLUE CHIP 2000**

### **TERMINATION CERTIFICATION**

This is to certify that I do not have in my possession nor have I failed to return any documents, data, customer lists, customer records, sales records, or copies of them, or other documents or materials, equipment or other property belonging to the Company, its successors and assigns.

I further agree that in compliance with the Employee Proprietary Information Agreement, I will preserve as confidential all trade secrets, confidential information, knowledge, data, or other information relating to products, processes, know-how, designs, formulas, test data, customer lists, or other subject matter pertaining to any business of the Company or any of its clients, customers, consultants, licensees or affiliates.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature

### **NON-SOLICITATION AND NON-DISCLOSURE AGREEMENT**

This Non-Solicitation and Non-Disclosure Agreement ("Agreement") is entered effective as of \_\_\_\_\_ by and between **BLUE CHIP 2000 COMMERCIAL CLEANING, INC.**, an Ohio corporation having a mailing address of 6001 Madison Rd., Cincinnati, Ohio 45227 (the "Company"), and \_\_\_\_\_ an individual having a mailing address of \_\_\_\_\_ (the "Employee"). Both the Company and the Employee may be referred to herein as the "parties".

#### **Recitals:**

A. The Company is willing to hire the Employee, but not at the risk of jeopardizing its position in the marketplace.

B. If the Employee is employed by the Company, he will be exposed to the information concerning the Company's services, pricing, trade methods, the identity of the Company's customers, suppliers, and other proprietary information of the Company.

C. In consideration of the Company's employment of the Employee and other good and valuable consideration, the Employee makes the following agreements and covenants contained herein.

**NOW, THEREFORE**, the parties agree as follows:

**1. Non-Solicitation: Non-Disclosure of Confidential Information.**

(a) The employee hereby agrees that, while he is an employee of the Company and during the “restricted period” (as defined below), he shall not, either individually or in conjunction with others, directly or indirectly (whether as an officer, director, employee, partner, consultant, or in any other manner or capacity), serve or solicit any “customers of the Company” (as defined below) during the portion of the restricted period which follows the termination of his or her employment with the Company.

(b) The employee hereby agrees that while he or she is an employee of the Company and during the “restricted period” he shall not disclose to any person engaged in a business enterprise that directly competes with the Company any “confidential information” (as defined below) that would aid the Company’s competitors. Upon the termination of his or her employment with the Company for any reason, the Employee agrees to return or leave with the Company, without making or retaining copies thereof, all documents containing confidential information.

(c) As used herein, (i) “restricted period” means a 24 hour period of 24 months immediately following the termination of the Employee’s employment with the Company, (ii) “customers of the Company” means all buyers, customers, and clients and all prospective buyers, customers, and clients of the Company during the 24 months preceding the date on which the Employee’s employment terminates: and (iii) “confidential information” means trade secrets, know-how, marketing methods, customer lists and other information of the Company which relate to its actual or proposed business activities during the period of the Employee’s employment with the Company, and which is not generally known in the relevant trade or industry.

**2. Enforcement.**

If it is judicially determined that any portion of this Agreement is inconsistent with any applicable laws (statute, common law, or otherwise), then it is hereby agreed between the parties that the applicable portion shall be, and hereby is redrafted to conform with those applicable laws, while leaving remaining portions intact. The Company and the Employee covenant and agree that the Company may enforce this Agreement by obtaining appropriate court orders and/or equity injunctions of whatever nature or kind, and the Employee hereby consents to the jurisdiction of any court located in the State of Ohio and agrees to be bound by its judgment and/or injunction, and agrees to abide by any other jurisdictions’ courts enforcing such Ohio court order and/or injunction. The Company and the Employee acknowledge that the Company will be irrevocably harmed by the Employee’s breach of this Agreement, and the Company shall be entitled to an injunction against the Employee in order to enforce this Agreement. The Company’s right to obtain an injunction against the Employee shall be in addition to any other rights which the Company may obtain against the Employee if this Agreement is breached by the Employee. The Company may apply for a temporary restraining order or preliminary injunction against the Employee and the Employee hereby waives any notice to which the Employee might be entitled, and consents to any court order and/or injunction and agrees that any bond required by the court in conjunction with any temporary restraining order or preliminary injunction shall not exceed \$100.00. The Employee recognizes that he or she has entered into this Agreement for full and adequate consideration, and

acknowledges that the Company will be harmed by the Employee's violation of the terms hereof, and accordingly, prospectively grants to the Company any and all rights and waivers to allow the Company to enforce the terms of this Agreement.

**3. Miscellaneous.**

All notices given to either party hereunder shall be deemed given when mailed by certified United States mail, postage pre-paid, addressed to the other party at the address set forth above, or at such other address as the parties later designate in a written notice sent to the other party. Any reference herein to the masculine gender shall be deemed to include the feminine and neutral genders unless the content otherwise requires. Failure to insist upon the strict compliance of any of the terms, promises, or conditions of this Agreement, shall not be deemed a waiver of such term, promise, or condition, nor shall any waiver or relinquishment of any right or power at any other time or times. This Agreement shall be governed by the laws of the State of Ohio. The captions at the beginning of the several sections and paragraphs of this Agreement are not a part of the context hereof, but are only guides or labels to assist in locating and reading such sections and paragraphs, and shall be given no effect in construing this Agreement. This Agreement contains the entire understanding between the Company and the Employee as it relates to the subject matter contained herein, and this Agreement may not be changed except in an agreement in writing signed by the parties hereto.

Signed as of the day and year first above written.

**By:** \_\_\_\_\_  
**Employee**

## Clock Out Procedures for Blue Chip 2000

- Dial 561-6925 on a telephone located AT THE JOB SITE where you are working.
  - At the prompt, enter your employee identification number. **You cannot start work without an identification number. Hours logged without an identification number will not be paid, so make sure you get an identification number.**

**Employee**

**Manager**

\_\_\_\_\_

\_\_\_\_\_

**Date**

**Date**

\_\_\_\_\_

\_\_\_\_\_



## **BLUE CHIP 2000 EMPLOYEE HANDBOOK**

### **Acknowledgment**

I have received a copy of the Blue Chip 2000 Employee Handbook and have read it carefully and understand its contents. I have had an opportunity to ask questions about the rules and information contained in it. I understand the handbook is intended to provide an overview of the Company's personnel policies and does not necessarily represent all policies in force. The Company may at any time add, change, or rescind any policy or practice at its sole discretion, without notice.

I understand that my employment and compensation are for no fixed term and may be terminated by the Company at any time with or without cause or notice. Likewise, I may resign at any time. I understand that nothing in this handbook in any way creates an express or implied contract of employment between Blue Chip 2000 and me. I further understand and agree that no person other than the President has the authority to enter into any agreement different than what is stated herein, and that such agreement must be in writing.

I also understand that no employee, officer, or other representative of Blue Chip 2000 has the authority to make any oral promise of continued employment or enter into any oral contract of employment.

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Employee Name

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Date

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Employee Signature

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Date