

Braun Cleaning Services LLC Employee Handbook



Updated August 2020

Welcome to Braun Cleaning Services!

This employee handbook contains important information regarding Braun Cleaning Services, your rights and obligations as an employee, and other important information regarding your employment.

Please read this handbook carefully. Should you have any questions regarding this information, or any policy referenced within, please speak to any member of management.

We look forward to a mutually successful employment relationship. Sincerely,

Arthur & Jessica Braun

Table of Contents

1. **About the Handbook**
2. **WORKING AT BRAUN CLEANING SERVICES**
 - 2.1.Introduction to Your Job
 - 2.2.Introductory Period
 - 2.3.Employment-at-Will
 - 2.4.Employment Eligibility
 - 2.5.Standard Workweek
 - 2.6.Time Reporting
 - 2.7.Overtime
 - 2.8.Breaks and Meal Periods
 - 2.9.References
3. **WORKPLACE CONDUCT**
 - 3.1.Equal Employment Opportunity Practice
 - 3.2.Preventing Harassment in the Workplace
 - 3.3.Sexual Harassment
 - 3.4.Procedure for Resolving Workplace Discrimination Complaints
 - 3.5.Drug-Free Workplace Policy
 - 3.6.Solicitation and Distribution
 - 3.7.Standards of Conduct
 - 3.8.Smoking
 - 3.9.Attendance
4. **SAFETY AND SECURITY**
 - 4.1.Information and Property Security
 - 4.2.Safety
5. **PAID TIME OFF AND LEAVE BENEFITS**
 - 5.1.Paid Time Off
 - 5.2.Unpaid Time Off
 - 5.3.NYS Paid Sick Leave
 - 5.4.Holidays
 - 5.5.Military Leave
 - 5.6.Volunteer Emergency Responders Leave
 - 5.7.Leave to Express Breast Milk
 - 5.8.Voting Time
 - 5.9.Witness Leave
 - 5.10.Jury Duty
 - 5.11.NYS Paid Family Leave
6. **BENEFITS**
 - 6.1.Workers' Compensation Insurance
 - 6.2.New York State Disability Benefits
 - 6.3.Unemployment Insurance
7. **Employee Receipt and Acceptance**

1. About the Handbook

This employee handbook provides information about Braun Cleaning Services (also referred to as “the Company”) policies, procedures and benefits. It is an introduction to the Company, what you can expect from us and what we expect from you.

We believe that our employees are key to our long-term success and understand the importance of a positive working environment. The policies in this handbook are intended to create a positive, productive and meaningful work environment, where teamwork is the norm and pride is evident. The Braun Cleaning Services policies also enhance our culture of compliance and ensure that our day-to-day actions and behaviors are consistent with the Company’s purpose and strategy.

This handbook also summarizes some of the benefits currently available to our employees. In the event of conflicts or differences between the wording of the benefit plans themselves, and the summaries of this handbook, the terms of the benefit plan will govern. Braun Cleaning Services and/or the benefit plan administrator have the sole discretion to determine eligibility for benefits and to interpret and administer these plans.

This handbook contains basic policies, procedures and benefits for your education. Braun Cleaning Services reserves the right to make revisions without notice, however, the Company will make every effort to notify you in advance if changes are to be made. No individual has the ability to make any agreements or promises that contradict the information contained in this handbook.

Braun Cleaning Services will strive to keep you informed and updated on new policies, benefits, organization information, and other important news through meetings and other types of communications.

Remember, if you have a question concerning any of the information contained in this handbook, please consult with a member of management.

The information contained in this handbook is not a contract and does not alter the at- will employment relationship. This handbook supersedes all prior handbooks and written or verbal guidance, except as provided herein. The Company reserves the right to add to, supplement, modify or abolish any personnel policies or handbooks without notice and in its sole discretion.

2. WORKING AT BRAUN CLEANING SERVICES Introduction to Your Job

2.1. Introduction to your job

Whether you are a new employee or an experienced member of the Braun Cleaning Services team, your performance on the job contributes to the successful functioning of our Company.

Braun Cleaning services is Western New York's premier provider of high level consulting, management and cleaning services. Our goal is to address the unique challenges and needs that face building owners, facility and property managers, Janitorial contractors and in-house janitorial managers. With more than 15 years of experience in this industry, high level certifications, and having operated as both the contractor and the facility/property manager, Braun Cleaning Services has an advanced and thorough understanding of the challenges you face every day and knows how to effectively address those challenges.

Our clients see, know and understand the value of "clean" and they expect and demand a healthy, clean work environment for both their employees and customers. While we specialize in medical office cleaning, we will take on clients from any industry assuming they expect and demand only the best. We are highly selective - if we are not a good fit we will respectfully decline you as a client and refer you to someone who can assist you. Our clients are in long term partnerships with us - not contracts, but partnerships - that rely on mutual respect, appreciation and growth. If your business is not successful neither is ours.

A positive, cooperative, self-motivated, courteous and professional attitude is an essential element of every position. While different positions have different areas of responsibility, we all need to work as a team, and we expect each employee to pitch in as necessary. Since ground rules vary depending on your job and assignment, ask your supervisor for the proper work rules to follow. If you are working in an environment where there is frequent contact with customers and guests from outside the business, the Company encourages you to maintain professional behavior and appearance.

2.2. Introductory period

Each employee is considered on probation for the first sixty (60) days of employment. During this time an employee may be discharged at any time for poor performance, unacceptable behavior or attendance, or for any other reason deemed appropriate by management, without following progressive discipline steps. During this period, if the employee's performance, behavior and attendance are up to our standards, the employee will be deemed to have successfully passed probation. We also reserve the option of extending this period if the employee has not performed up to our standards, yet we feel he/she still shows promise in reaching these standards.

Employees are not entitled to use PTO during the introductory period, but are accruing these benefits from the first day of employment.

2.3. Employment-at-Will

Employment with Braun Cleaning Services is on an at-will basis, meaning the employment relationship can be terminated at any time by the employee or the employer. An employee-at-will relationship means there is no specified length of time the employee or the employer expects the employment relationship to last.

2.4. Employment Eligibility

Braun Cleaning Services complies with the Immigration Reform and Control Act of 1986, as amended, and other federal laws that require employers to verify that all employees are authorized to work in the United States, regardless of citizenship. All new employees are required to complete an Employment Eligibility Verification form (Form I-9) and produce documents establishing identity and authorization to work at the time of hire.

2.5. Standard Workweek

The Company has established a workweek period that extends from Monday at 12:00 a.m. to Sunday at 11:59 p.m. Hours are accumulated weekly based on the week in which the shift starts.

Your supervisor will inform you of the hours for your standard work week and will notify you of any changes in the standard workweek. Your supervisor will also establish and inform you of the hours you will work each day. It is important for the normal conduct of business that you work as scheduled.

2.6. Time Reporting

Employees must complete accurate time reporting documents. This will ensure that you are paid for all of your time worked, including overtime if you are eligible. Each employee must log into TSheets to enter their hours each shift.

2.7. Overtime

Employees will be classified as hourly or salaried employees. Hourly employees are eligible for overtime pay in accordance with applicable law and are required to track all time worked each pay period, recording the hours worked each day during that period.

Overtime pay is calculated based on the Company's workweek beginning Monday at 12:00 a.m. and ending Sunday at 11:59 p.m. Positions eligible for overtime pay are paid one and one-half times the regular rate of pay for all hours worked in excess of

forty (40) in any workweek. All overtime work must be approved in advance by management.

2.8. Breaks and Meal Periods

Braun Cleaning Services provides an unpaid meal period to employees working more than six (6) hours in a day, of not less than a half hour, to coincide with a midday meal. Employees must take at least a half hour meal period each day they work more than six (6) hours. Employees are expected to manage their own time on the job and ensure that appropriate lunch periods are taken. Employees working six (6) hours or less in a day will be eligible for rest breaks as may be permitted by their schedule and work responsibilities.

2.9. References

Braun Cleaning Services will respond to all reference requests for former employees by providing only dates of employment and positions held.

3. WORKPLACE CONDUCT

3.1. Equal Employment Opportunity Practice

Braun Cleaning Services is an equal employment opportunity employer. The Company prohibits discrimination based on race, color, religion, creed, sex, sexual orientation, gender identity or expression, age, national origin or ancestry, citizenship, disability, military or veteran status, marital status, familial status, domestic violence victim status, predisposing genetic characteristics/genetic information, as well as any other trait protected by applicable federal, state, or local laws.

The Company adamantly opposes and will not tolerate unlawful discrimination in any employment practices, including, but not limited to, advertising, recruitment, promotion, demotion/transfer, compensation, training, and layoffs or separation from employment.

Braun Cleaning Services is committed to a diverse and inclusive workplace, where each person is valued for his or her unique experiences, abilities, and viewpoints. To assure equal employment opportunities to qualified individuals with disabilities, the Company will provide reasonable accommodations to such individuals where needed during the application/hiring process or to perform the essential functions of their positions, except where doing so would pose an undue hardship. If you believe that you need a reasonable accommodation during the application/hiring process or to perform the essential functions of your position, you must notify your manager or the hiring manager. The manager will work with you to identify potential reasonable accommodations that allow you to successfully perform the essential functions of

your position. The Company retains the right to select which accommodations, if any, will be granted.

3.2. Preventing Harassment in the Workplace

Braun Cleaning Services prohibits sexual harassment and harassment because of race, color, religion, creed, sexual orientation, gender identity or expression, age, national origin or ancestry, citizenship, disability, military or veteran status, marital status, familial status, domestic violence victim status, genetic characteristics/genetic information, or any other trait protected by applicable federal, state, or local law. Any such harassment will not be tolerated.

3.3. Sexual Harassment

Applicable state and federal laws define sexual harassment as unwanted sexual advances, requests for sexual favors, or other sex-based visual, verbal, or physical conduct when:

1. submission to the conduct is made either implicitly or explicitly a term or condition of employment;
2. submission to or rejection of the conduct is used as basis for employment decisions affecting the individual; or
3. the conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment.
4. This definition includes many forms of offensive behavior.

The following is a partial list of conduct that may constitute sexual harassment:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any employee's body or dress;
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;

- Physical conduct such as touching, assault, or impeding or blocking movements; and Retaliation for reporting harassment or threatening to report harassment.

Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment by a supervisor, or harassment by persons doing business with or for the Company.

Other Unlawful Harassment

Prohibited harassment on the basis of race, color, national origin, ancestry, religion, disability, marital status, age, sexual orientation, gender identity or expression, or any other protected basis, includes behavior similar to sexual harassment, such as:

Verbal conduct such as threats, epithets, derogatory comments, or slurs;
Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures; Physical conduct such as assault, unwanted touching, or blocking normal movement; and Retaliation for reporting harassment or threatening to report harassment.

As a Braun Cleaning Services employee, it is your duty to avoid engaging in conduct that inappropriately interferes with your colleagues' work performance or that creates an intimidating, hostile, or offensive work environment. It is also your duty to report to management any such conduct taking place in the workplace or at any worksite.

3.4. Procedure for Resolving Allegations of Workplace Discrimination

Any employee who believes that discrimination or harassment has occurred at Braun Cleaning Services, whether as a victim or an observer, or otherwise, including any work location, is obligated to promptly report this information to management for investigation. An employee is never required to report harassment or discrimination to someone they believe is engaging in harassment or discrimination. An employee may contact any member of management to report a complaint of harassment or discrimination.

The Company prohibits retaliation against anyone for utilizing, in good faith, the complaint procedure; for participating in an investigation of discrimination or harassment; or engaging in legally protected activities. To the extent possible, the confidentiality of discrimination complaints will be maintained.

If you believe you have been subjected to retaliation, you must notify your manager or a member of management. Any employee who retaliates against an individual under this policy will be subject to disciplinary action, up to and including separation of employment.

3.5. Drug-Free Workplace Policy

Braun Cleaning Services is a drug and alcohol-free workplace, which includes all work locations and client property. Braun Cleaning Services considers drug and alcohol use to be a serious matter that affects the safety of the employee, colleagues, customers and the general public. Braun Cleaning Services' drug and alcohol policy is intended to comply with all state laws governing drug testing and is designed to safeguard employee privacy rights to the fullest extent of the law. This policy is designed to inform employees of the rules, procedures, and consequences of violation.

Rules:

1. Employees will not report to work impaired by any substance, drug or alcohol, lawful or unlawful.
 - “Impaired” means under the influence of a substance such that the employees motor senses (i.e. sight, hearing, balance, reaction or reflex) or judgment either are or may be reasonably presumed to be affected.
 - “Work” means while the employee is on Braun Cleaning Services premises, or in or at a client work site or business.
 - Employees are presumed to be impaired by any drug or alcohol influence that meets or exceeds the legally prohibited limitations. Excess use of prescribed medication may also be considered improper and/or illegal impairment.
2. Employees must have a valid prescription for any prescription medication used while working for Braun Cleaning Services.
3. Employees will inform a supervisor prior to working under the influence of a prescribed or over the counter medication that may affect their ability to perform their job safely.
4. Employees will not possess, use, sell or solicit alcohol, illegal drugs or any controlled substance or prescription drug not medically authorized while on Braun Cleaning Services premises, in or on Braun Cleaning Services vehicles or equipment, at a client worksites or traffic control locations, or on Braun Cleaning Services business.

Testing:

1. All expenses relating to the drug or alcohol testing will be incurred by the Company.
2. Braun Cleaning Services will conduct drug and alcohol testing in conjunction with a licensed laboratory under the following circumstances:
 - Pre-employment. Occasional pre-employment drug and alcohol testing may be required based on the request of a client. Prospective employees will only be asked to submit to a test once a conditional offer of employment has been extended and conditionally accepted.
 - Reasonable suspicion. Braun Cleaning Services will conduct drug and alcohol tests upon reasonable suspicion of an employee's impairment based on specific observations of the employee's appearance, behavior, speech, smell, verbal admissions or other indicators of drug and alcohol use in violation of this policy.
 - Post-accident. If an accident occurs, Braun Cleaning Services may conduct a drug and alcohol test.
3. Positive result. If the employee receives notice that the employee's test results were confirmed positive, the employee will be given the opportunity to explain the positive result.
4. All testing results will remain confidential unless disclosure is necessary for use in an arbitration, administrative hearings, or court cases arising as a result of the employee's drug and alcohol tests or employment related actions taken as a result.

Consequences:

1. Refusal to take a drug or alcohol test is grounds for immediate termination.
2. Testing positive for drugs or alcohol is grounds for immediate termination.

3.6. Solicitation and Distribution

The Company prohibits unauthorized solicitation or distribution in the workplace in order to maintain performance standards and prohibit distraction or unwanted solicitation. Employees and management should be free to come to work without being solicited for goods or services in the workplace. As such, employees are not permitted to engage in solicitation or to distribute literature: during their work time or at any other time if such distribution or solicitation interferes with other employees' work activities.

The only exception is that the Company may authorize the solicitation of funds, goods, or services for charitable purposes. Any employee wishing to engage in solicitation or distribution in the workplace is asked to check with management in advance if there is any question as to whether the activities are permitted under this policy.

You should be aware that persons not employed by the Company may not, without prior authorization solicit, sell, or distribute merchandise, services, or literature in Company work areas for any purpose at any time.

3.7. Standards of Conduct

Braun Cleaning Services work rules and standards of conduct are important and taken seriously. All employees are expected to become familiar with and follow these rules and standards, faithfully in performing their work and conducting Braun Cleaning Services business. Any employee who deviates from these rules and standards will be subject to corrective action, including termination of employment.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment:

- Unsatisfactory performance or conduct
- Theft of company or client property or information
- Excessive tardiness, absenteeism or any absence without notice
- Unprofessional or inappropriate dress
- Insubordination or other disrespectful conduct
- Disruptive, threatening or violent activity in the workplace
- Sexual or other unlawful or unwelcome harassment
- Negligent or improper conduct leading to injury, or risk of injury, to any person or property
- Unauthorized opening of or tampering with locks, fire protection equipment, or other Braun Cleaning Services property, failure to protect the security of Braun Cleaning Services passwords, logins or other means of access to buildings, computers or property, including vehicles, unauthorized duplicating and using of

Braun Cleaning Services-issued keys or access cards, and entering into restricted or locked areas

- Using Braun Cleaning Services equipment for purposes other than business (e.g., playing games on computers or personal Internet usage)
- Unauthorized disclosure of Braun Cleaning Services or client confidential information
- Falsification of records, including time cards or other employment records.
- Violation of any policies or standards contained in this handbook, or otherwise issued by management.

If you become aware of anyone violating this policy, please report it to a member of management immediately.

3.8. Smoking

Smoking, including the use of e-cigarettes, is strictly prohibited in Braun Cleaning Services owned or leased buildings and vehicles, as well as in all client properties, including parking lots. This policy applies to all employees, clients, contractors and visitors. Employees are allowed to smoke outside of Company or client property on public property or designated smoking areas during employee break periods.

3.9. Attendance

It is the employee's responsibility to personally notify his/her supervisor as far in advance as possible, but no later than two hours before his/her scheduled starting time, if the employee is to be absent or more than 10 minutes late. A text message to a member of management is acceptable notice as long as a response has been received. If no response to the text message is received for 15 minutes or more, the employee is required to call to sure that the message was received.

Any employee who is "no call/no show" on a schedule day of work may be considered to have voluntarily quit their job even on the first offense. This includes walk off and or clock out from a job prior to supervisor's approval of an early release.

Overall, poor attendance and excessive tardiness are disruptive and affect the performance of the employee and the Company. When addressing an attendance issue, supervisors will take into consideration the frequency and number of absences as well as patterns of lateness, prior history and work performance.

4. SAFETY AND SECURITY

4.1. Information and Property Security

As a Braun Cleaning Services employee, you play a major role in ensuring that client locations and property are secure. Employees who are provided with a building access code, computer logins, cell phones, or access to any other company property or data must take measures to protect the confidentiality of data and logins.

As an employee of Braun Cleaning Services, you also have certain access to client location where you work. Access to your work location should be only for work purposes. Additionally, all Company or client property, whether physical property, real property and buildings, hardware, software or otherwise is protected and only used for business purposes unless otherwise stated in writing.

4.2. Safety

The safety of Braun Cleaning Services employees in the workplace is critical to the wellbeing of our team members and necessary to the success of the Company. Safe practices, including wearing and utilizing safety gear and equipment should be the norm every day. All employees are responsible for reviewing and understanding the Safety Data Sheets on the Braun Cleaning web site. If you become involved in an accident on the job, report it immediately to your supervisor and complete the accident report form provided by your supervisor. This report is the basis for correcting any safety hazards, complying with insurance requirements, and protecting employees from future injury. Should you have concerns about the safety of your work environment, discuss your concerns with your supervisor. Employees are required to follow all safety procedures and wear personal protective equipment appropriate for their job and assignment. Failure to follow safety procedures, utilize appropriate protective equipment or to report accidents may result in disciplinary action.

5. PAID TIME OFF AND LEAVE BENEFITS

5.1. Paid Time Off (PTO)

Braun Cleaning Services does not offer Paid Time Off as a company policy. An exception to this policy may be made in writing for a full time employee at the discretion of the owner(s).

5.2. Unpaid Time Off (UTO)

Unpaid time off (UTO) may be requested by all employees and is subject to approval by management. Any employee who takes unapproved time off from work may be deemed to have voluntarily resigned from their position with the Company.

5.3 New York State Paid Sick Leave (NYSPSL)

All employees will accrue paid sick leave from the start of employment or September 30, 2020, whichever is later, and may use their leave beginning January 1, 2021. Employees will accrue one hour of leave for every 30 hours worked. Employees may use up to 40 hours of accrued leave per year and may carry over their unused leave into a new year. Leave will be paid at the employee's regular rate of pay.

An employee may use their sick leave for the following reasons:

- For a mental or physical illness, injury, or health condition of the employee or their family member
- For the diagnosis, care, or treatment of a mental or physical illness, injury, or health condition of, or need for medical diagnosis of, or preventive care for, the employee or their family member
- For absences related to domestic violence, a family offense, a sexual offense, stalking, or human trafficking of the employee or their family member (unless the employee committed the offense)

Family members include an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, and the child or parent of an employee's spouse or domestic partner.

Employees may use their sick leave in increments of two hours or more. Employees should provide as much notice as practicable of their need for sick leave.

Employees will not be compensated for unused leave upon termination.

5.4. Holidays

Employees are not required to work on holidays, but may do so if they wish. If the client location is closed on a holiday, Braun Cleaning Services is considered to be closed with regard to work at that client location as well. Holiday schedules may be changed or implemented based on client needs. There is no holiday pay or premium pay whether a holiday is worked or not worked.

5.5. Military Leave

Employees who are inducted into or enlist in the Armed Forces of the United States or are called to duty as a member of a reserve unit may take an unpaid leave in accordance with applicable Federal and State law. The employee must provide advance notice of his or her need for a military leave and Braun Cleaning Services will request a copy of the employee's orders, which will be kept on record by Braun Cleaning Services.

The time an employee spends on military leave will be counted as continuous service for the purpose of determining eligibility and accrual for various benefit plans and policies. Employees may be entitled to the continuation of health care coverage while on approved Military leave. Employees taking military leave are entitled to the same benefits and protections as employees taking other types of approved unpaid leaves. Upon return from military leave, employees will be reinstated as required by law and benefits will be reinstated with no waiting periods. Employees may be required to reapply for employment within certain timeframes following their release from active duty.

5.6. Volunteer Emergency Responders Leave

Employees who also serve as volunteer emergency responders are eligible for leave during times when the Governor has declared a state of emergency. Such leaves will be granted only for as long as the employee is engaged in the actual performance of his or her duties as an emergency responder, unless such leave poses an undue hardship to the employer. Employees eligible for such leave include volunteer firefighters and volunteer ambulance service personnel who have given their employer prior written documentation regarding their volunteer status or whose duties as a volunteer firefighter or member of a volunteer ambulance service are related to the declared emergency. Any time lost from employment due to leave under this policy will be unpaid. The employee may be required to provide a notarized statement certifying the period of time that they were responding to an emergency.

5.7. Leave to Express Breast Milk

Reasonable break time is provided to mothers to express breast milk for their nursing child at least three (3) years after birth with additional time if requested. If an employee requires such breaks, please contact any member of management for more information, including options for a private location for such breaks.

5.8. Voting Time

Voting polls are normally open from 7:00 am to 9:00 pm on Election Day. Voting should be scheduled before or after work to avoid absences. If you need additional time to vote, up to two (2) hours without pay will be given to you at the beginning or end of the day. Such time will only be available to employees who do not have four (4) hours of time when the polls are open, either before or after their shift, to conduct voting. It is required that you provide your manager with documentation that you are unable to reach the polls before or after working hours. You must request the additional time from your manager prior to Election Day.

5.9. Witness Leave

Employees are given the necessary time without pay to attend or participate in a court proceeding in accordance with state law. Employees should notify their manager of the need to take witness leave as far in advance as is possible.

5.10. Jury Duty

If you are called to jury duty, you will receive the necessary time off to fulfill this civic obligation. You will be paid \$40 per day for the first three days of service. If you remain on jury duty after

the first three days, you will be compensated by the court system. You should request jury duty leave from your supervisor in advance and provide him or her with the necessary documentation. If you are excused from jury duty prior to your scheduled work shift, you are obligated to report to work and no jury duty pay will be issued for that day.

5.11. New York State Paid Family Leave

Beginning January 1, 2018, employees working in New York State may be entitled to a partially paid leave of absence under the New York Paid Family Leave (“PFL”) law when they need time off to care for a family member, bond with a child, or for certain qualifying exigencies relating to military service. Wage payments during periods of leave under this policy are paid from an insurance policy that is paid for by payroll deductions from employees. This policy provides basic information concerning PFL entitlements and obligations, as well as how to file a claim.

Eligibility Requirements

PFL is available to “eligible employees.” To be eligible, an employee must have a regular schedule of twenty (20) or more hours per week and been employed for at least twenty-six (26) consecutive weeks prior to the date PFL leave begins; OR a regular schedule of less than twenty (20) hours per week; and worked at least one hundred seventy-five (175) days prior to the date PFL leave begins.

Reasons for Leave

Leave may be taken for any of the following reasons:

1. To bond with the employee’s child during the first twelve (12) months after the child’s birth, adoption or foster care placement; and/or
2. To participate in providing care, including physical or psychological care, for the employee’s family member (child, spouse, domestic partner, parent, parent-in-law, grandchild, grandparent) with a serious health condition;
3. Because of a qualifying exigency arising out of the fact that the employee’s spouse, domestic partner, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States.

A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves: (a) inpatient care in a hospital, hospice or residential health care facility; or (b) continuing treatment or continuing supervision by a health care provider. Subject to certain conditions, the continuing treatment or continuing supervision requirement may be met by a period of incapacity of more than three (3) consecutive full days during which a family member is unable to work, attend school, perform regular daily activities or is otherwise incapacitated due to illness, injury, impairment or physical or mental conditions, and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (a) treatment two (2) or more times by a health care provider; or (b) treatment on at least one (1) occasion by a health care provider, which results in a regimen of continuing treatment under the supervision of the health care provider. The continuing treatment or continuing supervision requirement also may be met by any period during which a family member is unable to work, attend school, perform regular daily activities, or is otherwise incapacitated due to a chronic serious health condition or an illness, injury, impairment, or physical or mental condition for which treatment may not be effective. A chronic serious health condition is one which: (a) requires periodic visits for treatment by a health care provider; (b) continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) may cause episodic rather than a continuing period of incapacity. Examples of such episodic incapacity include but are not limited to asthma, diabetes, and epilepsy. Other conditions may meet the definition of continuing treatment.

“Qualifying exigencies” may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

Duration of Leave

PFL provides eligible employees up to eight (8) weeks (increases to ten (10) weeks on or after January 1, 2019 and up to twelve (12) weeks on or after January 1, 2021) paid leave within any fifty-two (52) consecutive week period.

The fifty-two (52) consecutive week period is determined retroactively with respect to each day for which PFL benefits are currently being claimed.

Pay During Leave

During approved periods of leave, as outlined above, employees are eligible to receive 50% of their weekly pay, up to a cap (which is 50% of the applicable New York State average weekly wage). The wage payments to employees on leave are paid from an insurance policy that is purchased by the employer with the use of employee payroll contributions.

The maximum weekly pay will be 50% of the employee’s average weekly wage or 50% of the state average weekly wage, whichever is less (this increases to 55% on or

after January 1, 2019, 60% on or after January 1, 2020 and 67% on or after January 1, 2021).

An employee who is eligible for both statutory short-term disability income and PFL pay during the same period of fifty-two (52) consecutive calendar weeks may not receive more than twenty-six (26) total weeks of disability and PFL benefits during that period of time. Short-term disability benefits and PFL benefits may not be used concurrently.

Use of Leave

Eligible employees may take leave in weekly or full day increments. Leave taken for less than a full week at a time is referred to as intermittent leave. An employee may only take intermittent leave to care for a family member with a serious health condition where it is shown to be medically necessary. Employees must make reasonable efforts to schedule intermittent leave so as not to unduly disrupt the Employer's operations.

When PFL is taken in daily increments, the maximum number of days allowed is calculated based on the average number of days the employee works per week, times the total number of eligible weeks of leave available under the law in that year.

Limitations if Both Spouses Are Employees

If both spouses work for the same Employer and the leave requested is for the same family member, only one (1) spouse is permitted to take PFL to care for that family member at any given time.

Employee PFL Leave Obligations

1. Notice of the Need for Leave

Employees must timely notify the Employer of their need for PFL leave, as described below. Claim forms are available from your manager. The Insurance Carrier will make determinations of eligibility and pay.

a. Content of Employee Notice

Employees must provide sufficient information of the qualifying event and the anticipated timing and duration of the leave. Employees must either request PFL specifically, or explain the reasons for leave in order to determine that the leave is potentially PFL-qualifying. Employees must specifically identify the reasons for the leave requested.

b. Timing of Employee Notice

Employees must provide thirty (30) days' advance notice of the need to take PFL when the need is foreseeable. When thirty (30) days' notice is not practicable for reasons such as lack of knowledge of approximately when leave will be required

to begin, a change in circumstances, or a medical emergency, the employee must provide notice as soon as practicable and generally must comply with the Employer's normal call-in procedures. Employees who fail to give thirty (30) days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy PFL notice obligations, may have PFL delayed or denied for a period of up to thirty (30) days from the date notice is provided.

2. Request Paid Family Leave

Employees are required to submit a Request for Paid Family Leave to the Employer at least thirty (30) days in advance of their need for leave if it is practicable to do so, as stated above. Claim forms are available from your manager. The Employer will fill out the information on behalf of the Employer and return the form to the employee for the employee to submit to the Insurance Carrier with supporting documentation. It is the employee's responsibility to submit a timely and complete application for PFL to the Insurance Carrier.

Submit Documentation Supporting Need for PFL

In addition to submitting a Request for Paid Family Leave, employees are required to submit to the Insurance Carrier a Certification and/or Proof of Eligibility (as described below) that supports the specific type of PFL they are requesting. No PFL benefits shall be paid until the completed Request for Paid Family Leave, together with any necessary certification or proof of eligibility has been submitted. It is the employee's responsibility to provide the Carrier with complete and sufficient certification.

a. Certifications Supporting Leave to Care for Family Members

An employee requesting PFL because of a covered family member's serious health condition must supply a medical certification supporting the need for such leave from the health care provider of the covered family member.

b. Certifications Supporting Leave to Care for Qualifying Exigencies

An employee requesting PFL because of a qualifying exigency must to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status, and the dates of the military member's covered active duty service.

c. Proof of Eligibility for Leave Taken to Bond with a Child

d. Leave Requested by Birth Mother:

A birth mother requesting PFL to bond with a child must provide either

- (1) a birth certificate; or

- (2) if a birth certificate is unavailable, documentation of pregnancy or birth from a health care provider that includes the mother's name and the child's due date or birth date.

e. Leave Requested by Parent Other Than Birth Mother

A parent (other than a birth mother) requesting PFL to bond with a child must provide

- (1) a birth certificate;
- (2) If no birth certificate is available, a voluntary acknowledgment of paternity or court order of filiation;
- (3) If neither a birth certificate or voluntary acknowledgment is available, a copy of documentation of pregnancy or birth from a health care provider and a second document verifying the parent's relationship with the birth mother or child (i.e. marriage certificate, civil union documents, or domestic partner documents). If none of the above documents are available, a parent may submit other documentary evidence of parental relationship for evaluation on a case-by-case basis.

f. Leave Sought by Adoptive Parent

An adoptive parent requesting PFL to bond with a child must provide

- (1) a court document indicating that an adoption is in process or is being finalized; or
- (2) when leave is taken prior to completion of the adoption, a document evidencing that the adoption process is underway, including but not limited to, a signed statement from an attorney, adoption agency, or adoption-related social service provider that the employee is in the process of adopting a child. If the second parent is not named in the above document(s), the employee must provide both a copy of the document evidencing the adoption, and a second document verifying the relationship to the parent named in the document (i.e. marriage certificate, civil union documents, or domestic partnership documents).

g. Leave Sought by Foster Parent

A foster parent requesting PFL to bond with a child must provide a letter of placement issued by the county or city department of social services or local volunteer agency. If the employee is not named in the placement

document, an employee must submit both a copy of the document evidencing the placement, and a second document verifying the relationship to the parent named in the document (i.e. marriage certificate, civil union documents, or domestic partnership documents).

3. Report Concerning Intent to Return to Work

If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Employer with reasonable notice (i.e., within two (2) business days) of the employee's changed circumstances and new return-to-work date. If employees give unequivocal notice of their intent not to return to work, the Employer's obligations to maintain health benefits (subject to COBRA or other continuation of coverage requirements) and to restore their positions cease.

Leave Concurrent Other Leave Policies

If the Employer has other leave policies that may apply to the PFL leave, such leaves shall run concurrently with any PFL leave and the leaves may not be stacked.

The PFL does not affect any federal, state or local law prohibiting discrimination, or supersede any federal, state or local law which provides greater family leave rights. For additional information concerning leave entitlements and obligations that might arise when PFL is either not available or exhausted, please consult the other leave policies in this handbook or contact your manager.

Use of Paid Time Off

Employees are not permitted to use earned unused applicable paid time off during periods of PFL. Employees will not accrue any paid time off (or sick, vacation, etc. if the employer has designated time as such) while out on PFL. Employees will not be permitted to receive benefits and/or pay in excess of their full salary.

Benefits Protection

During any PFL taken pursuant to this policy, the Employer will maintain coverage under any existing group health insurance benefits plan as if the employee had continued to work. The employee must make arrangements with the Employer prior to taking leave to pay their portion of any applicable health insurance premiums each month. Whenever during PFL employees are receiving pay from the Employer, and not the Carrier, the employee portion of the group health plan premium will be deducted from the employee's paycheck in the same manner as if the employee was actively working.

The Employer's obligation to maintain health insurance coverage ceases if an employee's premium payment is more than thirty (30) days late. If an employee's payment is more than fifteen (15) days late, the employee will receive a letter notifying the employee that coverage will be dropped on a specified date unless payment is received before that date.

Restoration of Employment and Benefits

Under most circumstances an employee who exercises his or her right to PFL will, upon the expiration of that leave, be entitled to be restored to the position held by the employee when the leave commenced, or to a comparable position with comparable benefits, pay, and other terms and conditions of employment. The taking of leave covered by PFL will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. However, employees who fraudulently obtain PFL are not protected by the PFL's job restoration or maintenance of health benefits provisions and may be subject to disciplinary action up to and including termination of employment.

Waivers

An employee has the option to sign a waiver of PFL and therefore not be subject to deductions and will not be entitled to leave, but only when his or her regular employment is: (i) twenty (20) or more hours per week but the employee will not work twenty-six (26) consecutive weeks; or (ii) fewer than twenty (20) hours per week and the employee will not work one hundred seventy-five (175) days in a fifty-two (52) consecutive week period. If the employee's schedule/status changes so that he or she would be eligible for PFL, the waiver shall be automatically revoked

and deductions of premium from the employee's pay, including retroactive deductions to the date of hire, shall become effective within eight (8) weeks of the change of status.

Questions and/or Complaints about PFL

If you have questions regarding this PFL policy, please contact your manager. The Employer is committed to complying with the PFL and, whenever necessary, shall interpret and apply this policy in a manner consistent with the PFL. The Employer will not interfere, restrain or deny the exercise of any rights provided by PFL. If an employee feels that his or her PFL rights have been violated, he or she should immediately report the matter to the Employer and/or the employee's direct manager.

The Company has purchased the required Paid Family Leave from ShelterPoint Insurance Company. Any employee may Contact ShelterPoint Insurance for Paid Family Leave questions. Claim forms may be obtained from the Arthur Braun.

Disputes

If your Paid Family Leave claim is denied, the insurance carrier will provide you with information about how to request arbitration. A neutral arbitrator will decide claim-related disputes.

6. BENEFITS

In addition to paid family leave, paid time off, and the other benefits identified above, the following benefits are available to all employees. Specific information regarding most benefits is available from management and during annual open enrollment for benefits.

6.1. Workers' Compensation Insurance

Workers' compensation is insurance that provides cash benefits if you are unable to work because of an injury or illness directly caused by your job. It also provides medical care for workers who are injured or become ill as a direct result of their job. The Company pays the full cost for this insurance. Employees who are injured on the job are required to promptly notify the employer, participate in any investigation and follow all other safety and health rules contained in this Handbook. Your manager will assist you in filing any necessary claims.

6.2. New York State Disability Benefits

The Company provides insurance coverage to replace a portion of your income when you are unable to work because of an illness or injury that was not caused by your job, and pays the full insurance cost. There is no waiting period if eligibility was established with a previous

employer. You are eligible to receive 50 percent of your average salary up to the maximum benefit established under the law (currently \$170 per week). You can receive benefits while you remain disabled, up to 26 weeks. Contact your manager to file a claim.

6.3. Unemployment Insurance

You are eligible to file a claim if you are involuntarily terminated from employment at Braun Cleaning Services for reasons that would qualify you for unemployment benefits. The first week of unemployment is an unpaid waiting period. The Company pays the full cost of this benefit. The weekly benefit amount paid to you is based on your wages and a Department of Labor (DOL) formula. Benefits end when you are no longer unemployed or after your eligible number of weeks have elapsed since the day

you began receiving benefit payments, whichever occurs first. Contact your local New York State DOL office if you want to file a claim.

7. EMPLOYEE RECEIPT AND ACCEPTANCE

I hereby acknowledge receipt of the Braun Cleaning Services Employee Handbook, including the attached Federal and State mandated workplace postings and insurance certificates.

I understand that it is my continuing responsibility to read and know its contents. I also understand and agree that the Employee Handbook is not an employment contract for any specific period of employment or for continuing or long-term employment. Therefore, I acknowledge and understand that I have the right to resign from my employment with Braun Cleaning Services at any time with or without notice and with or without cause, and that Braun Cleaning Services has the right to terminate my employment at any time with or without notice and with or without cause.

I have read, understand and agree to comply with the Braun Cleaning Services Employee Handbook.

Signature _____

Print Name _____

Date _____