

MAHLER ENTERPRISES, INC.

**WISCONSIN
FIELD
EMPLOYEE MANUAL**

March 2016

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WELCOME!

Everyone at MahlerClean (A division of Mahler Enterprises, Inc.) is very happy you have joined our team and confident you will enjoy working with us. Here at MahlerClean we believe deeply in the Art of Service, Superior Quality, Honesty, and Integrity. These are our core values. Our mission is to help people live better by providing a thoughtful service experience.

Each of our new MahlerClean employees will go through a training class and participate in on-the-job training to ensure the best quality performance for our clients. In this program, you will learn about equipment, supplies, procedures, and safety. The program will occasionally be supplemented by on-going training as new products, procedures or policies are implemented. If there is anything you do not understand, please do not hesitate to ask questions. We are all here to learn from each other.

MahlerClean offers a full range of janitorial services to a variety of clients throughout Wisconsin and Minnesota. Our objective is to provide the highest quality of service to our clients and to provide all of us with job security, competitive wages and opportunities for advancement through growth.

Our communication policies are meant to keep information flowing both ways. We want to have open, honest, two-way communication with all employees. We appreciate any ideas, concerns or input you have. Please feel free to contact your Account Executive, District Manager or our office with these thoughts. We believe the best way MahlerClean can grow and compete is to offer fair competitive wages combined with safe, pleasant working conditions.

MahlerClean reserves the right to interpret, amend, delete, or modify any provision contained in this Manual at any time, in its sole discretion, with or without advance notice. MahlerClean will provide you with written documentation of any changes or modifications to this Manual, and it may require that you sign a form acknowledging that you received and understand this written document.

I. COMPANY HISTORY

Mahler Enterprises, Inc. is one of the nation's premier facilities cleaning and domestic staff placement services. MahlerClean's success is a story of hard work.

The drive and entrepreneurial vision that characterizes MahlerClean today began when MahlerClean's founder, Peter Mahler, began his first house cleaning company while attending high school and then college at Marquette University in Milwaukee, WI. Peter sold that first business after graduation, and after three other jobs, he decided to return to his cleaning roots in 1989 when he created MahlerClean (A division of Mahler Enterprises, Inc.), a cleaning business targeting owner occupied buildings. Former residential clients asked him for leads of people who could care for their homes. It became clear to Mahler that there was a niche in the market of placing staff in fine homes. Today, Mahler provides staff for homes, offices, and family offices across the country.

From the outset, Mahler determined that his new venture would set itself apart by paying close attention to client needs, and by providing reliable, high-quality services. He also determined that MahlerClean would demonstrate this commitment by requiring employees at all levels of the organization to engage in MahlerClean's core competencies and business values. Many of MahlerClean's essential management personnel are drawn from the ranks of the staff that first worked with Mahler cleaning the buildings of MahlerClean's first clients.

From the beginning, MahlerCleans commitment to hard work, good value, and honesty has allowed MahlerClean to grow entirely on client referrals. And today, more than 500 highly skilled and dedicated employees serve MahlerClean's clients – clients that represent some of the most influential businesses and families in the nation.

However, the heart of MahlerClean remains the same: dedicated employees working hard to serve each client to the utmost of their abilities.

II. AT-WILL EMPLOYMENT

This Field Employee Manual ("Manual") is intended to provide an overview of MahlerClean's policies, procedures and benefits. It is not and should not be construed to constitute a contract of employment. Absent a written employment agreement signed by MahlerClean's President, MahlerClean's employees are employed on an at-will basis, which means that either MahlerClean or the employee can terminate the employment relationship with or without cause and with or without notice.

III. EQUAL OPPORTUNITY POLICY

MahlerClean is an equal opportunity employer. MahlerClean seeks to employ the most qualified personnel in every position. MahlerClean will not discriminate against nor give preference to any employees or applicants on the basis of their age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off MahlerClean's premises during non-working hours, or any other characteristic protected by federal, state or local law. This Policy applies to all employment practices and personnel actions, including, but not limited to, recruitment, hiring, promotions, benefits, compensation, transfers, discipline, termination, and other terms and conditions of employment.

Each employee, supervisor, and member of management will give this Policy full support through leadership and personal example. It is also the duty of every employee to help create a work environment that promotes equal opportunity.

IV. REASONABLE ACCOMMODATION

MahlerClean is an equal opportunity employer. MahlerClean seeks to employ the most qualified personnel in every position. MahlerClean will not discriminate against nor give preference to any employees or applicants on the basis of their race, color, sex, national origin, age, religion, disability, sexual orientation, marital status, ancestry, veteran status, or any other characteristic protected by federal, state or local law. This Policy applies to all employment practices and personnel actions, including, but not limited to, recruitment, hiring, promotions, benefits, compensation, transfers, discipline, termination, and other terms and conditions of employment.

Each employee, supervisor, and member of management will give this Policy full support through leadership and personal example. It is also the duty of every employee to help create a work environment that promotes equal opportunity.

V. ANTI-HARASSMENT POLICY

MahlerClean is committed to providing a professional work environment. This means that MahlerClean will not tolerate harassment directed at an employee, client or vendor whether sexual harassment or harassment based on his/her age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off MahlerClean's premises during non-working hours, or any other characteristic protected by federal, state or local law.

A. WHAT IS SEXUAL HARASSMENT?

Unwelcome conduct of a sexual nature constitutes sexual harassment if any of the following apply:

1. Submission to such conduct is explicitly or implicitly made a term or condition of employment; or
2. Submission to or rejection of such conduct is the basis for decisions that affect the terms and conditions of employment; or
3. Such conduct has the purpose or effect of creating a sexually hostile work environment.

The following are examples of unwelcome conduct which could violate this Policy: Sexual advances or requests for sexual favors; verbal conduct of a sexual nature, e.g., comments about an individual's body, physical attributes, sexual activities, etc.; displays of a sexual nature, e.g., calendars, photographs, magazines, etc.; or offensive sexual jokes.

B. WHAT OTHER KINDS OF HARASSMENT ARE PROHIBITED?

MahlerClean's policy is to provide an atmosphere free from discriminatory intimidation, ridicule and insult based upon age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off MahlerClean's premises during non-working hours, or any other characteristic protected by federal, state or local law. For example, unwelcome jokes concerning an individual's age, race, disability, or ethnicity are unacceptable.

C. WHAT SHOULD YOU DO IF YOU BELIEVE YOU ARE BEING HARASSED IN VIOLATION OF THIS POLICY?

You **must promptly report** the conduct to your immediate supervisor or to any other member of MahlerClean's management. MahlerClean will thoroughly and promptly investigate all complaints of sexual harassment. We will, to the greatest extent possible, maintain the confidentiality of those involved in a sexual harassment investigation. The information you provide will be shared on a "need-to-know" basis only.

D. WHAT SHOULD YOU DO IF YOU ARE AWARE OF ANOTHER EMPLOYEE, CLIENT OR VENDOR WHO, YOU BELIEVE, IS BEING HARASSED IN VIOLATION OF THIS POLICY?

You **must promptly report** your concerns as described in the immediately preceding paragraph. All employees, whether victims of harassment or not, are expected and required to bring violations of this Policy to the attention of MahlerClean by informing one of the individuals described above.

E. WHAT SHOULD YOU DO IF A CLIENT, CLIENT EMPLOYEE OR VENDOR TREATS YOU OR ANOTHER EMPLOYEE OF MAHLERCLEAN IN A WAY THAT MIGHT VIOLATE THIS POLICY?

You **must promptly report** the concerns as if the harassment were done by an employee or agent of MahlerClean.

F. WHAT WILL BE DONE TO THOSE WHO VIOLATE THIS POLICY?

If an investigation into a complaint of sexual harassment confirms that a violation of this Policy has occurred, MahlerClean will take appropriate disciplinary action, including, but not limited to, a warning, counseling, training,

reassignment, demotion, pay cut, or termination of the violator's employment. In the case of client or vendor harassment, MahlerClean will act promptly to remedy the harassment and prevent further occurrences.

G. NO RETALIATION.

There will be no retaliation against anyone who, in good faith, makes a report of a violation of this Policy or who assists in the investigation of such a complaint. Any MahlerClean employee who retaliates against another employee for making a complaint under this Policy will be subject to dismissal.

VI. VIOLENCE/THREATS OF VIOLENCE IN THE WORKPLACE POLICY

Increasingly, violence in the workplace represents a threat to safety. At MahlerClean, we have adopted a zero tolerance policy for violence in the workplace. MahlerClean has adopted a presumption in favor of terminating any employee involved in any physical altercation with an employee, client, vendor, or agent of MahlerClean. This presumption applies whether the altercation took place on or off MahlerClean premises. This presumption in favor of employment termination will be overcome where an employee can demonstrate that his/her physical contact with the other party was (a) provoked AND (b) necessary for legitimate self-defense. If an employee is capable of ending an altercation started by another employee by walking away, he/she is expected to walk away and to avoid additional physical contact with that individual.

MahlerClean intends to take threats of violence seriously, too, whether verbal, written, or otherwise. Any employee who threatens the safety or well-being of another MahlerClean employee, client, vendor, or agent will be terminated. Threats of violence characterized as a "joke" will not be tolerated by MahlerClean. We encourage employees to report any restraining orders to MahlerClean.

VII. PAY PERIODS AND EMPLOYMENT PRACTICES

A. PAY PERIODS

We use a semi-monthly pay period. There will be two (2) pay periods and two (2) paychecks every month. Employees will receive their paychecks via direct deposit. For direct deposit, please complete the appropriate authorization form.

B. OVERTIME

Exempt employees are not entitled to overtime compensation. All full-time exempt employees are generally expected to work forty (40) hours each week. All non-exempt, hourly employees will be compensated at a rate of time and one-half for all hours worked in excess of forty (40) in any one workweek. Used PTO and holidays are not included in calculating hours worked for overtime purposes. Your supervisor will notify you as soon as possible regarding scheduling needs. Alternatively, if you feel you cannot complete your assigned work within a 40-hour workweek, discuss the situation with your supervisor.

All overtime must be approved by your supervisor prior to working more than forty (40) hours in a workweek. Failure to obtain advance approval to work overtime from your supervisor may result in discipline, up to and including termination. For the purpose of calculating overtime, the workweek begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday.

C. COMMITMENT TO PROPER PAYMENT OF EXEMPT EMPLOYEES

MahlerClean will not make deductions from the pay of exempt, salaried employees because of variations in the quality or quantity of their work, nor will MahlerClean make any other impermissible deductions from their pay under the federal or state wage and hour laws. To ensure that you are paid properly and that no improper deductions are made, you must review your pay stubs promptly to identify and report errors. If you believe you have been subject to any improper deductions, you should immediately report the matter to your Account Executive or Human Resources. MahlerClean will promptly investigate any complaints and take any necessary action to remedy wage and hour issues. If MahlerClean determines that an impermissible deduction has been made from an exempt, salaried employee's pay, MahlerClean will reimburse that employee, in full, for the improper deduction, and MahlerClean will take all actions it deems necessary to ensure compliance with the salary basis test in the future. There will be no retaliation against anyone who, in good faith, makes a complaint under this Policy.

Your salary may be reduced for certain types of deductions such as your portion of insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

D. TIMEKEEPING SYSTEM

1. All employees are required to check themselves in/out from MahlerClean's telephone timekeeping system.
2. The phone number to call for use of the timekeeping system properly will be listed on your identification badge.
3. If another person calls in or out for you, this will be considered falsifying time and is grounds for disciplinary action, up to and including termination.
4. All employees are required to call in and out from a designated phone at the account location. If an employee calls in or out from an alternate location, cell phone or any other unauthorized number, this will be considered falsifying time and is grounds for disciplinary action, up to and including termination.
5. You will be assigned a budgeted time in which your account should be cleaned and up to our expectations. If you should need additional time, you will need to get prior approval from an Account Executive or other manager. Working additional time without approval will result in disciplinary action, up to and including termination.
6. Account Managers will notify the MahlerClean office of anyone reporting late or not showing up for work.
7. In case of an emergency or service problem, please call our twenty-four (24) hour answering service at 800-943-7373 and have the on-call manager notified. The answering service will ask you several important questions. Who should they contact? What account are you working at? What is the phone number where you can be reached? Should this message get paged out to the on-call manager? What is the message or problem regarding?
8. Please note that when calling the timekeeping system and the answering service, you may occasionally get a busy signal or continuous ringing. If this happens, please hang up and call right back.

E. BREAKS & LUNCHES

Employees working a four (4) hour shift may take a ten (10) minute paid break during their shift.

If you are a full-time employee, you are eligible to take two ten (10) minute breaks, one during the first half of your shift and one during the second half of your shift, as well as a scheduled **unpaid** one-half hour lunch break. All breaks should be scheduled at the client's convenience in cooperation with the MahlerClean office. You are required to clock out from the timekeeping system at anytime that you leave the job site. **Note: 30 minutes will auto-deduct during any shift exceeding 6 hours.**

Please check with your Account Executive if you have any questions about the break schedule for your account.

F. ATTENDANCE/TIMELINESS

Regular and timely attendance is expected of every employee. MahlerClean places great emphasis on attendance. Frequent absence or tardiness places an extra burden on your co-workers. It is your responsibility to arrive on time each day, and ready to work at the beginning of your shift.

1. In case of an absence, you must contact the MahlerClean office at least four (4) hours prior to the start of your shift. As a general guideline:
 - If you are a 2nd shift employee, please call no later than 2pm.
 - If you are a 1st shift employee, please call no later than 6am.
2. You will be considered tardy if you report to work more than fifteen (15) minutes late. If you report to work more than three (3) hours late, your lateness will be considered an absence under this policy.
3. Excessive absenteeism or tardiness, as determined in MahlerClean's sole discretion, may result in disciplinary action, up to and including termination. Wisconsin law provides that employees discharged for excessive absenteeism or tardiness, without providing adequate notice, will be unable to claim unemployment benefits for six (6) weeks following the end of the week of discharge.
4. **IMPORTANT*** If you do not call and you do not show up for work, you will be subject to disciplinary action. If you have two (2) consecutive no call/no shows, MAHLERCLEAN will assume that you have quit.**
5. Anyone absent for an illness for three (3) or more calendar days must provide the office with a written doctor's excuse in order to return to work. MahlerClean reserves the right to request written medical excuses at its discretion, such as in the case of repeated occurrences of short-term absence. Failure to provide documentation may be grounds for disciplinary action, up to and including termination.
6. To request time off for non-Family and Medical Leave Act purposes or non-medical purposes, you must notify our office in writing at least five (5) days in advance so another person can be scheduled to cover your absence. Time off is generally possible with proper planning. Please use a personnel form to complete your request and submit to your manager.

G. OPEN DOOR POLICY

To avoid any misunderstandings, all MahlerClean employees are encouraged to discuss fully any work-related problems with their Account Executive, District Manager or our office. As a matter of general policy, managers at all levels will provide an open door for discussion and a receptive ear to review all employee suggestions or complaints concerning work practices and procedures. This Policy does not apply to MahlerClean's termination decisions.

H. NOTICE

Although not required, MahlerClean does request that you give us a two (2) week notice if you choose to resign from your position. Failure to do so will result in the following: (1) forfeiture of accrued, unused Personal Time Off and (2) ineligibility for rehire. (3) Any unpaid wages will be paid at the current rate for minimum wage.

Please note that due to the competitive nature of MahlerClean's business, should a two-week notice and resignation be given in certain positions, we may choose to have you leave your position immediately upon resignation, without working to complete the two-week notice.

VIII. TRAINING BASICS

A. UNIFORMS, GENERAL DRESS CODE AND BADGES

1. Uniforms.

Must be worn during work hours.

Must be clean and in good repair.

Each employee is required to purchase one (1) uniform shirt. The care and maintenance of these uniforms are your responsibility. You may purchase the uniforms from MahlerClean by authorizing MahlerClean in writing to deduct the cost of the uniforms from your paycheck. If financing arrangements are necessary, please discuss them at the time of hire.

2. General Dress Code.

Employees must report to work in sensible attire. Slacks, appropriate length shorts (no more than two inches (2") above the knee), and low-heeled shoes are acceptable (sandals and high heeled shoes are a safety hazard and are not acceptable). We expect all employees to report to work in a clean uniform and presentable appearance. Sweatpants are not acceptable.

Any employee reporting to work in unacceptable dress will be sent home to change and may be subject to disciplinary action. Exempt employees who are sent home to change will also be required to use Personal Time Off for all time spent away from work.

*******Coats are not to be worn during work. Cell phone use is not permitted during working hours. Head coverings, including hats, can only be worn while working if required by your religious practice.**

Bags and purses are to be left in the coat check area of your account and are not to be carried around an account. MahlerClean is not responsible for items lost or stolen out of bags or purses.

3. Use of Electronic Devices such as iPod/MP3 Players.

MahlerClean has a limited use policy where electronic devices such as iPod/MP3 players are permitted. Headphones must be used and your device should not be heard by others. You must still be able to respond to others communicating with you in your vicinity. You should be aware of your surroundings at all times. You may not use such devices while operating power equipment of any kind.

4. Identification Badges.

All new employees will be issued a picture identification badge. Your I.D. badge must be worn at all times, with your name and picture visible, when you are at work. Lost I.D.'s must be replaced immediately. You may purchase a replacement I.D. badge from MahlerClean at a cost of Five Dollars (\$5.00). With your prior written authorization, MahlerClean will deduct this amount from your paycheck.

When your employment with MahlerClean ends, you will be expected to return your I.D. badge, as your badges always remain the property of MahlerClean.

B. EMPLOYEE RESPONSIBILITY

1. Employees are responsible for work they are assigned.

- a. Assignments may change, and an employee may be cross-trained on a number of accounts in a given geographical area.
- b. The on-site Account Manager is in charge of assignments. Assignments may change within an account based on client need.
- c. A company is only able to grow, give raises and/or benefits in relation to its profitability. Staying within the budgeted hours without overtime or special crew billing is vital to MahlerClean's business.
- d. Each account has an Account Binder in which all information regarding the account is kept. Schedules for carpet cleaning, project work, etc. are here, as well as a log to record the work's completion. Safety Data Sheets ("SDS"), copies of recycling procedures, as well as MahlerClean policies can be found in the binder. Each employee is responsible for knowing the location of the binder and for recording any project work in which they are involved, such as floor care or specially scheduled detail cleaning.

2. Safety Goggles.

All employees will be issued a pair of safety glasses upon hire. If an employee loses these glasses and requires an additional pair, the employee will be responsible for replacing his/her safety glasses.

C. DRIVING POLICY

The safety and well-being of our employees is of critical importance. Therefore, we each have a responsibility to protect ourselves when on the road, but should also do our part to protect those around us. Employees that are authorized and required to drive on MahlerClean business at any time must comply with the following requirements.

1. Valid Driver's License.

Authorized employees who operate motor vehicles in the course of their employment with MahlerClean must have a valid and current driver's license free of any suspension or restriction that would prohibit them from driving for MahlerClean purposes. MahlerClean will periodically secure a copy of the driving records of all drivers authorized to drive for MahlerClean business. If you are required to drive for MahlerClean, it is your responsibility to advise MahlerClean of any changes in your license.

2. Current Insurance.

Employees must also, at a minimum, maintain motor vehicle insurance at the coverage levels required by law. Proof of insurance must be provided to MahlerClean upon request.

3. General Safety Guidelines.

- a. All employees are expected to wear seatbelts at all times while in a moving vehicle being used for MahlerClean business, whether they are the driver or the passenger.
- b. Use of alcohol, drugs or other substances, including certain over-the-counter cold or allergy medications, that in any way impair driving ability, is strictly prohibited.
- c. All employees are expected to follow all driving laws and safety rules, such as adhering to posted speed limits, following directional signs and using turn signals.
- d. Use of cell phones or other mobile devices (e.g., iPods and global positioning systems) while driving on MahlerClean business is strictly prohibited. Drivers who need to make or take a phone call must pull over to a safe location before using a cell phone.
- e. Engaging in other distracting activities, including, but not limited to, eating, putting on makeup, reading, or changing radio stations or music, is also strictly prohibited while driving, even when in slow-moving traffic.
- f. Employees must promptly report any accidents, regardless of how minor, that occur while on MahlerClean business to local law enforcement as well as their supervisor.
- g. Employees must promptly report to their supervisor any driving citations that they receive while driving in the course of their employment with MahlerClean.

Employees who drive negligently, cause an accident, or fail to comply with any of this Policy's requirements are subject to immediate disciplinary action, up to and including termination of employment.

D. REFERRALS

Any employee that refers someone to work at MahlerClean will be paid Fifty Dollars (\$50.00) if that person(s) is employed with MahlerClean for at least ninety (90) days. The name of the referring employee must be put on the application at time of hiring. You and the employee you referred both must be employed on the ninetieth (90th) day following the referral's hire to receive the bonus.

E. FAMILY AND MEDICAL LEAVE

MahlerClean's Family and Medical Leave Policy (the "Policy") is intended to conform to, and not exceed, the requirements of the federal Family and Medical Leave Act of 1993, as amended ("FMLA"), and the Wisconsin Family and Medical Leave Act ("WFMLA"). This Policy is intended to comply with applicable laws and does not necessarily incorporate all provisions of such laws directly into the Company's personnel policies. This Policy does not repeat every provision of the FMLA's or WFMLA's statutory or regulatory requirements. You may contact a Human Resources representative if you have specific questions regarding the FMLA, WFMLA, or this Policy.

Family and medical leave taken under this Policy may be covered by federal law, state law or both. When leave taken by employees under this Policy is governed by both federal and state law, the more generous provision will control in the event of a conflict. However, when leaves are governed by state or federal law, but not both, the applicable law will control under this Policy. In this regard, you should note that certain leaves may be covered by both state and federal law for only a portion of the leave.

1. Eligibility Requirements.

To be eligible for leave under federal law, you must have been employed by MahlerClean for at least twelve (12) months, must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the requested leave, and be employed at a worksite where 50 or more employees are employed by MahlerClean within a 75-mile radius of that worksite. The 12 months that an employee must have been employed by MahlerClean need not be consecutive. To be eligible for leave under Wisconsin law, an employee must have been paid for at least 1,000 hours in the 52 weeks immediately preceding the request for leave. The kind and amount of leave available to you under this Policy, as well as your rights during leave, depend on whether you meet the above requirements.

2. Types of Leave Available.

MahlerClean provides family and medical leave for eligible employees under the following circumstances:

- a. For the birth of the eligible employee's child and to care for a newborn child.
- b. For placement with the eligible employee of a child for adoption or foster care.
- c. To care for an eligible employee's spouse, child or parent, and in accordance with state law, domestic partner and the parent of a domestic partner with a serious health condition.
- d. Because of a serious health condition that makes the eligible employee unable to perform any of the essential functions of the employee's job.
- e. Because of a "qualifying exigency" arising out of the fact that the eligible employee's spouse, son, daughter or parent is a member of the Armed Forces, including the National Guard or

Reserves or retired member of the Armed Forces, on covered active duty (or has been notified of an impending call or order to report to covered active duty) in support of a contingency operation.

- f. For an eligible employee to care for his/her spouse, son, daughter, parent or next of kin who is a covered servicemember or veteran with a serious injury or illness.

See a Human Resources Representative to determine whether your request for leave qualifies under one of the above categories.

3. Certification.

If leave is requested due to your own serious health condition, the serious health condition of your spouse, child, parent or parent in-law (including the parent of a domestic partner), the serious illness or injury of a covered servicemember, or for a qualifying exigency, MahlerClean requires that the leave request be supported by certification issued by a health care provider or other specified third party. MahlerClean's certification forms can be obtained from a Human Resources representative. Failure to provide MahlerClean with timely, complete, and responsive certification within fifteen (15) days of MahlerClean's request for certification may result in delay or denial of the leave.

If an employee provides MahlerClean with incomplete or insufficient certification, MahlerClean will provide written notice to the employee explaining the deficiency in the certification and will allow the employee at least seven (7) days to cure the deficiency. If such deficiency is not cured, MahlerClean may deny the employee's leave request.

MahlerClean reserves the right to request re-certification or a second medical opinion, when necessary. In addition, MahlerClean may contact the employee's health care provider to clarify and authenticate a medical certification, as permitted by law.

4. Definition of Serious Health Condition.

In conjunction with the certification, MahlerClean reserves the right to determine whether an illness, injury, impairment, or physical or mental condition constitutes a serious health condition entitling you to family or medical leave under state or federal law.

Under federal law, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

- Inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility.
- A period of incapacity of more than three (3) consecutive full calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves:
 - In-person treatment two (2) or more times by a health care provider related to the same condition under the following circumstances:
 - The first in-person treatment must occur within seven (7) days of the first day of incapacity; and

- The second in-person treatment must occur within thirty (30) days of the first day of incapacity, unless extenuating circumstances exist.
- In-person treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
- Any period of incapacity due to pregnancy, or for prenatal care.
- A chronic condition that requires periodic visits for in-person treatment by a health care provider.
- A period of incapacity that is permanent or long term due to a condition for which treatment may not be effective.
- Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider.

5. Military Family Leave Entitlements.

Federal law allows eligible employees with a spouse, son, daughter, or parent who is on active duty or a retired member of the Armed Forces, including the National Guard or Reserves, and who is on covered active duty or call to covered active duty status in support of a contingency operation, to use their general 12-week leave entitlement to address certain “qualifying exigencies.” Qualifying exigencies may include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Federal law also provides a special leave entitlement for eligible employees to take up to 26 weeks of leave in a single 12-month period to care for their spouse, son, daughter, parent, or next of kin who is a covered servicemember. A covered servicemember is a current member of the Armed Forces, including the National Guard or Reserves, who has a serious illness or injury incurred or aggravated in the line of duty on active duty that may render the servicemember medically unfit to perform his/her duties for which the servicemember is undergoing treatment, recuperation or therapy, is on outpatient status, or is on the temporary disability retired list. The term covered servicemember also includes a veteran who was a member of the Armed Forces, including the National Guard or Reserves, at any time during the five (5) year period proceeding his/her medical treatment, recuperation or therapy for a serious illness or injury incurred or aggravated in the line of active duty.

Servicemember and qualifying exigency leave may run concurrent with other leave entitlements provided under federal, state and local law. For details, contact a Human Resources Representative.

6. Amount of Leave Available.

Eligible employees are entitled to a total of twelve (12) workweeks of leave during a 12-month period for any of the reasons stated in Section 2, above. Except when leave is to care for a covered servicemember, an eligible employee may take up to twenty-six (26) weeks of leave in a single 12-month period to care for the servicemember. Leave to care for a covered servicemember, when combined with other leave, may not exceed twenty-six (26) weeks in a single 12-month period. The 12-month period utilized by MahlerClean in applying this Policy is defined as the calendar year.

Under state law, eligible employees are entitled to:

- a total of six (6) weeks of leave for the birth of their biological child and/or the placement of a child with them for, or as a condition to, adoption;
- a total of two (2) weeks of leave to care for a spouse, domestic partner, child, parent, or parent-in-law (including the parent of a domestic partner) with a serious health condition; and
- a total of two (2) weeks of leave if an employee cannot perform their employment duties due to a serious health condition.

MahlerClean will treat use of family or medical leave under this Policy as simultaneous use of state and federal leave entitlements whenever permitted by law.

7. Manner in Which Leave can be Taken.

Leave available under this Policy may be taken in full, and, under certain circumstances, may also be taken intermittently (e.g., one week at a time) or on a reduced leave schedule (e.g., consecutive hours at a time). See a Human Resources Representative for details.

While on FMLA leave, employees may not work or otherwise provide services for another employer nor may employees engage in any for-profit enterprise themselves or on behalf of a family member.

8. Compensation During Leave.

Generally, leave taken under this Policy is unpaid. You may, as allowed by federal law, use PTO during your FMLA/WFMLA leave. In order to receive paid leave, you must satisfy any procedural requirements (e.g., notice requirements) associated with the taking of such leave, unless waived by MahlerClean. The procedural requirements for taking paid company leave are outlined in this Manual.

9. Continuation of Benefits.

You will remain eligible for group health insurance benefits under MahlerClean's group health plan during leave taken under this Policy under the same conditions as coverage would have been provided if you had been actively employed during the entire leave. However, you have the option of choosing not to retain such coverage during family or medical leave if you prefer.

During leave taken under this Policy, MahlerClean will continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave, as required by law. You are responsible for paying your portion of health insurance premiums regardless of whether your family and medical leave is paid or unpaid. It is your responsibility to make arrangements with a Human Resources Representative for making premium payments for group health insurance during leaves. Your failure to make premium payments may result in the loss of insurance benefits during the remainder of your leave.

Your entitlement to benefits other than group health benefits during a period of family or medical leave is determined by MahlerClean's policy regarding provision of such benefits when an employee is on other forms of leave.

10. Accrual of Benefits.

To the extent permitted by law, you will not continue to accrue seniority or any other employment benefit during leave taken under this Policy, except that such benefits shall accrue if you elect to use other leaves provided by MahlerClean pursuant to Section 8, above, and if such benefits would normally accrue during such leave.

11. Employment Restoration.

To the extent required by law, when you return from family or medical leave, you will be returned to the same position you held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. This Policy does not entitle you to any right, benefit or position of employment other than those to which you would have been entitled had you not taken leave. MahlerClean reserves all rights concerning restoration of employment or denial of same.

12. Required Advance Notice.

You must provide MahlerClean with notice in a reasonable and practicable manner before leave taken under this Policy is to begin, if the need for leave is foreseeable (e.g., an expected birth, placement or adoption or foster care or planned medical treatment for your own serious health condition or that of a family member). You will generally be expected to provide at least thirty (30) days' advance notice. When requesting partial or intermittent leave in connection with child birth or adoption, you must provide at least as much notice as required for taking other non-emergency or non-medical leave, as well as a definite schedule for the leave. Where advance notice is not practicable due to uncertainty as to when leave will be required to begin, a change in circumstances or medical emergency, notice must be given as soon as practicable.

Your notice of your need for leave must provide sufficient information for MahlerClean to determine if your leave may qualify for FMLA protection and the anticipated timing and duration of leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave.

If you wish to take leave for an FMLA-qualifying reason for which you have already been approved, you must provide MahlerClean specific notice of your need for FMLA-qualifying leave. Simply calling in "sick" will not be sufficient.

When planning medical treatment, you should consult with MahlerClean and make a reasonable effort to schedule the leave so as not to disrupt unduly MahlerClean's operations, subject to the approval of your health care provider. You are ordinarily expected to consult with MahlerClean in order to work out a treatment schedule that best suits your needs as well as the needs of MahlerClean.

13. MahlerClean's Responsibilities.

MahlerClean must inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, MahlerClean must provide a reason for ineligibility.

MahlerClean must inform employees if their leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement, if calculable. If MahlerClean determines that the leave is not FMLA-protected, MahlerClean will notify the employee.

It is unlawful for MahlerClean to (1) interfere with, restrain or deny the exercise of any right provided under the FMLA, or (2) discharge or discriminate against any person for opposing any practice made unlawful by the FMLA, or for involvement in any proceeding under or related to the FMLA. An employee may file a complaint with the U.S. Department of Labor or may bring a private action against MahlerClean. This Policy does not affect any federal or state law prohibiting discrimination nor does this Policy supersede any federal, state or local law that provides greater family or medical leave rights.

14. Accepting Other Employment or Going into Business While on Leave of Absence.

If you accept any employment or go into business while on an FMLA leave of absence from MahlerClean, you will be considered to have voluntarily resigned.

F. OTHER UNPAID LEAVES

1. Military Leave.

MahlerClean grants military leaves of absence in accordance with state and federal law. Employees requiring a military leave of absence should notify their manager of their need for such leave so as to afford the manager and MahlerClean adequate time to prepare for the employee's absence. Employees requesting such leave will be required to provide proper documentation of their need for such leave. Please note that this leave is generally unpaid.

2. Bereavement Leave.

A request for bereavement leave will be granted for the death of a spouse, child, mother, father, sister, brother, grandparent, mother-in-law, or father-in-law. The length of time allowed will vary depending upon the distance to be traveled, nature of estate settlement, and other factors. Generally, time off should not exceed three (3) days. Requests for bereavement leave should be made to your manager. Please note that this leave is generally unpaid.

3. Jury Duty and Other Court Leave.

It is our wish that every employee exercise his/her civic duty when called for jury duty or other subpoenaed court appearances. Please provide the office with a copy of your summons or subpoena. If you are an evening shift worker, jury duty or other subpoenaed court appearance should not interfere with your work, and you will be expected to work as scheduled. Please note that these leaves are generally unpaid.

4. Miscellaneous Unpaid Leaves.

MahlerClean will grant employees all other unpaid leaves required by federal, state or local law. To request such leave, please see the Human Resources Department for more information. Please note that leaves under this section are generally unpaid and that MahlerClean will not consider or grant leaves not required by federal, state, or local law.

IX. EMPLOYEE BENEFITS

The information in this Manual serves as a general guide to the benefit plans. If any of the terms and conditions of any benefit plan described in this Manual is inconsistent with the terms and conditions described in the summary plan descriptions for such plans or benefits, the plan documents will govern and control. **MAHLERCLEAN RESERVES FULL DISCRETION TO INTERPRET, AMEND, DELETE, MODIFY, OR CANCEL THESE BENEFITS AT ANY TIME, WITH OR WITHOUT NOTICE.**

Please contact the MahlerClean office for specific information on the plans.

A. HOLIDAYS

All employees with sixty (60) days or more of service are paid for the following major holidays: Christmas Day, New Year's Day, Memorial Day, July 4th, Labor Day, and Thanksgiving Day. To receive holiday pay, you must work the days you are scheduled to work immediately before and after the holiday. The holiday must also fall on a regularly scheduled workday. For example, if your regular work schedule is Monday through Friday and the holiday falls on Saturday or Sunday, you will not be paid for this holiday. It must fall on one of your regular workdays.

If you have a flexible work arrangement and receive a paid holiday, as specified above, the number of hours paid would be the same as the hours you normally work on that day. For example, if you work four hours on Friday and there is a holiday on a Friday, you would receive pay for four hours.

If you are required to work on one of the holidays listed above, you will be paid time and one-half for all hours worked that day in addition to holiday pay. Holiday hours, however, will not be considered hours worked for overtime purposes.

B. PERSONAL TIME OFF ("PTO")

Account Managers, Assistant Account Managers, and Specialty Floor Crew Members having less than two (2) years of service, whether they are exempt or non-exempt from the state and federal minimum wage and overtime laws, are eligible for up to forty (40) paid hours of PTO during each calendar year.

All Account Managers, Assistant Account Managers, and Specialty Floor Crew Members having two (2) years or more of service are eligible for up to eighty (80) paid hours of PTO during each calendar year.

Employees may accumulate a maximum of eighty (80) hours' PTO. PTO is intended to be used for absences due to illness, injury or for other personal business that cannot be done during the employee's non-working time. PTO will accrue in hours each pay period throughout the calendar year. New employees will be eligible for a pro-rated portion of PTO based on their date of hire.

PTO may not be carried over from year to year, and any remaining unused PTO will not be paid out at the end of the year. You must use PTO in a minimum of four (4) hour increments, unless a regular work shift is less than four (4) hours in duration or when PTO is applied toward FMLA or other eligible leave.

Although you are not required to provide MahlerClean with two (2) weeks' notice if you choose to resign your position, failure to do so will result in a forfeiture of accrued, unused PTO.

Except as otherwise provided by law, employees must submit PTO requests to the MahlerClean office at least five (5) days in advance to allow MahlerClean sufficient time to properly schedule all shifts. MahlerClean retains sole discretion to approve or deny all PTO requests.

PTO that is used in advance by you and not earned by the time of separation from MahlerClean is considered a loan from MahlerClean to you. You agree that the advance amount is a debt owed by you to MahlerClean, such debt which you agree will be deducted from your final paycheck, if necessary. If the amount due to MahlerClean exceeds the amount of the final paycheck, such outstanding balance, unless approved by MahlerClean, must be paid in full to MahlerClean prior to your last workday. Failure to resolve any outstanding balances prior to leaving MahlerClean may result in MahlerClean pursuing legal action to collect the unpaid debt.

C. MEDICAL & DENTAL INSURANCE

All full-time employees regularly scheduled to work thirty (30) hours or more per week are eligible for medical insurance. You will become eligible on the first day of the month following your first sixty (60) days of employment. Dental insurance is only available to Account Managers.

MahlerClean also offers an open enrollment period one time per year.

D. 401(K) PLAN

All employees working over one thousand (1000) hours per year, or approximately twenty (20) hours per week, are eligible to contribute to our 401(k) plan. You may contribute up to fifteen percent (15%) of your annual income. MahlerClean will also make a matching contribution for each dollar you contribute up to ten percent (10%) of your annual salary. You are eligible to participate after one (1) year of service, based on pre-determined enrollment dates of January 1st and July 1st.

X. EMPLOYEE RECORDS

A. PERSONNEL FILE

1. A personnel file is maintained for each employee. It contains confidential records such as notices of employment, attendance records, salary information, and evaluations.
2. Accurate employment records are important to comply with government regulations. Promptly report to our office any changes in the following:
 - Address and/or Telephone Number
 - Marital Status
 - Emergency Contact
 - Tax Changes

3. Note that you have access to your personnel file as required by law. Written notice of your interest in reviewing your personnel file must be provided to Human Resources. There will be a charge for the cost of replicating the file.

B. PERFORMANCE REVIEW

MahlerClean will review your performance once a year, usually within two (2) weeks of your start date anniversary. Job performance, attendance and salary are reviewed at this time. If you are aware that your anniversary is coming up, please remind your Account Manager and a review will be scheduled.

During the first sixty (60) days of your employment with MahlerClean, your manager will work closely with you to help you understand the needs and processes of your job. At the end of the sixty (60) day period, your manager will formally evaluate your job performance with you.

A positive performance review does not guarantee an increase in salary, a promotion, or continued employment. Your employment with MahlerClean is always at-will.

XI. DRUG AND ALCOHOL POLICY

A. INTRODUCTION

Employees are MahlerClean's most valuable resource, and for that reason, their health and safety are of paramount concern. MahlerClean will not tolerate any alcohol or other drug abuse that imperils the health and well-being of its employees or threatens its business. Employees who abuse alcohol or other drugs, on or off duty, tend to be less productive, less reliable, and prone to greater absenteeism resulting in the potential for increased cost, delay and risk in MahlerClean's business. In addition, alcohol or other drug abuse inflicts a terrible toll on the nation's productive resources and the health and well-being of American workers and their families. Employees have the right to work in a safe and drug-free environment and to work with persons free from the effects of alcohol and other drugs.

MahlerClean is, therefore, committed to maintaining a safe workplace free from the effects of alcohol and other drugs. Accordingly, MahlerClean has promulgated this Drug and Alcohol Policy. Compliance by all employees with this Policy is mandatory.

B. PROHIBITED CONDUCT

MahlerClean's Drug and Alcohol Policy prohibits a range of conduct, including, but not limited to, the following:

1. Use, possession, manufacture, distribution, dispensation, purchase, or sale of alcohol or other drugs on MahlerClean property or MahlerClean business, in MahlerClean supplied vehicles or during working hours (except by, and in accordance with, Section C, below);
2. Storing in a locker, desk, automobile or other repository on MahlerClean premises any alcohol or other drug (except by, and in accordance with, Section C, below);
3. Reporting to or being at work under the influence of alcohol or any other drug or having in the employee's system any such substance (except by, and in accordance with, Section C, below);
4. Off-duty use of illegal drugs;

5. Refusing to provide, switching or adulterating any sample submitted for testing;
6. Refusing consent to testing or to submit a breath, saliva and/or urine sample for testing when requested by MahlerClean, or refusing to sign test-related documents, including, but not limited to, authorization forms; and
7. Refusing to submit to a search (as described in Section E, below) when requested by MahlerClean.

C. AUTHORIZED USE OF PRESCRIBED MEDICINE/ALCOHOL

An employee who is taking prescription medication in accordance with a valid prescription is not in violation of this Policy. An employee taking any medication that causes or could cause work-related side effects that may alter the employee's physical or mental ability to perform the functions of his/her job should disclose the use of such medication (not the medication itself) and its side effects to his/her supervisor(s).

D. ALCOHOL AND CONTROLLED SUBSTANCES TESTING

1. Whenever MahlerClean has reasonable suspicion to believe that an employee's work performance or on-the-job behavior may have been affected in any way by alcohol or other drugs, or that this Policy has otherwise been violated, MahlerClean may require the employee to submit a breath, saliva, and/or urine sample for alcohol and/or drug testing.
2. MahlerClean requires employees involved in work-related accidents or injuries to undergo such testing for alcohol and other drugs. Testing must occur as soon as possible following the accident or injury.
3. The testing facility will afford applicants and employees subject to testing the opportunity, prior to testing, to list all prescription and non-prescription drugs they have used in the last thirty (30) days and to explain all circumstances surrounding the use of such drugs.
4. Applicants and employees subject to testing, prior to testing, must sign an approved form consenting to the testing and consenting to the release of the test results to MahlerClean's designated representative.
5. MahlerClean, prior to taking any action, will give any employee who tests positive the opportunity to explain the test results.

E. SEARCHES

To protect and secure the property of MahlerClean and its employees and clients, MahlerClean reserves the right to question employees and all other persons entering and leaving MahlerClean's premises and to inspect any property, whether locked or unlocked, including packages, parcels, purses, handbags, briefcases, lunchboxes, electronic equipment, or any other possessions or articles carried to and from MahlerClean premises.

In addition, MahlerClean reserves the right to search any employee's automobile, office, desk, files, computer, laptop computer, or any other area or article on MahlerClean premises, whether or not property is locked or unlocked and whether or not the lock is company-owned or employee-owned. In this connection, it should be noted that all offices, desks, files, lockers, and so forth are the property of MahlerClean and are issued for the use of employees only during their employment with MahlerClean.

Searches and inspections may be conducted at any time at the discretion of MahlerClean. Employees who refuse to cooperate in an inspection or search, as well as employees who after the inspection or search are believed to be in possession of stolen property or illegal drugs, will be subjected to disciplinary action, up to and including immediate discharge. Employees should not have an expectation of privacy as to any property or articles on MahlerClean premises, including their automobiles, desks, files, computers, electronic equipment, offices, etc.

F. CONSEQUENCES FOR VIOLATION OF THIS POLICY

Violation of any portion of MahlerClean's Drug and Alcohol Policy may result in disciplinary action, up to and including termination, at MahlerClean's sole discretion.

G. ASSISTANCE IN OVERCOMING ALCOHOL OR DRUG ABUSE

Early recognition and treatment of alcohol or other drug abuse is important for successful rehabilitation, economic return to MahlerClean and reduced personal, family, and social disruption. MahlerClean is willing to provide assistance to those employees whose use of alcohol or other drugs may be the result of a problem such as alcoholism or chemical dependency, where employees voluntarily request assistance prior to being requested to undergo a drug or alcohol test. MahlerClean encourages all employees who may have a problem with substance abuse or alcoholism to obtain assistance in resolving the problem.

The decision of an employee to request assistance in dealing with an alcohol or drug abuse problem will not, by itself, jeopardize the employee's continued employment with MahlerClean. Voluntary requests for assistance after discovery of violation of this Policy will not prevent disciplinary action.

Treatment for drug and alcohol abuse is a covered benefit under MahlerClean's health insurance policy. See the Firm Administrator for details.

H. CLIENT DRUG AND ALCOHOL TESTING REQUIREMENTS

Some MahlerClean clients require that all MahlerClean employees servicing the accounts undergo a pre-placement drug test before the employee is placed on the account, and remain subject to periodic group drug and alcohol testing and random drug and alcohol testing requirements of the particular client. If you are assigned to such an account, Human Resources will notify you of such requirements and provide you with a copy of the client's drug and alcohol testing policy under which you could be tested.

XII. MAHLERCLEAN PROPERTY

As an employee of MahlerClean, you may be issued any/all of the following: keys, code cards, I.D. badges, and pagers. It is your responsibility to take care of this property while it is in your possession. If your employment at MahlerClean should terminate for any reason, it is your responsibility to return all MahlerClean property immediately upon your last day of work. Failure to do so may result in monetary charges.

If you lose any MahlerClean property, you may be held accountable for any charges that occur as a result. This may include any necessary replacement charges issued by MahlerClean to cover the cost of these items, as well as any replacement charges issued upon MahlerClean by the client.

1. Losing MahlerClean Property.

- a. If you lose any of MahlerClean's property, or it gets stolen from your possession, you must notify your Account Executive immediately upon the loss of the item(s).
 - b. You may be responsible for any charges that occur as a result of lost/stolen property.
2. Termination of Employment.
 - a. If your employment from MahlerClean terminates for any reason, it is your responsibility to return all MahlerClean property immediately upon your last day of work.
 - b. You may be responsible for any charges that occur as a result of MahlerClean property that is not returned.

XIII. CLIENT PROPERTY

We are responsible for cleaning desktops on a regular basis. It is expected that extreme caution be used when moving items on desktops to clean underneath. Items that look fragile should not be moved. If something is accidentally broken, however, tell us right away! You will not be expected to pay for reasonable damage. Give pieces to manager (see Policy, below.)

Correspondence and other papers left on desks are not to be read or disturbed. If you find any material on the floor, pick it up and place it on the nearest desk. The only material that is to be thrown out is the contents of garbage cans and material marked with a trash tag. When in doubt, do not throw out! Leave a note for the client or contact your Account Manager. At no time should client property be used for personal use.

XIV. BREAKAGE/DAMAGE POLICY

During the normal course of work, accidents will happen. If at any time you break or damage anything at your account, it is required that you complete the following procedures:

1. If possible, place all broken material in a bag and put it in our storage closet.
2. Inform your immediate Account Manager of the problem.
3. If your Account Manager is not available, notify the MahlerClean office.
4. Make a note to the client in the Logbook.
5. Damages due to gross negligence may result in disciplinary action, up to and including termination.

XV. SAFE WORKING CONDITIONS

A. STATEMENT OF OUR SAFETY/WORKERS COMPENSATION POLICY

The safety and health of our employees is the first consideration in the operation of this business. We maintain a safety and health program, along with a hazard communication program. To be successful, such a program must embody the proper attitudes toward injury and illness prevention on the part of both employer and employee. We solicit your cooperation and participation in an effort to make MahlerClean free from accidents and conditions hazardous to you.

If you are injured while working, you must immediately report the injury to your supervisor and to the MahlerClean Human Resource Department. It is your responsibility to be sure that MahlerClean is aware of your injury the same day the accident occurred. Failure to do so may result in disciplinary actions up to and including termination.

MahlerClean has on-site representatives at the corporate offices, Monday through Friday from 9am to 5pm. In addition, we have a 24-hour answering service 7 days a week including holidays. Therefore, any injury can and should be reported the same day it occurs at any time of the day or night.

MahlerClean has reasonable cause and post accident alcohol and drug testing. When you accept a position with MahlerClean you agree to follow all drug and alcohol policies. When you report your injury to MahlerClean you will be required to take an alcohol/drug test. Failure to properly submit to a test, or a positive test, will subject you to disciplinary procedures up to and including termination.

MahlerClean has a very flexible transitional duty program. All employees are required to inform their doctor that transitional duty work is available. MahlerClean is able to accommodate almost all work restrictions assigned to injured employees. Failure to participate in the transitional duty program may affect your ability to collect worker's compensation benefits for lost time.

MahlerClean will require an employee to report the accident investigation form, fill out the necessary insurance forms, write a statement of facts, and provide other information related to your injury. Failure to do so may result in disciplinary actions up to and including termination.

B. WEAPONS POLICY

MEI is committed to providing a safe and healthy working environment for all of its employees, visitors, clients, and all other persons. As part of that commitment, and subject to state and federal law, MEI has established a policy prohibiting all firearms or weapons of any type, concealed or unconcealed, on MEI's property. Even though Wisconsin has enacted a concealed carry law, the right to carry a concealed handgun or other weapon, even though legally obtained, does not apply to employees, visitors, clients, or any other persons when on the property of MEI.

MEI employees are also prohibited from possessing or carrying weapons while in the course and scope of performing their job at any site, and, to the extent permissible by law, when they are performing their job while away from MEI property.

This Weapons Policy applies to all MEI employees, visitors, vendors, and all other persons on MEI's property, regardless of whether or not they are licensed to carry a weapon.

Weapons include, but are not limited to, firearms (whether loaded or unloaded), knives, billy clubs, tasers, ammunition, explosives and any other device or instrument which, in the manner it is used or intended to be used, could cause death or great bodily harm. Employees who have questions about whether an item is covered by this policy should contact our Human Resources Department. Employees are responsible for making sure that any item in their possession is not prohibited by this policy.

MEI property covered by this policy includes, without limitation, all MEI owned or leased space. MEI owned vehicles are covered by this policy at all times regardless of whether they are on MEI property. The policy also applies to employees when conducting business on behalf of MEI at a customer's facility or site.

If any MEI employee has reason to believe that an employee, client, visitor or other person has a weapon (whether

or not concealed) on MEI property in violation of this policy, that employee is required to report such belief to their supervisor. There will be no retaliation against any employee who in good faith makes a report of a violation of this policy or who assists in an investigation of such a report.

Employees who violate this policy may be subject to discipline, up to and including discharge from employment.

C. EQUIPMENT SAFETY

1. No employee may use any equipment, chemical, or supplies for which he/she has not been trained.
2. All supply closets and equipment must be kept clean and orderly.
3. Frayed cords and worn plugs must be reported to your Account Manager. Such equipment should not be used, as it can be a fire or shock hazard. **DO NOT PULL ELECTRICAL PLUGS FROM THE OUTLETS BY THE CORDS**—always pull out by the plug.
4. All equipment must be unplugged and turned off when not in use. A floor machine should never be left unattended with the plug still in the wall. Be sure to always unplug equipment before doing any maintenance/repair work.
5. If you feel a minor electrical shock, stop using the equipment.
6. Use caution when using equipment with cords as to not run the machine over the cord.
7. Equipment, mops, brooms, etc., should be carried vertically so that you do not injure anyone with a handle.
8. When cleaning stairs, be careful where you place equipment, so as not to cause anyone to fall.
9. Do not unplug clients' equipment (computers, typewriters, clocks, etc.) to plug in your equipment.
10. Do not plug a vacuum cord or other equipment into orange outlets or computer power strips, which are normally for computer systems.
11. Vision, respiratory or hearing conservation devices may be required when using certain equipment. Your manager will notify you if such equipment is required. All MahlerClean employees must comply with such directives or be subject to disciplinary action, up to and including termination.

If, while you are working, someone receives an electrical shock, do not touch the person. If possible, turn off the power or pull the plug immediately. Call or have someone call "9-1-1" for medical assistance.

D. LIFTING HAZARDS

Most strains come from improperly lifting bulky, cumbersome, heavy loads. Strains can usually be prevented if you:

1. Size up the job. Odd sized or unfamiliar objects are difficult to grip; for example, a garbage can with no handles.
2. Get a firm footing and a good grip.

3. Lift with your legs, and keep your back straight.
4. Keep the load fairly close to you. Do not try to lift with arms fully extended. Bags of trash should be handled so as to avoid contact with the body.
5. Do not twist or jerk. A straight, smooth lifting motion is the easiest and best method.
6. Get help with any heavy or bulky load.

E. FIRE SAFETY

In an effort to reduce the possibility of fire, the following guidelines should be observed by all employees:

1. No smoking is allowed on the job. Smoking before or after work is allowed in authorized areas only.
2. Know the location of all exits in your area.
3. Keep aisles and exits clear, and never obstruct access to fire fighting equipment.
4. Keep chemicals stored in their proper place.
5. What To Do in Case of Fire:
 - a. If you smell smoke or see smoke or fire, contact your Account Manager immediately if the situation permits. If your building has no Account Manager, or the situation is dangerous, call the Fire Department or “9-1-1” after you are in a safe location.
 - b. Pull the fire alarm if one is close to you.
 - c. Evacuate the building through the nearest exit. Do NOT use elevators.
 - d. Feel the exit door to see if it is hot. If it is hot to the touch, do not open it but quickly go to the next exit.
 - e. Once outside, search for fellow employees, and stay together in a pre-arranged area. You will be informed of this area during your first day at a job site.
 - f. Do not re-enter the building until you are told to do so by the Fire Department.

F. CHEMICAL SAFETY

1. Do not mix products. For example, bleach and ammonia can create dangerous chlorine gas.
2. Do not use products for purposes other than those they were designed for. Example: Never use a furniture polish on a floor, as it would make the floor extremely slippery.
3. Wear safety equipment (safety glasses, rubber gloves, etc.) when required. Example: Cleaning restrooms.

4. Strong acids to de-scale bowls should be used only on a periodic basis, and then only by specially designated, trained, and equipped personnel.
5. Replace the caps on all chemicals after their use.
6. Do not store chemicals near electrical switches, heat sources or in the sunlight. Reacting chemicals should not be stored near each other.
7. The dilution of chemicals should only be done as directed by the Account Manager.
8. Keep products labeled. If you are unsure of what a product is, do not use it, and report it to your Account Manager immediately.
9. Know the location of the SDS in your building. Refer to them if you are ever in doubt about the hazards of a chemical.

G. GENERAL SAFETY RULES

1. Each employee must report all unsafe conditions to the Account Manager (burned out lights, slip hazards, sharp objects, electrical hazards, etc.), and recommend improvements.
2. All injuries, no matter how slight, must be reported immediately to the Account Manager.
3. Always place “Wet Floor” signs where there are wet floor conditions. Spills should be cleaned up immediately. Leave “Wet Floor” signs posted until the floor is completely dry.
4. When working on a wet floor, walk carefully, and take shorter steps than usual.
5. On stairs, watch your step and always use the handrail.
6. Carefully step down from high places – never jump. Do not stand on clients’ property (desks, tables, chairs, etc.) to clean.
7. To avoid falling/tripping, look for loose wires, tiles, or cords. Never run, and do not horseplay.

H. GENERAL SAFETY MEASURES

1. Hand Washing.
 - a. Hand washing with soap and water is required after the removal of gloves or other personal protective clothing. Washing with friction should be completed for 10-20 seconds.
 - b. Hands and other skin surfaces must be washed immediately and thoroughly after using chemicals and/or cleaning restrooms.
 - c. Hand washing facilities are available in all public restrooms in the buildings we service. Additional facilities may be available in janitorial closets.
 - d. Rubber gloves are available from your Account Manager.

2. Handling Trash.

- a. NEVER reach into a wastebasket to remove trash. This is to avoid having contact with any hazardous items that may have been accidentally placed there.
- b. Trash should be removed by turning the wastebasket upside down into your collection cart, while looking away from the trash. Once your collection cart is full, tie the bag, lay the cart down sideways and slide trash out onto plastic liner.
- c. When carrying trash, hold it away from your body.
- d. If any infectious waste (needles, blood saturated items, etc.) is found in the trash, do not handle or remove it. Immediately contact the Account Manager and/or Account Executive, and leave a note in the Log Book for the client.
- e. Unless instructed to do so by your Account Executive, do not handle, in any manner, infectious waste bagged in red liners, or otherwise marked as hazardous. Trained personnel handle these trash containers separately. Only MahlerClean employees who have been through our special training program on bloodborne pathogens will be asked to perform these services.

3. Exposure to Contaminated Sharps (needles, scalpels, broken, glass, or dental wires).

- a. At no time should you touch a sharp. If a sharp is on a work surface, floor or other area, report the sharp to the Account Manager and/or Account Executive immediately so that proper personnel may dispose of the sharp. Also, make note of the incident in the client Log Book.
- b. Unless otherwise instructed to do so by your Account Executive, sharp containers are not to be handled by MahlerClean employees. They are to be emptied by nurses or other licensed personnel. Only MahlerClean employees who have been through our special training on bloodborne pathogens will be asked to perform these services.

4. Exposure to Blood or Body Fluids.

At no time should you attempt to clean spills of blood or other body fluids unless you have been through MahlerClean's Universal Precautions and Exposure Control Plan Training. If you have not been through this training, you should immediately contact your Account Executive so that the spill may be cleaned up by a qualified employee. A wet floor sign should be posted next to the spill until the trained person arrives.

5. Minor Employee Injuries.

If employees receive minor cuts or otherwise are bleeding, they should, when possible, bandage their own wounds. If a co-worker needs assistance with band-aids or gauze, you should immediately put on gloves before helping. In case of severe injury, call "9-1-1" for medical assistance. All injuries, no matter how minor, must be reported to a manager.

I. MAHLERCLEAN'S HAZARD COMMUNICATION PROGRAM

Hazard Communication Standard

A hazardous chemical is any chemical that can harm you through contact, inhalation or ingestion. Because the use of hazardous chemicals is necessary in the cleaning industry, we will always attempt to provide the best information on how to use chemicals safely and how to react in case of chemical exposure.

1. Identify all hazardous chemicals in the workplace.

2. Label.

All hazardous chemical containers must be labeled. The label will either be the original manufacturer's label or generic labels that list the identity and appropriate hazard warning. This will include tanks, buckets, spray bottles, etc. The only exception is a portable container into which hazardous chemicals are transferred from labeled containers and are intended only for immediate use by the employee who makes the transfer.

Account Managers, Account Executives and District Managers are responsible for labeling compliance. They need you to notify them of any unlabeled chemicals. If a bottle is unlabeled, do not use it, and contact your supervisor immediately.

3. SDS.

Each building will have an SDS binder onsite that will have an SDS for each chemical in the workplace. Any new product entering the workplace must be accompanied by a SDS. The SDS is a reference material that enables you to properly identify what each product is and how to handle it correctly. A master listing of all MahlerClean chemicals is located in the office. The Account Executive will be responsible for updating the file. The SDS file will be available to any employee in their work area for review during each work shift. If an SDS is not on-site for a chemical you have in your building, immediately contact the Field Service Manager. No chemicals will be accepted from the manufacturer without an SDS on file or accompanied by the order.

The Account Executive will review incoming data sheets to ensure we have updated versions.

4. How To Read an SDS.

The SDS for each chemical in your work area tells you how to use, handle, and store the chemical safely. Each SDS may look a little different, but all give you the same information. Please contact your Account Manager, Account Executive, District Manager or the MahlerClean office if you have any questions about a particular chemical or SDS. Information that can be found on an SDS includes:

Section 1: Chemical Identification includes product identifier; manufacturer or distributor name, address, phone number; emergency phone number; recommended use or restrictions of use.

Section 2: Hazard Identification includes all hazards associated with the chemical and required label elements.

Section 3: Composition/Information on Ingredients includes all information on chemical ingredients and trade secret claims.

Section 4: First-aid Measures includes important symptoms/effects, acute, delayed; required treatment.

Section 5: Fire-fighting measures lists suitable extinguishing techniques, equipment, chemical hazards from fire.

Section 6: Accidental release measures lists emergency procedures, protective equipment, proper methods of containment and cleanup.

Section 7: Handling and storage lists precautions for safe handling and storage, including incompatibilities.

Section 8: Exposure controls/personal protection lists OSHA's Permissible Exposure Limits (PELs); ADGIH Threshold Limit Values (TLVs); and any other exposure limit used or recommended by the chemical manufacturer, importer, or employer preparing the SDS where available as well as appropriate engineering controls; personal protective equipment to be used.

Section 9: Physical and chemical properties lists the chemical's characteristics.

Section 10: Stability and reactivity lists chemical stability and possibility of hazardous reactions.

Section 11: Toxicological information includes routes of exposure; related symptoms, acute and chronic effects; numerical measures of toxicity.

Section 12: Ecological Information

Section 13: Disposal Considerations

Section 14: Transport Information.

Section 15: Regulatory Information.

Section 16: Other Information, including the date of preparation and last revision. Lists chemical.

The Account Executive is responsible for employee information and training. This program will include:

- a. An overview of the requirements contained in the Hazard Communication Standard and Right to Know Law.
- b. Location and availability of the written Hazard Communication Program, including physical and health effects of hazardous chemicals.
- c. Explanation of SDS's.

- d. Information pertaining to detection and treatment of chemical exposure.
- e. How to lessen or prevent exposure through safety practices and the use of personal protective clothing.
- f. Location of hazardous chemicals used in their building.
- g. Location of the SDS file.
- h. Location of safety clothing (gloves or safety glasses) and the proper way to wear it.

After attending the training class, each employee will sign a form to verify that he/she attended the training session and understand MahlerClean's policy of Hazard Communication.

5. First Aid – Detection and treatment for chemical exposure is as follows:

a. **Contact - Skin**

- Stinging, burning, itching, dryness, discoloration

Treatment

- Remove any contaminated clothing
- Flush affected area with water for fifteen (15) minutes
- Seek medical attention in the event of persistent irritation

b. **Contact - Eyes**

- Stinging, irritation

Treatment

- Flush with water for at least fifteen (15) minutes
- Seek medical attention in the event of persistent irritation

c. **Ingestion**

- Burning in throat, bad taste in mouth, nausea

Treatment

- Check SDS for antidote and administer
- If unconscious, seek medical attention immediately. Never force fluids, as this could drown the victim. Never induce vomiting, as this could cause suffocation.

d. **Inhalation**

- Irritated nasal passages, loss of breath, dizziness, feeling of intoxication, nausea, loss of consciousness

Treatment

- Remove from area
- Administer first aid
- Seek medical attention

IN CASE OF SERIOUS EMERGENCY AFTER HOURS, PLEASE CALL (800) 943-7373.

XVI. STANDARDS OF CONDUCT

Because we are working in our clients' location, good performance and behavior on the part of all employees is very important in keeping our clients satisfied and continuing our business relationship with them.

It is also important that our Account Managers, Account Executives and Management Team receive the cooperation and assistance of all employees, and in turn work as a team with those in the field.

MahlerClean employees who act in any way that disrupts our business or that of our clients will be subject to disciplinary action, up to and including termination. Your Account Manager, Account Executive and/or the District Manager will investigate each situation individually.

Following is a non-exhaustive list of standards of conduct. Although not every situation is covered, common sense should govern your conduct at all times. If you have any questions regarding these standards or about whether an action you plan on taking violates MahlerClean's policies, please contact your supervisor.

1. Consumption of food, soft drinks, tea, coffee, etc. on the job is permitted in designated areas only during working hours.
2. Taking unauthorized breaks is not allowed during working hours.
3. Changing the day or time of your job assignment without prior approval from your Account Manager or District Manager will not be permitted.
4. All safety guidelines, including wearing appropriate protective clothing, must be followed.
5. Dishonesty, theft, misappropriation, or unauthorized use of property belonging to MahlerClean, its clients or other employees is strictly prohibited.
6. Use of illegal drugs on the job or prior to reporting for work is strictly prohibited. Further, reporting to work while under the influence of alcohol or other substances is also strictly prohibited.
7. Bringing or allowing unauthorized personnel on the job site at any time is prohibited. This includes children, friends, relatives or any other individual that is not an active employee of MahlerClean.
8. Personal use of telephones or other client property in buildings is strictly prohibited.

9. Being in unauthorized parts of the job site or at the account during unauthorized times is strictly prohibited.
10. Opening drawers, cabinets or other storage spaces in clients' areas is prohibited.
11. Falsifying an application for employment, timekeeping records or any other company records, either your own or others', is strictly prohibited.
12. Fighting or threatening harm or violence is strictly prohibited.
13. Possession of weapons on company premises or on the job site is strictly prohibited.
14. Inappropriate conduct on company premises or on the job is prohibited. MahlerClean retains the sole discretion to determine what conduct is inappropriate.
15. Directions from Account Executives, Area Managers, or any other Member of the Management team must be obeyed. Insubordination will result in disciplinary action, up to and including termination.
16. Deliberate or reckless destruction or damage of MahlerClean property or property of fellow employees or clients in any manner is strictly prohibited.
17. Use of certain safety equipment, such as that used for respiratory, hearing or vision conservation is required by our clients. All MahlerClean employees must comply as required by client regulation or be subject to disciplinary action.
18. The use of a client's electronic communications systems (telephones, computers, fax machines, etc.), except where and when expressly authorized, is strictly prohibited. To protect our clients' trade secrets and confidential information, the use of cameras or cell phones with camera capability while on client premises is strictly prohibited.
19. The use of cell phones for personal use is prohibited at all times during working hours.
20. Violations of any MahlerClean policy will result in disciplinary action, up to and including termination.

XVII. NO SOLICITATION/DISTRIBUTION

MahlerClean wants each employee to find work a pleasant experience. In addition, in order to maintain the goodwill of our clients, we must ensure that work is performed as quickly and efficiently as possible. For this reason, it is important for employees to observe a few basic rules concerning solicitations and the distribution of literature or other material.

1. Solicitation and/or the distribution of literature or other material by non-employees of MahlerClean are prohibited on MahlerClean property or the property of our clients at all times.

2. Solicitation by MahlerClean employees is prohibited during the working time of the employee and the individual being solicited. This includes, but is not limited to, soliciting interest in or distributing information about charitable, social or political causes; football or other pools; and sales of goods or services of any kind.
3. In addition, the distribution of literature and other material by MahlerClean employees is prohibited in work areas at all times. For this purpose, the term “work areas” includes all areas where employees regularly work, other than recognized break areas.
4. Off-duty employees are not permitted to enter into or remain inside the premises (clients’ and MahlerClean’s) for any reason before their shift starts or after their shift is completed. If any item of clothing or personal property is left behind, the employee should notify the answering service, which will then page the manager. The manager will hold the property and return it to the employee at the next shift.
5. MahlerClean does not have locker rooms at our clients’ facilities. Some of our client’s facilities have bulletin boards. These bulletin boards are to only be used by management to provide information to employees. Any other use of the bulletin boards is prohibited.

XVIII. ATTITUDE

When you are on the job, please remember to:

- Smile. Let the client know you are happy to be servicing their account.
- Be kind, courteous and professional to the client and your co-workers.
- Plan your strategy so as not to waste time, and know your client’s floor plan and task schedule.
- Wear your uniform and I.D. badge.
- Know how to secure your building.
- Review your account Log Book daily, and acknowledge any comments/notes.

You are a valued part of the MahlerClean team!