



## Employee Handbook

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\* Note- Northern Michigan Janitorial Services and NMJS will be used interchangeably throughout this Handbook, both are of the same.

\*\* Northern Michigan Janitorial Services (NMJS) is a DBA (Doing Business As,) for Colts Cleaning Crew LLC.

## **Introduction**

### **1. Welcome!**

Welcome to the team! We could not be happier to have you join forces with us. It's important to us that you know you are not only on our team, but a part of our Northern Michigan Janitorial Services (NMJS) family as well. While the business is always growing, we aim to make sure you always feel seen and appreciated. We also believe in the importance of work/life balance, and we work to help find that balance for you. Healthy and happy employees make for healthy and happy customers, which make for healthy and happy lives all around.

#### **1.1 Why you have this Handbook**

This employee handbook for Northern Michigan Janitorial Services is designed to familiarize you with the culture, expectations and policies that shape our workplace. We're confident that being familiar with its contents will help ensure you can enjoy the most positive and constructive professional experience as part of our company.

Keep in mind that this handbook doesn't represent a guarantee of employment or a contract. It simply lays out the commitments, responsibilities and expectations that help us all come together to create a fair, equitable and welcoming workplace. NMJS reserves the right to make changes to the handbook at any time. Policies of this handbook supersede any and all prior policies, written or verbal.

We're glad to have you aboard, and we're looking forward to seeing what great things you accomplish with us. Please read the handbook in full and consult it as needed. Feel free to direct any questions about its contents or requests for clarification to Management.

#### **1.2 Who you work for**

A little bit about us:

- NMJS has been in business since 2011 serving the Cadillac area.
- In 2018, Andrew Wilhelm became the owner/operator, cleaning nightly with 3-4 other employees, he worked on expanding the business while still working as a barista and a FedEx driver.
- By 2020, NMJS expanded into Traverse City and became the sole occupation for Andrew.
- In 2022, Samantha Wilhelm, Andrew's wife, came on board as a co-owner, bringing her managerial experience to the company.
- As of 2024 NMJS moved from the garage at the Wilhelm's residence, and opened their office in Cadillac. We now proudly serve 5 counties, 40+ locations, and support 35+ employees.

**Our core values** - Pride, Respect, Integrity, Communication, Enjoy life

**Our mission:** To be Northern Michigan's best choice for janitorial services, through our focus on employee retention, development, and exceptional customer service.

### **1.3 A Welcome from the CEO**

Welcome aboard! I am thrilled to have you join us and can't wait to see all the great things you'll accomplish here. You, the staff, are our biggest asset and we plan on treating you with respect and fairness. Our company core values will guide us every step of the way as we work together. Let's make a difference! Congratulations on being part of our dynamic team! I hope we have a long and successful journey together.

~Andrew Wilhelm

### **1.4 Equal Opportunity Policy**

Northern Michigan Janitorial Services is an equal opportunity employer in compliance with the full range of laws and acts that govern the Equal Employment Opportunity Commission. All our employees can expect to be treated with respect and professionalism.

That means:

Our workspaces have no place for discrimination based on gender, age, sexual orientation, race, nationality, ethnicity, religion, disability or veteran status.

Our hiring and promotion practices are based on potential, skills and experience, and we use every possible means to avoid introducing other biases to that process.

We strive to make language in our workplace—including on signs, announcements, job ads and official documents—inclusive and diversity-sensitive.

No employee will ever be penalized or retaliated against for reporting discrimination, harassment or inappropriate or offensive behavior. We're committed to dealing decisively with any discriminatory actions against you or your colleagues.

For that reason, we ask everyone to promptly report such incidents to Management. They will be met with disciplinary action, as will any attempt by the employees involved to retaliate against someone they suspect of reporting them.

### **1.5 Contractual Disclaimer and At-will Employment Policy Statement**

Neither the provisions of this handbook nor any other NMJS policy statements establish contractual rights, in whole or in part, between NMJS and its associates. Neither NMJS nor its associates are committed to any employment relationship for a definite period of time and either party may terminate the relationship at any time for any reason, with or without cause.

Your employment with Northern Michigan Janitorial Services is at will. This means your employment is for an indefinite period of time and it is subject to termination by you or NMJS, with or without cause, with or without notice, and at any time. Nothing in this policy or any other policy of NMJS shall be interpreted to be in conflict with or to eliminate or modify in any way the at-will employment status of NMJS employees.

### **1.6 Orientation and Onboarding Process**

During your first days with NMJS, what you can expect- All employees will receive this Handbook, any uniform necessities needed for your position and your upcoming schedule. You will also meet your manager(s), crew, and spend time filling out all necessary new hire paperwork, which will also include NMJS's Drug and Alcohol policy, and non-compete & non-solicitation forms.

On the first day you will train with a supervisor or manager, it may not be at the location where you will be regularly working. If more than one day is necessary for training, we will discuss and schedule at that time. We never want you to feel unprepared or unsure of your duties. All training time will be paid at employees' current wage.

### **1.7 Non-compete & non-solicitation agreement**

All employees will be required to sign a non-compete & non-solicitation agreement prior to starting work. This means NMJS Employees will not attempt to gain employment or use company practices to gain financially for themselves.

### **1.8 Confidentiality / Non-disclosure**

All company and client information is considered confidential and is not to be divulged to anyone without the expressed written consent/permission of NMJS, and/or the client. Discussing or releasing confidential information to unauthorized individuals can result in immediate dismissal, and in the case of illegal use, criminal prosecution.

### **1.9 Probationary period**

NMJS places very high value on attendance. All new hires at NMJS are subject to a 30 day probationary period. If the employee is absent from work during the probationary period, they may be subject to immediate termination.

## **2. Policies and Procedures**

You will find important policies and procedures for NMJS laid out in this section. Keep in mind, this is a straightforward layout for easy referencing of company policies and procedures and is a vehicle for familiarizing employees with basic company policies and benefit programs, as well as the general expectations of NMJS, including acceptable and unacceptable behavior and disciplinary measures.

As always, if you have questions or need a deeper understanding of any aspect of this Handbook, please reach out to management.

### **2.1 Americans with Disabilities Act**

It is the policy of NMJS to comply with all federal and state laws concerning the employment of individuals with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

When an applicant with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, the employee will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

NMJS will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to NMJS. Contact Management with any questions or requests for accommodation.

All employees are required to comply with the company's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made in regard to the employee's immediate employment situation.

Individuals who are currently using illegal drugs are excluded from coverage under the company ADA policy.

Management is responsible for implementing this policy, including the resolution of reasonable accommodation, safety/direct threat and undue hardship issues.

### **2.1.1 Terms Used in this policy**

As used in this ADA policy, the following terms have the indicated meaning:

- **Disability:** A physical or mental impairment that substantially limits one or more major life activities of the individual, a record of such an impairment, or being regarded as having such an impairment.
- **Major life activities:** Term includes caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.
- **Major bodily functions:** Term includes physical or mental impairment such as any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin and endocrine. Also covered are any mental or psychological disorders, such as intellectual disability, organic brain syndrome, emotional or mental illness and specific learning disabilities.
- **Substantially limiting:** In accordance with the ADAAA final regulations, the determination of whether an impairment substantially limits a major life activity requires an individualized assessment, and an impairment that is episodic or in remission may also meet the definition of disability if it would substantially limit a major life activity when active. Some examples of these types of impairments may include epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder and schizophrenia. An impairment,



such as cancer that is in remission but that may possibly return in a substantially limiting form, is also considered a disability under the final ADAAA regulations.

- Direct threat: A significant risk to the health, safety or well-being of individuals with disabilities or others when this risk cannot be eliminated by reasonable accommodation.
- Qualified individual: An individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.
- Reasonable accommodation: Includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.
- Undue hardship: An action requiring significant difficulty or expense by the employer. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include:
  - The nature and cost of the accommodation.
  - The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at such facility, the effect on expenses and resources, or the impact of such accommodation on the operation of the facility.
  - The overall financial resources of the employer; the size, number, type and location of facilities.
  - The type of operations of the company, including the composition, structure and functions of the workforce; administrative or fiscal relationship of the particular facility involved in making the accommodation to the employer.
  - Essential functions of the job: Term refers to job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.

The examples provided in the above terms are not meant to be all-inclusive and should not be construed as such. They are not the only conditions that are considered to be disabilities, impairments or reasonable accommodations covered by the ADA/ADAAA policy.

## **2.2 Personal Protection Equipment**

NMJS will make sure you are supplied with any personal safety equipment you may need along with any specific training you may need to do your job safely. It is always your responsibility to use good judgment and apply personal safety measures when necessary. Be aware of your surroundings and always report any incidents or concerns to management.

## **2.3 Sexual Harassment**

Northern Michigan Janitorial Services is committed to providing a safe environment for all its employees, free from discrimination on any ground and from harassment at work including sexual

harassment. NMJS will operate a **zero-tolerance policy** for any form of sexual harassment in the workplace, treat all incidents seriously and promptly investigate all allegations of sexual harassment. Any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from employment. All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. No one will be victimized for making such a complaint.

### **2.3.1 Definition of sexual harassment**

Sexual harassment is unwelcome conduct of a sexual nature which makes a person feel offended, humiliated and/or intimidated. It includes situations where a person is asked to engage in sexual activity as a condition of that person's employment, as well as situations which create an environment which is hostile, intimidating or humiliating for the recipient. Sexual harassment can involve one or more incidents and actions constituting harassment may be physical, verbal and non-verbal.

Examples of conduct or behavior which constitute sexual harassment include, but are not limited to:

#### **Physical conduct**

- Unwelcome physical contact including patting, pinching, stroking, kissing, hugging, fondling, or inappropriate touching
- Physical violence, including sexual assault
- Physical contact, e.g., touching, pinching
- The use of job-related threats or rewards to solicit sexual favors

#### **Verbal conduct**

- Comments on a worker's appearance, age, private life, etc.
- Sexual comments, stories and jokes
- Sexual advances
- Repeated and unwanted social invitations for dates or physical intimacy
- Insults based on the sex of the worker
- Condescending or paternalistic remarks
- Sending sexually explicit messages (by phone or by email)

#### **Non-verbal conduct**

- Display of sexually explicit or suggestive material
- Sexually suggestive gestures
- Whistling
- Leering

Anyone can be a victim of sexual harassment, regardless of their sex and of the sex of the harasser. NMJS recognizes that sexual harassment may also occur between people of the same sex. What matters is that the sexual conduct is unwanted and unwelcome by the person against whom the conduct is directed.

Northern Michigan Janitorial Services recognizes that sexual harassment is a manifestation of power relationships and often occurs within unequal relationships in the workplace, for example between manager or supervisor and employee. Anyone, including employees of NMJS, clients, customers,

casual workers, contractors or visitors who sexually harasses another will be reprimanded in accordance with this internal policy.

All sexual harassment is prohibited whether it takes place within NMJS premises or outside, including at social events, business trips, training sessions or cleaning locations.

Anyone who is subject to sexual harassment should, if possible, inform the alleged harasser that the conduct is unwanted and unwelcome. Northern Michigan Janitorial Services recognizes that sexual harassment may occur in unequal relationships (i.e., between a supervisor and his/her employee) and that it may not be possible for the victim to inform the alleged harasser.

If a victim cannot directly approach an alleged harasser, he/she can approach one of the designated staff members responsible for receiving complaints of sexual harassment. This person could be another supervisor, a member of the human resources department, etc.

When a designated person receives a complaint of sexual harassment, he/she will:

- immediately record the dates, times and facts of the incident(s)
- ascertain the views of the victim as to what outcome he/she wants
- ensure that the victim understands the company's procedures for dealing with the complaint
- discuss and agree the next steps: either informal or formal complaint, on the understanding that choosing to resolve the matter informally does not preclude the victim from pursuing a formal complaint if he/she is not satisfied with the outcome
- keep a confidential record of all discussions
- respect the choice of the victim
- ensure that the victim knows that they can lodge the complaint outside of the company through the relevant legal framework

### **2.3.2 Sanctions and disciplinary measures**

Anyone who has been found to have sexually harassed another person under the terms of this policy is liable to any of the following sanctions:

- verbal or written warning
- adverse performance evaluation
- reduction in wages
- transfer
- demotion
- suspension
- dismissal

The nature of the sanctions will depend on the gravity and extent of the harassment. Suitable deterrent sanctions will be applied to ensure that incidents of sexual harassment are not treated as trivial. Certain serious cases, including physical violence, will result in the immediate dismissal of the harasser.

### **2.3.3 CORRECTIVE ACTION / DISCIPLINE POLICY**

Northern Michigan Janitorial Services will attempt to deal constructively with employee workplace conduct and to correct problems when possible. Each situation will be considered in light of a variety of facts including the seriousness of the situation, the employee's past conduct, length of service, the nature of the employee's previous performance, and/or incidents involving the employee. Corrective action steps may include, among other things, oral or written warnings, probation, suspension without pay, or immediate discharge.

This policy does not alter the at-will nature of the employment relationship between NMJS and its employees, which means NMJS reserves the right to dismiss any employee at any time, with or without advance notice and without cause under any circumstances that it deems appropriate.

Sample issues that will result in immediate termination of employment:

- Stealing from clients. This includes small items, like food, candy, or items thrown away in the trash.
- Stealing from fellow employees.
- Stealing from the company: This includes supplies, equipment, money, or any property of the company, unauthorized use of Company or customer supplies, information, time, equipment, funds, or computer codes/passwords, building codes/keys/badges to gain unlawful entry.
- Insubordination or not following your manager's or team leader's instructions. Deliberate disrespect, threatening, or being unresponsive are all considered insubordination.
- Misrepresentations of the reason for time off, unauthorized time off, and tardiness.
- Profanity: Using profanity toward a fellow worker or anyone while in NMJS uniform or in a company car. This includes calling names or threats.
- Physical threats or intimidation.
- Sexual harassment of coworkers or clients.
- No call, no show: This is considered voluntarily quitting with our company.
- Poor attitude: This is something that usually cannot be corrected through written warnings. A bad attitude creates a harsh working environment for everybody else. Complaining constantly and poor work performance are typical symptoms of a poor attitude.
- Reporting for work under the influence of alcohol or any illegal substances; or possession, sale or distribution of alcohol or illegal substances while on Company premises or abusing such items while representing the Company or conducting Company business.
- Employment with any company in direct competition with NMJS.
- Repeatedly failing to meet job responsibilities, job budget or quality requirements.
- Soliciting NMJS's clients for services related or unrelated to cleaning. This includes potential clients inquiring about cleaning services while out in the field.
- Intentionally hiding and/or not reporting damages to the client's property.
- Falsifying Company documents or records, including misuse of timekeeping records, job application and/or resume, or falsely inputting payment data.
- Theft, fraud or any other proven acts of dishonesty
- Obtaining employment or promotion on the basis of false or misleading information.

## **2.4 Drugs and Alcohol**

In compliance with the Drug-Free Workplace Act of 1988, Northern Michigan Janitorial Services has a longstanding commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug misuse poses a threat to the health and safety of NMJS employees and to the security of the company's equipment and facilities. For these reasons, NMJS is committed to the elimination of drug and alcohol use and misuse in the workplace, as outlined in our drug and alcohol policy.

This policy applies to all employees and applicants for employment with NMJS.

## **2.5 Violence and Weapons**

NMJS and the employees of NMJS are expected to abide by all state and local gun laws. You will also be expected to abide by any regulations set by the facility while on their premises. Failure to do so may result in termination.

## **2.6 Attendance**

Employees are expected to be on time for their scheduled shifts. You can find your schedule in the Swept Mobile App. Excessive/multiple missed shifts and callouts are subject to termination based on managers' discretion. NMJS considers 3 or more callouts per calendar quarter as excessive. "No call/No shows" are considered job abandonment and will negatively affect eligibility for rehire.

## **2.7 Hours of work**

Shifts and hours vary based on location, day, and expectations of the specific job. Many shifts are flexible, but some will be very specific. You are encouraged to complete your cleaning tasks in the appropriate time frame, as outlined by your scheduled start and end times, which are specific to each different job location.

## **2.8 Drive time**

Drive time is paid when an employee is required to drive from one job related location/site to another during a normally scheduled shift. The employee is not paid for the drive time to the first scheduled work site, or home from the last scheduled work site.

## **2.9 Meal and Rest Time**

If your shift is more than 4 hours, you are entitled to an unpaid 15-minute break/rest period, if you are working 8 hours or more, you are entitled to two (2) 15-minute break periods and a 30-minute unpaid lunch break. Minor workers (less than 18 years of age) must clock out and take at least a 30-minute uninterrupted break after working 4 consecutive hours.

## **2.10 Timekeeping**

You will be expected to clock in and out for each shift using the Swept Mobile App. If you do not have cell service at your cleaning location, please reach out to your location supervisor, or District Operations Manager for further instruction. If you forget or are unable to clock in/out, please contact Ciara as soon as possible.

## **2.11 Time off**

If you need to request time off, NMJS requires you give a minimum of 1 weeks' notice when able. If you should need to request more than 2 shifts off, NMJS requires a minimum of a 2-week notice when able. All staff are granted 2 paid days of bereavement in the event it is needed. Please send time off requests to Ciara, D.O.M.

## **2.12 Holidays**

NMJS feels strongly that holidays are a time to spend with family and friends. We observe the following holidays and may have additional days off depending on our customer's holiday schedules:

New Years Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving  
Christmas Eve  
Christmas Day  
New Years Eve

At this time holidays are unpaid unless working where they will be paid a normal hourly wage.

## **2.13 Personal Records**

Employee personnel records are maintained by NMJS Management. As required by law, some records relating to medical issues and internal investigations are maintained in separate files. For purposes of this policy, a personnel file includes records related to performance and training as well as other records used for hiring, promotion and disciplinary decisions. The personnel file does not include any reference checks, medical records or investigation files. Depending upon the circumstances, employees may be provided access to records pertaining to internal investigations, with appropriate redactions to protect the rights of others.

Employees, or their representatives, may request access to their personnel file by submitting a request to human resources in writing. Upon receipt of the written request, human resources will schedule an appointment to view the file during normal office hours. Employees are not permitted to remove any documents from the personnel file but may provide a written response to any document in the personnel file. Written responses will be attached to the original document in the personnel file. Employees may also request copies of documents in their personnel file. Requests for copies must be made in writing to human resources.

## **2.14 Paydays**

Northern Michigan Janitorial Services pays Bi-weekly, via direct deposit, unless other arrangements are made. Employees will receive check stubs electronically and can be accessed at any time by the employee through the employee portal. Payday is typically every other Thursday of the month. If a payday falls on a holiday, you may receive your paycheck on the preceding workday, depending on how the holiday falls in the work week.

## **2.15 Payroll Deductions**

Northern Michigan Janitorial Services is required by law to make regular deductions for taxes imposed by governmental units. These deductions must be made from all paychecks, and the amounts deducted are turned over directly to the applicable governmental units.

Some paycheck deductions based on a court order may need to be made, such as garnishments or child support.

Additionally, this organization will make certain deductions from your paychecks as you request.

Under the Social Security Act, your yearly taxable earnings are reported to the Social Security Board, and your benefits are computed upon them. This organization is required to deduct the tax on your salary. The amount deducted is sent to the federal government for credit to your account. The act provides a monthly income for workers and their families when the worker is retired or disabled and for certain payments to survivors in case of death.

By January 31 of each year, this organization will provide a W-2 statement showing the total amount of your taxable earnings, as well as all deductions taken from your pay during the previous year.

If you believe that a payroll deduction has been taken that violates applicable law, you should immediately report that belief in writing to Management.

## **2.16 Garnishments**

With regards to wage garnishment, Northern Michigan Janitorial Services complies with any and all court orders, the Consumer Credit Protection Act (CCPA), and any other applicable laws. Upon receiving a court order, NMJS will notify the employee immediately and begin withholding wages. We will give the employee information on how s/he can protest the garnishment in court.

In compliance with the CCPA, NMJS will not terminate any employees who have been subject to garnishment for one in the case of employees who are subject to garnishments from more than one creditor or more than one judgment from the same creditor. NMJS reserves the right to continue or terminate the employee's employment as we see fit (in compliance with CCPA).

In addition, the CCPA protects employees from termination related to wage garnishments due to child support, regardless of the number of garnishments.

The CCPA's anti-retribution statutes do not, however, prohibit firing for just cause.

## **2.17 Performance Reviews**

Every employee is entitled to a Performance Review 60 days after their start date. This review is for the benefit of the employees as well as management. It allows the opportunity to discuss how things are going, if things can improve in any way by either party, and expectations moving forward. Performance reviews after that will be at the discretion of the owners and/or D.O.M.

## **2.18 Promotions**

As opportunities become available within NMJS, we will make such opportunities available within the company and welcome all employees to apply. We will always give priority to current employees over hiring/promoting outside of the company.

## **2.19 Termination: Reduction in force, layoff/recall**

Employment with Northern Michigan Janitorial Services is for an indefinite period of time, and it is subject to termination by you or NMJS, with or without cause, with or without notice, and at any time.

**Part-time employee status:** hired on to a position working less than 30 hours/week average throughout the year

**Full-time employee status:** hired on to a position working 30 or more hours/week averaged throughout the year

## **3. Benefits- May be available to full time employees**

### **3.1 Vacation/Paid time off (PTO)**

- 3 days PTO after 6 months of full-time work (30+ hours/week), with an additional 2 days added after 1 year, totalling 5 days of PTO awarded. After the first year, 5 PTO days will be awarded at the anniversary of hire date.
- Paid Time Off will not roll over to the next year. If not used, the PTO time will be forfeited.
- 1 day of PTO=8 hours
- Please put in your request for PTO time at least 2 weeks in advance
- PTO time will be approved on a first come first approved basis, as it works for the company.
- Earned Sick Time will be earned as 30 hours = 1 hr paid sick time

### **3.2 Paid Training**

NMJS wants every employee to feel they are always 100% prepared for their job. For this reason, we make sure you are compensated for your training time.

### **3.3 Bonuses**

NMJS may offer incentives/ bonuses/ rewards periodically throughout the year at Management/Owners discretion.

## **4. Employee and Employer Responsibility for Safety**

It is the responsibility of each employee to conduct all work in a safe and efficient manner complying with all local, state and federal safety and health regulations, programmatic standards, and special safety concerns identified by NMJS for use in a particular area or with a client.

Although most safety regulations are consistent throughout each department and program, it is the responsibility of employees to identify and familiarize themselves with the other safety standards unique to each location.

### **4.1 Commitment of the Company**

NMJS is committed to providing our employees with the tools, equipment, and knowledge needed to complete each job in a safe, and timely manner. MSD Sheets are to be kept ready and available at each location.



## **4.2 Emergency Procedures**

It is each employee's own responsibility to be aware and familiar with each location's specific emergency procedures and evacuation plans where they will be working.

In the event of an emergency, call 911 first then, if able, follow up with a call to management at 231-492-6321 or 231-878-5946.

## **4.3 Medical Services**

Each employee should be aware of the location of any medical safety equipment at each location they will be working. In the event of needing medical services that require immediate emergency response, please call 911.

## **4.4 Personal Protective Equipment**

NMJS will make sure any and all PPE is available as needed. All employees are required to follow OSHA Requirements as laid out below in section 4.5.

## **4.5 OSHA Requirements: Safety Rules, Reporting Accidents**

Employees will have knowledge of MSDS locations for each job site, as well as accident/incident reporting sheets, and proper reporting protocol. NMJS follows all OSHA Guidelines and can be found on their website at [www.nmjscleans.com](http://www.nmjscleans.com).

## **4.6 Material Safety Data Sheets (M.S.D.S.)**

NMJS maintains Material Safety Data Sheets (MSDS) for all chemicals you may be asked to use. These MSDS are kept in NMJS's Cadillac office. The MSDS identifies the chemical(s) and provides information relating to personal protection, health data and spill/exposure procedures. Under the Michigan Right to Know Law, these sheets are available for you to review at any time. Simply request copies from your area manager.

# **5. Procedures**

## **5.1 Standards of Conduct**

All employees are expected to use good judgment and conduct themselves in a professional manner when representing NMJS. Please refrain from allowing any non-employees of NMJS to accompany you at/in any cleaning sites. This includes spouses/significant others, children, friends, relatives and pets. Our insurance covers **employees only**. The use of tobacco products is not restricted, however, please avoid smoking/chewing at the location you are cleaning. Also, please be aware of the scent you are taking into the facility you will be cleaning, when possible please avoid smoking directly before your shift and mid shift.

## **5.2 Dress Code**

NMJS will provide uniform shirts to each employee and are required to be worn while working. Please wear work-appropriate bottoms so that you can work comfortably and efficiently. Pajamas, sweatpants, torn, holey, or stained articles of clothing are not permitted. Flip-flops, sandals, or other open toed shoes are not permitted. Colored hair, piercings, and tattoos are acceptable as long as a professional image can be kept.

\*Some locations require special safety gear, NMJS will provide that gear or reimbursement for such gear, NMJS will also provide an annual stipend for any specialty safety gear/equipment.

### **5.3 Chain of Command**

Who to contact for what, and when to contact them.

**Daily Tasks updates** - When cleaning in teams, please check in with your supervisor daily. Please avoid skipping the chain of command without urgency. Andrew and Samantha will always try and take your call, but use your supervisors and managers to resolve issues first.

**Supplies** - Please request supplies through the Swept Mobile App. Although delivered weekly, sometimes supplies can take up to two weeks to be delivered, so be sure to monitor and request supplies accordingly. If there is a supply question or you need to request items that are supplied by the location, please contact Kiara or Ian.

**Time off** - Please contact the Operations Manager, for all time off requests.

**Facility concerns** - Please report the concern/issue in the Swept Mobile App. including any pictures. If the concern requires immediate attention, please call the Operations Manager.

**Call-out** - If you are unable to report for your scheduled shift due to illness or other reason, please contact your supervisor, and then Operations Manager.

**Emergency Situations** - Call 911, then call any manager or owner when able.

**Urgent but not Emergency Situations** - Please call your Operations Manager. If not able to connect with your manager within 10 minutes, call Andrew or Samantha.

#### **Weekend issues** -

**Non-urgent** - Swept Message - this can wait to be addressed on Monday

**Urgent** - Call the office number as it will be forwarded to the manager on-call for that weekend.

Includes - Building Flooding issue, Building Damage that will be worse by Monday, building security functions, inability to complete the job.

**Emergency** - Call 9-1-1 then call Andrew.

**Payroll** - Any and all payroll questions, contact Samantha or Andrew.

**Swept App issues** - Please direct all Swept Application concerns to the Operations Manager.

**Ciara Stumm, Operations Manager** - (231) 878-5946

**Kiara Richardson, Assistant Manager/Training Manager** - (231) 429-1126

**Samantha Wilhelm, Co-Owner/Human Resources** - (231) 632-7693

**Andrew Wilhelm, Owner/Window Management** - (231) 492-6321

**Ian Manke, Supply Supervisor** - (231) 942-2424

**Office** - (231) 942-3899

### **5.4 Progressive Discipline**

Disciplinary actions for not abiding by rules;

1. *Warning*- either verbal or written

2. *Remediation*

3. *Termination*

**5.5 Exit Process**

It is the policy of NMJS to ensure that employee terminations, including voluntary and involuntary terminations and terminations due to the death of an employee, are handled in a professional manner with minimal disruption to the workplace.

Employment with NMJS is voluntary and subject to termination by the employee or Northern Michigan Janitorial Services at will, with or without cause, and with or without notice, at any time. Nothing in this policy shall be interpreted to conflict with or to eliminate or modify in any way the employment-at-will status of NMJS employees.

**5.6 Voluntary Terminations**

A voluntary termination of employment occurs when an employee submits a written or verbal notice of resignation, including intent to retire, to his or her supervisor or when an employee is absent from work for three consecutive workdays and fails to contact his or her supervisor (job abandonment). Employees are requested to provide notice of their intention to separate employment. The employee should provide a written or verbal resignation notification to his or her manager.

NMJS expects uniforms and any building entry badges or keys- anything used to gain access to worksites, to be returned upon termination of employment. Any access codes shall not be used by a former employee to gain access to any building once terminated.

**5.7 Involuntary Terminations**

An involuntary termination of employment, including a layoff of over 30 days, is a management-initiated dismissal with or without cause.

**5.8 Termination Procedures**

Before any action is taken to involuntarily discharge an employee, the employee's manager may request a review by the owners of NMJS. The owners will be responsible for reviewing the circumstances and determining if termination is warranted. If they recommend termination, the employee's manager will notify the employee.

**5.9 Death of an Employee**

A termination due to the death of an employee will be made effective as of the date of death.

**5.10 Final Pay**

An employee who resigns or is discharged will be paid through their last day of work, less outstanding loans, advances or other agreements the employee may have with the company, in compliance with state laws. In cases of an employee's death, the final pay due to that employee will be paid to the deceased employee's estate or as otherwise required under state law.

**5.11 Return of Property**

Employees must return all company property at the time of separation, including uniforms, entry badges, supplies, and keys. Failure to return some items may result in deductions from the employee's final paycheck where state law allows. An employee will be required to sign a wage deduction authorization to deduct the costs of such items from the final paycheck. In some circumstances, NMJS may pursue criminal charges for failure to return company property. Separated employees are prohibited from using any access codes to gain entry into any building after termination of employment.

### **5.12 Eligibility for Rehire**

Employees who leave NMJS in good standing with proper notice may be considered for rehire. Former employees must follow the normal application and hiring processes and must meet all minimum qualifications and requirements of the position. Rehired employees will not retain previous tenure when calculating longevity, leave accruals or any other benefits, unless required by law. Employees who are involuntarily terminated by NMJS for cause or who resign in lieu of termination are ineligible for rehire. In addition, employees who resign without providing adequate notice or who abandon their job will not be considered for rehire.

## **6. Summary and Acknowledgement**

### **6.1 Importance of the Policies and Procedures**

The importance of this handbook is to streamline NMJS' policies and procedures. It allows all employees access to guidelines and rules. It allows questions to be quickly answered and where to go for further answers. It also provides guidance and information related to the organization's history, mission, values, and benefits.

## 6.2 Acknowledgement of Receipt

The employee handbook describes important information about Northern Michigan Janitorial Services, and I understand that I should consult management regarding any questions not answered in the handbook. I have entered into my employment relationship with NMJS voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or NMJS can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.

I understand and agree that no manager, supervisor, or representative of NMJS has any authority to enter into any agreement for employment other than at-will. Only the President of the company has the authority to make any such agreement and then only in writing signed by the President of NMJS. This manual and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with NMJS. By distributing this handbook, NMJS expressly revokes any and all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by NMJS, and the company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

I understand and agree that nothing in the employee handbook creates, or is intended to create, a promise or representation of continued employment and that employment at NMJS is employment at-will, which may be terminated at the will of either NMJS or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by NMJS or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

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Employee's signature

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Employee's name (print)

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Date

## MICHIGAN NON-COMPETE AND NON-SOLICITATION AGREEMENT

This Non-Compete and Non-Solicitation Agreement (“Agreement”) is between \_\_\_\_\_ (“Employee”) and Northern Michigan Janitorial Services. The Agreement is effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In consideration of the employment opportunity provided by the Company, the Employee, intends to be legally bound, agrees to the following:

- I. Term of Agreement. This Agreement is effective on the Effective Date and shall remain throughout the term of Employee’s employment with the Company and for a period of 2 year(s) thereafter.
- II. Limitations of this Agreement. This Agreement is not a contract of employment. Neither Employee nor the Company is obligated to any specific term of employment. This Agreement is limited to the subject matter of covenants not to compete or solicit as described in this Agreement.
- III. Covenant Not to Compete. Employee agrees that at no time during the term of their employment with the Company that he or she will engage in any business activity which is competitive with the Company, nor work for any company which competes with the Company. For a period of 2 year(s) immediately following the termination of an Employee's employment, Employee will not, for themselves or on behalf of any other person or business enterprise, engage in any business activity which competes with the Company within 45 miles of the location of employment.
- IV. Non-Solicitation. During the term of Employee’s employment, and for a period of 2 year(s) immediately thereafter, Employee agrees not to solicit any employee or independent contractor of the Company on behalf of any other business enterprise, nor shall Employee induce any other employee or independent contractor associated with the Company to terminate or breach an employment, contractual or other relationship with the Company.
- V. Soliciting Customers After Termination of Agreement. For a period of 2 year(s) following the termination of the Employee’s employment and their relationship with the Company, Employee shall not, directly or indirectly, disclose to any person, firm or corporation the names or addresses of any of the customers or clients of the Company or any other information pertaining to them. Neither shall Employee call on, solicit, take away, or attempt to call on, solicit, or take away any customer of the Company on whom Employee have called or with whom Employee became acquainted with during the term of their employment, as a direct or indirect result of Employee’s employment with the Company.
- VI. Injunctive Relief. Employee hereby acknowledges (1) that the Company will suffer irreparable harm if Employee should breach their obligations under this Agreement; and (2) that monetary damages will be inadequate to compensate the Company for such a breach. Therefore, if Employee breaches any such provisions, then Northern Michigan Janitorial Services shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.
- VII. Severable Provisions. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in

part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

- VIII. Modifications. This Agreement may be modified only by a writing executed by both the Employee and the Company.
- IX. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement. The Agreement supersedes all prior understanding, agreements, or representations.
- X. Waiver. Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.
- XI. Jurisdiction and Venue. This Agreement is to be construed pursuant to the laws in the State of Michigan. Employee agrees to submit to the jurisdiction and venue of any court of competent jurisdiction in Wexford County, State of Michigan without regard to conflict of laws or provisions, for any claim arising out of this Agreement.

**Employer's Signature** \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name \_\_\_\_\_ Title \_\_\_\_\_

The Employee's signature below acknowledges that he or she has read and understands the foregoing Agreement, that Employee agrees to comply with all of the terms of the Agreement, and that you have received a copy of the Agreement.

**Employee's Signature** \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name \_\_\_\_\_