

**MASS STATE CLEANING**  
— Janitorial Services —

# **Mass State Cleaning LLC**

## **Employee Handbook**

**January 23, 2019**

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# Core Policies

## 1.0 Welcome

### 1.1 *A Welcome Policy*

Welcome! You have just joined a dedicated organization. We hope that your employment with Mass State Cleaning LLC will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

Mass State Cleaning LLC complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact Jen Litchfield.

We wish you success in your employment here at Mass State Cleaning LLC!

All the best,

Michial Davis, Owner  
Mass State Cleaning LLC

### 1.2 *At-Will Employment*

Your employment with Mass State Cleaning LLC is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice

and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Owner has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Owner.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

This policy may not be appropriate in its entirety for employees working in Montana.

## **2.0 Introductory Language and Policies**

### **2.1 *About the Company***

Mass State Cleaning is one of New England's premier cleaning and janitorial companies. Headquartered in Massachusetts, serving all of New England including MA, RI, CT, ME, and NH, Mass State Cleaning has been a family owned and operated business since 2002. Our commitment to excellence has led to the steady increase of long-term, happy customers and our growth into a premier janitorial and cleaning service company. Mass State Cleaning has become one of the finest janitorial companies in the industry by providing the highest levels of service, advanced technologies, unique cleaning methods and systems. The company is known for a strong management structure, professionally trained staff, and the strictest quality control standards. We enjoy a reputation for superb communication with our clients, unparalleled understanding of our client's needs, flexibility and responsiveness - all in our continual quest to assure customer satisfaction. Mass State Cleaning services a wide range of businesses from small companies to large corporate enterprises, adding value and creativity to every project we take on. We are dedicated to developing partnerships based on trust and solutions based on value, cost control and efficiencies.

### **2.2 *Ethics Code***

Mass State Cleaning LLC will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Mass State Cleaning LLC.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

### **2.3 Mission Statement**

It is our mission to constantly exceed customer expectations by delivering high quality janitorial services to our clients on each and every visit. We focus on our client's needs and work to earn their respect by building long-term relationships based on mutual trust and total customer satisfaction.

Our core values are honesty, integrity, accountability, dependability, diversity, professionalism, and teamwork.

## **3.0 Hiring and Orientation Policies**

### **3.1 Conflicts of Interest**

Mass State Cleaning LLC is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your supervisors. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

### **3.2 Job Descriptions**

Mass State Cleaning LLC attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your supervisors.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your supervisors.

### **3.3 New Hires and Introductory Periods**

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Mass State Cleaning LLC and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

### **3.4 Training Program**

In most cases, training employees is done on an individual basis by the supervisor. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your supervisors.

### **3.5 *Employment Authorization Verification***

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Mass State Cleaning LLC. If you are currently employed and have not complied with this requirement or if your status has changed, inform your supervisors.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.



## **4.0 Wage and Hour Policies**

### **4.1 Attendance Policy**

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your supervisors. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Mass State Cleaning LLC reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

### **4.2 Business Expenses Policy**

The purpose of this policy is to define approved nontravel business expenses and the authority for incurring and approving such expenses at Mass State Cleaning LLC.

Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal Company procurement processes.

#### **Entertainment**

The Company pays for entertainment expenses only when they clearly benefit the Company and include customers and are promotional in nature. The most senior individual present is to pay for and report all expenses.

#### **Technical and Training Seminars**

The Company pays for expenses associated with attendance at classes and seminars that enhance job-related skills. Prior approval must be obtained by your supervisors.

#### **Gifts**

You may present gifts only under exceptional circumstances and with prior approval of the appropriate Company officer. The Company does not reimburse cost over \$25 for business gifts.

#### **Other Expenses**

The Company will pay for postage and telephone expenses that are for business purposes.

#### **Reporting**

Report approved expenses on the standard expense report form and include a description of the expense, its business purpose, date, place, and the participants.

### **4.3 Direct Deposit**

Mass State Cleaning LLC encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask the Office Manager for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check.

### **4.4 Introduction to Wage and Hour Policies**

At Mass State Cleaning LLC, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your supervisors.

### **4.5 Job Abandonment**

If you fail to show up for work or call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Mass State Cleaning LLC.

### **4.6 Paycheck Deductions**

Mass State Cleaning LLC is required by law to make certain deductions from your pay each pay period. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your supervisors. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

### **4.7 Travel Expenses**

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at Mass State Cleaning

LLC.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved Mass State Cleaning LLC business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your supervisors has been received.

### **Advances**

The Company does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on the standard Expense Report Form.

### **Travel Expenses**

The Company pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

- Airline tickets.
- Meals and lodging.
- Car rental, bus, taxi, parking.
- Telephone and fax.
- Laundry and dry cleaning (trips exceeding one week only, unless emergency).
- Business supplies and services.
- Associated gratuities.
- Other expenses necessary to achieve the business purposes.

### **Air Travel**

Use economy or tourist class airfares when traveling on Company business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used, and no more than two Company officers should travel together on the same flight.

Airfares are to be charged to personal credit cards and subsequently submitted for reimbursement on a monthly expense report.

### **Hotels**

Neither in-room movies nor refreshment bars are approved Company expenses.

### **Insurance**

The Company does not pay for personal travel insurance for employees.

### **Rental Cars**

You are to use rental firms having existing relationships with the Company and, where feasible, have negotiated discount rates. Available reasonable transportation is to be used.

### **Personal Vehicles**

When using your own vehicle for business purposes, you must maintain insurance coverage as required by law. Travel between your home and primary office is not considered to be business travel. You may not use your personal vehicle for business travel without authorization. Every attempt should be made to utilize the use of courier and delivery services in order to avoid hazard of liability and the time away from work. You will be reimbursed for vehicle use at the standard IRS mileage rate. The Owner must authorize any deviation from this policy.

### **Reporting**

Report approved expenses and include a description of the expense, its business purpose, date, place, and the participants.

### **Travel Reservations**

Airline travel, rental cars, and hotels must be booked through the corporate designated travel agency in order to be reimbursed.

## **5.0 Performance, Discipline, Layoff, and Termination**

### **5.1 *Outside Employment***

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Mass State Cleaning LLC is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect job performance, work hours, or scheduling, or otherwise adversely affect your ability to effectively perform your duties. Any conflicts should be reported to your supervisors. Failure to adhere to this policy may result in discipline up to and including termination.

### **5.2 *Performance Improvement***

Mass State Cleaning LLC will make efforts to periodically review your work performance. The performance improvement process will take place annually, or as business needs dictate. You may specifically request that your supervisors assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

### **5.3 *Problem Solving Procedures***

Mass State Cleaning LLC strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your supervisors and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your supervisors at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisors. If you have already brought this matter to the attention of your supervisors before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

## **5.4 Standards of Conduct**

Mass State Cleaning LLC wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.

- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

### **5.5 Transfers**

Mass State Cleaning LLC may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

### **5.6 Workforce Reductions (Layoffs)**

If necessary based upon business needs, Mass State Cleaning LLC management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

## **6.0 General Policies**

### **6.1 Authorization for Use of Personal Vehicle**

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. Mass State Cleaning LLC may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Company.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

### **6.2 Computer Security and Copying of Software**

Software programs purchased and provided by Mass State Cleaning LLC are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company, or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party. The Owner is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the Company must be purchased through the Owner.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.



### **6.3 *Driving Record***

All employees required to operate a motor vehicle as part of their employment duties at Mass State Cleaning LLC must maintain a valid driver's license and acceptable driving record. The Company may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including but not limited to driving infractions, must be reported to the Company.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

### **6.4 *Employer Sponsored Social Events***

Mass State Cleaning LLC holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a supervisors prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi, Uber, or Lyft or appoint a designated driver.

### **6.5 *Employer-Provided Cell Phone/Mobile Device Policy***

The purpose of this policy is to provide guidance to departments and employees regarding eligibility for Mass State Cleaning LLC-provided cell phones and plans, and the appropriate use of the phone and plan.

You must have a legitimate business need for a cell phone/mobile device and the issuance of same must be approved by your supervisors. The typical legitimate reasons employees may need a cell phone/mobile device include frequent business travel or for key personnel who must be immediately reachable during an emergency.

When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Company, you are responsible for the cost of that usage, including all applicable taxes. Make note of personal calls and reimburse the Company after review of the monthly call detail.

If the cell phone/mobile device has a flat rate airtime/data plan, you are responsible for reimbursing the Company when personal activities cause the plan threshold to be exceeded. With concurrence of an authorized signer on the account, you should determine the amount of personal use that caused the usage to exceed the plan and reimburse the Company for that amount plus all applicable taxes. If you drive a vehicle during your employment, you may not

use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device. This option must be approved by your supervisors.

The Company owns and remains entitled to all cell phone/mobile devices, including all passwords controlling access to them. You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the Company in operable condition.

### **6.6 Nonsolicitation/Nondistribution Policy**

To avoid disruption of business operations or disturbance of employees, visitors, and others, Mass State Cleaning LLC has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to supervisors.

### **6.7 Open Door Policy**

At Mass State Cleaning LLC, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your supervisors or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value

to the Company.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are considered to be the property of the Company.

### **6.8 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of Mass State Cleaning LLC. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Mass State Cleaning uniform is to be worn every shift including blue logod shirt, reasonable pants, and closed shoes. Employees upon hire are provided with 2 uniform shirts at no cost and may request more from supervisor at employees expense thereafter. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your supervisors to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

### **6.9 Personal Cell Phone/Mobile Device Use**

While Mass State Cleaning LLC permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when

they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may connect your personal device to the Company network or to Company equipment (computers, printers, etc.).

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain authorization from the Owner. If you are authorized to use a personal device, you will receive a monthly stipend based on the estimated use of the device. If you obtain or currently have a plan that exceeds the monthly stipend, the Company will not be liable for the cost difference.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

### **6.10 Personal Data Changes**

It is your obligation to provide Mass State Cleaning LLC with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact the Office Manager.

### **6.11 Security**

All employees are responsible for helping to make Mass State Cleaning LLC a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your supervisors immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your supervisors of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

## **6.12 Social Media Policy**

At Mass State Cleaning LLC, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

### **Guidelines**

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

### **Know and Follow the Rules**

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### **Be Respectful**

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

### **Maintain Accuracy and Confidentiality**

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### **Using Social Media at Work**

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

### **Media Contacts**

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

### **Retaliation and Your Rights**

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

### **6.13 Telecommuting**

Telecommuting is defined as regularly working a full or partial workday from home or some other alternate work site.

Mass State Cleaning LLC will make telecommuting available to employees when it benefits organizational and departmental needs. This option may not be available in some job classifications due to business needs. Each supervisor will determine, in his or her discretion, the positions that may be suitable for

telecommuting.

If you are granted the opportunity to telecommute, you will be subject to the same performance standards as prior to telecommuting. Telecommuting work areas may be evaluated to ensure that appropriate safety standards are met. Telecommuting may be a reasonable accommodation; consult the Office Manager if you are requesting telecommuting as a reasonable accommodation.

#### **6.14 *Third Party Disclosures***

From time to time, Mass State Cleaning LLC may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to the Owner. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the Owner.

#### **6.15 *Workplace Privacy and Right to Inspect***

Mass State Cleaning LLC property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

## **7.0 Benefits**

### **7.1 401(k) Plan**

All employees who have completed at least 3 months of employment at Mass State Cleaning LLC are eligible to participate in the 401(k) plan. The Company provides matching funds to assist you with your retirement savings. As with other benefits, refer to your Summary Plan Description (SPD) provided by the Office Manager for specifics. If you have further questions about pension or profit sharing rights, consult with the Office Manager. This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

### **7.2 Bereavement Leave**

Mass State Cleaning LLC recognizes the importance of taking leave when there is a death in the family. You are entitled to take up to 3 days off without pay for the funeral of an immediate relative. Pay is based on the regular rate for an eight-hour day. Authorized leave without pay is available for extended funeral matters. Personal leave time may also be taken when necessary. Notify Human Resources of your intention to take bereavement leave as soon as the need arises. The Company may request documentation to support absences for bereavement leave.

### **7.3 Exempt Personnel**

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your supervisors for clarification.

### **7.4 Holidays**

Mass State Cleaning LLC offers the following paid holidays to full-time employees:

Thanksgiving Day

Christmas Day

### **7.5 Leaves of Absence**

The company recognizes that a temporary disability may preclude an employee's attendance at work. In such cases, the Company will attempt to reasonably accommodate the needs of the employee as well as the needs of the business. If leave is granted, any extensions will be subject to the same considerations.



Employees that request a leave of absence must do so in writing. That request should be accompanied by a doctor's statement with an expected date of return. If the expected date of return changes, the employee should immediately notify the company. Prior to returning to work, the employee must provide the company with written medical certification of their ability to work. Upon returning to work, the employee will be reinstated to their former position or one that is substantially the same, depending on the availability of any position at the time.

Any unused accrued sick time must be used prior to any unpaid time. The company may require the use of other accrued paid time off in accordance with state and federal medical leave regulations.

### ***7.6 Regular Full-Time Personnel***

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work 40 or more hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at Mass State Cleaning LLC are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

### ***7.7 Regular Part-Time Personnel***

All employees who work fewer than 40 hours per week are considered part time. Part-time employees are not eligible for Mass State Cleaning LLC benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

### ***7.8 Temporary Personnel***

Temporary employees are hired for a specific period or specific work project, not to exceed 3 months in duration. Mass State Cleaning LLC reserves the right to extend the duration of temporary employment where necessary. Temporary employees are not eligible for benefits unless specified otherwise in this handbook or in the benefit plan summaries, or specifically permitted by law.

### ***7.9 Unemployment Compensation Insurance Policy***

Unemployment compensation insurance is paid for by Mass State Cleaning LLC and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

### ***7.10 Workers' Compensation Insurance Policy***

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and

expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Mass State Cleaning LLC, no matter how slightly, you are to report the incident immediately to your supervisors. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your supervisors immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

### **7.11 Military Leave (USERRA)**

Mass State Cleaning LLC complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to the Office Manager. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your supervisors of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact the Office Manager.

## **8.0 Safety and Loss Prevention**

### **8.1 General Safety Policy**

It is the responsibility of all Mass State Cleaning LLC employees to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your supervisors as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow the Company health and safety rules may result in disciplinary action, up to and including termination of employment.

### **8.2 Policy Against Workplace Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Mass State Cleaning LLC, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

#### **Zero Tolerance Policy**

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

#### **Prohibited Conduct**

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

#### **Reporting Incidents of Violence**

Report to your supervisors or the Owner, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where

there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

## **Violations**

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

## **Retaliation**

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to the Owner.

## **8.3 Drug-Free Workplace**

### **Drug-Free Workplace Act**

As a federal contractor, Mass State Cleaning LLC must comply with the requirements of the Drug-Free Workplace Act of 1988, which is a part of Public Law 100-690, Anti-Drug Abuse Act of 1988. The federal Drug-Free Workplace Act of 1988 (§ 5152) covers grants and contracts for the procurement of any service with a value of \$25,000 or more.

To comply with the act, federal agency contractors and federal grant recipients must provide a drug-free workplace. These federal contractors and grant recipients will:

- Publish a statement prohibiting the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs in the workplace and specify the actions that will be taken against employees for violations.
- Distribute a copy of the policy statement to employees engaged in the performance of a federal grant or contract.
- Notify employees that compliance with the policy is a condition of employment on such grant or contract and that employees must abide by the terms of the policy statement. The policy statement includes the requirement that employees notify the Company of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notify the granting or contracting agency within 10 days after learning of a criminal drug statute conviction.
- Impose a sanction as required under this act on employees who are so convicted.

- Establish a program of drug-free awareness, informing employees about the organization's policy of maintaining a drug-free workplace, the penalties that may be imposed upon employees for drug-abuse violations, the dangers of drug abuse in the workplace, and any available drug counseling, rehabilitation, and assistance programs.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

### **Americans with Disabilities Act**

In addition to complying with the federal Drug-Free Workplace Act of 1988, the Company must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA). Individuals who currently use drugs illegally are not individuals with disabilities protected under the ADA when an employer takes action because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

### **Drug-Free Workplace Policy**

The Company, in compliance with the federal Drug-Free Workplace Act of 1988, has adopted the following policy that must be adhered to as a condition of employment:

- The unlawful use, possession, manufacture, dispensation, or distribution of controlled substances in all work locations is prohibited.
- Any employees convicted of a criminal drug statute violation occurring in the workplace must notify their supervisors of the conviction within five days after the conviction. As required by the federal Drug-Free Workplace Act of 1988, the Company must inform contracting or granting agencies of such convictions within 10 days after receiving notification or otherwise receiving notice of a conviction.
- Upon receiving such notification, the Company, in conjunction with the location concerned, will take all steps necessary to assure the proper conduct of sponsored projects and programs. If a decision is reached to allow the affected individual to continue employment with the Company, the individual must participate in and satisfactorily complete an approved drug abuse assistance or rehabilitation program.

The Company will evaluate its obligations in accordance with state and other applicable laws where required, on a case by case basis.

## **9.0 Trade Secrets and Inventions**

### ***9.1 Confidentiality and Nondisclosure of Trade Secrets***

As a condition of employment, Mass State Cleaning LLC employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management. If you have information that leads you to suspect that employees or competitors are obtaining such information, you are required to inform your supervisors or the Owner.

Violation of this policy may result in discipline or termination, and may subject the violator to civil liability.

## **10.0 Customer Relations**

### ***10.1 Customer, Client, and Visitor Relations***

Mass State Cleaning LLC strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your supervisors immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your supervisors or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

# **Massachusetts Policies**

## **11.0 Introductory Language and Policies**

### ***11.1 Revisions to Handbook***

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Mass State Cleaning LLC policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook.



## **12.0 Hiring and Orientation Policies**

### **12.1 Disability Accommodation**

Mass State Cleaning LLC complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including pregnancy, childbirth, and related medical conditions, such as lactation or the need to express milk for a nursing child. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

Where an individual is suffering from a pregnancy-related disability or condition, reasonable accommodation may include, but is not limited to:

- More frequent or longer paid or unpaid breaks;
- Time off to attend to a pregnancy complication or recover from childbirth with or without pay;
- Acquisition or modification of equipment or seating;
- Temporary transfer to a less strenuous or hazardous position;
- Job restructuring;
- Light duty;
- Private non-bathroom space for expressing breast milk;
- Assistance with manual labor; or
- A modified work schedule.

If you require an accommodation because of your disability, it is your responsibility to notify your supervisors. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable

accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

## **12.2 EEO Statement and Nonharassment Policy**

### **Equal Opportunity Statement**

Mass State Cleaning LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of sex (including pregnancy, childbirth, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), sexual orientation, gender identity, AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisors or any other designated member of management.

### **Policy Against Workplace Harassment**

Mass State Cleaning LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's sex (including pregnancy, childbirth, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), sexual orientation, gender identity, AIDS/HIV status, arrest and

conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

## **Sexual Harassment**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) 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.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

## **Other Harassment**

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's sex (including pregnancy, childbirth, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), sexual orientation, gender identity, AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute

other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

### **Reporting Discrimination and Harassment**

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Michial Davis, Owner, 781-351-1183, [mike@massstatecleaning.com](mailto:mike@massstatecleaning.com) or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **12.3 Pregnant Workers Fairness Act Notice**

The Massachusetts Pregnant Workers Fairness Act prohibits discrimination against employees due to pregnancy or conditions related to pregnancy. The law also requires employers to provide reasonable accommodations to employees who are pregnant or have a condition related to pregnancy. Conditions related to pregnancy include, but are not limited to, morning sickness, lactation, or the need to express breast milk.

The procedures for requesting an accommodation are described in the Massachusetts Disability Accommodation policy.

## **12.4 Religious Accommodation**

Mass State Cleaning LLC is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you request an absence to observe a holy day, you must provide the Company with at least 10 days' notice. The Company may require you to make up the time lost.

If you require a religious accommodation, speak with your supervisors the Office Manager.

## **13.0 Wage and Hour Policies**

### **13.1 Accommodations for Nursing Mothers**

Mass State Cleaning LLC will provide nursing mothers reasonable unpaid break time to express milk for their nursing child(ren).

Expressed milk can be stored in a personal cooler.

You are encouraged to discuss the length and frequency of these breaks with your supervisors.

### **13.2 Meal and Rest Periods**

Mass State Cleaning LLC strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your supervisors regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisors know; in addition, notify your supervisors as soon as possible if you were unable to or prohibited from taking a meal or rest period.

### **13.3 Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisors.

At certain times Mass State Cleaning LLC may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

### **13.4 Pay Period**

At Mass State Cleaning LLC, the standard pay period is weekly for all employees. Pay dates are Wednesdays. If a pay date falls on a holiday, you will be paid on the preceding workday. If a pay date falls on a Saturday, paychecks will be issued on Friday. If a pay date falls on a Sunday, paychecks may be issued on Monday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisors if this type of date arises.

If you are paid by commission, refer to your commission agreement.

**Review your paycheck for accuracy.** If you find an issue, report it to your supervisors immediately.

### **13.5 Recording Time**

Federal and state laws require Mass State Cleaning LLC to keep accurate records of hours worked by nonexempt (hourly) employees. Clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time. All nonexempt employees are required to enter their hours worked accurately, including all lunch periods and any rest periods of more than 20 minutes. You are required to notify the Company of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntary missed meal or break periods.

Do not complete the time sheet of any other employees or request that they do so for you. Be sure to indicate your days off. Any changes to your time sheet must be approved of and initialed by your supervisors. Time sheets are to be turned in to the Office Manager on the designated day of each week.

Falsification of time records or recording time for other employees may result in discipline up to and including termination of employment.

### **13.6 Travel Time Pay**

Some nonexempt positions within Mass State Cleaning LLC require travel. The Company pays nonexempt employees for travel time as follows:

#### **Home to Work Travel**

Ordinary travel between home and work is not compensable working time. However, if you regularly work at a fixed location and are required, for the convenience of the Company, to report to a location other than your regular work site, you will be compensated for all travel time in excess of your ordinary travel time between home and work with allowance for associated transportation expenses.

#### **Travel That Is All in a Day's Work**

If you are required or directed to travel from one place to another after the beginning of or before the close of the work day, you will be compensated for all travel time and will be reimbursed for all transportation expenses.

#### **Travel Away from Home Community**

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. The

Company will not consider as work time that time spent in travel away from home outside of your regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

### **Calculating and Reporting Travel Time**

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.



## **14.0 Performance, Discipline, Layoff, and Termination**

### **14.1 Criminal Activity/Arrests**

Involvement in criminal activity during employment, whether on or off Mass State Cleaning LLC property, may result in disciplinary action including suspension or termination of employment. Disciplinary action depends upon a review of all factors involved, including whether or not the action was work-related, the nature of the act, or circumstances that adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any case in court.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled as a result of an arrest may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

Any disciplinary action taken will be based on information reasonably available. This information may come from witnesses, police, or any other source as long as management has reason to view the source as credible.

### **14.2 Disciplinary Process**

Violation of Mass State Cleaning LLC policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisors will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

### **14.3 Post-Employment Reference Policy**

Mass State Cleaning LLC policy is to confirm dates of employment and job title only. With written authorization, the Company may confirm compensation. Forward any requests for employment verification to the Office Manager.



## **15.0 General Policies**

### **15.1 Payroll Advances and Loans**

The company will not provide payroll advances or loans to employees under any circumstances.

### **15.2 Personnel and Medical Records**

Mass State Cleaning LLC maintains a personnel and medical file for every employee. Medical records will be kept in a separate folder. Every effort will be made to keep your personnel and medical records confidential. Access is on a "need-to-know" basis only. This includes, but is not limited to, supervisors and others in management reviewing the file for possible promotion, transfer, or layoff.

Upon written request, the Company will provide you the opportunity to review your personnel file or will provide you with a copy of your personnel file. Inspection must occur in the presence of a Company representative during normal working hours. All requests by an outside party for information contained in your personnel file will be directed to the Office Manager, who is the only person beside the Owner, authorized to give out such information.

### **15.3 Voicemail, Email, and Internet Policy**

This Voicemail/Email/Internet Policy is intended to provide Mass State Cleaning LLC employees with the guidelines associated with the use of the voicemail/email/Internet system (the system). This policy applies to all employees and any others accessing and/or using the system through onsite or remote terminals.

#### **General Provisions**

- The system, and all data transmitted or received through the system, is the exclusive property of the Company. You should not have any expectation of privacy in any communication over this system. If you are permitted to have access to the system, you will be given a voicemail, email, and/or Internet address and/or access code and will have use of the system consistent with this policy.
- The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over the system. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without the prior consent.
- The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents,

trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

- You should not interpret the use of password protection as creating a right or expectation of privacy. To protect everyone involved, no one can have a right or expectation of privacy regarding the receipt, transmission, or storage of data on the Company voicemail/email/Internet system.

Any employees who violate this policy will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

## **16.0 Benefits**

### **16.1 Crime Victim and Witness Leave**

Occasionally, employees may be the victim of a crime or legally compelled to attend a judicial proceeding as a witness. In these circumstances, employees may take unpaid leave to:

- Respond to a subpoena to appear as a witness in any criminal proceeding;
- Attend a court proceeding or participate in a police investigation related to a criminal case in which they are a witness or a crime victim (or a deceased family member was a victim);
- Attend or participate in a court proceeding related to a civil case in which they are a victim of family violence; or
- Obtain a restraining or protective order on their own behalf.

If you need to take leave under this policy, notify your supervisors as soon as possible. You may be required to provide documentation supporting such leave.

This policy does not apply to employees who have committed or are alleged to have committed a crime.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### **16.2 Jury Duty Leave**

Mass State Cleaning LLC encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisors as soon as possible to make scheduling arrangements.

You will be paid your regular wages for the first three days of juror service or any part thereof. For any additional days, time spent on jury duty will be unpaid. You may opt to use vacation in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### **16.3 Paid Sick Leave - (Accrual Method)**

Mass State Cleaning LLC provides eligible employees with up to 40 hours of paid sick leave per year.

#### **Eligibility**

All employees whose primary place of employment is Massachusetts are eligible for paid sick leave.

### **Reasons for Leave**

You may use up to 40 hours of paid sick leave per calendar year for any of the following reasons:

- To care for yourself or your child, spouse, parent, or spouse's parent suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care.
- To attend medical appointments for yourself or your child, spouse, parent, or spouse's parent.
- To address the physical, legal, or psychological effects of domestic violence inflicted on you or your child.

### **Accrual and Use**

You will begin accruing paid sick leave on your start date. Sick leave accrues at the rate of one hour for every 30 hours worked per benefit year, up to a maximum of 40 hours. For purposes of this policy, the benefit year is a year based on date of hire. If you are classified as exempt, you are presumed to work 40 hours per week, unless you are normally scheduled to work fewer than 40 hours, in which case sick leave accrues based on your normal schedule.

You may begin using sick leave on your 90th calendar day of employment. The smallest amount of sick leave you may take is one hour. You may carry over up to 40 hours of unused sick leave to the following benefit year.

### **Notice**

If your need for leave is foreseeable, you must make a good faith effort to provide the Company with advance notice. If the need for leave is not foreseeable, notify your supervisors as soon as practicable.

### **Certification**

The Company may require you to submit documentation to support your use of sick leave if your absence:

- Exceeds 24 consecutively scheduled work hours or three consecutive days on which you are scheduled to work;
- Occurs within two weeks prior to your final scheduled day of work (except in the case of temporary employees); or
- Occurs after four unforeseeable and undocumented absences within a three-month period.

Any reasonable documentation signed by a health care provider indicating the need for paid sick leave for personal illness, the illness of a family member, or a routine medical examination for you or your family member will be acceptable.

Required documentation must be submitted within seven days of the absence. Additional time will be allowed for good cause shown.

### **Payout of Sick Time**

You will not be paid for accrued unused sick leave at termination.

### **Interaction with Other Leave**

Where applicable, paid sick leave will run concurrently with other federal and state leaves (FMLA, parental leave, domestic violence leave, small necessities leave, etc.).

You may choose to use, or the Company may require you to use, paid sick leave to receive pay when taking other statutorily-authorized leave that would otherwise be unpaid.

### **Retaliation**

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **16.4 Parental Leave Policy**

Mass State Cleaning LLC provides up to eight weeks of unpaid leave in a 12-month period to employees for the birth or adoption of a child. You must work full time and have three consecutive months of employment with the Company to qualify for this leave.

You must provide at least two weeks' notice of the anticipated date of departure and the date you intend to return, or provide notice as soon as practicable if there are reasons beyond your control.

You will be placed in your original job or an equivalent job with equivalent pay and benefits upon return from leave. You will not lose any benefits that accrued before leave was taken.

Federal FMLA leave and Massachusetts parental leave run concurrently and cannot be used consecutively if leave is covered under both laws.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **16.5 Vacation Policy**

Vacation is paid to regular full-time Mass State Cleaning LLC employees as follows:

- All regular full-time employees will be awarded 40 hours of vacation after one year of employment based on anniversary date.

You must give at least 30 days notice to your supervisors of your vacation plans. You will not be eligible to receive pay instead of vacation time, except with Company permission or upon termination. Any conflict in vacation requests will be decided based on seniority and Company needs. You will not accrue vacation during periods when you are not working and taking time off from the Company. Vacation cannot be rolled over from one year to the next.

If a holiday occurs during your vacation, you will be granted one additional day of vacation. If you are sick during your vacation you may not count that day towards sick pay.

Any accrued but unused vacation time will be paid out upon termination of your employment.

### **16.6 Voting Leave**

If your work schedule prevents you from voting on Election Day, Mass State Cleaning LLC will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisors, consistent with applicable legal requirements.



## **17.0 Safety and Loss Prevention**

### **17.1 Drug and Alcohol Policy**

Mass State Cleaning LLC considers drug and alcohol abuse a serious matter that will not be tolerated. The Company absolutely prohibits employees from using, selling, possessing, or being under the influence of illegal drugs, alcohol, or a controlled substance or prescription drug not medically authorized while at their job, on Company property, or while on work time.

Therefore, it is Company policy that:

1. You may not report to work under the influence of alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized.
2. You may not possess or use alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized while on company property or on company business.

We also caution against use of prescribed or over-the-counter medication, which can affect your ability to perform your job safely, or the use of prescribed or over-the-counter medication in a manner violating the recommended dosage or instructions from the doctor. You must have a valid prescription for any prescription medication used while working for the Company. Inform your supervisors prior to working under the influence of a prescribed or over-the-counter medication that may affect your ability to perform your job safely. The Company may, if required and not prohibited by applicable law, consider the medical use of marijuana as a prescribed medication under this policy. If the Company determines that the prescribed or over-the-counter medication does not pose a safety risk, you will be allowed to work. Failure to comply with these guidelines concerning prescription or over-the-counter medication may result in disciplinary action, up to and including termination of employment.

A violation of this policy will result in disciplinary action, up to and including termination of employment.

### **17.2 Nonsmoking Policy**

Mass State Cleaning LLC is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

## **18.0 Trade Secrets and Inventions**

### **18.1 Inventions**

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to Mass State Cleaning LLC, is a "work for hire" and is the property of the Company.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Company, you are required to obtain a written waiver of this policy, signed by both you and **the Owner**.

# Custom Policies

## 19.0 Custom Policies

### 19.1 *Background and CORI, SORI Checks and Drug Testing Policy*

All employees are subject to Background and CORI, SORI Checks and Drug Testing either upon hire or at employer request.

### 19.2 *Company Uniforms*

Employees engaged in tasks involving customers are required to wear company-designated uniforms at all times while working and representing [Company Name]. Each new employee will receive three uniforms upon hire. Employees are required to sign for the uniforms, and the uniforms are considered company property and are to be returned in the event of termination of employment or anytime on demand.

Upon issue, company uniforms become the responsibility of the employee for maintenance and care. In the event a uniform needs repair or replacement, employees will be required to return the uniform in exchange for a replacement. While normal wear and tear is expected, excessive damage or loss of company uniforms may result in disciplinary action. [Company Name] may issue new uniforms periodically or require uniforms to be returned for special purposes (e.g., logo change, corporate color change). Employees will be given notice of the exchange, and the company will provide suitable replacement uniforms. Employees are required to return all issued uniforms upon termination of employment. If all issued uniforms are not returned, [Company Name] will deduct the cost of the uniforms from the employee's final paycheck (except where such deductions are prohibited by state law).

If employees have questions regarding this policy or its implementation, they should contact the human resource department or the facility services department.

### 19.3 *Inclement Weather*

This policy establishes guidelines for Company operations during periods of extreme weather and similar emergencies. The Company will remain open in all but the most extreme circumstances. Unless an emergency closing is announced, all employees are expected work. However, the Company does not advise employees to take unwarranted risks when traveling to the work site in the event of inclement weather or other emergencies. Each employee should exercise their best judgment with regard to road conditions and other safety concerns.

## **Designation of Emergency Closing**

Only by authorization of designated managers will the Company cease operations due to emergency circumstances. If severe weather conditions develop during working hours, it is at the discretion of Management to release employees. Employees will generally be expected to remain at work until the appointed closing time.

## **Procedures during Closings**

If weather or traveling conditions delay or prevent an employee from reporting to work, their immediate supervisor should be notified as soon as possible. If possible, such notification should be made by telephone directly with the supervisor. If direct contact is not possible, leave a detailed voicemail message with the supervisor or with another employee.

An employee who is unable to report to work may use any accrued time off or take the day without pay when the Company remains open.

## **Pay and Leave Practices**

When a partial or full-day closing is authorized by management, the following pay and paid leave practices apply:

- Non-exempt hourly employees will be sent home for partial days with the option of using paid time off for the remainder of the day. If paid time is not available, employees will be excused from work without pay and without disciplinary action.
- Exempt employees will be expected to continue to work from home if their job duties allow. The Company will pay the exempt employee's regular salary regardless.
- Exempt and non-exempt employees already scheduled to be off during emergency closings are charged such leave as was scheduled.

## **Other Work Options**

Supervisors may approve requests for employees to temporarily work from home, if doing so allows completion of work assignments.

## **Closing Statement**

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Michial Davis, Owner

Mass State Cleaning LLC

## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Mass State Cleaning LLC Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Owner of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or effect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Mass State Cleaning LLC.

If I have any questions about the content or interpretation of this handbook, I will contact Jen Litchfield.

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Signature

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Date

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Print Name