



Employee Handbook

1214 East Denman Ave., Lufkin, TX 75901

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This employee handbook does not constitute a contract for employment between Leal Landscaping & Sprinklers (henceforth known as "the Company") and its employees. Employees of the Company are considered "at-will", and therefore, either the employee or the Company may terminate the employment relationship at any time with or without cause or notice. No person other than the Owner or by designee approved by Owner has authority to enter into any agreement for employment for any specified period of time and any such agreement must be in writing. The Company reserves the right to modify the provisions of this handbook at any time.

EMPLOYEE RELATIONS

EQUAL OPPORTUNITY EMPLOYER

It is a fundamental policy of the Company not to discriminate on the basis of race, color, religion, sex, national origin, age, handicap or disability, with respect to recruitment, hiring, training, promotion and other terms and conditions of employment

It is the policy of the Company to base decisions on employment solely upon an individual's qualifications relating to the requirements of the position for which the individual is being considered; recruit, hire, and promote the best qualified persons for all jobs without regard to race, color, religion, sex, sexual orientation, marital status, national origin, age, handicap or disability and ensure that all personnel actions such as compensation, benefits, transfers, layoffs, Company-sponsored training, promotions, terminations and disciplinary actions are applied equally.

DURATION OF EMPLOYMENT

The Company does not require employees to commit to employment for any specific duration, and the Company does not commit to employees that their employment will last for any specific duration. Consequently, all employment by the Company is considered at will. This means that the Company may terminate your employment at any time for any lawful reason and likewise you are free to resign your employment at any time. Only the Owner can modify this relationship and, even then, only in writing. The Company requests that all employees give a two-week notice of resignation.

New employees are put on probation the first 30 calendar days (beginning from the hire date). This is a "trial period" during which the employee is being evaluated as a suitable fit to the position and the company. The new employee will be given consistent feedback and coaching to have the chance to learn their new job and improve during the probationary period. At the end of the probation period (or possibly sooner), the supervisor will determine if the employee should be retained in the organization. This decision will be made by appraising the following criteria:

- The skills, competencies and knowledge of the employee on the job
- The employee's progress on given assignments
- Their reliability, trustworthiness and other relevant personality characteristics of the employee
- The employee's relations and collaboration with subordinates, supervisors and peers

The abovementioned criteria will be assessed with quantitative measures if applicable. Their progress will be documented whenever possible, and the decision to retain them will be at the supervisor's discretion.

HARASSMENT POLICY

It is the policy of the Company to prohibit any form of sexual harassment. Improper interference with the ability of employees to perform their expected job duties will not be tolerated and should be reported to the appropriate supervisory personnel at the Client site location as well as to the Company Recruiter and its Human Resource Manager.

Under federal law and regulations, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute unlawful sexual harassment when either: (1) submission to such conduct is or becomes a term or condition of an individual's employment or is used as a basis for employment decisions relating in any way to that individual; (2) such conduct substantially interferes with an individual's work performance; or (3) such conduct creates an intimidating, hostile, or offensive working environment.

Other forms of unlawful harassment are also prohibited by this policy. Such harassment may include harassment based upon a person's race, national origin, religion, age or disability. Such forms of harassment may be reported pursuant to this policy.

Any employee found to have engaged in such conduct, or who condones such action on the part of subordinates, will be subject to appropriate disciplinary action up to and including termination of employment. An employee may also be subject to individual liability and penalties as a harasser.

COMPLAINT PROCEDURE

If you experience any job-related harassment or have a related complaint, you should promptly report the matter to the Supervisor at the client site location as well as the HR Manager and Recruiter at the Company. The Company will undertake an investigation ensuring confidentiality to the greatest possible extent.

The Company expressly prohibits any form of retaliatory action against any employee availing themselves of the benefits of this procedure. Retaliation is a violation of this policy and may result in discipline, up to and including termination. No employee will be discriminated against, or discharged, because of a good faith bringing or assisting in the investigation of sexual or other unlawful harassment.

OPEN DOOR POLICY

Misunderstandings or conflicts can arise in any organization. If you have a question or a complaint or are bothered by a job-related situation, you should first speak with your immediate supervisor or manager at client site location and the recruiter at the Company. This is usually the best way to seek resolution of problems and is a matter of professional courtesy. If, however,

the issue is not resolved, you are encouraged to bring your concern to the Human Resource Manager at the Company immediately.

Should your concern not be satisfactorily addressed or be one that you would rather not discuss with your immediate supervisor at your client site, you should contact the HR Manager/Recruiter at the Company. They will advise and counsel you on a wide range of issues, as well as clarify and answer questions regarding Human Resources policies, and are responsible for investigating all grievances brought to the Company's attention.

PERSONNEL FILE ACCESS AND CONFIDENTIALITY

The Company recognizes and respects the information contained in employee records. Certain information about you as a member of the organization is essential for the Human Resources department and departments that affect payroll. Your family status, home address and telephone number must be correct and current. Be sure to tell the Human Resources department at the Company whenever this information changes.

In response to valid requests to verify employment, for business references, or for credit purposes, the company will release employment status, i.e., active or terminated, job title, and dates of employment. Additional information regarding employment will be released upon written authorization from the employee. Additional information may also be released pursuant to subpoena or other legal obligation.

You may, in the course of your work, have access to information about the Company, other employees or customers, which is confidential. This information is not to be revealed to anyone other than in the normal course of conducting your duties and responsibilities. Disclosure of such information is prohibited and could result in disciplinary action, up to and including termination of employment.

WORKWEEKS/SHIFTS

Workweeks are widely different and are determined by job assignment, customer contracts and the needs of the Company.

Hours

1. Employees are clocked in from the time they begin work at office location until completion of the last job of the day. Drivers are paid until they arrive back at the office. Time is added to all employees that unload truck and/or trailer upon return to office.
2. Days/hours vary. You should confirm next work day start time at the end of the current day or by texting Mando at (936) 366-4129 BEFORE 8:00 pm that evening. The given start time is the DRIVE OFF time so employees are expected show up 10 minutes before to help load up.

3. Rain does not necessarily mean you will not be working. Always check in with supervisor.

PAY

Pay periods are weekly with no arrears.

Paychecks

1. Paychecks are scheduled for issue on **Mondays**.
2. EMPLOYEES that work their scheduled hours on Friday may receive their paycheck after 4:00 pm Friday afternoon. Exceptions to this rule must be pre-approved.
3. Checks will only be issued to employee or person(s) listed in employee file, with proper ID.
4. Final checks will be issued on Monday to employee only due to exit paperwork requiring a signature and after all uniform items are returned or purchased.
 - After 7 days from last day worked, missing uniform items can only be purchased, not returned. No refunds will be given for purchased uniform items. See "Image/Dress Code" section for more information.

Deductions

The only deductions from your paycheck are those required by law or authorized in writing by you. Your check stub identifies each deduction and should be kept as a permanent record.

CODE OF CONDUCT

As an employee, it is important for you to know what personal conduct is expected of you while on the job. In most instances, your own good judgment will tell you what the right thing to do is.

In addition to complying with Company policies and job specific requirements, you are also expected to obey the rules and regulations of the Company job sites. If your performance does not meet position requirements, you may be subject to disciplinary action, up to and including immediate termination, with or without notice, and with or without cause at any time.

The following are examples of conduct prohibited by Company policy:

The following examples are not intended to constitute a complete and exhaustive list of prohibited conduct. In addition, the Company reserves the right to change the examples listed below at any time with or without notice. While discipline for standard violations will follow a progressive disciplinary procedure, the Company reserves the right to implement discipline in accordance with the grievousness of the violation. Violations of these or any other Company policies may subject you to disciplinary action, up to and including immediate termination:

1. Theft, fraud, embezzlement or other proven acts of dishonesty.
2. Any harassment of another co-worker (verbal, physical, or visual), including sexual harassment such as offensive gestures, unwelcome advances, jokes, touching, or comments of a sexual nature made to or about another employee, vendor or customer.
3. Obtaining employment or promotion on the basis of false or misleading information.
4. Soliciting or accepting gifts (money, services or merchandise) in connection with Company business.
5. 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.
6. Assisting anyone, whom you know or suspect to be involved in, or committing any crime or engaging in any conduct which rises to the level of a crime.
7. Falsifying Company documents or records, including misuse of timekeeping records, or falsely inputting payment data.
8. Insubordination, meaning refusing to follow legitimate instructions of a superior directly related to performance of one's job.
9. Disrupting the work environment.

10. Excessive absenteeism or unacceptable patterns of absenteeism.
11. Repeatedly failing to use a Time Sheet as directed.
12. Job abandonment, meaning the failure to report to work without properly notifying one's immediate supervisor, or leaving a job assignment prior to completion of your responsibilities.
13. Conduct that is likely to cause another employee, customer or vendor of the Company embarrassment, loss of dignity, feelings of intimidation, or loss of opportunity, including all forms of discrimination and harassment.
14. Unauthorized use of Company or customer supplies, information, equipment, funds, or computer codes/passwords.
15. Knowingly mishandling a customer's or potential customer's account. This includes improper discriminatory practices.
16. Refusing to repay documented overpayment of any compensation.
17. Possessing firearms or weapons while on premises or carrying them while on Company/Client business; or threatening the personal safety of fellow employees, customers, or vendors.
 - LTC holders excluded but MUST adhere to LTC rules and regulations.
18. Committing any act, on or off the Company's premises, which threatens or is potentially threatening to the reputation of the Company or any of its employees, customers, or vendors. (Punitive damages will be sought.)
19. Repeatedly working overtime without the approval of a supervisor or manager.
20. Repeatedly failing to meet job responsibilities, job budget or quality requirements.
21. Smoke breaks.
 - Smoking SHALL NOT interfere with job assignments. There are no scheduled smoke breaks. Employees are allowed to smoke while working.
 - Cigarette butts should be discarded properly.
 - Absolutely no smoking in company vehicles.

CONFLICTS OF INTEREST

To avoid any possible conflicts of interest, it is your responsibility to immediately report any offers of gifts, loans, misuse of Company/Client funds, kickbacks, rebates, or refunds that come to your knowledge through your position as an employee of the Company. Furthermore, employees are required to refer potential customers to contact the office for an appointment.

USE OF COMPANY OR CUSTOMER PROPERTY

Employees are not to use Company or customer supplies, information, equipment or funds unless authorized to do so; a customer's property must never leave the premises.

RELATIONSHIPS WITH OUR CUSTOMERS

It is important to realize that we compete with our competitors. Competitors frequently call on our customers asking for their business. A customer will only change services when their impression of our service becomes less positive than their impression of a competitor. Impressions are constantly changed and formed by every contact the customer has with our service. Every time our customer hears or sees anything having to do with the Company, it strengthens or changes their perception of our Company.

When our customers give us their business, they have great expectations and a very positive impression of our service. It is up to each employee to fulfill these expectations and build a lasting impression. We must consider the quality and professionalism in every aspect of what we do and say. Our reputation is your future.

Internal problems should be discussed with management, not the customer. At one time or another we all become frustrated as a result of our own internal problems. These problems may result from a period of high turnover, administrative backlog, or simply because of human error. However, when we communicate these inefficiencies to our customers, we only lose our credibility.

RELATIONSHIPS WITH OTHER EMPLOYEES

The Company seeks to foster and maintain a productive and healthy working environment. This can only be accomplished through the cooperation of our employees. Employees should treat each other with mutual respect. Our policy and Company philosophy is simply to treat others in the manner you would want to be treated. If you or any other employee is treated with disrespect, it should be reported to your supervisor as well as the HR Manager/Recruiter of the Company.

RELATIONSHIPS WITH OUR COMPETITORS

The Company requires every employee to adhere to the highest standard of ethical business conduct. Our most valuable asset is our good name.

In order to compete effectively and fairly in the marketplace with our many competitors, the Company must remain alert to changes in services and products offered to the public by our competitors. Employees may not, however, seek to gain this information improperly. For example, it is prohibited to hire an employee of a competitor to gain access to that competitor's trade secrets or proprietary information. **Similarly, an employee or former employee is prohibited from providing such confidential information to our competitors or use this information for personal use.**

Both federal and state law prohibits conspiracies or agreements that unreasonably restrain trade. Formal or informal understandings or agreements between competitors concerning the pricing of services or limitations on the output of services are unlawful and may not be discussed by an employee with any competitor.

SAFETY & SECURITY

It is important to follow all safety and security measures prescribed by the Company.

1. You are required to immediately notify the Company management as well your immediate supervisor at the client site of any injuries that occur on the job or on customer property.
 - Employee will be instructed to go to Urgent Doc if deemed necessary (or ER depending on seriousness of injury).
 - A drug test will be required. If test results are positive, employee will be liable for ALL medical charges incurred.
2. You should be aware of all emergency exits and the location of any emergency equipment in your office and who will be in charge in case of a fire or other disaster.

VISITORS

No visitors (children, parents, spouse, significant others or friends) are allowed in the work place unless in emergency or as approved by supervisor/reporting manager. Our insurance does not cover unauthorized people and the presence of a visitor reflects negatively on the productivity and professionalism of our employees.

INSPECTION OF COMPANY FACILITIES

In order to safeguard the workplace and the employees, and to assure efficiency and maximize productivity, the Company reserves the right, in its sole discretion and without notice to employees, to inspect, monitor or otherwise enter or search any office, desk, file, locker, closet or any other enclosed or open area in Company facilities and Company job sites (where permitted to do so) and to monitor or inspect any items found within such locations.

PERSONAL PROPERTY

The Company accepts no responsibility for personal property that may be brought to or stored on Company facilities and/or at the client site, and such property may be inspected or monitored in the ordinary course of conducting business. Accordingly, you should not keep or maintain any personal property or information in Company facilities as well as at the client locations that you expect to be kept private and confidential. In this connection, it should be noted that all the Company offices, desks, paper files, electronic/computer files, closets, vehicles and so forth, are the property of the Company and the Company reserves the right to inspect any packages, parcels, handbags, briefcases, or any other possessions or articles carried to and from Company facilities and Company job sites (where permitted to do so).

WORK AREA

A neat and orderly work area makes for a more pleasant, productive, and safe place to work. You are expected to keep your surroundings clean and presentable in courtesy to fellow employees and customers who may personally visit job site/premises.

SOLICITATION AND DISTRIBUTION OF LITERATURE

In the interest of efficiency and security, the company's general policy is to restrict solicitations or distributions by employees to non-work areas during non-work time. Employees are prohibited from soliciting or distributing literature in work areas or during work time. Solicitation or distribution of literature of any kind by non-employees is not permitted on company premises at any time.

IMAGE/DRESS CODE

The properly groomed and attired employee helps to create a favorable image for the Company. Employees are expected to groom and dress in company issued uniform items. If an employee reports to work improperly dressed or groomed, your supervisor or manager, at his or her discretion, may instruct you to return home (unpaid) to change clothes or take other appropriate action.

General Apparel Policies

Employees are issued uniform items at no initial cost and are responsible for keeping company issued garments in the provided storage area at all times.

Replacement of Items

1. In the event of damaged or destroyed uniform items due to accident or normal wear and tear, items should be exchanged for the replacement items. Employees will not be charged for the cost of replacing the RETURNED uniform items. A "Uniform Replacement Request" should be completed.
2. In the event of lost/stolen or "no longer in possession" uniform items, the employee will be responsible for the cost of the replacement items.

Cash or check is required for replacement of the item. Payroll deduction may be arranged with written request.

Return of Items

Upon separation of employment from Leal Landscaping & Sprinklers, the following terms will be applied:

1. All uniform items issued are considered company owned property and must be returned by employee before receiving the final check or within 7 days of last day worked.
2. For uniform items that are not returned within 7 days, the cost of replacing these items will be withheld from final pay check. The employee will be responsible for any outstanding balance.
3. NO REFUNDS WILL BE ISSUED FOR "PURCHASED" UNIFORM ITEMS.

Cleaning of Uniform Items

1. Laundering of all uniform items will be maintained by a third party.
2. Employees shall launder uniform items that were not returned on designated third party "laundry day." If an employee ruins a uniform by laundering, see "Replacement of Items" section.
3. All clothing must be in good repair. If a Company shirt is in obvious disrepair, employee should fill out a "Uniform Replacement Request."

Miscellaneous

1. All shirts must be tucked inside of the employee's trousers or jeans.
 - The "tucked in" rule may be rescinded on an individual basis due to medical or physical reasons. Please see your direct supervisor to discuss this issue.
2. Employees are allowed one set of earrings only. All other visible body piercings must be removed while at work.
3. Shoes need to be water resistant; does not have to be steel-toed. Ankle-high water-resistant boots work best.
 - No flip flops or sandals.
4. While awaiting company issued uniforms, employees shall wear company issued t-shirt with appropriate pants/shorts.

TIMEKEEPING

In order to receive compensation for time worked on the normal Company payday schedule, supervisors shall track hours for employees of the Company.

1. In the event of a missed clock in or out, a manual adjustment will be made to ensure the employee is paid appropriately.
2. Times for lunch breaks will be determined by the crew.

- Most employees bring a lunch; there are instances where you can stop and get lunch if it is on the way to/near the job site. Special trip will not be made.
 - All company paid meals will be deducted from the next pay check.
 - Lunch and break periods may not be accrued for overtime or personal time.
 - The scheduled workday may not be altered by not taking designated breaks and lunches unless pre-approved by a manager.
3. Excessive* misuse** of Timekeeping Method will result in disciplinary action.
- *"Excessive" is defined as three (3) or more incidents of misuse during a pay period.
 - ** "Misuse" is defined as not using Timekeeping Method as directed by the Employee Handbook or by the employee's manager or Client Site Supervisor.

Working Overtime

It is not our policy to require overtime, but occasionally this cannot be avoided. In such instances, an employee may be asked to work after their regularly scheduled shift.

Overtime is defined as hours worked in excess of 40 hours based on a Friday through Thursday week.

1. Overtime wage is one and one-half (1.5) times an employees' regular rate.
2. Employees are only allowed to work overtime if so requested, or approved by a supervisor.
3. W-9 subcontract employees are exempt from overtime.

Drive Time

1. Drive time is paid to all employees while en-route to the first site of an assignment.
2. Drive time is paid to all employee from one job related location/site to another during a normally scheduled shift.
3. Drive time is not paid to non-driving employees during the drive back from last site.
4. Drive time is not paid when an employee is driving from home to work.

ABSENCES

TIME-OFF BENEFITS

The Company currently does not offer Time-Off Benefits, i.e. paid sick days or paid vacation days.

LEAVES OF ABSENCE

Family and Medical Leave Act (FMLA) of 1993 – Basic Information

1. Requires the Company to grant eligible employees time off from work, up to 12 weeks within a 12-month period, for medical and family care purposes as defined by FMLA.

An eligible employee is one who has been employed by the Company at least 12 months and worked a minimum of 1250 hours of service during the 12 months prior to the leave of absence.

2. An FMLA absence may be taken for:
 - an employee's own serious health condition that renders the employee unable to perform his or her job
 - care of his or her parent, spouse or child with a serious health condition.
 - care of a newborn or newly-placed adopted or foster child.
3. Any absence of four (4) or more days for a reason covered under FMLA will normally be counted as FMLA Time, retroactive to the first day of the absence.
4. Where the need for FMLA leave is foreseeable, as for planned medical treatments, the Company should be notified thirty (30) days in advance or as soon as the employee knows that he or she will miss work. Failure to comply with any of the notice or medical certification requirements of this policy may result in delay or forfeiture of FMLA rights
5. **FMLA time off is unpaid.**
 - Employees may use all applicable time-off benefits available while on leave.
 - The use of benefit days does not extend the FMLA entitlement, but provides a way to turn some of the leave into paid time off if the employee has earned paid-time off available.
6. If a serious medical condition requires an employee to take FMLA Time intermittently or to work on a reduced schedule to care for him/herself, a parent, a spouse, or a child, such leave may be requested. A Medical Certification form is required stating the necessity for this type of absence. Should an intermittent leave or reduced work schedule become necessary, the Company may require you to transfer temporarily to

another job (with equivalent pay and benefits) that better accommodates this type of scheduling.

7. The Company, at its discretion, may require other medical opinions, as well as additional medical certifications during the absence.

Personal Leave of Absence

In special cases where it becomes necessary for an employee to take a leave of absence that is not covered by FMLA, the employee may request a personal leave of absence.

1. Request for personal leave does not mean automatic approval.
2. Personal leaves of absence must be approved by reporting supervisor at customer site where employee is employed and HR manager at the Company based on type of employment.
3. If the leave is granted, the employee will be required to use all applicable time-off benefits during the requested period of leave.

Workers Compensation Leave of Absence

Workers' Compensation Insurance protects you in the event of injury or illness resulting directly from work. When a claim is approved, this insurance generally covers most medical bills, provides a statutory benefit payment that varies by State, as well as a death benefit. Any benefit received from Workers' Compensation Insurance is used as an offset to any benefit payable from the Company.

1. You must notify your supervisor at the client site and the executive office immediately if you are injured on the job.
2. All workers' compensation leaves of absence that also qualify under the FMLA will count against the twelve (12) week FMLA entitlement. Additional leave may be permitted for employees injured at work.
3. W-9 subcontractors are exempt.

Requesting a Leave of Absence

All requests for a Leave of Absence should be personally submitted in writing to the office.

ABSENTEEISM

The Company places a high value on attendance. We expect and need employees to be at work on time on their scheduled workdays. Regular attendance and punctuality are important because they affect an employee's productivity and ability to meet goals, standards, and deadlines. Absent employees adversely affect Company morale since co-workers must absorb the absent employee's workload in addition to their own. Consequently, the level of service we provide to our customers is diminished. Our policy is to address and correct attendance patterns that are especially counterproductive and

disruptive, while tolerating normal patterns of absences caused by occasional illness, emergencies, etc.

Absence Notification Policy

Failure to comply with the following notification requirements may subject an employee to corrective action or termination.

1. If it becomes necessary for an employee to miss work, he/she is required to notify his/her supervisor at least two (2) hours prior to their scheduled starting time or as soon as possible.
 - When calling in, you must state why you are absent.
2. Where the need for absence is foreseeable, as for planned medical treatments, the Company should be notified thirty (30) days in advance or as soon as the employee knows that he or she will miss work.
3. "No Call No Shows" will be considered job abandonment and voluntary resignation.
4. Should an employee have an appointment that requires a partial day absence, employee shall make transportation arrangements in a manner that does not disrupt the other employees and/or current job assignment. All other employees are to ride in company trucks. No exceptions.

Attendance Policy

Employees who have suspicious patterns* of non-FMLA related absences and excessive** incidents of the following types of non-FMLA related absences may be subject to corrective action or termination.

1. Employee/Family Care (E/FC)
2. Hospital Employee Care (HEC)
3. Absent Without Benefit (AWB) - If an employee is absent on a scheduled working day without utilizing a Time-Off Benefit, they are considered "Absent Without Benefit" (AWB); AWB days/hours/minutes include tardiness and "no call no shows."

* Examples of a "Suspicious Pattern of Absenteeism" would be frequently using E/FC benefit on Mondays or Fridays, repeatedly failing to report absences prior to shift start time, or missing a day of work during the first week of employment.

** For Full Time employees, "Excessive" means monthly average⁺ of absent hours is equal to or greater than eight (8).

** For Part Time employees, "Excessive" means monthly average⁺ of absent hours is equal to or greater than the Total Weekly Hours Scheduled Divided by the Total Number of Weekdays Scheduled.

+ Monthly average is calculated by using 12 months, rolling backwards. If an employee has not yet been with the Company for a full year, a monthly average of absences will be calculated by dividing the total number of non-FMLA related E/FC HEC and AWB hours by the number of full months they have worked.