CJ'S MODEL HOME MAINTENANCE, INC.

Employee Agreement for Model Home Cleaning

Date:

Employee Name:

This document hereby constitutes an agreement between the above-mentioned employee and CJ's Model Home Maintenance, Inc., (CJ's) employer to clean model homes per the attached scope-of-work.

CJ's Model Home Maintenance, Inc. will cooperate with requests for personnel information from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required. Disclosure of personnel information to outside sources will be limited to confirming dates of employment, position and salary, again, only when legally required and/or authorized by employee.

<u>I understand that I am to clean the models only on the days and times indicated by CJ's</u>. I understand that my cleaning days may not be altered in anyway. I further understand that changing my cleaning days without prior authorization from Office Management is grounds for immediate termination without any warning. I understand that requests from Sales Agents or Builder Employee's are **NOT** requests from CJ's and should be approved by <u>CJ's Office Management only</u>. I also understand that I will not be paid for cleaning on days/times not first approved by Office Management. I also understand that model cleaning must be begin between 6:00 pm and 6:30 pm, unless otherwise instructed.

I understand that holidays, are worked and that all requests for time off, even days, not falling on or near a holiday, should be requested **in advance**. Spring and Summer months, November and December are popular months, and most requests for time off, are generally **months in advance**. Asking for time off, is **NOT a guarantee** that approval for said time off will be approved. Just like other companies in California, we highly recommend that you request, and receive approval **BEFORE** you make definite plans, such as reserving flights, rooms or other various types of travel.

***I UNDERSTAND THAT FAILING TO SHOW UP FOR CLEANING WITHOUT NOTIFYING OFFICE MANAGEMENT, IS GROUNDS FOR IMMEDIATE TERMINATION! ***

I understand that I am paid by project pay. Project pay is calculated by the size of the project and an estimated time that it would normally take to clean the project to the standards by which CJ's expects. Project pay, when broken down, will not be below Minimum Wage. All projects differ, depending on various factors, including the employee's cleaning capabilities.

If CJ's finds that the housecleaning is not up to CJ's standard and/or the hours you are spending are below what we consider to be the minimum required, CJ's has the right to pay a cleaner based on the minimum wage hourly rate, for the number of hours actually spent. CJ's also reserves the right to collect time records from the alarm companies who can inform us of the time that was actually spent in the models. Reporting times in models, other than that actually worked, is considered falsifying records and considered breaking the law.

I also understand that there are <u>camera's and recording devices that WILL record video and audio, while I am at the project,</u> whether inside the models or outside on the street. I also understand that <u>these recordings will be used</u>, when reviewing <u>timecards to ensure accuracy</u>.

I understand CJ's accepts only written timecards, via fax, email or text. I also understand that CJ's can and will terminate employee's who are 30 days or later with turning in their time card, either via email, text or mail, as this is blatant misconduct.

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Payroll periods are from the 1st of each month, to the 15th of each month. This pay period timecard, is due in our main office on the 16th. The pay date for this pay period is on the 25th, or before, by Direct Deposit.

Payroll periods are from the 16th of each month, to the last day of each month. This pay period timecard, is due in our main office on the 1st of the following month. The pay date for this pay period is on the 10th, or before, by Direct Deposit.

Timecards must be fully filled out, including start times, rest/break periods, lunch times, stop times, etc. As stated on your timecards, if you work at least 3 hours, you are required to take a 10 minute rest break, and record this on your timesheet.

Once you work 5 hours, you must take a 30 minute lunch or break period, and this must be recorded on your timesheet.

If you work more than 6 hours, you must take another 10 minute rest break, and record it on your timesheet.

You MUST take your breaks and rest periods. If you feel that you are being pressured not to take your breaks or rest periods, contact the main office immediately. **EVERYONE MUST TAKE THEIR REST AND MEAL BREAKS!**

I understand that while cleaning, that I am not to use any of the builder's equipment which includes fax machines, copy machines, phones, etc. I also understand that cleaning equipment and supplies provided to me by CJ's is for use only in the models and not for personal use. I also understand that cleaning equipment and supplies are not to be taken home and that all equipment and supplies are to be left at the projects unless it is specifically requested by management that I take equipment/supplies home with me. I understand that I am NOT authorized to use any other cleaning supplies or detergents.

When supplies are needed, you should be emailing the Main Office only, to let them know what you are low on. This should not go to a lead, as they do not schedule delivery of supplies. All supply needs, must come through our main office. This request should be in advance of running out, as we generally make deliveries every 3 to 6 six weeks.

<u>I understand that I am not to bring anyone with me during cleaning, including Spouses, Children, etc.</u> If an extra person is needed, I understand they must first be approved by <u>Office Management</u> prior to entering my project. I also understand that no one may stand on the builder's property while I am cleaning (children in yards, etc.).

You will be given keys to get into your project, as they are kept locked after hours. These keys should be inside your onsite lock box, unless you have written permission to keep them with you, by CJ's Main Office Management.

I also understand that the use of any substance, that impairs my ability to work, is prohibited during hours of employment. I am willing to submit to drug/alcohol testing to detect the use of impairing substances, including alcohol, at any time prior to and during employment. *In the event that I am injured while working and need to seek medical treatment, I agree to submit to a drug test.*

In addition, I understand and agree that if I am employed, my employment is <u>"at-will"</u>, which means it is for no definite or determinable period and may be terminated at any time, with or without prior notice, at the option of either the Operations Manager or the Company Owner, and that no promises or representations contrary to the foregoing were made or are binding on the Company unless made in writing and signed by the Operations Manager and the Company's President or the designated representative of the President.

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My driving record may be checked with the Department of Motor Vehicles, of any state or any other appropriate authority, by CJ's Model Home Maintenance, Inc.

IF AN INJURY OCCURS

I HEREBY AGREE THAT IF I AM INJURED, I AM TO CONTACT THE MAIN OFFICE, AT 925-485-3280 AND THEY WILL ADVISE ME AS TO WHERE TO OBTAIN TREATMENT. I UNDERSTAND THAT CJ'S HAS AUTHORIZED URGENT CARE CENTERS THAT WILL PROVIDE TREATMENT AND THAT I AM NOT TO GO TO ANY CENTER UNLESS FIRST APPROVED BY CJ'S MAIN OFFICE PERSONNEL. THESE FACILITIES ARE IN MY OSHA BINDER IN MY STORAGE SHED. <u>IN THEN EVENT OF AN EMERGENCY, SEEK IMMEDIATE ATTENTION!</u>

I hereby acknowledge that I have received a copy of this agreement and the scope of work and understand its contents. I understand that failure to comply with the above stated rules is cause for discipline up to and including termination without prior warning.

I also acknowledge that I have read and received all the mandatory forms for employment, as governed by the State of California, including Meal and rest periods, Sexual Harassment Prevention, CHPP, CPSL, CFRA and other required documents required by the Department of Fair Employment. These sheets are also in the Safety Binder.

Employee Signature:	Date:
Supervisor Signature:	Date:

Original to office, copy to cleaner