



Castle Keepers

# Policy Manual

2019 Edition

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## 1 WELCOME TO CASTLE KEEPERS

Castle Keepers was established in 1994 and since that time many talented and dedicated team members have helped us grow to be recognized as one of the premier cleaning companies in the country.

### 1.1 Our Purpose and Core Values

1. We use our Purpose and Core Values to guide our actions in business and in dealing with our clients and with each other.
2. **Our Purpose:** We believe home service professionals and the work we do are important, and because of this we are committed to personal growth and continuous improvement for the benefit of our team members and those we serve.
3. **Our Core Values (HIPER):**
  - a) **Health and Safety** – The ability to understand and keep everyone’s health and safety in mind while working.
  - b) **Integrity** – The quality of being honest and fair.
  - c) **Professionalism** – The skill, good judgment, and polite behavior that is expected from a person who is trained to do a job well.
  - d) **Enthusiasm** – The inspiration to do a job with excitement, passion and energy.
  - e) **Reliability** – The ability to be trusted to do or to provide what is needed.
4. We earned our prestige and good reputation in the communities we serve by the quality work we do and by the hard-working and caring people who represent us. We are very proud of our team members, supervisors and managers and respect the work they do. We expect our team members to follow and respect our Purpose and Core Values and maintain the highest degree of honesty. The community judges Castle Keepers by the actions of all of its team members.
5. Castle Keepers seeks to provide the best compensation in our industry for those who are willing to work hard and learn to succeed as team members. Our goal at Castle Keepers is to train our team members to clean efficiently, effectively and professionally.
6. Welcome to Castle Keepers! We are very glad you have joined us.

### 1.2 Purpose of This Policy Manual

1. Our policy manual is designed to provide all team members with basic information about the policies, procedures and benefits here at Castle Keepers.
  - a. We have included policies we feel are important in order to help you feel confident and comfortable at our Company.
  - b. Some are Federal and State requirements, while others were developed over many years to help the business run smoothly and to better serve you and our customers.
  - c. All of these policies are important to our success.
2. We expect all team members to read and refer to this policy manual as it is a valuable reference for understanding how Castle Keepers works and how they fit in here.
  - a. In addition, this policy manual does not contain all the information individuals will need as team members.
  - b. Team members will receive other information verbally as well as through written notices.
  - c. Occasionally our policies are reviewed and changed, which overrides the past policy.

- d. No statement or written document, however, can change a team member's at-will employment status unless it is in writing and signed by the president of the Company.
  - e. This policy manual supersedes all prior team member or policy handbooks and any employment or personnel policies, procedures, practices, statements or promises, whether written or verbal, previously made by the Company.
3. Castle Keepers retains the right to change, modify, suspend, interpret, vary from or cancel, in whole or in part, any of its published or unpublished policies, procedures and practices without having to provide cause or justification.
4. Recognition of this right and prerogatives of Castle Keepers is a term and condition of employment and continued employment.
5. If a team member has any questions, concerns or special circumstances regarding the topics discussed in this manual, they should feel free to ask their supervisor or manager.

### 1.3 Castle Keepers' Code of Conduct

1. We want all our customers to be extremely satisfied with our cleaning expertise and the quality of our service. From this foundation our team members, staff and Company grow and prosper.
2. We refer to all employees as team members, as we all must work together to accomplish our goals.
3. We have high performance expectations for each member of our team, from every level in every department.
4. Here is a partial list of what we expect from team members:
  - a) Focus on performance, productivity and efficiency in all work endeavors.
  - b) Treat all Castle Keepers team members and customers with respect and consideration.
  - c) Cooperate as a team and work in a manner safe for individuals and their fellow team members.
  - d) Talk to a manager about any grievances and resist pursuing personal problems between team members at work.
  - e) Leave personal problems at home – if they interfere with work talk to a manager as soon as possible.
  - f) Clean and maintain Company equipment to always keep it in working order.
  - g) Keep wastefulness of Company resources to a minimum.
  - h) Respect company property, and use only for defined purposes and for Company business.
  - i) Keep all work, meeting and break areas at the office and in the field clean and clutter free.
  - j) Respect the confidentiality of Castle Keepers and its customers.
5. The following is a list of some behaviors that are not tolerated at Castle Keepers:
  - a) Behaving in an insubordinate manner towards a supervisor or refusing a supervisor's legitimate work order.
  - b) Working in a manner that willfully obstructs or hinders other team members from completing their assigned duties.
  - c) Failing to preserve your safety and the safety of fellow team members.
  - d) Releasing confidential information about the Company, its team members or its clients.
  - e) Misusing, destroying, or damaging client or Company property (or that which belongs to a third party).
  - f) Engaging in false, vicious, profane or malicious statements about the Company, its clients or its team members.
6. All team members are evaluated on the following:
  - a) Dependability,

- b) Reliability,
  - c) Flexibility,
  - d) Adaptability,
  - e) Leadership skills,
  - f) Technical skills associated with position,
  - g) Customer service skills,
  - h) Ability to perform all job duties,
  - i) Compliance with Castle Keepers' policies and procedures (especially attendance), and
  - j) Participation in our continuous training process.
7. Team members occasionally will be asked to perform additional duties and assume additional responsibilities beyond written job descriptions.
  8. In order to adjust to changes in the business, it may be necessary to modify a team member's job description, add to or remove certain duties or responsibilities, or reassign a team member to an alternate location or job position.

#### **1.4 Employment At-Will**

1. This policy manual is not a contract. Castle Keepers reserves the right to amend, alter, or make exceptions to the policy manual at any time.
2. This policy manual is advisory in nature and creates no contractual obligations on the part of the Company or the team member and does not alter the at-will relationship of the team member's employment with the Company.
  - a. This means the team member has the right to quit at any time and for any reason.
  - b. The Company also has the right to end the employment relationship at any time and for any reason.
3. Nothing in this employee handbook is intended to or creates an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no company representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.
4. Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.
5. Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. Castle Keepers employees have the right to engage in or refrain from such activities.
6. By accepting employment and continuing to work at Castle Keepers, the team member agrees to the at will nature of the employment relationship.



## 2 GENERAL EMPLOYMENT POLICIES

### 2.1 Equal Employment Opportunity

1. Our goal at Castle Keepers is to select the best qualified person for each position in the organization.
2. Castle Keepers provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, or service in the military. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.
3. Castle Keepers expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.
4. Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the HR Manager. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of the HR Manager.
5. Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:
  - a. Shunning and avoiding an individual who reports harassment, discrimination or retaliation;
  - b. Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; or
  - c. Denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process.
6. Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure.

### 2.2 Americans with Disabilities Act (ADA)

1. Castle Keepers is committed to providing equal employment opportunities for qualified individuals without regard to disability.
2. When appropriate, Castle Keepers will provide a reasonable accommodation to a disabled team member, provided it does not create an undue hardship for the Company.
3. It is the team member's responsibility to notify the Company if they believe an accommodation is necessary.
4. Any inquiry into the team member's disability or what will constitute reasonable accommodation will not be used in making employment decisions and will only be used to create the most helpful working conditions possible.

## 2.3 Commitment to Diversity

1. Castle Keepers is committed to creating and maintaining a workplace in which all team members have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives.
2. This commitment is embodied in Company policy and the way we do business at Castle Keepers and is an important principle of sound business management.

## 2.4 Employment Eligibility Verification

1. Castle Keepers does not discriminate against individuals based on national origin and we are in full compliance with the Immigration Reform and Control Act on 1986 (IRCA), which states that companies may only employ individuals who are legally authorized to work in the United States.
  - a. In compliance with IRCA, Castle Keepers requires all new hires and rehires to complete the **Employment Eligibility Verification Form I-9** and provide documentation proving identity and employment eligibility.
2. Federal law mandates that a team member must provide identification proving eligibility to work no later than three (3) days after starting work.
  - a. If the team member fails to provide their identification by this time, the Company may either place them on unpaid leave or terminate their employment.
3. Castle Keepers upholds and will comply with all federal, state and local legislation.
  - a. In the event that there is a portion of this policy manual that either presently conflicts or becomes in conflict with any of these laws, only the portion of the policy manual that is in conflict will be invalidated; the remainder of the policy manual will remain intact.

## 2.4 Harassment and Complaint Procedure

1. Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights act of 1964 (Title VII) , as amended, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law is prohibited.
2. It is Castle Keepers' policy to provide a work environment free of sexual and other harassment. To that end, harassment of Castle Keepers' employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. Castle Keepers will take all steps necessary to prevent and eliminate unlawful harassment.
3. **Definition of Unlawful Harassment.** "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.
4. Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race,

color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

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

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

## 2.5 Reasonable Accommodations

1. RELIGIOUS ACCOMMODATION: Castle Keepers respects the religious beliefs and practices of all team members and will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the Company's business.
  - a. A team member who seeks religious accommodation must submit a written request for the accommodation to their immediate supervisor.
  - b. The written request must include the type of religious conflict that exists and the team member's suggested accommodation.
  - c. Castle Keepers management will evaluate the request and whether an accommodation is available and reasonable and which would not create an undue hardship on the Company's business.
  - d. A Castle Keepers supervisor or manager will meet to discuss the request and decision on an accommodation.
1. DISABILITY ACCOMMODATION: Castle Keepers provides reasonable accommodations upon request for a disability.
  - a. A team member should notify their supervisor if they require any accommodation.
  - b. Castle Keepers evaluates each request on an individualized basis and will determine with the team member whether there are reasonable accommodations that do not create undue hardship on the Company's business.

## 2.6 General Employment Resources

1. U.S. Department of Labor ([www.DOL.gov](http://www.DOL.gov))
2. U.S. Equal Employment Opportunity Commission ([www.EEOC.gov](http://www.EEOC.gov))
3. U.S. Citizenship and Immigration Services ([www.USCIS.gov](http://www.USCIS.gov))

### 3 YOUR EMPLOYMENT AT CASTLE KEEPERS

#### 3.1 Employment Classifications

1. In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, Castle Keepers classifies its employees as shown as follows. Castle Keepers may review or change employee classifications at any time.
2. Team members will be informed of their classification as exempt or non-exempt when they begin employment or move to a different position in the Company:
  - a) **Exempt Team Members** – these team members qualify as exempt as defined by the Fair Labor Standards Act and are not eligible for overtime pay.
    - i) Exempt team members are expected to work 40 hours or more per week, to include working outside of normal business hours in order to meet their job responsibilities.
    - ii) Exempt team members should not expect compensatory time for hours worked in excess of 40 in a given work week.
  - b) **Non-Exempt/Hourly or Commissioned Team Members** – these team members are paid on an hourly basis and are eligible for overtime pay.
  - c) **Regular, Full-Time** – Employees who are not in a temporary status and who are regularly scheduled to work fewer than 30 hours weekly, but at least 20 hours weekly, and who maintain continuous employment status. Part time employees are eligible for some of the benefits offered by the company and are subject to the terms, conditions and limitations of each benefits program.
  - d) **Regular, Part-Time** – Employees how are not in a temporary status and who are regularly scheduled to work fewer than 30 hours weekly, but at least 20 hours weekly, and how maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the Company and are subject to the terms, conditions and limitations of each benefits program.
  - e) **Temporary, Full-Time** – Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company’s full-time schedule for a limited duration. Employment beyond initially stated period does not in any way imply a change in employment status.
  - f) **Temporary, Part-Time** – Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than 30 hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

#### 3.2 Team Member Recruitment

1. Castle Keepers provides equal opportunity to all applicants on the basis of demonstrated ability, experience, and training.
2. Recruitment may be conducted through schools, employment agencies and Company advertising, among other sources.

### 3.4 Background and Reference Checks

1. To ensure that individuals who join Castle Keepers are well qualified and to ensure that Castle Keepers maintains a safe and productive work environment, it is our policy to conduct pre-employment background checks and reference checks on all applicants who accept an offer of employment.
2. Background checks may include verification of any information on the applicant's resume or application form.
3. All offers of employment are conditioned on receipt of a background check report that is acceptable to Castle Keepers.
  - a. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws.
  - b. Reports are kept confidential and are only viewed by individuals involved in the hiring process.
4. If information obtained in a background check would lead Castle Keepers to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the record's accuracy. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment.
5. Additional checks such as driving records or credit reports may be made on applicants for particular job categories if appropriate and job related.
6. Castle Keepers also reserves the right to conduct a background check for current team members to determine eligibility for promotion or reassignment in the same manner as described above.

### 3.5 Employment of Former Team Members

1. Team members who terminate employment with Castle Keepers may be re-hired provided they left in good standing with the Company. Management will decide if a former team member may be rehired.
2. Team members who are re-hired by the Company will lose their original anniversary date for all purposes and be assigned a new date corresponding to their first day on the job after re-employment.
3. Castle Keepers management retains the discretion to make exceptions to the policy.

### 3.6 Internal Transfers and Promotions

1. Team members who meet attendance requirements and with good performance reviews may request consideration to transfer to other jobs as vacancies become available and will be considered along with other job applicants. At the same time, the Company may initiate transfers of team members between departments and facilities to meet specified work requirements and reassignment of work requirements.
2. Castle Keepers offers team members promotions to higher-level positions when appropriate. Management may consider current team members with the necessary qualifications and skills to fill vacancies above entry level, unless outside recruitment is considered to be in the Company's best interest.
3. To be considered, team members must have held their current position with a satisfactory performance record, have good attendance and have no disciplinary actions. Management retains the discretion to make exceptions to the policy.

### 3.7 Employment of Relatives and Domestic Partners and Personal Relationships

1. Relatives and domestic partners may be hired by the Company if (1) the persons concerned will not work in direct supervisory relationship, and (2) the employment will not pose difficulties for supervision, security, safety, or morale. For purposes of this policy, "relatives" are defined as spouses, children, siblings, parents, or grandparents. A "domestic partnership" is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.
2. Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the Company provided they don't work in direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in direct supervisory relationship with each other, the company will attempt to reassign one of the employees to another position for which he or she is qualified if such a position becomes available. If no such position is available, the employees will be permitted to determine which one of them will resign from the company.

### 3.8 Personnel Files

1. Access to personnel files will be as dictated by state law, and in the absence of a state law, then according to the federal law.
2. The Company maintains a personnel file on each team member. We consider the information maintained in these files to be confidential and proprietary.
3. Certain team member information needs to be kept up-to-date. Any of the following changes in personal information should be reported to management by the team member for updating:
  - a. Name, address, telephone number
  - b. Changes in marital status and dependent information
  - c. Changes in the W-4 (Employee Withholding Allowance Certificate)
  - d. Person to notify in case of emergency
4. Active team members may review their personnel files once every six months by submitting a written request to management.
  - a. Terminated team members may review or receive a copy of their files once per year by written request.
5. Active or terminated team members desiring copies of any part or their entire personnel file must submit a written request to management. Copies will be provided at no cost to active team members.
6. Once a written request has been received, personnel files will be available within seven (3) working days of the request unless otherwise required by state law.
  - a. These files are to be reviewed in the presence of management either during normal working hours or before or after the team member's work shift.
  - b. Team member files may not be taken outside of the office.
7. Team members who dispute information in their personnel file may request that we remove or revise the disputed information. If we do not agree, team members may submit a written statement specifically identifying the disputed information, not to exceed five (5) pages, to be placed in their file.
8. Team members requesting their personnel files in good faith are protected from retaliation. Should a policy violation or retaliation occur, we will follow the Department of Labor's guidelines for remedies.

9. The Company reserves the right to charge for copies of personnel files of inactive or terminated team members.
10. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

### 3.9 Confidential Information

1. During employment with Castle Keepers, team members will learn, work with, and be entrusted with information and trade secrets that are confidential relating to the Company's operations, proposed new business, financial condition, sales and services.
  - a. This information is not known outside of the Company or even known to all of Castle Keepers team members.
  - b. Keeping this information confidential is necessary to ensure our success and because this information has substantial value to Castle Keepers, all team members must exercise the highest degree of care not to disclose any confidential information, even inadvertently, to any unauthorized persons in or outside the Company.
2. Sometimes even the most innocent acts or requests can result in disclosure of confidential information. Thus, team members should always think before discussing information with a third party:
  - a. **Company** – Knowledge of the Company's affairs gained through access to information not generally available to the public is to be considered confidential information. As such, it is not to be passed on to outsiders or discussed with other team members at any time.
  - b. **Customer/Client** – Knowledge of a customer's affairs gained through access to information not generally available to the public is to be considered confidential information. As such, it is not to be passed on to outsiders or discussed with other team members at any time.
  - c. **Team member** – All information on the team member application is considered confidential, and is to be used for the hiring of personnel only. Personnel files are confidential and available only to management. A team member's own personnel file is open to his/her examination upon request and based on certain conditions (see Section 3.8 Personnel Files).
3. The rights of team members are to be protected at all times.
  - a. All questions regarding team member information are to be referred to management.
  - b. Personal information such as telephone numbers and addresses are not released:
4. For team members who work at the Company main offices:
  - a. Confidential information at work, when not in use, must be secured in locked files.
  - b. Confidential matters never leave Company property, must always be stored in appropriate places and must be relinquished upon termination of employment.
5. For team members who work outside the Company main offices:
  - a. Confidential information must be retained separate from personal information to ensure that no one other than the team member has access to Company confidential information.
  - b. All Company information, written/printed materials, passwords, computer files, property and all other work product performed by a team member or independent contractor on behalf of the Company remains the sole property of the Company.
  - c. All such information and materials must be returned to the Company upon request and/or termination of employment or any contractual agreements.
6. Confidential matters are to be discussed with other team members only as necessary and appropriate to conduct daily business and meet the Company's responsibility to provide services.

- a. Unauthorized release of confidential information is grounds for disciplinary action up to and including termination of employment.
7. All team members are required to sign a **Non-Competition, Non-Solicitation and Confidentiality Agreement** (see Appendix 14.3) prior to beginning work at Castle Keepers. Each team member's obligation to maintain the confidentiality of Castle Keepers' confidential information exists throughout their employment and following the termination of your employment.
8. This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

### 3.10 Conflicts of Interest

1. Castle Keepers has an excellent reputation for conducting its business with high levels of integrity and ethical standards. The Company expects all team members to uphold that reputation in every business or related activity.
2. All Castle Keepers team members are required to sign a **Non-Competition, Non-Solicitation and Confidentiality Agreement** (see Appendix 14.3) prior to starting work.
3. While the Company respects team members' wishes to engage in activities outside of employment which are private in nature team members are expected to avoid involvement in any activity which may create a conflict of interest.
4. A conflict of interest includes, but is not limited to:
  - a) Use of Castle Keepers' time, facilities, equipment, supplies, or other items or services for private gain or advantage.
  - b) Any situation where the team member may benefit personally from any purchase of goods or services by the Company.
  - c) Any situation where the team member uses information or personal contact normally not attainable except through employment with the Company to derive personal gain.
  - d) Any situation that may serve as a detriment to the Company or to its public image.
  - e) Any outside activity by a team member that may be viewed as competing with the products or services normally offered by the Company.
  - f) Acceptance of gifts, fees, services or entertainment from vendors, suppliers, or companies or individuals desiring to do business with the Company.
  - g) The purchase of products or services directly from a Company vendor or supplier. Such purchases must be directed through normal ordering procedures and are subject to normal pricing formulas.
  - h) Referring Castle Keepers' business transactions to a family member or other persons with whom there may exist a personal, business or financial relationship, without the express written pre-approval of the Company.
5. Outside employment or other outside activities are of concern to the Company if they affect job performance adversely or create a potential conflict of interest.
  - a) Management has the right to address outside employment concerns with the team member in the event that any outside employment with competitive organizations whose products or services creates a conflict of interest on the part of the team member.
  - b) In order to avoid any real or perceived involvement in a conflict of interest, team members should refrain from any direct conflicts.
  - c) Team members who are in doubt as to whether a specific activity violates this policy must discuss the matter in advance with management.



6. Management will evaluate the circumstances and determine whether a conflict of interest exists. Activities determined to create the possibility of a conflict of interest may be prohibited.
7. A team member who fails to respond to Castle Keepers' prohibition of these circumstances considered a conflict of interest or who violates the **Non-Competition, Non-Solicitation and Confidentiality Agreement** (see Appendix 14.3) will be subject to disciplinary action up to and including termination as well as subject to legal action.

### 3.11 Suggestions

1. The Company welcomes suggestions from team members. Castle Keepers encourages all team members to bring forward their suggestions and good ideas about how our Company can be made a better place to work and our service to our customers enhanced.
2. When a team member sees an opportunity for improvement, they should talk it over with their supervisor or manager, or write their ideas down with their name and date, which ensures team members get maximum recognition for their contribution. All suggestions are valued.
3. When a suggestion has particular merit, the Company provides special recognition for the individual(s) who submitted the idea. Suggestions can include more efficient processes, new products, or how to improve service quality.

### 3.12 Problems or Grievances

1. The most satisfactory solution to a job-related problem or concern is reached through a prompt discussion with your supervisor or manager.
  - a) Please feel free to request an informal conference with someone in management. We request that you put your concern in writing so a productive discussion can ensue.
  - b) While the Company provides you with this opportunity to discuss your views, please understand that not every situation can be resolved to your specific satisfaction.
  - c) Even so, Castle Keepers believes that open communication is essential to a successful work environment and all team members should feel free to raise issues of concern without fear of reprisal.
2. Before your situation becomes a problem, talk it over with a supervisor or manager.
  - a) The resolution is usually easier than you think and your manager may have answers and solutions you may not have thought of or thought possible.
  - b) Anyone who has experienced or observed any conduct that they believe is unlawful harassment or discrimination (see Section 2 General Employment Policies) must report that conduct immediately to any supervisor or manager the Company.
3. Castle Keepers promotes an atmosphere whereby team members can talk freely with members of the management staff.
  - a) Team members are encouraged to openly discuss with their supervisor any problems or concerns so appropriate action may be taken.
  - b) If the supervisor cannot be of assistance, managers are available for consultation and guidance. We welcome the opportunity to help team members whenever feasible.
  - c) The best way to get issues, problems, concerns or grievances taken care of is to bring them to the attention of a Castle Keepers' supervisor or manager.

### 3.13 Use of Company Vehicles

1. Use of a Castle Keepers' vehicle is a privilege, not a right.
2. Only "authorized drivers" are allowed to drive vehicles owned by Castle Keepers.
  - a. To be an authorized driver for Castle Keepers, a team member must have a satisfactory MVR and be approved as a driver by Castle Keepers' auto insurance company.
3. In order for a team member to use their personal car for transportation to customers' homes, the team member must be an authorized driver (see above) and provide proof of current automobile insurance in advance to Office Manager.
4. Mileage will be paid at the going federal rate and only if use of personal vehicle is approved in advanced by Office Manager and is used for carrying out Company business (see Section 4.0 Compensation).
  - a. If a team member drives their vehicle in order to be able to take care of personal business, mileage will not be paid.
5. Team members are to obey all traffic rules, including wearing seat belts and refraining from using the phone while driving.
  - a. Failure to abide by S.C State Traffic Laws will result in disciplinary action up to and including termination of employment.
6. Any personal business conducted while driving a Castle Keepers' vehicle is strictly prohibited without prior notification and consent from the Office Manager.
  - a. Personal business on Company time cheats the accompanying team mate out of compensatory time and is considered stealing from their teammate, which may result in disciplinary action up to and including termination.

### 3.14 Orientation and Training

1. Training is the time for new team members to learn their job description and job duties as a cleaning technician, and the expectations and standards of this position.
2. Classroom orientation and field training are two different parts of their training experience and will consist of classroom time, review of job duties, policies and procedures, demonstration and hands on training in-house, testing, hands-on training in the field and evaluation by observation.
3. Orientation and training do not guarantee continued employment and do not change the at-will nature of the employment relationship.

### 3.15 Discipline

1. Castle Keepers does not have a progressive discipline policy requiring a set number of warnings or counseling sessions.
2. The Company retains the right to discipline or terminate depending on a number of factors, including the type of misconduct or performance deficiency and any prior counseling or warnings.
3. In the case of misconduct or violation of the Company's policies, immediate termination may be appropriate depending on the facts.
4. This statement of prohibited conduct does not alter or limit the Company's policy of employment at-will.
5. Either the team member or the Company may terminate the employment relationship at any time for any reason.

### 3.16 Termination of Employment

1. Terminations are to be treated in a confidential and professional manner by all concerned. This policy and its administration will be implemented in accordance with the Company's Equal Opportunity statement.
2. Employment with Castle Keepers is normally terminated through one of the following actions:
  - a) Resignation – Resignation is the voluntary termination of a team member.
    - i) A team member who wants to terminate employment should complete a Letter of Resignation.
    - ii) A team member who plans to leave employment with Castle Keepers is expected to give as much advance notice as possible, preferably two weeks.
    - iii) The Company reserves the right to pay the team member minimum wage for hours worked in the final pay period if less than two weeks (or ten working days) notice is given (or as allowed by state law).
  - b) Dismissal – Dismissal is involuntary termination for substandard performance or misconduct.
    - i) Substandard Performance – a team member may be discharged if his or her performance is unacceptable.
      - (1) Management staff shall strive to counsel the team member concerning performance deficiencies, provide direction for improvement, and warn the team member of possible termination if performance does not improve within a defined period of time, but reserves the right to end the employment relationship at any time for any reason.
    - ii) Misconduct – a team member found to be engaged in activities such as, but not limited to, theft of any property, insubordination, or any other activities showing willful disregard of Castle Keepers' interests or policies will be terminated (See Section 1.3 Code of Conduct).
      - (1) Termination resulting from misconduct shall be entered into the team member's personnel file immediately and the team member will be considered unavailable for rehire.
  - c) Layoff – Layoffs are terminations due to reduction of the work force or elimination of a position.
    - i) When a reduction in workforce is necessary or if one or more positions are eliminated team members will be identified for layoff after evaluating the following factors:
      - (1) Company work requirements;
      - (2) Team member's abilities, experience, and skill;
      - (3) Team member's potential for reassignment within the organization; and
      - (4) Team member's adherence to attendance policy and Code of Conduct
3. Termination Processing Procedures:
  - a) A member of management shall conduct an exit interview with the team member.
  - b) On the final day of employment, a manager must receive all keys, uniforms, and ID cards from the team member.
  - c) All outstanding advances and draws charged to the terminating team member will be deducted from the final paycheck by payroll, or as dictated by state law.
  - d) The team member's final paycheck will be issued on the next scheduled payday deducting for any remaining Company property in the team member's possession such as uniforms or equipment, or as dictated by state law.

## 4 WAGE AND HOUR POLICIES

### 4.1 Timekeeping Procedures

1. Team members are responsible for accurately recording time worked and confirming the accuracy of their time records.
2. Team members must record their arrival time and departure time to the office based on the procedure established by their assigned office, and record time in and time out of each home on the customer worksheet, whether worksheet is provided via paper copy or computerized tablet .
  - a. Time worked is the time actually spent on the job.
    - i. Team members may clock-in upon arrival before their assigned work time so the office knows they are waiting to be engaged for their shift.
    - ii. If the team member is not performing work for the Company anytime during the work day they should record their stop time on the customer worksheet.
    - iii. If the team member needs to speak with a supervisor or manager at the end of the day they should not clock-out until they have spoken to the supervisor/manager.
  - b. Do not falsify a time record, alter another team member's time records, or conceal falsification.
  - c. Do not work any hours beyond the scheduled work day unless it is authorized or requested by a supervisor.
  - d. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on an approved time sheet.
  - e. Do not perform "off-the-clock" work, which is work performed that is not reported on your approved time sheet.
  - f. If the team member fails to report or inaccurately reports any hours worked they will be subject to disciplinary action up to and including discharge.
3. TRAVEL TIME: If travel time between homes takes longer than 30 minutes team members must call the office with an explanation.
4. Lunch breaks are not paid for full time team members who work on commission.

### 4.2 Compensation

1. The Company workweek is from Sunday to Saturday.
2. Adjustments to team members' compensation packages are made only when level of performance and experience warrant and with verification from their supervisor or manager (see Appendix 14.4 **Terms of Employment Notice**).
3. FEE SPLITS: Compliance with Company policies and procedures is necessary to keep a fee split percentage.
  - a. If a team member falls out of compliance with attendance, demonstrates unsatisfactory levels of quality, or consistently violates Company policies and procedures, their fee split will be reduced or their employment will be terminated.
  - b. When two captains work one job, the senior captain receives their normal fee split and the junior captain receives the teammate rate.

4. REDOS: If someone other than the cleaning technicians who cleaned the house performs a “redo” due to a complaint from a client, the original cleaning technicians will have their fee split reduced by 3%. If the quality of work falls short and a re-cleaning is warranted, the redo team will receive the fee split and the original team that generated the complaint will be paid minimum wage for their time in the house (verified by supervisor or team captain).
5. BONUS PROGRAMS: Based upon performance metrics, bonus programs may be introduced on a periodic basis.
6. BREAKAGE: Castle Keepers reserves the right to deduct from compensation for items broken, damaged, or lost by a team member, especially due to negligence.
7. PAYCHECKS: Pay is distributed each Friday for work performed during the previous week.
  - a. PAPER PAYCHECKS: For team members who work on a payday, paper paychecks are distributed by office personnel upon completion of their workday. If a team member leaves early or is absent, they will not be able to pick up their paper paycheck until after 3 pm.
  - b. DIRECT DEPOSIT: All pay for established team members will be distributed via direct deposit or bankcard unless other arrangements are made. The availability of a team member’s paycheck in their bank account depends upon their bank’s procedures.
  - c. FINAL PAYCHECK: Final paychecks will be paper.
  - d. PERMISSION TO PICK UP A TEAM MEMBER’S PAYCHECK: Only upon written notice will we allow someone other than the team member to pick up a paper paycheck. If a team member is having another person pick up their check, the written request must include the team member’s phone number, name and signature, the name of the person picking up the team member’s check and their relationship to the team member. The person receiving the team member’s check must have picture identification.
8. DEDUCTIONS from paychecks are made according to state laws or, in the case no state laws apply, the FSLA, and will include:
  - a. Garnishments required by court order, insurance (if applicable), loans, advances, breakage, damage to property or equipment, and any other debts.
  - b. Equipment, T-shirts, ID badges and any other company property lost or damaged due to negligence or not returned upon termination of employment.
9. QUESTIONS ABOUT PAYCHECKS: If a team member believes that an improper deduction has been taken from their pay, the team member should immediately report the deduction to the Payroll clerk. It will be promptly investigated and if it is found that an improper deduction has been made, the Company will reimburse the employee for the improper deduction.
10. TIPS: Tips included in payment for service will be included in the team member’s next paycheck.
11. OVERTIME: Overtime is to be avoided whenever possible. When overtime is absolutely necessary to serve the needs of our customers, the Company compensates its team members for overtime in accordance with state and federal legislation.
  - a. Non-exempt team members will not work beyond 40 hours a week without authorization from management.
  - b. Non-exempt team members will be compensated for all hours in excess of 40 hours per week.
  - c. Any hours worked in excess of 40 hours per week will be paid at one-and-a-half times their normal hourly rate.

### 4.3 Expense Reimbursement

1. **Business Expenses:** Team members may incur expenses for preapproved office supplies or other items or products. If you purchase the required item, receipts are to be submitted to management as expenses are incurred. Failure to provide an appropriate receipt may result in the item(s) not being reimbursed. Failure to submit expenses within 30 days of the purchase may result in declination of reimbursement.
2. **Personal Automobile Expenses:** Your local travel for Company business will be reimbursed at the standard mileage rate established by the IRS each year.
  - a. All travel expenses must be pre-approved by management.
  - b. The Company will not reimburse team members for items such as the cost of parking tickets, traffic violations or towing charges.
  - c. For team members who drive their personal vehicles for Company business, the Company's automobile liability insurance is secondary to your personal automobile liability insurance.
  - d. Additionally, you are required to possess a valid driver's license and up-to-date insurance coverage.
3. **Out-of-Town Travel:** Periodically, team members may be approved to travel to another location (in-state or out-of-state) for business, a conference or a trade show. Preapproved commercial travel, such as by air, taxi, and rental car, will be reimbursed by the Company. The Company will reimburse reasonable expenditures for hotel and motel accommodations, meals, work-related long distance phone calls, baggage handling costs, parking fees and toll charges. Non-business expenses will not be reimbursed.
4. Team members who are representing the Company to the public must remain professional at all times. As such, it is preferred that team members refrain from drinking alcohol when travelling on Company business.

### 4.4 Lunch/Meal Periods and Breaks

1. Work breaks and lunch/meal breaks should be taken as indicated by state law, and in the absence of a state law, then according to the FSLA.
2. Due to the nature of our business, breaks and lunch/meal periods may vary day to day. Teams are generally authorized to schedule their own time for lunch and break periods, but they should be scheduled between cleaning appointments.
3. When a lunch/meal break is warranted, the team captain or supervisor may schedule your meal period to accommodate operating requirements.
  - a. In the absence of a set schedule, it is the team member's responsibility to ensure that they take the opportunity to get away from their work area for a meal period.
  - b. Team members are relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. It is strongly suggested that team members eat their meal away from their regular workplace (desk, shop, client home, etc.).
4. **WORK BREAKS AND LUNCH/MEAL BREAKS FOR COMMISSIONED TEAM MEMBERS:**
  - a. Work breaks do not have to be recorded as long as they last no longer than 15 minutes.
    - i. Team members must notify their direct supervisor for permission to take a break.
    - ii. Breaks lasting longer than 20 minutes MUST be recorded.

- b. A lunch or meal break, which lasts no longer than 30 minutes, serves a different purpose than a work break and, thus, is not work time and not compensable. Lunch/meal breaks MUST be recorded.
  - i. The Team Captain decides when the team takes a lunch/meal break, and it should depend upon the route or work scheduled for that day.
  - ii. Lunch/meal break destination must be on your route to the next scheduled home or close to the job site in case of jobs lasting longer than four hours.
  - iii. Teams should notify the office when taking a lunch/meal break of 30 minutes between homes so the customer service representative can answer client questions about arrival time.
- 5. WORK BREAKS AND LUNCH/MEAL BREAKS FOR HOURLY AND SALARIED TEAM MEMBERS:
  - a. Work breaks and lunch/meal breaks should be taken as indicated by state law.
  - b. Salaried and hourly team members must not skip their meal periods to compensate for arriving late, leaving early, or to gain extra time (typically overtime).
  - c. Salaried and hourly employees are required to take their entire meal period; they should not come back early from their meal periods in order to gain extra time or to perform additional work unless specifically requested to do so by their supervisor.
- 6. A team member who fails to return on time from their lunch/meal period may be subject to disciplinary action.
- 7. Team members who are allowed a break are expected to take it about mid-way through their shift.
- 8. Hourly and salaried team members who forego a paid rest break may not shorten a workday to make up for it.

#### 4.5 Wage and Hour Resources

- 1. U.S. Department of Labor Wage and Hour Division, Fair Labor Standards Act ([www.dol.gov/whd/flsa](http://www.dol.gov/whd/flsa))

## 5 ATTENDANCE AND ABSENCES

1. Castle Keepers expects its team members to report to work on time every morning ready, willing and able to perform their job.
2. While we recognize that there are circumstances that may cause a team member to be absent from work, unplanned absences must be kept to a minimum in order to provide our customers with steady, quality service.
3. Management retains the right to deny authorization of any requested absence, the right to investigate any absence, and the right to take disciplinary action up to and including dismissal for excessive absences.
4. These attendance policies have been developed to ensure that all team members are treated in an equitable manner and that Company production does not suffer due to absenteeism.
5. These policies apply to all team members.

### 5.1 Regular Attendance

1. REGULAR ATTENDANCE and promptness are essential job functions, and team members are expected to be punctual in reporting for scheduled work.
  - a. Normally, team members will be expected to be at work at the start of their assigned work shift and work until their assigned work shift ends.
  - b. On occasion, team members may be required to work later than their assigned work shift ends.
  - c. A team member's regular work schedule is subject to change based on company workload.
2. CLOCK-IN: You are expected to clock in no later than your assigned start time.
  - a. The sooner a team member clocks-in, the sooner the scheduling supervisors know they are here for work and the faster team work books can be distributed.
  - b. Clocking-in for others is considered fraudulent activity comparable to theft. Disciplinary action will result up to and including termination.
3. ABSENTEEISM, TARDINESS and EARLY DEPARTURES are a burden and a hardship to other team members and to the overall scheduling and operation of the Company.
  - a. Attendance is tracked and excessive lateness, absences, or early departures will affect your pay increases, promotions, eligibility for benefits, and employment status.
  - b. Excessive absenteeism or tardiness is not excused simply by calling in advance.
4. ASSISTING OTHER TEAMS: If a team member's work is completed prior to the end of the work day, but other teams need assistance, they are required to help when asked by a supervisor.
  - a. Team members who refuse to assist other teams will receive disciplinary action up to and including termination of employment.
  - b. If no help is needed by another team, the team member's work day will end upon returning to the office and clocking-out.

### 5.2 Call-Out Procedure

1. REPORTING ILLNESSES: If a team member is sick or otherwise unable to attend work, they must notify the office as soon as they know they will be absent, **but no later than thirty minutes BEFORE their assigned start time.**



- a. A friend or family member may notify the office for the team member if they are too sick to call themselves.
  - b. The Team Member Portal operates 24 hours a day, so the team member may notify the office of an absence at any time.
  - c. Notifying the office of an absence less than 30 minutes before or any time after a team member's scheduled start time is considered a "No-Call, No-Show" and will count against their attendance.
2. ILLNESSES LASTING MORE THAN ONE DAY: Team members must call before their scheduled start time **each day** they will be absent, or it is considered a "No-Call, No-Show." The exception is if the team member can provide a doctor's note to office management which includes specific dates of absence (See Section 5.6 Sick Leave).
3. MEDICAL ABSENCES: Castle Keepers requires team members to support any absences for medical reasons with a physician's statement noting the team member was absent due to illness or injury preventing them from working that day, and that the team member is well enough to return to work (See Section 5.7 Medical Leave).
4. NO-CALL/NO-SHOW: If a team member is absent for one (1) day without following the call-out procedures stated above, and without making other arrangements with the Office Manager, we assume the team member has abandoned their job at the Company and is no longer employed with Castle Keepers (See also Section 5.2 Call-Out Procedure).

### 5.3 Time-Off Requests

1. Time-off requests are made based on information posted on the color-coded calendar in everybody's Team Member Account.
  - a. **TEAM MEMBERS CAN REQUEST AS MANY DAYS OFF AS THEY NEED THROUGHOUT THE YEAR AS LONG AS THERE IS AVAILABILITY ON THE COLOR-CODED CALENDAR.**
  - b. Color-coding on calendar:
    - i. GREEN: Days that are open for time-off requests
    - ii. RED (a.k.a. "Red Out Day"): A day with no availability left for time-off requests at that moment in time
    - iii. BLACK (a.k.a. "Black Out Day"): A day closed to time off requests due to workload requirements
2. Approved Time-Off – Defined as time away from work that does not count against a team member's attendance record since they have requested time off in Company sanctioned ways.
  - a. To receive approved time off, a team member should open their Team Member Account and check the color-coded calendar.
  - b. Available time-off openings (GREEN) are updated daily based on the work schedule and are granted on a first-come, first-served basis only - NOT on attendance, seniority or tenure.
    - i. **YOU CAN RECEIVE A DAY OFF WITHOUT RESTRICTIONS IF YOU REQUEST IT FOURTEEN (14) DAYS IN ADVANCE, UNLESS IT IS A BLACK OUT DAY.**
    - ii. You can reserve a day off by utilizing the calendar to schedule important appointments you know about in advance such as:
      1. Doctor's appointments for you or your child(ren);
      2. DSS appointments;
      3. Housing Authority appointments;

4. Appointments with your child's school;
    5. Jury duty;
    6. Military training duty;
    7. Company-earned vacation.
  3. Black-Out Days – Defined as days when no time off is guaranteed in advance due workload demands, although some days may change to green as time moves closer to the blacked out day.
  4. Red-Out Days - Days closed to further time-off requests due to available openings being maxed-out.
    - a. You will only see Red-out Days within a 14 day window of the current date.
    - b. Red-out days may also change to green as time moves closer to the red-out days.
  5. Emergency Time-Off - Defined as a day when a team member contacts the office 24 hours or less in advance of the start time of their next scheduled shift to notify the office they will be absent from work (see Section 5.2. Call-Out Procedure).
    - a. Team members are allowed four (4) days of "Emergency Time Off" days per six (6) months of active employment.
    - b. Call-outs are recorded as Emergency Time Off days unless the team member can provide:
      - i. Proof of illness or injury with a Doctor's note stating the team member was unable to work that day (NOT a regular Doctor's appointment note) or
      - ii. Proof of death of immediate family member supported by appropriate documentation (See Section 5.4. Funeral and Bereavement Leave).
    - c. Team members should provide their Doctor's note or documentation of death in the family to the office by uploading an image of it to your Team Member Account.
    - d. If four (4) unexcused Emergency Time Off days are accrued in a six (6) month period, the team member will be considered in major violation of Company Attendance Policy, resulting in disciplinary action up to and including termination of employment.
  6. Partial-Day Occurrences – a total of three (3) occurrences of arriving later than your assigned start time or leaving before your assigned work is complete or your assigned end time count as one (1) Emergency Time Off and will be recorded on the team member's attendance record.
  7. All time-off will be unpaid (see Section 8 Benefits).
  8. Approved Time Off, Emergency Time Off and Partial-Day Occurrence attendance status will be recorded in each individual's Team Member Account so they can keep track of this important information.

#### 5.4 Funeral and Bereavement Leave

Funeral and Bereavement Leave allows a team member to take up to two (2) consecutive workdays of excused, unpaid time-off following the death of the team member's immediate family member (based on individual circumstances and discussed with supervisor). The office must be properly notified for these events to be excused (See Section 5.3 Time-Off Requests).

#### 5.5 Attendance Definitions

1. TIME OF SERVICE is the aggregate time a team member has been with the Company, minus time when the team member was not an official, active team member.
2. SENIORITY is the amount of time a team member has accrued to determine qualification for benefits such as holiday pay and vacation. If there is a gap in employment, a team member's seniority is based

on the most recent period of employment. Seniority may be bridged back to a team member's original hire date at the Company's discretion if the gap is less than seven calendar days.

3. PROMOTIONS are given to the team member who is deemed the best candidate at the time the position becomes available.
  - a. Ability to follow Castle Keepers' **Code of Conduct** (See Section 1.3 Castle Keepers' Code of Conduct) and the Company's policies and procedures, not seniority, is the determining factor.
  - b. Evaluation comes from sources including, but not limited to, customers, supervisors, managers and co-workers).
4. Castle Keepers reserves the right to use its discretion in applying these policies under special or unusual circumstances.

## 5.6 Sick Leave

1. Sick Leave is leave recommended by a physician and ordered with a doctor's note (physician's script) in order to recover from an illness or injury.
2. It remains the team member's responsibility to provide a manager with the doctor's note as soon as sick leave is deemed necessary.

## 5.7 Medical Leave

Full time team members who have over 12 months of continuous employment at Castle Keepers are eligible for unpaid Medical Leave. We refer to the Family and Medical Leave Act.

Castle Keepers complies with the federal Family and Medical leave Act (FMLA) which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. The company also abides by any state and local leave laws. The more generous of the laws will apply to the employee if the employee is eligible under both federal and state laws.

Please note that there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact the Human Resources Department to discuss options for leave.

The FMLA requires private employers with 50 or more employees and all public agencies, including state, local and federal employers, and local education agencies (schools), to provide eligible employees up to 12 weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered servicemember with a serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period, measured forward from the date an employee first takes that type of leave.

**Basic Leave Entitlement.** The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care, or childbirth; (2) to care for the employee's child after birth or placement for adoption or foster care; (3) to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or (4) for a serious health condition that makes the employee unable to work.

**Military Family Leave Entitlements.** Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to seven days of leave); (2) attending certain military events and related activity; (3) arranging childcare and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to five days of leave); (7) attending post-deployment reintegration briefings; (8) arranging care for or providing care to a parent who is incapable of self-care; (9) any additional activities agreed upon by the employer and employee that arise out of the military member's active duty or call to active duty.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who had a serious injury or illness incurred in the line of duty on active duty that may render the servicemember unfit to perform his or her duties and for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

**Benefits and Protections During FMLA leave.** During FMLA leave, the Company will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms. However, an employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

Certain highly compensated key employees may also be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the Company's operations. A "key" employee is an eligible salaried employee who is among the highest paid ten percent of the Company's employees within 75 miles of the worksite. Employees will be notified of their status as a key employee, when applicable, after they request FMLA leave.

Use of FMLA leave cannot result in the loss of any employment benefits that accrued prior to the start of an employee's leave.

**Employee Eligibility.** The FMLA defines eligible employees as those who (1) have worked for the Company for at least 12 months; (2) have worked for the Company for at least 1,250 hours in the previous 12 months; and (3) work at or report to a worksite which has 50 or more employees or is within 75 miles of Company worksites that taken together have a total of 50 or more employees.

**Definition of Serious Health Condition.** A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school, work, or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Use of Leave.** An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced work schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies also may be taken on an intermittent or reduced work schedule basis.

**Substitution of Paid Leave for Unpaid Leave.** Employees may choose or employers may require the use of accrued paid leave while taking FMLA leave. Accordingly, the Company requires employees to use any accrued paid vacation, personal, and sick days during an unpaid FMLA leave taken because of the employee's own serious health condition or the serious health condition of a family member or to care for a seriously ill or injured family member in the military. In addition, the employee must use any accrued paid vacation or personal days (but not sick days) during FMLA leave taken to care for a newborn or newly placed child or for a qualifying exigency arising out of a family member's active duty or call to active duty status in support of a contingency operation. In order to use paid leave for FMLA leave, employees must comply with the Company's normal paid leave procedures found in its Vacation and Sick Leave (or Paid Time Off) policies.

**Employee Responsibilities.** Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call in procedures. The Company may delay leave to employees who do not provide proper advance notice of the foreseeable need for leave, absent unusual circumstances preventing the notice.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee 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. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also are required to provide a certification and periodic recertification supporting the need for leave. The Company also may require a second, and if necessary, a third opinion (at the Company's expense) and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The Company also may delay or deny approval of leave for lack of proper medical certification.

**Company Responsibilities.** The Company will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, the Company will provide a reason for the ineligibility.

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

**Other Provisions.** Under the exception to the Fair Labor Standards Act (FLSA) in the FMLA regulations, hourly amounts may be deducted for unpaid leave from the salary of executive, administrative, and professional employees; outside sales representatives; certain highly skilled computer professionals; and certain highly compensated employees who are exempt from the minimum wage and overtime requirements of the FLSA, without affecting the employee's exempt status. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of FMLA leave.

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when the Company has approved the employment under its Outside Employment policy and the employee's reason for FMLA leave does not preclude the outside employment.

**Unlawful Acts by Employers.** The FMLA makes it unlawful for any employer (1) to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or (2) to discharge or discriminate against any person or opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

## 5.8 Leaves of Absence

1. A Leave of Absence is un-paid time off.
2. A team member must submit a Request for Leave of Absence in writing to his/her supervisor or manager.
3. The team member is expected to request a leave of absence with as much advanced notice as possible.
4. The reason for leave should fall into one of the following categories as dictated by FMLA:
  - a. Medical (including pregnancy-related)
  - b. Military
  - c. Personal
5. The team member has the responsibility to keep their supervisor or manager advised of the leave situation and to contact their supervisor or manager at least two weeks prior to the expiration of the approved leave to discuss return to work.
  - a. If the team member desires voluntary termination, this should be reported as soon as possible.
6. The Company will make a reasonable effort, consistent with good business practices and Company needs, to reinstate a team member to the same position they previously occupied or to a similar position following a leave of absence.
  - a. However, the Company cannot guarantee that the same or similar position or pay will be available at the time a team member desires to return to work, or thereafter.

7. No vacation hours are earned during the leave period.
  - a. Team members requesting a leave of absence for medical or military reasons may choose to use all earned vacation before beginning the leave of absence.
  - b. Team members requesting a personal leave or leave of absence must use all earned vacation if available before beginning the leave of absence.
8. Performance reviews will be delayed equal to the number of days the team member is gone on their leave of absence.
9. A team member on a leave of absence who fails to return to work will be terminated effective his/her last day of work, or paid leave, whichever is later.

## 5.9 Return to Work after Serious Injury or Illness

1. A serious injury or illness is defined as one that results in the team member being absent from work for more than three consecutive days or one which may limit the team member's future performance of regular duties and locations at which they work.
  - a. For the protection of the team member and the Company, team members who have been absent from work because of serious illness or injury are required to follow FMLA rules and obtain a doctor's release specifically stating that the team member is capable of performing their normal duties or assignments.
  - b. A doctor's written release is required before recovery can be assumed.
  - c. If the team member cannot perform the same duties and job tasks as before the illness or injury, the doctor's release must specify exactly what the doctor releases the team member to do.
2. Castle Keepers will make an effort to keep duties and/or locations the same or similar to that which the team member was accustomed.
3. Castle Keepers management shall work with team members who return to work after a serious injury or illness to evaluate if the team members are physically capable of performing their duties or assignments based upon their physician's instructions without risk of re-injury or relapse, but it is ultimately the team member's responsibility not to take on tasks that are beyond what their physician releases them to do.
4. In the case of the team member's illness or injury being job-related, management will make every reasonable effort to assign the returning team member to assignments consistent with the instructions from the team member's doctor until the team member is fully recovered.

## 5.10 Military Leave

1. Castle Keepers allows all team members to take the time away from work for full-time military or military reserve duty in accordance with the current statutes and regulations governing these leaves.
2. As soon as military orders are received, team members must inform management of the need for leave and provide written verification.
3. Team members on leave for active duty will be reinstated in accordance with the laws in effect at the time of the return to work.

### **5.11 Attendance and Absence Resources:**

1. U.S. Department of Labor Wage and Hour Division, Family and Medical Leave Act (FMLA)  
([www.dol.gov/whd/fmla](http://www.dol.gov/whd/fmla))



## 6 ELECTRONIC COMMUNICATIONS

### 6.1 Electronic Resources

1. Certain team members may be provided with access to computers, email, voice mail, internet access or other forms of communication or data storage (“Electronic Resources”).
  - a. These electronic resources are provided for efficiency of work and the benefit of the Company.
  - b. Accordingly, any use of electronic resources should be limited to business-related purposes.
  - c. Please be aware that the policy against discrimination, harassment and sexual harassment (See Section 2.4 Non-Discrimination and Anti-Harassment) contained in this manual applies to any electronic communication as well as more traditional forms of communication.
2. Under no circumstances may team members visit sexually oriented or other potentially offensive web sites.
  - a. Team members may not view, send, forward, or reply to sexually oriented or other potentially offensive email messages, including jokes, video clips, pictures or other audio clips.
3. The Company reserves the right to and team members hereby agree and acknowledge that Castle Keepers may with or without notice monitor, examine, or retrieve any communication, e-mail, voice mail, file or other data stored on or sent using the Company’s Electronic Resources.
4. Any and all data, information, files, documents, emails, voicemails, and any other information that is created, transmitted, stored on or received by any of the Company’s electronic information and communication systems or media are the exclusive property of Castle Keepers.
  - a. Team members should not expect privacy with regard to such information.
5. Team members are expected to abide by all applicable software licenses and copyright and intellectual property laws. Failure to abide by this policy may result in disciplinary action up to and including discharge.

### 6.2 Mobile Devices

1. The purpose of this policy limiting the use of personal phones and other communication devices at work is to protect you (See Section 6.1 Electronic Resources).
2. Inappropriate use of communication devices at work can cause injuries because it is distracting and may interfere with proper and safe use of equipment, machinery and vehicles.
3. Devices, headphones, earphones or wireless ear pieces and watches may get caught or tangled in machinery and equipment or interfere with the proper use of personal protective equipment.
4. DEVICES COVERED: The devices covered by this policy include all cell phones, smart phones, Blackberries, mobile phones, text pagers, two-way radios and other wireless devices (collectively referred to as “devices”), whether owned by the Company or the individual team member.
5. PERSONS COVERED: This policy applies to all team members, contractors, consultants, temporary workers and other workers at the Company, including all personnel affiliated with third parties working at Company facilities.
6. ACTIVITIES COVERED: The rules set forth in this policy apply to all work-related activities, including but not limited to driving to the Company office and Company accounts. This policy applies whether

the vehicle is owned by the Company or by the team member and applies to all conversations, whether personal or business-related.

7. PROHIBITED USES:

a. GENERAL – While in the workplace during working hours, team members are expected to focus on work and may not inappropriately use any device in the workplace for any inappropriate purpose , including but not limited to:

- i. Engaging in personal conversations;
- ii. Playing games;
- iii. Accessing the internet;
- iv. Checking email; and
- v. Sending or receiving text messages

b. DRIVING – While operating a vehicle, team members may not answer a communication device unless and until they pull over in a safe spot or let a passenger answer the call. If it's urgent, team members may accept or return the call, provided they remain parked off the road. They may not resume driving until their conversation is over. Team members may not make outgoing calls while driving. If team members need to place a call, they must first pull over in a safe place.

8. PERMITTED USES: Team members may use devices when they're not working when in the following designated areas – meeting/break room at office, personal offices, restaurants and in Company vehicles pulled over or parked in a safe location. Use of hands-free devices while driving is not permitted.

9. VIOLATIONS: Team members who violate this policy will be subject to disciplinary measures up to and including dismissal.

## 7 UNIFORM AND PROFESSIONAL APPEARANCE

1. Castle Keepers takes pride in its team members and wants their appearance to convey an attitude of excellence and professionalism synonymous with our Company.
2. We strive for a classic, friendly appearance which is clean, natural and professional and avoid “cutting edge” trends or extreme styles.
3. Team members must be properly uniformed at all times when working their shift. No exceptions.
4. Non-compliance with this policy will result in disciplinary action up to and including termination.
5. Team members will be provided with Castle Keepers shirts.
  - a. One shirt per team member will be issued at the start of training and additional shirts will be provided over the following weeks.
  - b. Team members are expected to keep shirts clean and in excellent condition and can ask for a replacement if a shirt starts to look worn.
  - c. All shirts are to be turned in upon leaving employment with Castle Keepers.
  - d. If shirts are not returned Castle Keepers reserves the right to deduct the cost of the shirts from the team member’s final paycheck.
6. Our goals with the Uniform Policy are to:
  - a. Promote and maintain a consistent and professional appearance,
  - b. Promote safety,
  - c. Create rules that are clear, unambiguous, and simple to enforce.

### 7.1 Uniform Policy for Cleaning Technicians

1. I.D. BADGES: I.D. badges should be worn from the time you enter the office in the morning to the time you leave the office at the end of your shift. No exceptions.
2. SHOES: White, navy/royal blue, grey, brown or black (or tasteful combination) only. NO OTHER COLORS: SHOES MUST LOOK PROFESSIONAL!
  - a. Athletic shoes ONLY.
  - b. Shoes must be NON-SKID.
  - c. Shoes must be enclosed – no open or sling backs.
  - d. Shoes must be kept in good condition and clean.
  - e. Shoelace color must be subdued and match the shoe (no patterned, garish or neon colors).
  - f. All laces must be tied and all Velcro straps must be fastened at all times.
  - g. Nothing decorative or unnecessary to the function of the shoe should be hanging off shoes or laces
3. PANTS, TROUSERS, OR SLACKS: Khaki colored twill (cotton-blend) material. MUST LOOK PROFESSIONAL!
  - a. No stretch yoga, or bike pants or shorts
  - b. Pants, shorts and Capri/cropped pants should have no more than four pockets in the traditional style – two front, two back. There can be less than four pockets, but not more. Small money pocket in front pocket allowed.
  - c. No pockets allowed on legs of pants. No cargo pants with many pockets, including decorative pockets. No cell phone pockets.
  - d. No ragged hems or seams
  - e. No loose strings or ties, especially at the bottom (must be tied neatly)

- f. No tight pants or shorts
  - g. No baggy pants or shorts
  - h. No rhinestones or sparkles
  - i. Shorts must not be shorter than the tip of your longest (middle) finger when held against thigh
  - j. Pants and shorts must be clean in appearance and in good condition every morning
4. SOCKS: White, navy/royal blue, grey, brown or black socks only. No other colors above the edge of the shoe.
  5. SHIRT: Castle Keepers uniform shirt, clean in appearance (no stains or discolorations) and in good condition.
  6. BELTS: navy blue, royal blue, black or brown (light or dark) only
    - a. Belts must be in belt loops.
    - b. Belts must be solid and plain – no decorative patterns or metal rivets or grommets on belt.
  7. HEAD GEAR:
    - a. White, khaki or navy or royal blue cotton baseball-style caps with no logos or ragged edges.
    - b. Can wear white, khaki, navy or royal blue cotton visors, no logos or ragged edges.
    - c. Castle Keepers caps and visors may be available.
  8. COOL WEATHER GEAR:
    - a. Okay to wear plain white turtleneck or plain white long sleeved t-shirts or collared shirts under Castle Keepers shirt.
    - b. Okay to wear plain white, navy blue or royal blue sweatshirt with no logo over Castle Keepers uniform shirt inside customers' homes.
    - c. White or royal blue Castle Keepers sweatshirts may be available.
  9. RAIN GEAR: Clear, navy/royal blue or yellow plastic rain poncho, coat /jacket or slicker (no logo).

## 7.2 Administrative Dress Code

1. Personal appearance and hygiene play an important role in projecting a professional image within the office, to the customers, to the Castle Keepers team members we serve, and to other professionals with whom we associate.
  - a. Our appearance must always reflect what is appropriate for our position, work setting and personal safety.
2. This policy is intended to provide general parameters for appropriate team member attire.
  - a. It is not all inclusive and team members must exercise good judgment and common sense about items not specifically addressed.
3. Business Casual Attire:
  - a. Khaki style twill pants and a polo-type shirt or other types or collared shirt or sweater for men and women.
  - b. Additionally, a blouse, dressy tee, sweater, and dressy capris are appropriate for women.
  - c. Hosiery or socks are not required for women.
  - d. Footwear must be selected according to the type of work performed, keeping safety, comfort, and professional appearance in mind.
  - e. Athletic shoes or tennis shoes and hats are not permitted unless approved by CEO.
1. WHAT NOT TO WEAR TO WORK: Inappropriate attire includes the following:
  - a. For Men: Tee shirts, sweatpants, sloppy sweatshirts or workout attire; shorts; sheer clothing or clothing that is excessively revealing or distracting; tank tops; slippers; flip-flops; or

sport/hiking sandals. Any clothing with potentially offensive words, terms, logos, pictures, cartoons, or slogans.

- b. For Women: Non-dressy tee shirts, sweatpants, sloppy sweatshirts or workout attire; leggings; shorts; sheer clothing or clothing that is excessively revealing or distracting; halter tops; tank tops that are excessively revealing; and skirts/dresses that are excessively short; slippers; flip flops; or sports/hiking sandals. Any clothing with potentially offensive words, terms, logos, pictures, cartoons, or slogans.

### 7.3 Professional Appearance for All Team Members

1. **PERSONAL GROOMING:** Team members are expected to report to work well groomed, clean, and dressed according to the requirements of their position. If you report to work dressed or groomed inappropriately, you will not be allowed to work. For specifics, please see Castle Keepers' Uniform Policy for Cleaning Technicians (Section 7.1) and Administrative Dress Code (Section 7.2)
2. **FINGERNAILS:** For safety and infection control reasons, fingernails should be kept neat and tidy and of a length that does not interfere with work duties.
3. **BODY PIERCINGS:** Small facial piercings (such as studs) are allowed as long as they do not pose a safety problem. Nose or eyebrow hoops are not allowed for safety reasons. Other body piercings should not be visible.
4. **TATTOOS:** No facial tattoos. Tattoos, especially those that are offensive, profane or distracting, are to be covered by clothing or by other means as agreed upon by the team member and Castle Keepers management.
5. **HAIR:** No extreme hair styles or colors. Hair that is longer than shoulder length should be pinned, tied or styled above the shoulders for safety reasons.
6. **JEWELRY:** No bracelets, bangles, necklaces longer than the top of cleavage, large rings, or rings with tall settings are allowed as they may cause accidental scratches on furnishings while cleaning (or cause damage to your jewelry). If wearing a watch, push it up your arm or take it off while dusting or cleaning. No large or dangling earrings (nothing larger than a Quarter coin or hanging lower than a Quarter from the ear lobe).

### 7.4 Uniform and Professional Appearance Accommodation

1. Factors which are used to determine whether dress, appearance, or grooming pose a conflict with the job or work environment include, but are not limited to:
  - a. Safety to self and/or others;
  - b. Productivity or performance of tasks;
  - c. Potential for damage to customer or Company property;
  - d. Customer or co-worker complaints.
2. The Company will consider accommodations of this policy for religious beliefs. Please notify the Company if you would like to request religious accommodation.

## 8 BENEFITS

Benefits may be amended or terminated at the discretion of Castle Keepers' management with seven days advanced written notice.

### 8.1 Paid Vacation

1. Team members are encouraged to take their earned vacations.
  - a. Team members receive one week of paid vacation per year after they have been employed at Castle Keepers for one year and meet all criteria as a team member in good standing based on the **Attendance Policy** (See Section 5 Attendance and Absences).
  - b. Two weeks of paid vacation per year is received after team members have been employed by the Company for five years and meet all criteria as a team member in good standing based on the **Attendance Policy** (See Section 5 Attendance and Absences).
  - c. Team members must request their vacation two weeks in advance.
  - d. Team members eligible for two weeks' vacation need permission from the president of the Company in order to take them on consecutive weeks.
  - e. Team members must take their earned vacation within the year after it is earned – vacations cannot roll over into the next year without written approval from the President of the Company.
  - f. Castle Keepers reserves the right to determine when vacations are scheduled.
2. Vacation pay will be the daily average wage of the last four (4) paychecks (not including overtime), or salary rate if team member is salaried.
3. Depending upon team member's position in the Company, vacation can be paid out in lieu of taking paid vacation time off. This requires prior written approval from Company management or the Company President.
4. Vacation time is not paid upon separation of employment for any reason.

### 8.2 Paid Holidays

1. You are eligible for paid holidays after being employed for six months and meet **Attendance Policy** criteria (See Section 5 Attendance and Absences).
2. You must work the scheduled day before and the scheduled day after the holiday to be eligible for the paid holiday (exclusive of pre-approved vacation time).
3. Holiday pay will be the daily average wage of last four (4) pay checks (not including overtime).
4. The six paid holidays are those that fall on team members regularly scheduled work days:
  - a. January – New Year's Day
  - b. May – Memorial Day
  - c. July – Independence Day
  - d. September – Labor Day
  - e. November – Thanksgiving Day
  - f. December – Christmas Day

## 9 WORKDAY POLICIES

### 9.1 Work Schedule

1. It is your responsibility to follow the work schedule given to you by your supervisor.
2. On occasion, you may be required to work later than 5:30 PM
3. HELPING OTHER TEAMS:
  - a. If your work is completed but there are other teams that need assistance, you are required to help when asked by a supervisor or manager.
  - b. Likewise, other team members will be asked to help you in similar circumstances.
  - c. Refusals will reflect upon your performance evaluations.
4. If you are not needed to help, your workday will end upon returning to the office and checking out.

### 9.2 Travel

1. ROUTE DIRECTIONS:
  - a. The team should travel to assigned customers in a timely manner and avoid excessive travel between homes.
  - b. Ask for home-to-home directions from the office before you leave in the morning.
  - c. If you are confused about directions or think you are lost, immediately call the office for help.
2. TRAVEL BETWEEN HOMES:
3. Conducting personal business during the workday is **strictly prohibited** as it takes you away from your assigned route or causes delays between scheduled homes.
  - a. Speak with your supervisor about personal needs which may cause delays and/or extra mileage.
4. Acceptable uses for travel time between homes include: travel to the next scheduled home, meal breaks, bathroom breaks and Company business.
5. Any abuse of this time will result in disciplinary action up to and including termination.

### 9.4 Breakage

1. Team members are expected to always practice due diligence while cleaning, but even when careful accidents can happen.
2. If a team member breaks something, they should immediately complete a **Broken Item Report** (See Appendix 14.5 Broken Item Report).
  - a. Notify the homeowner right away if they are home.
  - b. Call the office for assistance if damage is extensive or if a large item is broken.
  - c. The worst thing you can do, no matter how small the breakage, is to not report it, even if it was not your fault.
  - d. Failure to report breakage will result in disciplinary action up to and including termination.
  - e. In cases of negligence and/or not following cleaning procedures and/or Company policies, including safety policies, the Company reserves the right to deduct from your pay any breakage or damage caused by you.

3. If a team member notices the following they should make a note on the customer worksheet and discuss with a supervisor so the Company is not blamed for damage:
  - a. Breakage or damage already present,
  - b. Excessive wear and tear already present,
  - c. Deterioration caused by age, or
  - d. Improper assembly, construction or mounting or an item.

## 9.5 Personal Cell Phones

1. Personal cell phones should be on vibrate while in customers' homes. RING TONES ARE TO BE TURNED OFF.
2. DO NOT ANSWER PERSONAL PHONE CALLS INSIDE CUSTOMERS' HOMES. All personal phone calls should be returned between homes or after the last home of the day.
3. Personal phone calls should be brief and to the point, and not interfere with the flow of work or the division of cleaning duties.
4. In case of an emergency, personal calls are to be answered only outside customers' homes in an inconspicuous place (ex: inside CK vehicle) where your personal conversation cannot be overheard.
5. Customers' phones are only to be used in cases of emergency and with the customer's permission if they are present.

## 9.6 Personal Items

1. The use of headphones or earphones is strictly prohibited for reasons of safety and courtesy. For these same reasons, you may not use the customer's TV, radio, stereo, computer or any other type of electronic appliance, including the microwave.
2. Do not bring any personal items such as coats/jackets, handbags, wallets or purses into customers' homes. Leave these items locked in the vehicle. On a cold or rainy day, leave jackets or coats immediately outside the door you enter.

## 9.7 Thermostats

1. DO NOT TOUCH THE THERMOSTAT(S) IN A CLIENT'S HOME WITHOUT PRIOR APPROVAL FROM THE OFFICE STAFF.
2. If approval is given, the thermostat must be adjusted to authorized temperature and re-adjusted by Team Captain to original setting before leaving job site.
3. Call office to verify when this is done.
4. Failure to comply with this policy will result in disciplinary action up to and including termination of employment and the team member being responsible for the damages caused to customer's property.

## 9.8 Bathroom Breaks

1. Please take care of bathroom needs during stops between homes.
2. If you are at an all day job or if there is an immediate need to use the bathroom, use one that has yet to be cleaned.
3. Always clean up after yourself.



## 9.9 Company Supplies and Equipment

1. Team member understands that all supplies and equipment provided for services offered by Castle Keepers remain the exclusive property of the Company.
  - a. Team member is to use Company supplies and equipment safely and with care, remembering that when used in this way it makes everyone's job easier.
  - b. Team member is to notify supervisor or manager of low inventory of supplies or any breakage or dysfunction of equipment so it may be corrected or replaced as soon as possible.
  - c. Team member is to notify supervisor of any lost supplies or equipment so office can help track down item.
2. The company reserves the right to deduct lost or damaged supplies from teammate's pay.

## 9.10 Security

1. Report any suspicious person or events to your supervisor immediately.
2. Follow all security instructions on customer worksheets (usually under Access section)
3. Make sure all doors that are supposed to be locked are locked when you leave.
4. Make sure all lights that are to be turned off are in fact off.
5. Do not let any unauthorized person into a home, even if they say they are relatives or friends of the family. Call the office for verification.
6. In some cases you will need keys or security codes in order to access the home. You will be required to sign for all keys issued to you and you will assume full responsibility for them.
7. Protect the keys issued to you; Keep the keys with you AND SECURE on the job site at all times.
8. Should the keys become lost or stolen, report it to the office immediately.

## 10 OFFICE PROCEDURES

### 10.1 Office Parking

Team members are to park their vehicles in designated team member parking areas.

### 10.2 Access to Business Office

1. The business office is restricted to managers and supervisors.
2. Due to limited space, and to reduce distracting noise while business office team members are on the phone, it is requested that team members enter the office only when invited by a supervisor or manager.

### 10.3 Telephone Calls

1. Only emergency personal phone calls will be accepted in the office.
2. Team mates may use the meeting room telephone for short phone calls.
3. Be considerate of other people waiting to use the phone.
4. Abuse of this privilege will result in its suspension.

### 10.4 Meeting Room

The meeting room area is for the use of all team members. You are expected to clean up after yourself and keep the area clean and looking nice.

### 10.5 Friends, Family Members and Personal Visitors

1. Please refrain from bringing friends and family members into the building during business hours.
2. Friends and family members are not allowed in the business office unless there for a specific purpose, such as picking up your check.
3. If friends or family members are waiting to pick you up in the afternoon, please ask them to wait outside for you.
  - a. Friends or family members are not allowed to wait in the meeting room without specific permission from the Office Manager.
  - b. In addition, they must respect that this is a place of business, must follow Castle Keepers safety policies, and must wait quietly and speak softly.
  - c. Waiting friends and family members (especially children) are not allowed in any other part of the office unless accompanied by a team member.
4. Friends, family members and personal visitors are prohibited at job sites.
5. If the behavior of calling or waiting friends or family disrupts or interferes with business or violates any policies disciplinary action up to and including termination may be taken against you.

## 11 PROFESSIONAL ETIQUETTE

### 11.2 Courtesy and Respect

1. You are expected to treat customers courteously and with the utmost respect at all times, even when faced with an irate customer.
  - a. Any behavior towards the customer other than courtesy and respect will often cause the problem to escalate.
  - b. If you need assistance dealing with a customer, or have an issue you cannot handle, contact your supervisor or the office immediately.
2. You can't always be in a good mood, but you can always exhibit cooperative and helpful behavior and disposition towards your fellow co-workers and clients (See Section 1.1 Our Purpose and Core Values and Section 1.3 Castle Keepers' Code of Conduct).
  - a. We have a zero tolerance for "bad attitudes" and rude conduct towards your co-workers and clients.
  - b. Treat everyone the way you would want to be treated - with dignity, respect, understanding and compassion.
3. If at any time you feel you are not being treated with respect or courtesy by co-workers or clients, contact a supervisor or manager.
4. The following is a non-exhaustive list of some behaviors that constitute a breach of courteous behavior on the part of the team member:
  - a. Behaving in an insubordinate manner towards a supervisor or refusing a supervisor's legitimate work order;
  - b. Working in a manner that willfully obstructs or hinders other team members from completing their assigned duties;
  - c. Failing to preserve the safety of both themselves and their fellow workers;
  - d. Releasing confidential information about the Company, its team members or its customers;
  - e. Misusing, destroying, or damaging client or Company property (or that belonging to a third party);
  - f. Fighting or gossiping.
5. As dictated by good manners and in accordance with behavior expected from professional, inaccurate and disrespectful comments about clients, co-workers, supervisors, managers, Castle Keepers, vendors, or companies that compete with Castle Keepers, are prohibited.
  - a. In addition, business etiquette also prescribes that team members refrain from discussing personal problems, politics, sex, earnings or religion with clients, as it is unprofessional.
  - b. Please don't comment about clients' furnishings or possessions to the clients or in the client's presence unless the comments are directly applicable to the service.
  - c. Do not talk loudly or shout questions or instructions to each other while in customers' homes.
  - d. If there is a legal or safety concern regarding any of the topics discussed in this policy, these matters are to be discussed with a Company supervisor or manager.
  - e. Nothing in this policy or any other policy is intended to prohibit you from discussing the terms and conditions or work or engaging in any conduct or activity protected by the National Labor Relations Act.
6. Civil behavior and language between Castle Keepers staff, teammates and clients is mandatory.

7. You should never take food or drink from a customer's home unless CLEARLY invited to do so.
  - a. Do not assume a plate of cookies on the counter is there for you to help yourself.
  - b. When food or drink is offered you should only take a reasonable portion, not the whole thing.
  - c. Under NO circumstances are you allowed to eat in a customer's home.
  - d. Do not bring your own food or drink into the customer's home for any reason.
  - e. Leave food in the car and drink by the entry door so it is available for hydration.
  - f. Never use a customer's appliances to warm or prepare your food.

## 11.2 Pets

1. Team members are expected to treat all pets in a customer's home with professional courtesy and care, even when the client is not home.
2. Notify the office of any unusual circumstances or behavior issues involving a client's pet.
3. Remember: in many cases your behavior towards a client's pet will dictate how the pet responds to you.

## 11.3 Communicating with Clients

1. Team member agrees not to make any promises to or agreements with customers on behalf of Castle Keepers.
2. Any requests made by the customer that is not within the normal scope of service should be referred to a supervisor or manager.

## 11.4 Special Circumstances

1. Any concerns or special circumstances regarding the topics discussed in this section should be discussed with a supervisor.
2. Any infraction of the above rules may result in disciplinary action up to and including termination of employment.

## 12 SAFETY

Castle Keepers' managers and team members work hard to create and maintain safe and healthy workplace environments.

### 12.1 Education and Training

1. Castle Keepers has developed and implemented safety rules and regulations.
2. The Company educates team members on the hazards of the workplace and trains team members regarding such hazards and the proper and safe method to perform job tasks through **Castle Keepers' Health and Safety Manual**.
3. Team members shall devote their full skill and attention to the performance of their job responsibilities utilizing the highest standard of care and good judgment.
  - a) Team members will follow all safety rules and regulations as listed in the Health and Safety Manual at all times including the use of protective clothing, devices, or equipment.
  - b) Team members are expected to attend all morning meetings, which will include updated safety information or take steps to acquire the content of any meetings missed.
  - c) Team members are expected to follow commands or directions of training and supervisors.
4. Safety procedures and regulations will be issued or modified from time to time and shall be effective immediately.
5. Procedure and regulation updates will be reviewed in the morning meetings, updated in the **Castle Keepers' Health & Safety Manual** and posted on team Tablets for reference.

### 12.2 Personal Protective Equipment

1. While training and working, safety equipment must be worn for your protection.
2. Personal protective equipment (PPE) is provided by Castle Keepers for your safety and use.
3. This includes kneepads, safety glasses and protective gloves, among other equipment.
4. You are responsible for making sure these items are included in the equipment set you are assigned and in good condition before you leave the office for the day.

### 12.3 On the Job Injury

1. If injured on the job, it is important to contact a supervisor immediately.
2. Everyone is concerned about your safety, and reporting an injury promptly will help ensure proper treatment is received.
3. If medical attention is necessary, you must receive medical attention through a physician or medical facility approved through Castle Keepers' workers compensation policy, otherwise you will be responsible for paying all health care provider fees.
4. Violations of safety rules may lead to disciplinary action up to and including termination of employment.
5. All job-related injuries or illnesses are to be reported to your supervisor immediately, regardless of severity. In the case of a serious injury, a team member's reporting obligation will be deferred until circumstances reasonably permit a report to be made.
6. Failure to report an injury or illness may preclude or delay the payment of any benefits to the team member and could subject Castle Keepers to fines and penalties.

## 12.4 Allergies/Colds

1. If you have a condition, whether chronic or temporary, which makes you cough or sneeze repeatedly throughout the day (ex: cold, seasonal allergy, etc.), but are healthy enough to work, you must wear a dust mask to prevent your coughing, sneezing, and sniffing from affecting customers and other team members (See Section 5.2 Call-Out Procedure).
2. Masks can be obtained from your supervisor.

## 12.5 Safety Violations

Team members may be disciplined for violations of Company safety policies up to and including termination of employment.

## 12.6 Drug, Alcohol, Weapons, and Workplace Violence

1. This policy requires that all individuals on Company premises or while representing Castle Keepers conduct themselves in a professional manner consistent with good business practices and conform with drug-free, alcohol-free, weapons-free and violence-free principles and standards in order to provide
2. What is Covered:
  - a) This policy follows pertinent federal and state laws and covers actions by or against Castle Keepers' team members, vendors, customers, or other members of the public you are in contact with during the working day and/or on Castle Keepers premises. The working day is defined as the time you check in until the time you check out.
  - b) Alcohol and/or illicit drugs will not be consumed during the working day.
  - c) Alcoholic beverages, illegal drugs and weapons will not be carried in Castle Keepers' vehicles or personal vehicles used for Castle Keepers' business.
  - d) A team member coming to work smelling of alcohol or exhibiting behavior consistent with drug or alcohol use will not be allowed to work.
  - e) Use, possession, solicitation for, or sale of weapons, alcohol, illegal drugs/substances, and/or prescription medications not prescribed for your personal use while in the performance of normal work assignments and/or on Company property are prohibited and may result in disciplinary action up to and including termination of employment. Local law enforcement authorities will be notified.
  - f) As a result of an accident, damage to, or loss of property (whether it belongs to Castle Keepers, a customer, or a third party), team members may be required to submit to drug or alcohol testing. Refusal to submit to such testing may result in disciplinary action up to and including termination of employment.
  - g) Possession of weapons by team members, including but not limited to firearms, knives, and explosives, presents the possibility of danger in the workplace and therefore is in direct violation of this policy. The possession of such articles while in the performance of normal work assignments and/or on Company property is prohibited.
3. Responsibility:
  - a) Castle Keepers team members are responsible for notifying their immediate supervisor (or next available manager) of any threats of violence, actual violence, alcohol use, illegal drug use or solicitation, weapons, or weapons use they have witnessed, received, or have been told that another person has witnessed or received.
  - b) Even without actual threat, team members should report any behavior they have witnessed which they regard as against Company policy, illegal, threatening, or violent when that behavior

- is job related, might be carried out during the working day, or is connected with Company employment or on Company premises.
- c) Once reported, Castle Keepers will start an investigation into alleged misbehavior.
  - d) Confidentiality will be maintained through the investigative process to the extent consistent with adequate investigative and appropriate corrective action.
  - e) Reprisals against reporting team members are prohibited.
  - f) If the team member is involved in a second allegation within a year, the team member will be terminated.
4. Substance Abuse
- a) Castle Keepers recognizes that individuals use substances such as alcohol and drugs, sometimes to an extent that their abilities and senses are impaired.
  - b) Our position regarding substance abuse is the same whether alcohol, marijuana and other illegal drugs, prescription drugs, or controlled substances are involved.
  - c) This policy is implemented because we believe that the impairment of any Castle Keepers team member due to his or her use of substances is likely to result in injury to other team members, the impaired team member, or to third parties, such as clients or business guests.
  - d) Moreover, substance abuse adversely affects team member morale, goal setting, and productivity.
  - e) "Impairment" or "being impaired" means that a team member's normal physical or mental abilities, or faculties, while at work have been detrimentally affected by the use of substances.
  - f) The team member who begins work while impaired or who becomes impaired while at work is guilty of a major violation of Castle Keepers' rules and is subject to severe disciplinary action.
  - g) Severe disciplinary action can include suspension, dismissal, or any other penalty appropriate under the circumstances.
    - i) The use, possession, transfer, or sale of any substance on Company premises or in any Company parking lot, storage area, vehicle, or job site is prohibited.
    - ii) Violations are subject to severe disciplinary action. In all instances, disciplinary actions to be administered shall be at the sole discretion and determination of Castle Keepers.
    - iii) Team members who are taking prescription drugs shall report this to management. This is for the protection of the team member and for safety purposes in case the medication interferes with safe driving, the team member has an adverse reaction to the drug while at work, or so the team member is not falsely accused of taking an illegal substance.
    - iv) When a team member is involved in the use, possession, transfer, or sale of a substance in violation of this policy, the Company may notify appropriate authorities. Castle Keepers is aware that substance abuse is a complex health problem that has both physical impact and an emotional impact on the team member, his or her family, and social relationships.
    - v) A substance abuser is a person who uses substances, as defined above, for non-medical reasons, and this use detrimentally affects job performance or interferes with normal social adjustments at work. Substance abuse is both a management and a medical problem.
    - vi) Any team member who suspects a substance abuse case should discuss the situation immediately with management.
  - h) Because each case is different, the handling and referral to the case must be coordinated with the supervisor and office manager.
  - i) Castle Keepers reserves the right to request team members submit to drug testing:
    - i) As a condition of continued employment
    - ii) Upon reasonable suspicion
    - iii) Following any accident that caused a reportable injury or more than \$100.00 property damage.
  - j) Castle Keepers reserves the right to choose the type of testing and testing facility.
  - k) Team members may be terminated for their refusal to submit to testing or who test positive for drugs or alcohol.
  - l) Team members will be terminated for misconduct and denied unemployment benefits.

5. Alcohol Abuse
  - a) Management has chosen to adopt an alcoholic beverage policy in keeping with the concern for and risks associated with alcohol use.
  - b) Alcoholic beverages shall not be served or used on Castle Keepers premises at any time.
  - c) Alcoholic beverages have no part in and shall not be used in conjunction with any Company function.
6. Drug Testing
  - a) Team members may be asked to submit to a drug/alcohol test if the Company believes that their ability to perform work safety or effectively may be impaired.
  - b) Prospective team members will be required to submit to a drug test once a conditional offer of employment has been extended and accepted.
    - i) An offer of employment by the Company is on the prospective team member testing negative for illegal substances.
  - c) Team members will be required to submit to a drug/alcohol test after any accident in which the team member seeks medical attention beyond simple first aid.
  - d) Team members may be required to submit to drug/alcohol testing on a random basis.
  - e) Additional testing may also be conducted as a required by applicable state or federal laws, rules, or regulations or as deemed necessary by the Company.
  - f) Before being required to submit to a drug test, the team must sign a written notice of a request for test and authorization and acknowledgement confirming they are aware of the policy and of their rights (See Appendix 14.6 Drug and Alcohol Test Consent Form).
7. Confidentiality
  - a) Castle Keepers is concerned with its team members' privacy, especially when matters regarding medical and personal information are involved.
  - b) As long as the information is not needed for police or security purposes, the Company shall maintain team member medical and personal information in confidence and release this information to authorized Company personnel on a "need to know" basis.
  - c) An exception to this policy is when the team member signs a release for the transfer of such information on forms acceptable to the Company to designated persons or agencies.
8. Searches
  - a) To ensure that illegal drugs, alcohol and weapons do not enter or affect the workplace, the Company reserves the right to search all vehicles, containers, desks, work spaces, or other items on Company property in furtherance of this policy.
  - b) Individuals may be requested to display personal property for visual inspection upon request by the Company.
  - c) Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to the Company's premises.
9. Violations
  - a) Nothing contained in this section shall eliminate or modify the Company's right to terminate any team member at any time for any reason.
  - b) Violation of any of the above policies may result in disciplinary action up to and including termination of employment.

## 12.7 SMOKING

1. "Smoking" includes the use of any tobacco products, electronic smoking devices, and e-cigarettes containing nicotine cartridges.
2. Smoking is only permitted during break times in designated outdoor areas.
3. Designated smoking areas are located outside the building and appropriate receptacles are available for cigarette butts.
4. Smoking is prohibited in:



- a. Castle Keepers' building
  - b. Castle Keepers' vehicles
  - c. Customers' homes
5. Always use appropriate receptacles to discard cigarette butts.
  - a. Do not leave cigarette butts in the driveway, street or yard when you are at a client's house or in the parking lot of a customer's apartment or condo complex.
  - b. Do not throw your cigarette butts on the ground or put cigarettes out near building entrances or in parking lots.
6. Ignoring these policies will result in disciplinary actions up to and including termination of employment.

## 12.8 Safety Resources

1. Occupational Safety and Health Administration ([www.osha.gov](http://www.osha.gov))
2. Castle Keepers' Health and Safety Manual

## 13 ETHICS

### 13.1 Allegations of Theft

1. Theft is defined as any stealing, use, or misuse of a client's or an employer's assets. Theft is not always tangible.
  - a. Theft of time occurs when a team member is paid for time that they did not work. This includes but is not limited to:
    - i. Falsifying time keeping records for yourself or someone else;
    - ii. Not working while on the job or while your teammate(s) are still working to finish cleaning a house.
  - b. Theft of money, supplies, any Company or client property includes but is not limited to:
    - i. Supplies, equipment, money, jewelry, or any other property from a client, coworker or employer;
    - ii. Knowledge of theft perpetrated by coworker(s).
  - c. Theft of information, including:
    - i. Sensitive Company information;
    - ii. Any client information.
  - d. If you witness or suspect theft, find a secure location and call your manager immediately. Don't wait until returning to the office to report theft if you are suspicious.
  - e. Non-compliance with this policy will result in discipline up to and including termination of employment.
2. We employ honest people and you assured us upon hire that you were someone who could be trusted.
3. To keep any notion of impropriety away, make sure you are conducting yourself in an ethical manner at all times:
  - a. Castle Keepers does not tolerate any form of theft by team members.
    - i. Any allegation of theft will be dealt with promptly and confidentially.
    - ii. Our objectives are to see that our client recovers all missing property and that the perpetrator is punished to the fullest extent of the law.
  - b. Once an allegation of theft has been made the team will be interviewed.
    - i. During the investigation process the teammate(s) and captain will not work together for an amount of time to be determined by the situation.
    - ii. If the theft allegation is not resolved by Castle Keepers, we will encourage the customer to file a police report.
    - iii. Castle Keepers will cooperate fully with the police and will expect every team member who serviced the home during the period of the alleged theft to fully cooperate also, including submitting to police interviews and/or polygraph tests.
    - iv. If the police are unable to prove a team member is guilty of theft, Castle Keepers still reserves the right to prescribe disciplinary action.
  - c. The disciplinary action is prescribed on a case by case basis, therefore an individual or entire team may be disciplined for theft allegation.
  - d. Castle Keepers also reserves the right to search any personal belongings or vehicles.
  - e. If the team member is involved in a second allegation within a year, the team member will be terminated.

## **13.2 Investigations of Current Team Members**

1. The Company may occasionally find it necessary to investigate current team members.
2. Investigations of team members may, where appropriate, include credit reports and investigations of criminal records.
3. In the event that a consumer report is obtained, the Company will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the associate with any required notices and forms.
4. Team members subject to investigation are required to cooperate with the Company's lawful efforts to obtain relevant information and may be disciplined up to and including termination for failure to do so.

## 14 APPENDICES

### 14.1 Acknowledgement of Receipt of Castle Keepers Policy Manual 2017

#### SAMPLE

If you suspect or are aware of any violation of Company policy as described in this policy manual, it is an obligation of employment to report it to a supervisor, manager or owner of the Company.

I acknowledge that I have read the Castle Keepers Policy Manual and it has been reviewed with me. I understand that nothing in this Policy Manual constitutes an employment contract. Employment with Castle Keepers is for no fixed or definite period of time. In such an at will relationship, either I or Castle Keepers may choose to end the employment relationship at any time for any reason. I understand that the terms and conditions outlined in this Policy Manual can be changed at any time but that no change to my employment at will status will be effective unless in writing and signed by the President. I also understand that I may request from the office to see a copy of this manual at any time.

Name (please print): \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

## 14.2 Acknowledgement of Receipt of Castle Keepers Team Member Handbook 2017 SAMPLE

If you suspect or are aware of any violation of Company policy as described in this Handbook, it is an obligation of employment to report it to a supervisor, manager or owner of the Company.

I acknowledge that I have read the Castle Keepers Team Member Handbook and it has been reviewed with me. I understand that nothing in this Handbook constitutes an employment contract. Employment with Castle Keepers is for no fixed or definite period of time. In such an at will relationship, either I or Castle Keepers may choose to end the employment relationship at any time for any reason. I understand that the terms and conditions outlined in this Handbook can be changed at any time but that no change to my employment at will status will be effective unless in writing and signed by the President. I also understand that I may request from the office to see a copy of this Handbook at any time.

Name (please print): \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

### 14.3 Non-Competition, Non-Solicitation, and Confidentiality Agreement SAMPLE

## Non-Compete Agreement

I, \_\_\_\_\_, as an at-will employee of Castle  
(Print Name)

Keepers, Inc., **do hereby agree**, either directly or indirectly at any time during the duration of my employment, and **for a one year period after my employment** with Castle Keepers is terminated by either party:

1. Not to induce or attempt to persuade any current employee of Castle Keepers' business into terminating their employment with Castle Keepers in order to enter into any relationship with me in any business organization in which I as a participant in any capacity whatsoever competes with the business of Castle Keepers.
2. Not to solicit any current customer or account of Castle Keepers to become a customer of a business in which I am a participant in any capacity whatsoever, which competes with Castle Keepers.
3. Not to use contracts, proprietary information, trade secrets, confidential information, customer lists, mailing lists, good will or any other intangible property use or useful in connection with Castle Keepers' business.
4. Not to become an employee of or otherwise work for any customer of Castle Keepers performing the type of work I was performing for Castle Keepers during my term of employment.
5. Not to directly or indirectly own, operate, consult to or be employed by any firm in a business substantially similar to or competitive with the present business of Castle Keepers or such business activity in which Castle Keepers may engage during employment.

I acknowledge that I will develop and be exposed to information that is or will be confidential and proprietary to Castle Keepers. This information includes, but is not limited to, customer lists, marketing plans, pricing data, and other intangible information. I agree to maintain such information only in the performance of my duty to Castle Keepers and agree to maintain such information at all times in strict confidence.

I agree to pay "liquidated damages" to Castle Keepers as compensation for lost sales or profits if customers or employees leave Castle Keepers and become customers or employees of mine or my new employer, if the business is substantially similar to or competitive with the present business of Castle Keepers, or such business activity in which Castle Keepers may engage during employment, for a period of one year after my departure. These damages shall be in the amount of no less than \$3,000.

I acknowledge that monetary damages would be inadequate to compensate Castle Keepers for any breach by me of any matter set forth herein. I agree that, in addition to other remedies which may be available, Castle Keepers may be entitled to obtain injunctive relief against the threatened breach of this agreement or the continuation of any breach, or both without the necessity of proving actual damages.

This agreement shall be binding upon and shall inure to the benefit of Castle Keepers, its successors and assigns. If any provision of this agreement or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other parties or circumstances will not be affected thereby, the provisions of this Agreement being severable in

any such instance. In the event any provision in this Agreement is determined by a court of competent jurisdiction to be unreasonable and unenforceable, Castle Keepers and I agree to agree to submit to such revised agreement as the court may deem reasonable and enforceable. The waiver by Castle Keepers of the breach of any provision of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach by me. This agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Nothing in this Agreement shall be construed as altering the at-will employment relationship between me and Castle Keepers.

I acknowledge that I have been advised that it is important for me to seek separate legal advice and representation in this matter. I may request a copy of this document at any time from the office.

Employee:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Castle Keepers Manager

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

REV 090215

**14.4 Terms of Employment Notice SAMPLE**



**Terms of Employment Notice**

Employer:	<input type="checkbox"/> full-time	<input type="checkbox"/> part-time	<input type="checkbox"/> seasonal
Name of Employee (Team Member):			
Social Security Number:			
Address:			
Phone Number:			
<p><i>In compliance with § 41-10-30 of the S.C. Code of Laws, 1976, as amended, you are hereby notified of the terms of employment:</i></p> <ol style="list-style-type: none"> <li>1. Range of hours per week _____</li> <li>2. Rate of pay during orientation and field training will be \$ ____/hour.</li> <li>3. Rate of pay for office work will be \$ ____/hour.</li> <li>4. Rate of pay for commission jobs is             <ul style="list-style-type: none"> <li>Captain _____% of the Bill Rate for each house cleaned.</li> <li>Teammate _____% of the Bill Rate for each house cleaned.</li> </ul> <p>The split rate is based on a two-person team, each team member starting and finishing in the house at the same time, sharing the work evenly (each team member working 50% of the total labor hours spent in the house). In a case where a team member's time is more or less than 50% of the time spent cleaning the home, the split percentages will be prorated accordingly. If another team must re-clean a house the team member has cleaned, the team member's pay may be reduced. Additional adjustments may be made to the split percentage for sub-standard performance, poor attendance, or repeated or consistent violation of company policies or procedures. Split percentages are contingent on adherence to company policies and procedures.</p> </li> <li>5. Rate of pay for composite hourly rate is             <ul style="list-style-type: none"> <li>Captain \$ ____/hour for all time spent cleaning.</li> <li>Teammate \$ ____/hour for all time spent cleaning.</li> <li>\$ ____/hour for office and drive time.</li> </ul> </li> <li>5. Team members will never make less than minimum wage for the time worked in a pay period.</li> <li>6. The pay period runs from Sunday to Saturday. Employees are paid weekly on Friday for the previous pay period.</li> <li>7. Place of payment is _____</li> <li>8. Time of payment is _____</li> <li>9. Deductions that may be made from wages include, but are not limited to, breakage, traffic or parking citations, ID badge replacements, loans, advances, insurance or health plan premiums, wage garnishments, T-shirts and ID badges not returned upon termination of employment, and any other debt.</li> </ol> <p style="text-align: center;"><b>Any changes in these terms shall be made in writing and at least seven calendar days before they become effective.</b></p>			
<b>Additional Terms</b>			
<ol style="list-style-type: none"> <li>10. Team members become eligible for five days of paid vacation after being employed for one year and ten days after being employed for five years. Vacation pay is a daily average of the previous 4 weeks' pay. Team members must be within attendance requirements to be eligible for vacation pay.</li> <li>11. There are six paid holidays granted a year (January: New Year's Day; May: Memorial Day; July: Independence Day; September: Labor Day; November: Thanksgiving Day; December: Christmas Day). Team members become eligible for holiday pay after being employed for six months. Holiday pay is a daily average of the previous 4 weeks' pay. Team members must be present at work the day before and the day after the holiday and be within attendance requirements to be eligible for holiday pay.</li> </ol>			
_____ Employee Signature	_____ Date	_____ Employer Representative Signature	_____ Date

Revised 122916



## 14.6 Drug and Alcohol Test Consent Form SAMPLE

### **DRUG AND ALCOHOL TEST CONSENT FORM**

#### **CONSENT FOR PRE-EMPLOYMENT RANDOM OR REASONABLE SUSPICION DRUG OR ALCOHOL TEST SCREEN AND RELEASE COVENANT NOT TO SUE AND INDEMNITY AGREEMENT**

I hereby CONSENT to allow Castle Keepers or affiliated medical facility ( \_\_\_\_\_ ) to take a specimen of my hair, urine, blood or saliva and submit it for a pre-employment, random or reasonable suspicion drug test screen. I FURTHER CONSENT to allow the laboratory testing service to make the results of such screen available to the prospective or current employer, Castle Keepers.

In consideration for such services being rendered on my behalf, I hereby RELEASE the laboratory testing service its officers, agents and employees from any and all claims which I might otherwise have due to such results being made so available. I hereby CONSENT NOT TO FILE ANY ACTIONS at law or in equity against Castle Keepers of Charleston, the laboratory testing service, their respective officers, agents or employees in connection with the results of such screen being made so available, and I hereby agree to IDEMNIFY AND SAVE HARMLESS Castle Keepers, the laboratory testing service, their respective officers, agents and employees from all damages, expenses reasonable attorney's fees and costs of court which they or any of them may suffer or incur, jointly or severally, due to the results of such screen being made so available.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CK Initials \_\_\_\_\_

Verification \_\_\_\_\_

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