

DELTA BUILDING SERVICES

EMPLOYEE HANDBOOK

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I. GENERAL EMPLOYMENT PRACTICES

EMPLOYMENT AT WILL

Subject to the terms of any collective bargaining agreement (if any), this handbook supersedes all previous employment handbooks, policies and past practices, whether oral or written. It is effective as of September 1, 2019 and is applicable to all employees. Although this handbook explains our policies, practices, expectations of employees and the like, it is not and should not be construed as a contract of employment or guarantee of employment for any specific period of time. Similarly, nothing in this handbook constitutes a contract or guarantee of any terms and/or conditions of employment. Employment, schedules, rates of pay, and positions may be changed at any time, for any reason or no reason, with or without notice. Accordingly, all employees of the Company are “employees at will”. This means you may resign at any time, for any reason, or for no reason. Likewise, this means we may terminate your employment at any time, for any reason or for no reason (subject to the terms of any applicable collective bargaining agreement).

No representative of the Company, other than the president of the Company, has the authority to enter into any agreement for employment. Any agreement for employment will not be enforceable unless it is in writing and signed by you and the president.

The policies contained in this handbook are intended as a guideline only and are a general summary of our employment practices. As the employer, we retain the right to modify, add or remove any employment policy or practice at any time. We also reserve the right to make exceptions to certain policies on a case-by-case basis, if necessary.

Should any policy contained in this handbook conflict with a state or federal law or regulation, the applicable law or regulation will always govern. Similarly, should anything contained herein conflict with an applicable collective bargaining agreement, the terms of the collective bargaining agreement will govern. For those employees not subject to a collective bargaining agreement, none of the following policies supersede or over-ride your employment at will status. All of the following policies are subject to your status as an employee-at-will.

I-9 COMPLIANCE

Delta Building Services Corp. fully complies with the Immigration Reform and Control Act of 1986 which requires all new employees, as a condition of employment, complete an Employment Eligibility Verification Form I-9. The **Payroll Manager** will provide you with the relevant forms which must be completed and returned to the **Payroll Manager** within three days of your first day of employment. Completing the I-9 Form and providing the required documentation establishing your identity and eligibility to work in the United States is an absolute condition of employment. Employees who are unable to provide the required documentation will not be eligible for employment.

90 DAY INTRODUCTORY PERIOD

Every employment relationship at the Company begins with a 90-day introductory period. This introductory period is intended to provide you, as well as the Company, with the opportunity to further evaluate your interest and capability in the position to which you've been hired. Furthermore, during this 90-day introductory period, you may not yet be eligible for certain

benefits. The benefits section of this handbook, as well as the **Payroll Manager**, can provide you with further details on benefit eligibility.

Please feel free to discuss any employment questions or concerns with the **Payroll Manager** at any time, but especially during your 90-day introductory period. Any absences or attendance issues during this 90-day period may extend the introductory period. Management also retains the right to extend this introductory period for other reasons. Additionally, notwithstanding this introductory period, all employees remain employees at will.

BACKGROUND CHECK POLICY

We reserve the right to require all applicants and employees to satisfactorily complete a background check. The Company will consider your job duties, among other factors, in determining what constitutes satisfactory completion of the background check. All information obtained as a result of a background check will be used solely for employment purposes.

When a background check is required, you must complete our authorization form. Failure to timely complete an authorization form may result in termination of our consideration of your application and/or continued employment. Falsification or omission of information may result in denial of employment or discipline, up to and including termination.

All background check information will be kept confidential. We comply with all applicable federal, state and local laws regarding background checks. Please note a criminal background is not an automatic bar to employment or continued employment. Any conviction, the circumstances surrounding same and the duties and responsibilities of your position with the Company will all be considered in determining whether the existence of a criminal background affects your eligibility for employment or continued employment.

The **Payroll Manager** is responsible for the administration of this policy. If you have any questions regarding this policy or if you have any questions about background checks that are not addressed in this policy, please contact the **Payroll Manager**.

CODE OF CONDUCT

The purpose of this policy is to notify you of our general standards of conduct for all employees, regardless of employment status, length of service and position.

Generally, any conduct which is disruptive, unprofessional, unethical, illegal or violates any of our other employment policies is prohibited. By way of example, the following is a non-exhaustive list of conduct that may violate this Policy:

- Falsifying any company record.
- Engaging in fraud.
- Breach of confidentiality.
- Accepting outside employment.
- Performing any "side" work for a customer/client of the Company.
- Discussing your own personal information (family problems, health problems, monetary concerns, etc.) with any customer.
- Accepting monetary or other gifts from customer.
- Removing employer property from the premises without authorization.
- Stealing or attempting to steal employer or employee property.
- Being habitually tardy, absent or unreliable in your duties.
- Fighting while on the job or on our property.

- Being under the influence of intoxicating substances while on the job.
- Driving for company business while under the influence of alcohol or unauthorized drug.
- Being insubordinate, disrespectful and/or exhibiting an inability to get along with your co-workers or management.
- Using or abusing employer time, property, materials or equipment without authorization.
- Sleeping on the job or appearing for work in a disheveled or unkempt manner.
- Using offensive or profane language or tone.
- Bringing dangerous or unauthorized weapons onto employer premises and vehicles.
- Being absent from work without authorization during scheduled work hours.
- Damage or destruction of company property.
- Engaging in criminal activity.
- Violating or abusing employer policies.
- Neglecting job duties.
- Bringing the organization into serious disrepute.
- Soliciting our clients/customers for personal gain.
- Violating our Anti-Harassment and EEO Policy.
- Violating any of our workplace policies.

Any violation of this policy will be carefully reviewed to determine the appropriate disciplinary action. The Company reserves the right to take any form of disciplinary action it deems appropriate when considering the circumstances. A violation of this policy may lead to any form of disciplinary action, including but not limited to termination.

Please note this policy is not intended to preclude or dissuade employees from engaging in any legally protected activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits or terms and conditions of employment.

CONFIDENTIALITY

As an employee of the Company, you may come in contact with Confidential Information, Proprietary Information and/or Trade Secrets belonging to the Company (collectively "Confidential Information"). Confidential Information may include, but is not limited to: customer records (including, but not limited to, customer names, contact information and personal preferences), financial records, pricing and pricing methodologies, medical/personnel files, computer files, supplier information, business development plans, marketing strategies, investigations and legal disputes, software, research and development, accounting, pending business plans/projects, strategies, and other types of information of an internal business nature which is not specifically made known to the general public. If you come into contact with any Confidential Information (whether authorized or not), you are required to maintain the confidentiality of this information. Any unauthorized use, release or disclosure (whether deliberate or not) can lead to disciplinary action, up to and including termination and/or even possible legal action.

Your duty to maintain confidentiality exists not only during your employment with the Company but extends even after separation of employment.

Nothing herein is intended to prohibit or limit employees' rights under the NLRA, such as the right to discuss terms and conditions of employment for the purpose of improving those conditions

CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT

This Policy should be read in conjunction with our Code of Conduct Policy and supplements that policy. The Company is committed to achieving the highest standards of professionalism and ethical conduct in its operations and activities/expects its employees to conduct their business according to the highest ethical standards of conduct and to comply with all applicable laws. This policy is intended to increase awareness of potential conflicts of interest and establish a procedure for reporting them.

Employees should always act in the best interest of Delta Building Services and not permit outside interests to interfere with their job duties. Delta Building Services prohibits all employees from using their position with Delta Building Services or our relationship with our customers, vendors, and/or suppliers for private gain or to obtain benefits for themselves or members of their family.

For purposes of this policy, a potential conflict of interest occurs when an employee's outside interests (for example, financial or personal interests) interfere with Delta Building Services' interests or the employee's work-related duties. For example, a conflict of interest can occur when an employee is in a position to influence a decision that may result in a personal gain for the employee or the employee's family member as a result of our business dealings.

If you have a question about whether a situation is a potential conflict of interest, please contact the **Payroll Manager** who can be reached at 201-438-6542 x210.

Favors and Gifts

Business decisions should be made in the best interests of Delta Building Services. We prohibit employees from seeking or accepting any gifts, favors, entertainment, payment or loans for themselves or their family members from any customer/vendor or other party doing business with Delta Building Services. If an employee violates this policy, we will take prompt corrective action, including discipline, if appropriate.

Reporting Procedure

If you become aware of any potential conflict of interest or ethical concern regarding your employment or another employee, you must promptly speak to, write or otherwise contact the **Payroll Manager** and your direct supervisor or, if the conduct involves your direct supervisor, you must report it only to the **Payroll Manager**, who can be reached at 201-438-6542 x210 as soon as possible. You should be as detailed as possible. We will investigate all concerns regarding conflicts of interest.

No Retaliation

We prohibit any form of discipline, reprisal, intimidation or retaliation for reporting a potential conflict of interest or violation of this policy or cooperating in related investigations.

SOLICITATION AND DISTRIBUTION POLICY

The Company has established rules to govern employee solicitation and distribution of written materials. These rules are intended to:

- Maintain and promote safe and efficient operations, employee discipline and an attractive clutter-free workplace.
- Minimize non-work-related activities that could interfere with customer satisfaction, product quality and teamwork.

Employees may not:

- Solicit other employees during working time.
- Distribute literature during working time.
- Distribute literature at any time in working areas.

Conduct Not Prohibited by this Policy

Besides imposing lawful restrictions on employee solicitation during working time and employee distribution of written materials during working time and in working areas, this policy is not intended to preclude or dissuade employees from engaging in legally protected activities/activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits or terms and conditions of employment or other actions protected by state or federal law.

For purposes of this policy, solicitation includes, but is not limited to, approaching someone in person or through employer-owned property such as computers, smartphones, email systems and intranets for any of the following purposes:

- Offering anything for sale.
- Asking for donations.
- Collecting funds or pledges.
- Seeking to promote, encourage or discourage participation in or support for any organization, activity or event, or membership in any organization.
- Distributing or delivering membership cards or applications for any organization.

Distribution includes, but is not limited to, disseminating or delivering in person or through employer-owned property such as bulletin boards, computers, smartphones, emails and intranets any literature or other materials including circulars, notices, papers, leaflets or other printed, written or electronic matter (except that distributing or delivering membership cards or applications for any organization is considered solicitation and not distribution).

Working time includes any time in which either the person doing the solicitation (or distribution) or the person being solicited (or to whom non-business literature is being distributed) is engaged in or required to be performing work tasks. Working time excludes times when employees are properly not engaged in performing work tasks, including break periods and meal times.

Working areas include site locations where you are assigned to work as well as areas controlled by Delta Building Services where employees are performing work, excluding, for example, cafeterias, break rooms, our email system and parking lots.

EQUAL EMPLOYMENT OPPORTUNITY/ADA COMPLIANCE AND RELIGIOUS ACCOMODATIONS

Delta Building Services is an equal opportunity employer and complies with all applicable federal, state, and local fair employment practices laws. We strictly prohibit and do not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, creed, nationality, national origin or ancestry, ethnicity, sex, pregnancy, breastfeeding, gender (including gender nonconformity, status as a transgender individual, gender identity or expression), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, sexual orientation, affectional orientation, marital status, civil union status, and domestic partnership status, atypical hereditary cellular or blood trait (AHCBT), or any other characteristic protected under applicable federal, state, or local law. All employees, other workers, and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, discipline, compensation, benefits, and termination of employment.

ADA Compliance

Delta Building Services complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act, the New Jersey Law Against Discrimination, and all applicable state or local law. Consistent with those requirements, we will reasonably accommodate qualified individuals with a disability if such accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship. If you believe you need an accommodation, refer any such request to the **Payroll Manager** who can be reached at 201-438-6542 x210. We will also, where appropriate, provide reasonable accommodations for an employee's religious beliefs or practices.

Request for an Accomodation

If you believe you need an accommodation for any disability covered by the ADA, or because of your religious beliefs or practices or lack thereof, you are responsible for requesting an accommodation from the **Payroll Manager**. You may make the request orally or in writing, however we encourage employees to make their request in writing and to include relevant information, such as:

- A description of the accommodation you are requesting.
- The reason you need an accommodation.
- The anticipated duration.

We will consider all requests for an accomodation and advise the employee whether the accomodation requested, or another accomodation may be had.

Religious Accomodations

The Company complies with Title VII of the Civil Rights Act of 1964, as well as applicable state and local fair employment practices laws. We are committed to providing equal employment opportunities to all individuals, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, we will provide a reasonable accommodation of an applicant's or employee's sincerely held religious belief if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement, unless doing so would create an undue hardship for the Company.

Complaint Procedure

If you are subjected to any conduct that you believe violates this policy, you must promptly speak to, write, or otherwise contact your direct supervisor and the **Payroll Manager**, who can

be reached at 201-438-6542 x210 as soon as possible following the offending conduct. Area managers receiving these complaints must notify the **Payroll Manager** as well.

Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. We will directly and thoroughly investigate the facts and circumstances of all claims of perceived discrimination and will take prompt corrective action, if appropriate.

Additionally, any manager or supervisor who observes discriminatory conduct must report the conduct to the **Payroll Manager** who can be reached at 201-438-6542 x210 so that an investigation can be made and corrective action taken, if appropriate.

No Retaliation

No one will be subject to, and Delta Building Services prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reports or complaints of incidents of discrimination of any kind, pursuing any discrimination claim, or cooperating in related investigations.

We are committed to enforcing this policy against all forms of discrimination. However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately. If employees do not report discriminatory conduct, we may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

Violations of this Policy

Any employee, regardless of position or title, whom management determines has subjected an individual to discrimination or retaliation in violation of this policy will be subject to discipline, up to and including termination of employment.

ANTI-HARASSMENT

As stated above in our EEO policy, the Company is committed to a work environment in which all individuals (whether applying for employment or individuals who are employed by us) are treated equally. We are also committed to a work environment in which all individuals are treated with respect and dignity. We believe every individual has the right to work in a professional atmosphere that promotes respect and equal employment opportunities. In furtherance of this belief, we forbid discriminatory practices, including harassment of any kind.

Defining Harassment

Under this policy, we define "harassment" as any unwelcome conduct that is based on race, color, religion, sex, pregnancy, gender, national origin, sexual orientation, domestic partnership status, civil union status, marital status, age, disability, genetic information, veteran status or any other protected class. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive including any verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, creed, sex, pregnancy, national origin, age, disability, citizenship status, sexual orientation, gender identity and/or expression, domestic partnership status, marital status or any other characteristic protected by law (or an affiliation with someone in a protected class). In other words, the offensive conduct (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunity.

Harassing conduct can include, but is not limited to: offensive words or pictures which shows hostility toward an individual or group (this may include text messaging or e-mail); unjustified criticism, performance reviews and/or unfavorable work assignments which are based on an individuals status as a member of a protected class rather than based on legitimate performance or business needs of the company. Harassment may be in the form of jokes, epithets, slurs or negative stereotyping or threatening, intimidating or hostile acts.

Defining Sexual Harassment

In addition to harassment, *sexual* harassment is also a form of discrimination and is illegal under federal, state and local laws. For the purposes of this policy, we define sexual harassment as any unwelcome *sexual* advance or conduct on the job that creates an intimidating, hostile, or offensive working environment such as unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature.

Sexual harassment may include, but is not limited to: sexual propositions, suggestive comments, sexually oriented jokes or language, practical jokes or “teasing,” gestures, obscene printed or visual material (e-mails, computer based, text messages and all others), any unwelcome physical contact. This can include, pinching, “playful” patting, unwanted touching of another’s body part (any body part including but not limited to placing a hand on another’s back, arm, shoulder, etc.), deliberate “bumping” up against another’s person.

Sex-based harassment is also prohibited. Sex based harassment is a behavior or act which is not necessarily sexual in nature but rather is behavior which occurs *because* of a persons gender rather than for a legitimate business reason. (e.g., male supervisor yells only at female employees and not male employees; female employees are routinely criticised while male counterparts are not).

Conduct prohibited by these policies is unacceptable in the workplace and in any work- related setting outside the workplace, such as business trips, business meetings or events.

No Retaliation

Because we take this policy very seriously, we encourage employees who have witnessed or been the victim of harassment or retaliation to bring all complaints to management. We affirmatively prohibit retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of such act is a serious violation of this policy and, like harassment and discrimination itself, will be subject to disciplinary action up to and including termination.

Filing an Internal Complaint

We are committed to providing a workplace free from harassment and discrimination. However, we need your help to ensure our workplace remains as such. If we don’t know harassment or discrimination has occurred, we cannot rid our workplace of it. Employees should not “assume” management is aware of the situation. We strongly urge all employees to promptly report any complaint or concern so that immediate and effective corrective action can be taken. We understand how sensitive this issue is and your anticipated desire for confidentiality. While we cannot guarantee that a complaint or concern will remain completely confidential, to the extent possible and practicable confidentiality will be maintained. Individuals who have experienced or witnessed conduct that they believe is contrary to this policy are encouraged to immediately notify one of the following before the conduct becomes severe or pervasive:

- the **Payroll Manager** who can be reached at 201-438-6542 x21 or
- the **Director of Finance** who can be reached at 201-438-6542 x225

Once a complaint of harassment, discrimination or retaliation has been received, a prompt and thorough investigation will occur. The investigation process varies from case to case but may include individual interviews with the parties, potential witnesses, or others who may have information that the investigator believes is relevant to the matter. Confidentiality will be maintained throughout the investigatory process to the extent possible and to the extent consistent with ensuring an adequate investigation and appropriate corrective action is taken. Each investigation is different and for this reason, we cannot provide an exact time frame for how long the investigation process takes.

Depending on the number of parties/witnesses to be interviewed, availability of relevant parties/witnesses, documents to be reviewed, an investigation may be concluded in a matter of days or may occur over several weeks. Every effort will be made to conclude the investigation as soon as possible. Upon completing an investigation, the complaining party will be notified of the outcome and whether corrective action will be taken. However, because we strive to keep investigations as confidential as possible, the complaining party may not be apprised of every detail concerning our investigation.

II. BENEFITS

HOLIDAYS

We currently observe the following Holidays:

- New Years Day
- July 4th
- Thanksgiving Day
- Christmas Day

All employees are eligible for the above stated paid holidays after 30 days of employment. Hourly employees will be paid at their regular rate of pay for any paid Holidays. Salaried employees continue to receive their regular salary. Depending on the underlying contract for the Building you are assigned to work, additional paid holidays may be available. You will be notified if you are eligible for additional paid holidays.

Any employee observing a religious holiday not mentioned above may request the day off without pay or may elect to use any available vacation time to receive the Holiday with pay. All requests for time off to observe a Holiday not listed above will be considered in conjunction with the Company's business needs.

VACATION

Unless approved in writing, we do not offer paid vacation. Notwithstanding, depending on the underlying contract for the Building you are assigned to work, certain employees may be eligible for paid vacation days. Your area manager or the **Payroll Manager** will notify you if you are eligible to receive paid vacation days.

Requests for vacation time must be submitted to the area manager with a copy to the **Payroll Manager** who can be reached at 201-438-6542 x210. Requests for vacation must be submitted at least two (2) weeks in advance of the requested date. We generally try to grant requests for vacation. However, business needs must come first. When multiple employees request the same time off, their length of employment, seniority and position may determine priority in scheduling vacation times. You will be notified whether your request has been approved or not. You should not commit to vacation plans until you have received an approval of your request to take vacation days. Although our goal is to grant vacation requests for the time/date requested, you should not assume your request will be granted until you receive confirmation from the area manager or **Payroll Manager**.

Vacation for full-time regular employees is paid at your base rate. Salaried employees continue to receive their current base salary for vacation taken.

After you have been approved for vacation time, non-exempt employees must document your vacation time on your time record. Depending on your classification, absences not covered by available vacation time may be unpaid and possibly subject employees to disciplinary action up to and including termination.

SICK LEAVE

We comply with all state and local mandated sick leave laws. We provide all employees with a maximum of 40 hours per calendar year of sick time. Sick time is accrued at a rate of 1 hour for every 30 hours worked, up to the maximum of 40 hours per calendar year. Any unused accrued

sick time can be rolled over to the next calendar year however the maximum possible amount of accrued sick time will remain at 40 hours per calendar year.

Sick leave may only be taken:

- a. for an employee's own mental or physical illness, injury, or health condition;
- b. for the mental or physical illness, injury, or health condition of the employee's family member,
- c. to attend an appointment with a health care provider for the care of the employee or the employee's family member, including preventative care;
- d. to attend to circumstances resulting from the employee or a family member being a victim of domestic or sexual violence, including stalking, if the leave is to obtain medical attention, services from a designated domestic violence agency or victim services organization, psychological or other counseling, relocation, or legal services, including preparing for or participating in any related criminal or civil legal proceeding;
- e. in connection with the employee's child, to attend a school-related conference, meeting, function, or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's healthcare or disability;
- f. for time the employee is not able to work due to closure of the employee's workplace or the school or place of care of a child of the employee by a public official due to a public health emergency; or
- g. if a public health authority has determined that the presence of the employee or a member of the employee's family in need of care by the employee would jeopardize the health of others.

For purposes of this policy, family member means an employee's spouse, domestic or civil union partner, child, including a biological, adopted, foster, or step child, legal ward, [or] child of a domestic partner, or any individual with whom the employee had an in loco parentis relationship, parent, including a biological, adopted, foster, or step parent, parent of a spouse or domestic partner, or any individual who was the employee's legal guardian or had an in loco parentis relationship with the employee, sibling, including biological, foster, or adopted, grandparent, grandchild, the spouse or domestic or civil union partner of the employee's parents or grandparents; the sibling of an employee's spouse or domestic or civil union partner.

Any employee who needs to take sick leave must, except in emergency circumstances, contact their area manager as well as the **Payroll Manager** who can be reached at 201-438-6542 x210, at least 1 hour before the start of the workday.

We reserve the right to request documentation supporting any use of sick time. Additionally, any employee who takes three (3) or more consecutive sick days must provide a certification by their health care provider attesting to the employee's or the family member's, illness and the employee's fitness to return to work. Any employee who must take more than three (3) consecutive sick days may be eligible for benefits under our short-term disability or workers' compensation policy and should contact the **Payroll Manager**.

Termination of Employment

On termination of employment for any reason, employees will not be paid for any unused sick time.

Absences Not Covered by This Policy

This policy addresses absences for sick leave. It does not cover other absences, such as unexcused absences or absences in connection with military service leave, short- or long-term disability leave or a workplace injury.

HEALTH INSURANCE

All full-time employees are eligible to receive health insurance benefits beginning on the first day of the month following 90 days of continuous employment. A comprehensive health insurance program is available to full time hourly and salaried employees and their families, subject to the qualification requirements of the plan. Please see the **Payroll Manager** for more details.

During open enrollment, eligible employees may make any changes to medical elections (drop, add or change certain coverage/dependents, etc.) for the upcoming enrollment year. If you do not make changes to your election during open enrollment, you cannot make these changes at other times unless you experience a COBRA-qualifying event. COBRA qualifying events include, but are not limited to: a marriage, a divorce, a birth, death, or adoption. Changes based on COBRA qualifying events are time sensitive so please speak with your supervisor as soon as you become aware of the need to make a change.

More detailed information concerning the plan costs, benefit levels, qualification requirements, and participating providers is available from the **Payroll Manager**.

Please be reminded that this policy represents our current benefit offering. We reserve the right to make any changes to this benefit in accordance with our employment at will policy.

SHORT TERM DISABILITY

Short term disability insurance may be available to certain employees in the form of cash benefits, payable when an employee cannot work because of sickness or injury not caused by your employment at the Company. If eligible, the exact amount of coverage available is based on a percentage of your monthly income. Please speak with the **Payroll Manager** to determine your eligibility for this benefit.

All claims for disability must be filed by the employee within 30 days of the start of the disability. An employee may be required to submit a physical examination by a state approved physician. This examination is done at no cost to the employee. Refusal to submit to an examination may result in the denial of benefits.

Typically, no benefits are payable to any employee for the first seven consecutive days of each period of disability. However, if an employee becomes eligible for payment for the next three consecutive weeks following the first seven days, benefits for the first seven days will be paid retroactively. Again, please check with the **Payroll Manager** for specific benefit availability.

WORKERS' COMPENSATION

We maintains a workers' compensation insurance policy for all employees. In the event you are injured while on the job, in any manner, you are required to report the injury to the **Payroll Manager**. All injuries, regardless of the severity of the injury, must be reported, even if you elect not to pursue a workers' compensation claim. We also reserve the right to drug test any employee who is injured while on the job.

A failure to report an injury may not only affect your eligibility for benefits, but may lead to disciplinary action. We take safety, and the safety of our employees very seriously and for this reason, must be notified of any injury occurring at work. This is not only for the injured employees benefit, but to protect your co-workers as well. We want to know about any potential unsafe practice and/or condition so we can correct it and ensure another employee is not also injured!

SOCIAL SECURITY AND UNEMPLOYMENT INSURANCE BENEFITS

The Company contributes to all required social security and unemployment insurance benefit plans. Should you find yourself in need of collecting benefits under either of these plans, please speak with the **Payroll Manager**.

FAMILY AND MEDICAL LEAVE OF ABSENCE

Delta Building Services provides leave according to the Family and Medical Leave Act of 1993 (FMLA) and where applicable, certain state offered family leave benefits which may provide for paid/unpaid, job-protected leave to covered employees in certain circumstances. These benefits may include a leave offered under the New Jersey Family Leave Act or New York Paid Family Leave Act. Furthermore, Employees Covered Under a Collective Bargaining Agreement may be entitled to additional benefits. Please refer to your CBA for these benefits which will govern. The employment terms set out in this policy work in conjunction with, and do not replace, amend, or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with Delta Building Services. Employees should consult the terms of their collective bargaining agreement wherever employment terms in this policy differ from the terms expressed in the applicable collective bargaining agreement. Please see the **Payroll Manager** who can be reached at 201-438-6542 x210 for information regarding additional leave benefits.

Eligibility

To qualify for FMLA leave, you must: (1) have worked for Delta Building Services for at least 12 months, although it need not be consecutive; (2) worked at least 1,250 hours in the last 12 months; and (3) be employed at a worksite that has 50 or more employees within 75 miles. If you are employed in New Jersey, to qualify for NJFLA leave, you must have: (1) worked for Delta Building Services for at least 12 months; and (2) worked at least 1,000 hours during the preceding 12 months.

Leave Policy

If eligible, you may take up to 12 or 26 weeks of family or medical leave under the FMLA, whichever is applicable (as explained below), within the relevant 12-month period defined below.

While you are on leave, Delta Building Services will maintain any applicable group health insurance coverage at the same level and under the same circumstances as when you were actively working. Upon returning from approved leave, you have the right to be restored to the same job or an equivalent position, subject to the terms, limitations, and exceptions provided by law.

FMLA Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period, which is measured forward from the date an employee's first FMLA leave begins for any of the following reasons:

- the birth of a son or daughter and in order to care for that son or daughter (leave to be completed within one year of the child's birth);
- the placement of a son or daughter with you for adoption or foster care and in order to care for the newly placed son or daughter (leave to be completed within one year of the child's placement);
- to care for a spouse, son, daughter, or parent with a serious health condition;
- to care for your own serious health condition, which renders you unable to perform any of the essential functions of your position; or
- a qualifying exigency of a spouse, son, daughter, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, son, daughter, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA's regulations (known as military caregiver leave).

Should you be eligible for leave under both the FMLA and any state offered leave, your leaves under both laws will run concurrently.

Both Spouses Employed by Delta Building Services

Spouses who are both employed by Delta Building Services and eligible for FMLA leave may be limited to a:

- Combined total of 12 weeks of leave during the 12-month period if leave is requested:
- for the birth of a son or daughter and in order to care for that son or daughter;
- for the placement of a son or daughter with the employee for adoption or foster care and in order to care for the newly placed son or daughter; or
- to care for an employee's parent with a serious health condition.

Combined total of 26 weeks in a single 12-month period if the leave is either for:

- military caregiver leave; or
- a combination of military caregiver leave and leave for other FMLA-qualifying reasons.

Notice of Leave

If your need for FMLA is foreseeable, you must give Delta Building Services at least 30 days' prior written notice. If this is not possible, you must at least give notice as soon as practicable (within one to two business days of learning of your need for leave). Failure to provide this notice may be grounds for delaying protected leave, depending on the particular facts and circumstances.

Additionally, if you are planning a medical treatment or a series of treatments or you are taking military caregiver leave, you must consult with Delta Building Services first regarding the dates of this treatment to work out a schedule that best suits the needs of the employee or the covered military member, if applicable, and Delta Building Services.

Where the need for leave is not foreseeable, you are expected to notify Delta Building Services within one to two business days of learning of your need for leave, except in extraordinary circumstances. Delta Building Services has Family and Medical Leave Act request forms available from the **Payroll Manager** who can be reached at 201-438-6542 x210.

Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from the **Payroll Manager** who can be reached at 201-438-6542 x210. When you request leave, Delta Building Services will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

Delta Building Services, at its expense, may require an examination by a second health care provider designated by Delta Building Services. If the second health care provider's opinion conflicts with the original medical certification, Delta Building Services, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Delta Building Services may require subsequent medical recertification. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

Delta Building Services also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Reporting While on Leave

If you take leave because of your own serious health condition or to care for a covered relative, you must contact Delta Building Services on a weekly basis regarding the status of the condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two business days if feasible) if the dates of leave change or are extended or initially were unknown.

Leave Is Unpaid

FMLA leave is unpaid. If paid vacation/sick time is available, you will be required to substitute any accrued and unused paid vacation/sick time for unpaid FMLA or state offered leave as described below:

- If you request leave because of a birth, adoption, or foster care placement of a child, any accrued and unused paid leave will first be substituted for unpaid family/medical leave and run concurrently with your FMLA or state offered leave.
- If you request leave because of your own serious health condition, or to care for a covered relative with a serious health condition, any accrued paid vacation/sick leave will be substituted for any unpaid family/medical leave and run concurrently with your FMLA or state leave.

The substitution of paid leave time for unpaid leave time does not extend the 12 or 26 weeks (whichever is applicable) of the FMLA or any state leave period. In no case can the substitution

of paid leave time for unpaid leave time result in your receipt of more than 100% of your salary. Your FMLA and state leave runs concurrently with other types of leave, for example, accrued vacation/sick time that is substituted for unpaid FMLA or state leave. Where an employee is eligible for both FMLA and state leave, the periods of leave run concurrently.

Medical and Other Benefits

During approved FMLA or state leave, Delta Building Services will maintain your health benefits (if any) as if you continued to be actively employed. If paid leave is substituted for unpaid FMLA or state leave, Delta Building Services will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium. Your health care coverage will cease if your premium payment is more than 30 days late. If your payment is more than 15 days late, we will send you a letter to this effect. If we do not receive your premium payment within 15 days after the date of this letter, your coverage may cease. If you elect not to return to work for at least 30 calendar days at the end of the leave period, you will be required to reimburse Delta Building Services for the cost of the health benefit premiums paid by Delta Building Services for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

Exemption for Key Employees Under the FMLA

Key employees, defined as salaried and FMLA-eligible employees who are among the highest paid 10% of all employees at a worksite or within 75 miles of that worksite, may not be returned to their former or an equivalent position following FMLA leave if restoration of employment will cause substantial and serious economic injury to the operations of Delta Building Services. This fact-specific determination will be made by Delta Building Services on a case-by-case basis. Delta Building Services will notify you if you qualify as a key employee, if Delta Building Services intends to deny reinstatement and of your rights in these instances.

Intermittent and Reduced Leave Schedule Under the FMLA

If medically necessary, FMLA leave occasioned by a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

If leave is unpaid, Delta Building Services will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave, Delta Building Services may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Returning from Leave

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. Otherwise, you will not be permitted to resume work until it is provided.

State offered Leave Benefits

In addition to FMLA, Delta Building Services also complies with any state mandated leave benefits. Please see the **Payroll Manager** who can be reached at 201-438-6542 x210 for more

details about any additional leave benefits which may be available to you based upon your state of employment.

FUNERAL/BEREAVEMENT LEAVE

In the event of a death in your immediate family, full-time regular employees who have completed at least 90 days of employment are eligible to receive up to three (3) days off without pay.

A request for Funeral/Bereavement Leave must be submitted to the area manager with a copy to the **Payroll Manager** who can be reached at 201-438-6542 x210 in writing. Every attempt will be made to grant the leave however, business demands must come first. For purposes of this policy, we define immediately family to include an employee's spouse or life partner, parent or parent-in-law, grandparent/grandparent in-law, child/stepchild and sibling/sibling in-law. We understand that other significant family members and/or friends are important to our employees. In the event of the death of one of these individuals, you may be eligible to receive two (2) days of time off without pay.

We reserve the right to request proof of death and/or the familial relationship.

MILITARY SERVICE LEAVE

We provide military service leaves of absence to all regular full-time, part-time and probationary employees in compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable New Jersey laws.

If you need to take military service leave, you should provide advance notice to the **Payroll Manager**. When possible, you should give at least 30 days notice of your request for leave. If 30 days notice is not possible because of military necessity or for other reasons, you should give as much advance notice to the **Payroll Manager** as possible. Written notice is preferred, but not required. Where possible, please submit a copy of your military orders, training notice or order to active duty.

Eligibility Requirements

All regular full-time, part-time and probationary employees are eligible for military service leave if absent from work because of eligible military service. For purposes of this policy, eligible military service means certain types of service (listed below) in the following branches of the US military:

- Armed Forces (Army, Navy, Air Force, Marine Corps and Coast Guard), including the Reserves.
- National Guard, when the employee is engaged under federal authority in active duty for training, inactive duty training or full-time National Guard duty.
- Commissioned Corps of the Public Health Service.
- Any other category of persons designated by the President in time of war or national emergency.
- Any organized militia or reserve component of the Armed Forces as defined by state law.

Eligible employees may take leave under this policy for the following types of military service:

- Active duty.

- Active duty for training.
- Initial active duty for training.
- Inactive duty training.
- Full-time National Guard duty.
- Funeral honors duty performed by National Guard or Reserve members.
- Submitting to an examination to determine your fitness for any of these services.
- Service as an intermittent disaster response appointee of the National Disaster Medical System when you are activated under federal authority or attending authorized training in support of a federal mission.
- Active state duty.

Military service leave is unpaid. However, employees may use any or all of their accrued but unused vacation (if any) during their military service leave. During military service leave, all benefits provided under an employee benefit plan, if any, are governed by the terms and conditions of the applicable employee benefit plan documents in accordance with applicable law.

You may be eligible for reemployment after your military service leave. If you would like to return to work, you must report to work or submit an application for reemployment to the **Payroll Manager** who can be reached at 201-438-6542 x210 including your military discharge documentation, if available, as follows:

- If your military service was for less than 31 days, you must report to work on the first regularly scheduled workday that is at least eight hours after you return home from military service.
- If your military service was for 31 to 180 days, you must apply for reemployment within 14 days following completion of military service.
- If your military service was for more than 180 days, you must apply for reemployment within 90 days following completion of military service.

If you are unable to comply with this schedule through no fault of your own or if you are injured or recovering from an injury, please speak with the the **Payroll Manager** who can be reached at 201-438-6542 x210 as soon as possible to determine if you are eligible for additional time to apply for reemployment. Employees who do not report to work or apply for reemployment within the applicable timeframe will be subject to the Company's rules about unexcused absences.

The Company prohibits and will not tolerate discrimination or retaliation against any employee or applicant because of that person's membership in or obligation to perform service for any branch of the US military. Specifically, no one will be denied employment, reemployment, promotion or any other benefit of employment or be subjected to any adverse employment action based on that person's membership in or service for any branch of the US military. In addition, no one will be disciplined, intimidated or otherwise retaliated against because that person exercised rights under this policy or applicable law.

JURY DUTY/COURT ATTENDANCE

All employees are eligible for Jury Duty/Court Attendance leave if served with a summons to appear. Upon receiving a summons, please notify the **Payroll Manager** immediately and provide a copy of the summons so arrangements for your leave can be made. Depending on your state of employment, jury duty may be unpaid or you may be eligible for a partial payment. Please see the **Payroll Manager** who can be reached at 201-438-6542 x210 for details.

VOTING

Under certain circumstances, employees may be eligible for time off to vote in any local, state or federal election. If the voting polls are open before or after your scheduled work time, you are encouraged to vote during this time. However, if your work schedule is such that you do not have time at least 2 hours of time to vote outside of your work time, time off to vote may be granted with advance approval from the **Payroll Manager**. If you require time off to vote, please request this time off in writing to your area manager with a copy to the **Payroll Manager** who can be reached at 201-438-6542 x210 as soon as practicably possible.

III. PAY, TIME RECORDS AND PERFORMANCE

CLASSIFICATION OF POSITIONS AND WORK SCHEDULE

All positions, (not employees), at the Company are classified as “exempt” or “non-exempt”. All employees are designated as full-time regular, part-time regular or temporary.

“Exempt” positions are exempt from the overtime provision of the Fair Labor Standards Act and as such, are not eligible to receive overtime pay. These positions are paid a straight salary for all work performed or an hourly rate, regardless of the number of hours worked in our official workweek.

“Non-exempt” positions are those positions which are eligible to receive overtime pay. A non-exempt position is eligible for time and a half for any work performed beyond 40 hours in our official workweek.

“Full-time regular” employees are required to work a minimum of 40 hours a week. Full-time employees do not change to part-time status by working fewer hours.

“Part-time regular” employees work less than 40 hours a week. Part-time employees do not change to full-time status by working more hours in a given week.

“Temporary” employees are employed on an interim basis. They may be hired to work a seasonal basis, to fill in on a particular day or week for another employee, or some other temporary basis. They may be hired to work full or part-time hours. Temporary employees remain temporary unless notified that they have been hired as “full” or “part-time” regular employees.

Regardless of your classification, work schedules may vary by department, position or location. All employees will be notified in advance by the area manager of their work schedule.

Staffing needs, as well as operational demands may necessitate a change in your starting and ending work time and even your days of work. Employees are required, as a condition of employment, to cooperate with schedule changes and to be flexible with demands of our business. Ensuring the needs of our customers and operation of our business must come first.

PAY DAY

The Company’s official workweek runs from Monday at 12:01 a.m. to midnight on Sunday. You are paid biweekly usually on Thursday. If you choose direct deposit your pay will be in the bank of your choice. We also offer pay card. We do not permit advance pay, nor do we loan employees money against future work. Employees will receive pay for all work performed in the prior pay-period. Any questions regarding your pay should be directed to the **Payroll Manager** who can be reached at 201-438-6542 x210.

DEDUCTIONS AND SETOFFS

We are required by law to make certain deductions from every employee’s pay. Among these are applicable state, federal and local income taxes, social security taxes, and others. Garnishments and levies may also occur. Additionally, employees have the option of electing certain benefits by way of payroll deductions. If you have any questions about any deduction or setoff from your pay, please contact the the **Payroll Manager** who can be reached at 201-438-6542 x210.

Employees have the option of receiving paystubs online rather than through the mail. Employees who wish to access their paystubs may contact the **Payroll Manager** at 201-438-6542 x 210 or the **Director of Finance** at 201-438-6542 x225.

TIME RECORDS AND OVERTIME PAY

Employees are required to use our mobile or land line clock system to record all work and break times. Depending on job location, employees may be required to use the land line clock system rather than the mobile clock system. Accurately recording time worked (start and stop times) is the responsibility of every non-exempt employee by way of our time recording system. This is required in order to calculate employees' pay. Time worked is all time actually spent on the job performing assigned duties. Non-exempt employees should not report to work more than 5 minutes prior to your scheduled start time or stay more than 5 minutes after your scheduled stop time without express written authorization from your area manager. Do not begin recording your start time until you are ready to begin work. Similarly, as soon as you complete your work, you must record your stop time. Start and stop times for any meal breaks must also be recorded on your time record.

Altering, falsifying, tampering with time records, or recording time on another employee's time record is strictly prohibited and will result in disciplinary action, up to and including termination of employment.

Non-exempt employees who work more than 40 hours in our official workweek will receive overtime pay at a rate of one and a half times the normal hourly rate. Any hours paid but not actually worked (e.g. PTO) do not count towards the 40 hour threshold. Express authorization from your area manager must be given before any employee is authorized to work overtime.

Employees are paid only for work time. However, we reserve the right on a case by case basis to round hours up to the scheduled work time.

Employees are not permitted to work more than the scheduled hours without prior written approval. Any employee who violates this policy will be subject to disciplinary action up to and including termination.

PERSONNEL RECORDS

We maintain a personnel file on every employee. This file contains pertinent information including, but not limited to, an employee's application for employment, references, resume, attendance record, disciplinary measures, performance evaluations, pay information and others. Personnel records may contain sensitive matters. In order to ensure privacy is maintained, certain records are maintained in a separate file from your general personnel records (e.g.: medical documents, etc.) Although not required by law, we do allow employees to review (but not change) any document maintained in their own personnel file in the presence of the **Payroll Manager**. If you wish to view your personnel file, please make an appointment with the **Payroll Manager**.

It is the employee's responsibility to notify the **Payroll Manager** who can be reached at 201-438-6542 x210 of any changes in home address, telephone number, marital status, number of dependents, emergency-contact names and telephone numbers or any other pertinent data.

IV. ON THE JOB

ATTENDANCE

Delta Building Services requires regular and punctual attendance from all employees. Employees who are going to be absent for a full or partial work day or late for work must notify their supervisor and the **Payroll Manager** as far in advance as possible but at least one (1) hour before the start of the work shift. Employees who must miss work because of emergencies or other unexpected circumstances must notify their supervisor and the **Payroll Manager** as soon as possible.

Absences and latenesses will be considered excused if the employee requested the time off in accordance with Delta Building Services policies on vacation/sick leave, received the required approval for the absence, and has sufficient accrued, but unused, time to cover the absence. Absences also will be considered excused if the employee requested the time off in accordance with Delta Building Services's policy permitting a leave of absence, received the required approval for the leave, and is in compliance with the leave policy (for example, an employee's absences while he or she is taking approved leave under Delta Building Services's policy on FMLA generally will be considered excused.

Employees will be considered to have taken an unexcused absence if the employee is absent from work during scheduled work hours without permission, including full- or partial-day absences, late arrivals, and early departures. However, Delta Building Services allows a five-minute grace period on an employee's arrival at work and a five minute grace period when an employee returns from lunch.

Any employee who is absent for three or more consecutive days due to illness must provide a note from his or her health care provider to verify the employee's need for sick leave and fitness to return to work.

Consequences of Unexcused Absences

Delta Building Services reserves the right to discipline employees for unexcused absences. Discipline may include loss of pay for the period of absence (as permitted by state/federal law), counseling, oral or written warnings, suspensions, or termination of employment, in Delta Building Services's discretion.

With the exception of unusual circumstances, any employee who is absent from work for two consecutive days without notifying Delta Building Services will be deemed to have voluntarily abandoned his or her job and the employee's employment will be separated.

BREAKS

All employees are permitted to take a meal and rest break in between scheduled pick ups. Non-exempt employees will not be paid for any break lasting more than 15 minutes. These breaks must be designated on your time record and you should not be performing any work during an unpaid meal break. Meals should never be eaten in our vehicles and/or in front of customers.

Smokers receive the same breaks as all other employees. No additional breaks are provided for smokers.

In addition to the above, nursing mothers are providing additional lactation break times. Please see area manager to arrange for the appropriate break room.

LACTATION BREAK POLICY

Eligible Employees

All employees who are nursing mothers are eligible to take reasonable breaks under this policy to express breast milk for the employee's infant child. Delta Building Services encourages all eligible employees who intend to take breaks under this policy to notify your area manager of their intent to avail themselves of this policy.

Lactation Breaks

Eligible employees may take a reasonable amount of break time to accommodate the employee's need to express breast milk for the employee's nursing child. Delta Building Services has designated a private room as the lactation room. Please contact your area manager for information about the designated location for lactation break.

Compensation During Breaks

Lactation breaks under this policy are unpaid.

Employees who are required to record time [under Delta Building Services's timekeeping policy] must [accurately record the start and end of lactation breaks on their time sheets/clock in and out for their lactation breaks] in accordance with Delta Building Services's timekeeping policy. Uninterrupted lactation breaks do not count as hours worked.

Exempt employees may be provided break time with pay when necessary to comply with state and federal wage and hour laws.

No Retaliation

Delta Building Services expressly prohibits any form of discipline, reprisal, intimidation, retaliation, or discrimination against any individual for requesting or taking lactation breaks, or filing a complaint for violations of this policy, the Fair Labor Standards Act or applicable state or local law.

Delta Building Services is committed to enforcing this policy and prohibiting retaliation against employees who request or take break time under this policy, or who file a related complaint. However, the effectiveness of our efforts depends largely on individuals telling us about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately to the **Payroll Manager**. If employees do not report retaliatory conduct, Delta Building Services may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

DRESS CODE

All employees must present for work wearing neat, clean and appropriate clothing. Employees are also required to maintain good personal hygiene. If your appearance or hygiene affects your performance, your co-workers' performance, or the image of our business, we'll advise you of the necessary changes which need to be made. If you are unwilling to make these changes, you will be subject to disciplinary action up to and including termination.

Certain employees may be required to wear a uniform. If you are employed in a position which requires the wearing of a uniform, Delta Building Services shall provide you with the required uniform which then must be worn at all work times.

Office personnel must present in business casual attire. Blouses, skirts (knee length or below), dresses (knee length or below), slacks, button down shirts, polo shirts and Khaki pants are all considered acceptable articles of clothing. All clothing worn must be free of any stains, properly ironed and cleaned.

SOCIAL MEDIA

We recognize that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, LinkedIn, Twitter, Pinterest, Tumblr, blogs, etc. However, employees' use of social media can pose risks to the Company's confidential and proprietary information, reputation and brand, can expose the company to discrimination and harassment claims and can jeopardize the company's compliance with business rules and laws. To minimize these business and legal risks, employees are required to abide by the following:

Unless you have obtained express written authority from the Company president, any social media posts should be done in your own personal name and not on behalf of the Company. Only authorized employees are permitted to engage in social media activity on behalf of the Company.

Social media should never be used in a way that violates any other Company policy, such as our Anti-Harassment policy. If your social media activity would violate any of our policies in another forum, it will also violate them in an online forum. For example, employees are prohibited from using social media to:

- Violate our Computer/Electronic Communications policies.
- Violate our Confidentiality and Proprietary Rights policies.
- Circumvent our Code of Conduct policies.
- Engage in unlawful harassment.
- Circumvent policies prohibiting unlawful discrimination against current employees or applicants for employment.
- Violate any other laws or ethical standards (for example, never use social media in a false or misleading way, such as by claiming to be someone other than yourself or by creating an artificial "buzz" around our business, products or stock).

Personal use of social media is never permitted during work time. Please note that the Company reserves the right to monitor and view any Company owned computer, laptop, cell phone, file, data, phone calls, messages and the like and as such, employees have no expectation of privacy with respect to any company property.

Business Use of Social Media

If you are required to use social media as part of your job duties, for the company's marketing, public relations, recruitment, corporate communications or other business purposes, be reminded that Delta Building Services owns all social media accounts used on behalf of Delta Building Services or otherwise for business purposes, including any and all log-in information, passwords and content associated with each account, such as followers and contacts. Delta Building Services owns all such information and content regardless of the employee that opens the account or uses it and will retain all such information and content regardless of separation of any employee from employment with Delta Building Services. If your job duties require you to speak on behalf of the company in a social media environment, you must still seek approval for such communication from the president may require you to receive training before you do

so and impose certain requirements and restrictions with regard to your activities. Likewise, if you are contacted for comment about Delta Building Services for publication, including in any social media outlet, direct the inquiry to president and do not respond without written approval.

EMERGENCY CLOSINGS

There may be an event or situation which requires us to close operations suddenly. In the event that an emergency prevents us from working, either before you've reported to work or after, you will be notified as soon as we become aware of the situation. When operations are officially closed due to an emergency condition, the time off from work for hourly non-exempt employees will be unpaid. Salaried exempt employees may, in certain circumstances, continue to receive their regular pay in accordance with state and federal wage and hour laws. Any employee not receiving pay due to an emergency closing always has the option of using any available sick/vacation time in order to receive pay for missed work.

If we are open for business and you elect not to report to work, this time off will be charged against your available vacation time. If you have any questions regarding whether you should report to work, contact the **Payroll Manager** who can be reached at 201-438-6542 x210 for clarification.

IT RESOURCES AND COMMUNICATIONS SYSTEMS POLICY

Delta Building Services' computers, networks, communications systems, and other IT resources are intended for business purposes only (except for limited personal use as described below) during working time and at all other times. To protect Delta Building Services and its employees, it is the company's policy to restrict the use of all IT resources and communications systems as described below. Each user is responsible for using these resources and systems in a productive, ethical, and lawful manner.

The company's policies prohibiting harassment and discrimination apply to the use of the company's IT resources and communications systems. No one may use any communications or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, or any other characteristic protected by federal, state, or local law.

The use of Delta Building Services' IT resources and communications systems by an employee shall signify his or her understanding of and agreement to the terms and conditions of this policy, as a condition of employment.

Security, Access, and Passwords

Security of Delta Building Services' IT resources and communications systems is the responsibility of the Information Technology (IT) Department, including approval and control of employees' and others' access to systems and suspension or termination of access in cases of misuse and when a user is no longer an employee or otherwise is ineligible to use the systems.

It is the responsibility of each employee to adhere to IT security guidelines including but not limited to the creation, format, and scheduled changes of passwords. All usernames, pass codes, passwords, and information used or stored on the company's computers, networks, and systems are the property of Delta Building Services. No employee may use a username, pass code, password, or method of encryption that has not been issued to that employee or authorized in advance by the company.

No employee shall share usernames, pass codes, or passwords with any other person except

for the administrative assistant assigned to that employee. An employee shall immediately inform the IT Department if he knows or suspects that any username, pass code, or password has been improperly shared or used, or that IT security has been violated in any way.

Resources and Systems Covered by This Policy

This policy governs all IT resources and communications systems owned by or available at Delta Building Services, and all use of such resources and systems when accessed using an employee's own resources, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

No Expectation of Privacy

All contents of the Delta Building Services' IT resources and communications systems are the property of the company. Therefore, employees should have no expectation of privacy whatsoever in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on the company's electronic information and communications systems.

You are expressly advised that to prevent against misuse, **Delta Building Services reserves the right to monitor, intercept, and review, without further notice, every employee's activities using the company's IT resources and communications systems, including but not limited to email (both outgoing and incoming), telephone conversations and voice mail recordings, instant messages, and internet and social media postings and activities, and you consent to such monitoring by your acknowledgement of this policy and your use of such resources and systems.** This might include, without limitation, the monitoring, intercepting, accessing, recording, disclosing, inspecting, reviewing, retrieving, and printing of transactions, messages, communications, postings, logins, recordings, and other uses of the systems as well as keystroke capturing and other network monitoring technologies.

The company may also store copies of such data and communications for a period of time after they are created and may delete such copies from time to time without notice. Do not use the company's IT resources and communications systems for any matter that you desire to be kept private or confidential from the company.

Network Systems

Delta Building Services maintains integrated computer and data communications networks to facilitate all aspects of its business. You may never sign on to any network equipment using the password or username of another employee. No employees should access, attempt to access, alter, or delete any network document except in furtherance of authorized Delta Building

Services business.

Confidentiality and Proprietary Rights

Delta Building Services' confidential information and intellectual property (including trade secrets) are extremely valuable to Delta Building Services. Treat them accordingly and do not jeopardize them through your business or personal use of electronic communications systems, including email, text messaging, internet access, social media, and telephone conversations and voice mail. Disclosure of the company's confidential information to anyone outside Delta Building Services is not permitted.

Email and Text Messaging

Delta Building Services provides certain employees with access to email and/or text messaging systems for use in connection with performing their job duties. Delta Building Services seeks to provide stable and secure email and text messaging systems (including SMS and internet-based instant messaging) with rapid, consistent delivery times that promote communication for business purposes without incurring unnecessary costs or generating messages that are unproductive for the recipient. Many of the policies described below governing use of the company's email and text messaging systems are aimed at reducing the overall volume of messages flowing through and stored on the network, reducing the size of individual messages, and making the system more efficient and secure.

Spam

Unfortunately, users of email and text messaging will occasionally receive unsolicited commercial or bulk messages (spam) which, aside from being a nuisance and a drain on IT resources, might be a means to spread computer viruses and other malicious software. Avoid opening unsolicited messages and report any suspicious messages to the administrator. Delete all spam immediately. Do not reply to the message in any way, even if it states that you can request to be removed from its distribution list. If delivery persists, contact the email administrator who will block any incoming messages from that address.

Users should be aware that spammers have the ability to access email addresses that are listed as senders or recipients on email messages, on websites, user discussion groups, and other internet areas. Therefore, you should be cautious about using and disclosing your company email address. If you use email for information gathering purposes, we strongly recommend that you not use your company email address, but rather establish a separate email account for that purpose with a free email service, such as yahoo.com, hotmail.com, or google.com.

Etiquette

Proper business etiquette should be maintained when communicating via email and text messaging. When writing business email, be as clear and concise as possible. Sarcasm, poor language, inappropriate comments, attempts at humor, and so on, should be avoided. When communicating via email or instant messages, there are no facial expressions and voice tones to assist in determining the meaning or intent behind a certain comment. This leaves too much room for misinterpretation. Email communications should resemble typical professional and respectful business correspondence.

Personal Use of Company-Provided Email

Personal use of company-provided email is permitted on non-working time only so long as it does not involve unprofessional or inappropriate content and does not interfere with your employment responsibilities or productivity.

Inappropriate Use of Company IT Resources and Communications Systems

You are never permitted to use the company's IT resources and communications systems, including email, text messaging, internet access, social media, telephones, and voicemail, for any inappropriate or unlawful purpose. This includes but is not limited to:

- Misrepresenting yourself as another individual or company.
- Sending, posting, recording, or encouraging receipt of messages or information that may be offensive because of their sexual, racist, or religious content.
- Revealing proprietary or confidential information, including official Delta Building Services information, or intellectual property without authorization.
- Conducting or soliciting illegal activities.
- Representing your personal opinion as that of Delta Building Services.
- Interfering with the performance of your job or the jobs of other Delta Building Services employees.
- For any other purpose that violates Delta Building Services policies or practices.

COMPANY TELEPHONE USAGE

Our telephone systems at the Company are company property. A significant part of our business is conducted through our telephone systems. For this reason, we require employees to maintain the highest level of professionalism during all telephone conversations.

Unavailability to accept a call should be very rare. Any telephone messages left for you must be returned as soon as practicably possible. We rely upon our driver's availability and must be able to reach our drivers at all times.

Personal calls on company telephones are prohibited. Company telephones are intended to be used for company business only. In an emergency, a personal call will be permitted but these calls should be rare and short in duration.

Under no circumstances may drivers talk on the telephone in the presence of any customer. Moreover, drivers are required to abide by the state Law (if crossing state lines, these laws vary, and you are responsible for knowing the law of your state) regarding driving and the use of cell phones.

A violation of this policy may result in disciplinary action, including requiring the offending employee to pay for the long-distance call and up to and including termination.

PERSONAL CELL PHONE USAGE

Many employees today have their own personal cell phone/smart phone at work. Personal cell phones/smart phones are permitted at work; however, the use of these devices during work time is prohibited. While at work, you are expected to be working. Therefore, we only allow personal cell phone/smart phone usage of any kind (including texting, e-mailing, surfing the web, etc.) during authorized break periods (meal breaks, etc.). Under no circumstances should an employee's personal cell phone/smart phone be used in the presence of customers. If you bring your personal cell phone/smart phone to work, you are also required to turn the ringer to "silent" or "vibrate" mode. The ringing of cell phones is not only distracting to others, but it is also unprofessional.

DATING AT WORK

Consensual romantic and/or sexual relationships at work are permitted under certain circumstances. Generally, as long as a consensual romantic or sexual relationship does not interfere with your work, your co-workers' work, and/or business demands and expectations, it is permitted. Notwithstanding, we do not permit a supervisor level employee and a subordinate to engage in romantic/sexual relationships with one another. If such a relationship should develop, both parties are required to report the existence of the relationship to the president.

While we *generally* permit romantic/sexual relationships among co-workers (again, not among supervisor and subordinates), it is essential to understand that consenting romantic and sexual relationships between co-workers may lead to unforeseen complications. Should the existence of such a relationship in any way affect the harmony of the workplace or productivity as determined by the Company, one or both of the individuals may be reassigned (which may include a demotion), have their schedule adjusted or even asked to leave our employ. The operation of our business must come first. We urge employees to consider this policy before entering into a personal relationship with any co-worker.

TRANSPORTATION TO WORK AND DRIVING FOR COMPANY BUSINESS

Certain Employees have the option of coming to our main office for a ride to their site location or arriving at the designated work site on their own. Work time begins when an employee arrives at their work site ready to work. On-site building cleaner employees are not required to come to our main office before reporting to their assigned building location.

Any Employee required to drive for company business (whether in a company vehicle or your own personal vehicle), must abide by the following:

- Any use of a cell phone/smart phone while driving must be, at a minimum, used with a hands-free device. If you are in driving in a State where a different law or regulation governs regarding the use of cell phones while driving, you must abide by that State's laws/regulations. No exceptions. Whenever possible, you are encouraged not to use a cell phone while driving but rather, wait until the vehicle is pulled over and at a complete stop. Texting, E-mailing and surfing the web while driving is absolutely prohibited. Cell phones should never be used in the presence of a customer.
- You must observe all traffic laws, including the posted speed limits, stop signs, red lights, etc.
- You and any passengers in your vehicle must always wear a seat belt.
- You must have a valid driver's license and ensure the vehicle you are driving is both insured and registered.
- Drivers are not permitted to use "google maps" or other navigation device on their smart phones or tablets. All Company vehicles are equipped with GPS. Drivers are required to use the vehicle GPS as the only permitted navigation system.
- Alcohol and illegal drugs are not permitted in the vehicle at any time. Additionally, you may not be under the influence of any alcohol or any illegal drugs while driving for company business. If you are taking a prescription medication you must ensure that this medication does not affect your ability and judgment to operate a motor vehicle. If it does, you are not permitted to

drive for company business. Failure to comply with this provision is grounds for disciplinary action up to and including immediate termination.

- If any accident occurs while driving for company business, no matter how minor, you must immediately notify the appropriate law enforcement agency as well as the **Payroll Manager**. Never leave the scene of an accident until after a complete report has been filed with the local law enforcement agency. We reserve the right to conduct a drug test after any accident.
- Employees driving for company business may be responsible for paying costs associated with any moving or parking violations incurred.

The Company reserves the right to run a driver's abstract on all employees who drive for company business as often and frequently as necessary to ensure the safety of our customers. If you are required to drive for your position, and you lose the ability to drive (e.g.: loss or suspension of license, loss of proper insurance coverage, etc.) you may no longer be eligible for the position you currently hold and may be subject to immediate termination. Any violation of this policy is grounds for disciplinary action, up to and including termination.

THE COMPANY PROPERTY

All employees are responsible for maintaining the integrity of company property, materials, and equipment issued to them. All materials and equipment utilized in your job are company property and are not to be used for personal use under any circumstances. Unauthorized removal of company property from the premises, or its conversion to personal use (by you or a family member or friend), may lead to immediate termination. This includes our vehicles.

If you encounter problems with a vehicle or equipment or cannot perform your job adequately due to a problem with an item that has been issued to you, you must notify the **Payroll Manager** immediately. If we find that you are misusing any of our equipment, we may require that you return them to us immediately and we may take disciplinary action, up to and including termination. Additionally, we reserve the right to pursue legal action to recover any lost or stolen property.

Drivers are generally not permitted to take vehicles home with them. In the rare instance where we permit this practice, you must first obtain express authorization from the **Payroll Manager** or Company president. When vehicles are allowed home with drivers, vehicles must be parked in a safe and secure location, preferably a garaged environment. Any damage caused to the Company vehicle during non-working time is the responsibility of the driver.

ARRESTS AND CONVICTIONS

Arrests and/or convictions of crimes are not automatic bars to employment or continued employment. However, in order to prevent disruption in the workplace caused by unanticipated (or anticipated) absences, we do require all employees to immediately notify the **Payroll Manager** as well as your area manager of any arrest and/or conviction as well as provide the circumstances and details of the matter, along with any documented evidence of same. Depending upon the facts of a given situation (e.g.: how or even if the arrest or conviction relates in any way to your continued performance of the position) we reserve the right to take any appropriate employment action including, but not limited to: disciplinary action, suspension, administrative leave, reassignment, or termination. If an employment action is warranted, it will be taken with consideration given to your specific job requirements and any relation to your action or inaction, as well as all applicable state and federal regulations.

Arrests or convictions are not grounds for automatic termination. Each situation will be carefully reviewed on its own merits.

SEPARATION OF EMPLOYMENT

Although we certainly hope your tenure with us will be long and productive, there may come a time when your separation of employment is processed. Generally, there are three circumstances under which an employee may leave our employ: resignation, termination, or lay-off.

Resignations

A resignation occurs when an employee elects to leave our employ. This may be for retirement, to pursue another opportunity, or other reason. Should you decide to resign, we request that you provide at least two weeks written notice to the **Payroll Manager** (4 weeks for any supervisor level employees). Advance notice of a resignation will be reflected in your personnel record. Employees who resign with proper notice will receive pay for accrued but unused vacation time. Employees who resign without proper notice will not receive pay for unused vacation. We reserve the right to accept your notice of resignation and to make it effective immediately or on any other date that we deem appropriate prior to your intended last day of employment. If we effectuate your resignation prior to your resignation date, you will be paid only through the last day of active employment.

Terminations

A termination occurs when the Company *terminates* an employee; usually for violating a company rule or policy, poor performance, engaging in activity contrary to the best interest of the company or some other act conducted by the employee. Employees who are terminated do not receive pay for unused vacation.

Layoffs

A layoff occurs when the Company determines the need to reduce its workforce. This may occur for financial reasons, staffing adjustment or other business related reasons. Employees who are laid off receive pay for any unused vacation.

Only employees who are laid off or who resign with appropriate written notice will be considered eligible for rehire. Regardless of the reason for your separation of employment, separated employees are required to return any company property such as ID badges, company issued cell phones, tablets, computers, customer lists, and all other property belonging to the Company. If you fail to return company owned property, we reserve the right to take any additional action to recover or protect our property.

Final pay to any separated employee will normally be issued on the next regularly scheduled pay date.

DISCIPLINARY MEASURES

The Company reserves the right to determine what, if any, disciplinary action is necessary under certain circumstances. Employees who violate Company policies or practices, who exhibit performance problems, and/or receives three negative customer service calls will be subject to disciplinary action. Disciplinary action may include any one of the following:

VERBAL WARNING: We'll discuss the problem with you and let you know what required changes are needed. Our hope is that a simple discussion will resolve the workplace concern. This conversation will be documented in your personnel record.

WRITTEN WARNING: A writing will be presented to you documenting the seriousness of our concern and what is expected moving forward. Written warnings are maintained in your personnel record. More serious infractions or repeat problems previously addressed by verbal warning usually result in a written warning, rather than a verbal warning.

SUSPENSION: You are removed from the workplace for a period of time. We will determine whether the suspension is with or without pay based on individual circumstances. Suspensions result from very serious mistakes or concerns, and like verbal and written warnings, will be documented in your personnel record.

TERMINATION: You are informed that your employment is terminated. Serious mistakes or concerns which cannot be overlooked by the Company or corrected may result in a terminations. Final pay will be issued on the next regular scheduled payday. You will not be paid for any accrued but unused paid time off of any kind.

V. HEALTH AND SAFETY

SMOKING

Our offices and site locations are designated as “smoke free”. All employees, are required to abide by our smoking policy. If you are a smoker and wish to smoke during the work day, you must do so in accordance with our break policy, never in front of customers, and you must ensure the absence of any lingering smells associated with smoking. Please note that disciplinary action will be taken against any employee who receives a customer complaint about any noxious smells (e.g.: lingering cigarette or cigar smoke). We encourage smokers to limit all smoking to after hours and not during work hours to avoid the risk of a violation of this policy.

SAFETY

We are committed to providing a safe environment for our employees and customers. Depending on your position, you may receive safety related training and information where appropriate.

All employees have an affirmative duty to report to management the known existence of any unsafe condition. All employees also have an affirmative duty to refrain from creating any unsafe condition. If you cause an unsafe condition to occur (e.g.: spilling of liquid on floors, existence of loose wires, any object placed in a walkway or floorboard where they don't belong, etc.) it is your responsibility to either immediately correct the condition or if you are unable to, notify someone who can. All employees must work together in maintaining the safety of the Company.

In the event an employee is injured while on the job, no matter how slight, the injury must be reported to the area manager as well as the **Payroll Manager**. Failure to report a workplace injury may be grounds for disciplinary action up to and including termination.

Any repeated accidents caused by carelessness, negligence, and/or a blatant disregard for safety, can lead to disciplinary action up to and including termination.

Certain employees may be provided keys to gain access to our offices and vehicles. Any employee who is provided a Company key must ensure its safe keeping. Any lost or stolen keys must immediately be reported to the **Payroll Manager**.

DRUG AND ALCOHOL FREE

As a further commitment to providing a safe environment for our employees and customers, we also require a safe and drug-free work environment for all our employees and customers. For this reason, we prohibit the use, possession, or purchase/sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on company property or while performing any work on behalf of the Company. We also prohibit employees from being impaired or under the influence of legal or illegal drugs or alcohol while at work or conducting work on behalf of the Company, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk our reputation.

The presence of any detectable amount of prohibited substances in the employee's system while at work or while on company business is prohibited. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee. We reserve the right to conduct drug and/or alcohol testing following any workplace accident, for cause or under a random testing policy.

If an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including termination of employment.

ACKNOWLEDGMENT

I understand that the Employee Handbook contains important information about the Company. I understand that I should consult the **Payroll Manager** regarding any questions I have about the policies contained in this Employee Handbook or questions I have which are not answered in the handbook.

I acknowledge that I have entered into my employment relationship with the Company voluntarily and understand that there is no specified length of employment or otherwise guarantee of continued employment. Accordingly, either the Company or I can terminate the relationship at will, at any time, with or without cause, and with or without advance notice. I further understand and agree that no person other than the President may enter into an employment agreement for any specified period of time or make any agreement contrary to the Company's stated employment-at-will policy.

Since the information, policies, and benefits described herein are subject to change at any time, I further acknowledge that revisions to the handbook may occur, except to the Company's policy of employment-at-will. All such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the President of the Company has the ability to adopt any revisions to the policies in this handbook. Furthermore, I understand that this handbook is neither a contract of employment nor a legally binding agreement.

I have had an opportunity to read the handbook, and I understand that I may ask the **Payroll Manager** any questions I might have concerning the handbook. I accept the terms of the handbook. I also understand that it is my responsibility to comply with the policies contained in this handbook, and any revisions made to it. In that regard, I further agree to comply with the policies contained in this handbook, and any revisions made to it.

I have received a copy of the Company's Employee Handbook on the date listed below. I have been provided an opportunity to read the Employee Handbook prior to signing this Acknowledgment.

Additionally, I will sign the two copies of this Acknowledgment of Receipt, retain one copy for myself, and return one copy to the **Payroll Manager** on the date specified. I understand that this form will be retained in my personnel file.

By signing below, I acknowledge and agree to comply with all of the above statements.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

