



EMPLOYEE HANDBOOK

2023

Szczechowicz Landscape Services, Inc.
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WELCOME TO SZCZECHOWICZ LANDSCAPE SERVICES, INC.

Dear Employee,

We are happy to welcome you to Szczechowicz Landscape Services, Inc. Thank you for joining our team of professionals. We want you to feel that your employment with the company will be a mutually beneficial and pleasant experience.

It is our belief that to effectively serve our customers and represent our core values, each employee must be aware of, and in agreement with, our philosophy, purposes and guidelines of our company.

At the heart of any successful business organization are its employees. We are proud to have you working with us and ask for your loyalty and dedication. This will allow us to maintain the high quality of professionalism owed to our customers and to each other. Please know that your individual talents will be acknowledged and appreciated and will add to the success of our organization.

I want to extend my personal best wishes for your success and happiness at the Company.

We are happy to welcome you to the Szczechowicz Landscape Services, Inc., Team!

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COMPANY HISTORY

Founded in 1975, Szczechowicz Landscape Service, Inc. stemmed from the dream of a 12- year- old who would ride his bicycle from his home in Salem, MA to the next town of Danvers, MA to mow lawns. Now a full-service organization, Szczechowicz Landscape Service, Inc., was developed around the firm's belief in exceptional customer service and quality work – the cornerstone of our Company's mission statement.

In 1975 Joe Szczechowicz began operating Szczechowicz Landscaping out of Lynn, MA performing landscape maintenance services mostly through the Salem, Marblehead and Swampscott area. In 1993 Joe Szczechowicz moved his family and landscaping business to a large property in Middleton MA. Where his landscape company really began to grow by becoming a full service landscape company that now performed all types of landscape projects as well as maintenance services.

In 2004, the Company moved from Middleton to a brand new facility in Rowley, MA, where it became now known as Szczechowicz Landscape Services, Inc. The addition of this new facility accommodates a trained professional staff and well-maintained equipment. This increased space provides storage for more landscape materials and products onsite, which ensures prompt service.

In business for over 40 years, Joe Szczechowicz, MCLP President, continues to build his company's reputation for producing a broad array of high quality landscapes and outstanding customer service. This goal is successfully supported by a qualified staff of landscape professionals and personnel.

OUR MISSION STATEMENT

To be a leader in the landscape industry and to exceed our customers' expectations with our quality work and exceptional service.

Szczechowicz Landscape Services, Inc. Core Values

- ***Integrity***
- ***Honesty***
- ***Teamwork***
- ***Dedication***
- ***Respect***
- ***Sense of Humor***

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PURPOSE OF EMPLOYEE HANDBOOK

This handbook has been prepared to inform employees of the policies and procedures of the Szczechowicz Landscape Services, Inc. (The Company) and to establish the company's expectations. It is not all-inclusive or intended to provide strict interpretations of our policies; rather, it offers an overview of the work environment. **This handbook is not a contract, expressed or implied, guaranteeing employment for any length of time, and is not intended to induce an employee to accept employment with the company.** The Company reserves the right to unilaterally revise, suspend, revoke, terminate or change any of its policies, in whole or in part, whether described within this handbook or elsewhere, in its sole discretion. If any discrepancy between this handbook and current company policy arises, it will conform to current company policy. Every effort will be made to keep you informed of the company's policies; however, we cannot guarantee that notice of these revisions will be provided. Please feel free to ask questions about any of the information within this handbook either to your Manager, Human Resources, or The Company's President.

FOR INTERNAL USE ONLY . NO EMPLOYMENT, TERM OF EMPLOYMENT, CONTINUED EMPLOYMENT OR ASPECT OF EMPLOYMENT IS ASSURED. ALL TERMS, BENEFITS AND POLICIES ARE SUBJECT TO UNILATERAL CHANGE BY COMPANY, FROM TIME TO TIME.

This handbook edition supersedes and replaces any and all personnel policies and manuals previously distributed, made available to employees.

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II GENERAL EMPLOYMENT POLICIES

A. Employment At-Will

Szczechowicz Landscape Services, Inc. (The Company) is an Employment At-Will employer. As such, you may cease your employment with us at any time and for any reason. The Company may also cease employment with you at any time and for any reason. This handbook is not a contract guaranteeing employment for any specific duration. No supervisor, manager or employee of The Company has the authority to enter into any agreement for employment other than At-Will. Only the President of The Company has the authority to make any such agreement which must be in writing and signed by both parties.

B. Equal Opportunity Employment

Szczechowicz Landscape Services, Inc. (The Company) is an equal employment opportunity (EEO) employer. This company does not unlawfully discriminate against employees or applicants for employment on the basis of an individual's race, color, religion, creed, sex, national origin, age, disability, marital status, sexual orientation, veteran or military status, genetic information, gender identity, disability or any other status protected by applicable law. This policy applies to all terms, conditions and privileges of employment, including recruitment, hiring, placement, compensation, promotion, discipline and termination.

In accordance with the American with Disabilities Act (ADA), whenever possible, The Company may offer or make reasonable accommodations for qualified individuals with disabilities to the extent required by law. However, the employer need not make an accommodation that imposes "undue hardship" on the employer. An undue hardship involves significant difficulty or expense to The Company. Whether a "hardship" is "undue" may depend on the employer's size, financial resources and the nature/structure of the operation.

The EEOC recently issued information and guidance on "Religious Clothing and Grooming" in the Workplace. Employers must reasonably accommodate a request for religious accommodation unless it would cause undue hardship to the nature/structure of the operation. In general, an accommodation is any change in the work environment or in the way things are customarily done that enables an individual to perform the work and adhere to their beliefs or practices. Accommodation is to eliminate the conflict between an employee's firmly held religious beliefs and practices and the employer's policies. Accordingly, the EEOC also acknowledges that an employer may be able to refuse a religious dress or grooming request based on workplace health, safety or security concerns. In Massachusetts, an employer may refuse to accommodate an employee's request to be absent from work due to a religious reason if the employer can show that such accommodation would be an undue hardship on the business. If the requested time-off is granted, the employer does not have to pay the employee for that day.

It is our policy to ensure that all employment-related policies, procedures, practices and activities are in full compliance with all applicable federal, state and local Equal Employment Opportunity regulations.

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C. Form I-9 Compliance

The Immigration Reform and Control Act of 1986 (IRCA) legally mandates that U.S. employers verify the employment eligibility status of newly hired employees. IRCA made it unlawful for employers to knowingly hire or continue to employ unauthorized workers. In response to the law the Immigration and Naturalization Service (INS), now an integrated component of the Department of Homeland Security (DHS) created Form I-9 and mandated its accurate and timely completion by all U.S. employers and their employees.

Form I-9 is a three-part document. The law requires that the employee complete Section 1 at the time of hire or when the employee begins work. Section 1 may also be completed at the application stage, as long as the practice does not discriminate. The employer must complete Section 2, within three business days of hire, and certify that the employee's documents of identity and work authorization appear to be genuine and belong to the employee. When it is necessary, Section 3 is completed by the employer to update or re-verify an employee's work authorization document(s).

D. Outside Employment/Moonlighting

Moonlighting, as defined for our purposes, occurs when an employee is doing any type of business, on the side, while employed by us. These acts are acceptable only in that they:

- Are not conducted, managed or administered during company time.
- Do not interfere with your employment with us.
- Do not compete with The Company in any way.
- Do not include the use of company equipment, materials, tools or expense.
- Do not solicit or engage any client or business of The Company.

Any client asking for unauthorized work to be done should be referred to The Company. Ownership or partnership in a company or enterprise that is directly competitive to us is not ethical or considered moonlighting. These actions may be subject to disciplinary action up to termination.

E. Customer Relations and Conflict of Interest

It is most important to contact your manager before proceeding if the client changes the scope of work or alters the job in any way. Please communicate this information in a courteous professional manner to assure any ill feelings with our clients.

Our clients see you as the face of The Company. Always treat them professionally and use professional language when interacting. No conversations should involve flirtations, confrontations, or suggestive language. Foul and rude language will not be tolerated, and proper language should be used at all times. If any form of Harassment and/or Sexual Harassment is exhibited towards a client and confirmed, the employee may be subject to discipline, up to and including, termination. Be prompt, courteous and helpful to each client.

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You are expected to exercise honesty, high ethical standards and good judgment in all business dealings. You must avoid any actions that might create a conflict of interest or even an appearance of such a conflict that might reflect unfavorably on The Company. The following, although not a complete list, are examples of activities that will create a conflict of interest and must be avoided:

- The ownership, directly or indirectly, by an employee or a substantial financial interest in any outside concern which:
 - Is a competitor of The Company
 - Conducts business or seeks to do business with The Company
 - Furnishes, or seeks to furnish, its services, supplies or materials
 - Is influenced by an employee who has the authority or ability to make any decisions or recommendations, or otherwise could have any influence.
- Performing competitive work on the side for our clients.
- Engaging in any activity which conflicts with the business interests of The Company.
- Accepting gifts, bonuses or anything of value (except small items offered as a normal business courtesy) from any recognized potential client or any consultant, supplier, contractor, competitor or customer of The Company.

These actions may be subject to disciplinary actions which could lead to demotion or termination.

F. Employment Classifications

All employees fall into one of the following *two, major categories*:

- **Non-exempt Employees** – Employees who, in compliance with the Federal Labor Standards Act (FLSA) and due to the nature of the work they do, are paid overtime at the rate of one and one-half times (1-1/2 X) their regular rate of pay for all hours worked over 40 hours in our workweek *not including holidays and paid time off*.
- **Exempt Employees** – Employees who, due to the nature of the work they do, are exempt from the overtime provisions of the Federal Labor Standards Act (FLSA). Executives, professional employees, outside sales representatives, certain computer programmers and employees in some administrative positions are typically exempt.

Also, for purposes of salary administration and eligibility for overtime payments and employment benefits, all company employees fall into one of *five company categories*:

- **Year Round Full-Time Employee:** A permanent full-time employee normally scheduled for 40 or more hours per week year-round.
- **Year Round Part-Time Employee:** A permanent part-time employee normally scheduled for less than 32 hours per week year round.
- **Seasonal Full Time Employee:** Employee who is employed for our high volume season, normally 40 hours or more per week, typically from March 15th through December 15th.

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- **Seasonal Part-Time Employee:** Employee who is employed for our high volume season, normally scheduled for less than 32 hours per week, typically from March 15th through December 15th.
- **Internship Program:** Seasonal Paid positions to be determined by each department which may include various schedules and hours throughout the seasons.

G. 90-Day Introductory Period

All new employees will be on a work introductory period for the first 90 consecutive days of employment. During this period, you may be subject to several performance evaluations with the intention of helping you adjust to our company and for you and The Company to determine whether we are a good fit. Employees may not use any leave time during this period. The Company may choose to change the hourly or salary pay based upon the employee's ability, skill and overall performance that has been demonstrated during this time. This pay rate may be increased or, in some rare cases, decreased. Guidance and assistance will be offered at the discretion of The Company. You and your Manager should work together to maintain, improve, and keep the flow of two-way communication open.

H. Personnel Records

Personnel records will be kept on all employees and are the property of The Company. Only job related information is kept in personnel files. It is important that all the information in your file is accurate and up to date. Please notify your manager of any change in your personal information such as; address, phone number, education, training, certifications etc. You will be requested to fill out a "Change of Status Form" and any other necessary paperwork. Please contact your manager when you need to make any changes. Also, if you would like to review your file, please make an appointment with Human Resources.

Upon reasonable notice to the Company, employees may review their personnel records at least two times per year upon written request to the Company, unless the employee is notified of an addition to the file including negative information. Upon notice of such negative information, the employee shall have additional rights to request and review their personnel records. Any additional reviews are at the discretion of the Company. Employees will be granted a copy of or access to their personnel records within five (5) days of making the written request. Employees may copy or receive a copy of their personnel record information. Removal or correction of any information in the file may be done only at the discretion of management. If no agreement is reached, employees may submit a written explanation to be included as part of the file.

I. Performance Reviews

Although an employee's work performance may be reviewed and discussed on a regular basis, the Company strives, but does not guarantee, to provide each employee with a formal performance evaluation at least once each year by your manager. You may request to sit down with your manager or the President for an informal review at **any time**. Performance reviews become a permanent part of an employee's personnel record, and will be given strong consideration relating to all employment matters including transfer, promotion, and/or increases.

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J. Hazardous Materials Communication (HAZCOM)

The purpose of our HAZCOM program is to inform employees of all the identified harmful chemical substances that exist in our workplace and vehicles. These sheets are known as “**Safety Data Sheets (SDS)**”. The SDS sheets are available upon request in the office, shop, and in each truck used by the Greener Solutions Company and Szczechowicz Landscape Services, Inc. The SDS sheets will tell you of the immediate and proper steps to take in the event of a dangerous chemical exposure.

All containers that store these chemicals must be marked with an appropriate label. All managers and employees are required to be familiar with these procedures and to be capable at all times to respond to a chemical exposure emergency. These chemicals are to be used only as intended and only by employees who are licensed, certified and with company authorization. No employee is allowed to give chemicals to anyone outside the company or to remove them from the worksite.

All accidents and incidents must be reported to The Company as soon as possible and/or if emergency aid is necessary.

K. Employment of Minors

In compliance to this policy, The Company does not hire minors for employment under the age of 16 due to the Massachusetts Laws regulating Minor’s work hours and occupational restrictions for the landscaping industry under compliance with these state regulations.

All minors under the age of 18 must complete an employment permit application and obtain the permit before starting a new job. For minors who are residents of the Commonwealth of Massachusetts, permits are issued by the superintendent of schools for the municipality in which the minor lives or attends school-either is acceptable. If the minor resides outside the Commonwealth, the permit is issued by the superintendent for the municipality where the minor's job will be located. A minor cannot be granted a permit unless the specific employer, work address, and job description have been provided.

The employer must keep the original permit on file at the place of employment as long as the minor is employed at that location or until the minor reaches the age of 18. If the minor's employment is terminated, voluntarily or otherwise, the employer must return the permit to the superintendent's office within two days of the termination. If and when the employer returns the permit, there is not a law that specifies any requirements for maintaining permits. Typically, most schools keep them on file until the minor turns 18. Permits are valid as long as the minor holds the job or until he or she reaches the age of 18. At that time, the minor no longer needs documentation, and the permit and copies may be destroyed. Minors who are no longer students are covered by the child labor laws in the same way that students of the same age are covered.

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Prohibited Jobs (Hazardous Orders)

Persons *under 18* may NOT:

- Drive a vehicle, forklift, or work assist vehicle (except golf carts in certain circumstances)
- Ride as a passenger on a forklift
- Work 30 feet or more above ground or water
- Use circular, chain, or band saws; guillotine shears; woodchippers; and abrasive cutting discs
- Use power-driven woodworking machines
- Use, service, drive, or work from hoisting machines
- Operate or load power-driven balers, compactors, or paper processing machines
- Use power-driven metal-forming, punching, or shearing machines
- Use buffing or polishing equipment
- Work in excavation, wrecking, demolition, or ship building
- Oil or clean hazardous machinery in motion

Legal Work Hours for Teens in Massachusetts Under the Age of 18

16 and 17 Year Olds Work Hours

- Only between 6 a.m. and 10 p.m. (on nights preceding a regularly scheduled school day)
- Only between 6 a.m. and 11:30 p.m. (on nights not preceding a regularly scheduled school day).

Maximum Hours of Work - Whether or Not School is in Session Under the Age of 18

- 48 hours a week
- 9 hours a day
- 6 days a week

Note: After 8:00 p.m., all minors must have the direct and immediate supervision of an adult supervisor who is located in the workplace and is reasonably accessible to the minor.

III WORKPLACE POLICIES

A. Employee Conduct

The Company expects its employees to adhere to a standard of professional conduct and integrity. This ensures that the work environment is safe, comfortable and productive for all. Employees should be respectful, courteous and mindful of others' feelings and needs. General cooperation between clients, co-workers, crew leaders and managers is expected. Individuals who act in an unprofessional manner may be subject to disciplinary action which could involve demotion and/or termination.

B. Non-Harassment/Non-Discrimination

The Company prohibits discrimination harassment and bullying. Each individual has the right to work in a professional atmosphere that promotes equal opportunity and is free from discriminatory practices, including without limitation, harassment and bullying. Violations of this policy will not be tolerated.

Harassment and bullying both involve behavior which harms, intimidates, threatens, victimizes, undermines, offends, degrades or humiliates.

Harassment is generally linked to Anti-discrimination Laws and thus will focus on gender, race, ethnic background, color, religion or belief, sexual orientation or disability. Harassment may be a single incident or a series of incidents.

Discriminatory harassment can take many forms. Harassing conduct includes, but is not restricted to:

- Offensive material that is displayed publicly
- Verbal abuse or comments that belittle people
- Unwelcome and hurtful jokes
- Direct or subtle threats
- Offensive gestures
- Ignoring, isolating, or segregating a person
- Staring or leering in a sexual way
- Unwanted physical contact of a sexual nature
- Aggressive physical behavior
- Repeated behavior which a person has previously objected to

Bullying is repeated inappropriate behavior, direct or indirect, and by one or more persons which undermines an individual's right to dignity. Workplace bullying is repeated, health harming mistreatment of one or more persons (the targets) by one or more perpetrators that takes one or more of the following forms:

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- Verbal abuse
- Offensive conduct/behaviors(including non-verbal) which are threatening or intimidating
- Work interference-sabotage-which prevents work from getting done.

Sexual Harassment

Sexual Harassment is a form of unlawful discrimination based on sex. In some circumstances, it may also violate other laws (for example, criminal assault). Any form of unlawful discrimination to which this policy applies is a very serious matter and will not be tolerated by The Company. Because there is often a great deal of confusion about sexual harassment, it is described below. Examples of sexual harassment include, but are not limited to:

- Unwelcome sexual advances or sexual flirtations
- Physical conduct of a sexual nature, including physical assault or sexual violence
- Unwelcome physical contact, including patting, pinching or unnecessary touching
- Request for sexual favors
- Verbal abuse of a sexual nature or written abuse of a sexual nature
- Written communications that contain any sexually degrading words, flagrant or suggestive sexual remarks, sexual jokes, and/or sexually oriented graphics
- Subtle pressure for sexual activity
- Sexually suggestive remarks, jokes, and gestures
- Graphic or sexist comments about an individual's body, manner, or sexual activities
- Sexually degrading words used to describe an individual, including sexual nicknames
- Unwanted staring or leering
- The display in the workplace of sexually suggestive objects, pictures, cartoons, jokes as well as racial inferences.
- Electronic communications (e-mail or text messages) of a sexual nature involving either members of the opposite or same sex members.

In Massachusetts, sexual harassment means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

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While it is not possible to list all circumstances that may constitute sexual harassment, the following are some examples of harassing conduct:

- Unwelcome sexual advances (as determined by the recipient) - whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Visual displays of men or women in various stages of undress or in provocative poses;
- Discussion of sexual activities or experiences
- Direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

REMEMBER!

- a man or a woman may be the harasser.
- the harassment may be between individuals of the same gender.
- the harasser does not necessarily have to be the victim's supervisor.
- the victim does not necessarily have to be the one to whom the remarks/conduct is directed but may be someone whose ability to work is adversely affected by an intimidating or hostile working environment created by the behavior between others.
- the harasser or the victim could be a member of the public who comes into contact with Company's employees.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

Sexual harassment as so defined will not be tolerated. Our employees are absolutely prohibited

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from engaging in it. Furthermore, our management and supervisory staff are instructed to use all reasonable means to become aware of whether employees are being subjected to sexual harassment and to take immediate action when sexual harassment has been charged.

This activity includes an immediate and fair investigation in order to prove the facts, after which a determination will be made to the cogency of the charges, innocence or guilt of the charged party and the appropriate action to be exacted, if any. Appropriate corrective measures will be taken against employees who cause, engage in, encourage, condone or otherwise permit unlawful sexual harassment. Such conduct may be grounds for dismissal from employment.

Sexual Harassment laws apply to all employees and includes your behavior towards clients and the general public.

Reporting Any Form of Harassment or Bullying

If you believe that you have been harassed and/or bullied or if you become aware of someone else being harassed in any form, it is your responsibility to ***IMMEDIATELY*** report that harassment to your manager, human resources, or the President.

Retaliation against an employee for reporting such incidents, or because a partner participated in an investigation, is prohibited and will not be tolerated. Any suspected retaliation also must be reported immediately. It is The Company's policy to investigate all complaints in a timely and impartial manner. The investigation will attempt to determine if any form of harassment or bullying has occurred, and if so, the appropriate remedies. All persons involved in an investigation are required to maintain strict confidentiality about the matter. To the fullest extent possible, the accused employee's rights will be protected during the course of any investigation.

Consequences

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment and may include such other forms of disciplinary action as the Company deems appropriate under the circumstances.

State and Federal Remedies

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

The United States Equal Employment
Opportunity Commission ("EEOC")
John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
(617) 565-3200

The Massachusetts Commission
Against Discrimination ("MCAD")
One Ashburton Place, Room 601
Boston, MA 02108
(617) 994-6000

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Massachusetts Pregnant Workers Fairness Act

The Massachusetts Pregnant Workers Fairness Act (“PWFA”) prohibits employment discrimination on the basis of pregnancy and pregnancy-related conditions, such as lactation or the need to express breast milk for a nursing child. Under the PWFA, the Company does not treat employees or job applicants less favorably than other employees based on pregnancy or pregnancy related conditions and has an obligation to accommodate pregnant workers.

Upon request from an employee for an accommodation, the Company shall communicate with the employee in order to determine a reasonable accommodation for the pregnancy or pregnancy-related condition. This is called an “interactive process.” A reasonable accommodation is a modification or adjustment that allows the employee or job applicant to perform the essential functions of the job while pregnant or experiencing a pregnancy-related condition, without undue hardship to the employer.

- The Company shall accommodate conditions related to pregnancy, including post-pregnancy conditions such as the need to express breast milk for a nursing child, unless doing so would pose an undue hardship on the Company.
- The Company shall not require or impose upon a pregnant employee to accept a particular accommodation, or to begin disability or parental leave if another reasonable accommodation would enable the employee to perform the essential functions of the job without undue hardship to the employer.
- The Company does not and shall not refuse to hire a pregnant job applicant or applicant with a pregnancy-related condition, because of the pregnancy or the pregnancy-related condition, if an applicant is capable of performing the essential functions of the position with a reasonable accommodation.
- The Company shall not deny an employment opportunity or take adverse action against an employee because of the employee’s request for or use of a reasonable accommodation for a pregnancy or pregnancy-related condition.
- The Company shall not require medical documentation about the need for a pregnancy-related accommodation if the accommodation requested is for: (i) more frequent restroom, food or water breaks; (ii) seating; (iii) limits on lifting no more than 20 pounds; and (iv) private, non-bathroom space for expressing breast milk. The Company reserves the right to request medical documentation for other accommodations.
- Employees have the right to be free from discrimination due to pregnancy or a condition related to pregnancy, including the right to reasonable accommodations for conditions related to pregnancy.

Employees who believe they have been discriminated against on the basis of pregnancy or a pregnancy-related condition, may file a formal complaint with the MCAD and/or Equal Employment Opportunity Commission as noted in the State and Federal remedies section above.

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C. Open Door Policy

The Company seeks to provide a work environment that encourages direct and open communication between employees and management. For this reason, The Company has adopted an open door policy. This means that every manager's door is open to every employee. The purpose of *our open door policy* is to encourage open communication, feedback, and discussion about any matter of importance to an employee. With the open door policy, we ask that all respect Managers occasional need for privacy.

D. Appearance and Dress Code

You represent our company to the public. A professional appearance and conduct is the image we must all represent. Please treat our customers with respect and exude a willingness to help.

All employees are required to present a neat and clean appearance on the job at all times. You are expected to be well groomed at all times and to maintain personal hygiene so as not to be offensive to other employees or our customers. It is your responsibility to launder and care for your uniforms regularly, unless rental uniforms are provided, in which case it is the employee's responsibility to return the rental uniform to Company for laundering.

The Company provides employees with an internal uniform stipend of \$250.00 per calendar year that is intended for approved uniform purchases only, as outlined on the Company Employee Uniform Stipend list, as may be amended from time to time. Stipends have no cash value and do not carry over to the next year. All uniform items, except work boots must be returned upon termination of employment for any reason, or upon request of the Company. Employees may be supplied uniforms through the Company's uniform rental program. These employees must return their rental uniforms at the end of the season and/or termination of employment for any reason, or upon request of the Company.

Employees are required to wear their uniforms every working day during all shifts. If you show up at work without your full uniform or if your uniform is altered or damaged in any way, you may be sent home. However, you will have the option of purchasing a replacement shirt in order to remain at work. All employees must wear a uniform shirt at all times. Also, you must provide your own safety shoes. No open toed shoes, sneakers, running shoes or sandals are to be worn on the job. For your safety, it is recommended that you wear protective steel-toed work boots on the job. When rental uniforms are provided they must be worn in their entirety during all shifts.

Administrative employees who work in the business office, who do not wear uniforms, are expected to adhere to Business Casual Dress. Inappropriate clothing may include tank or tube tops, spaghetti strap shirts, very short skirts or shorts, flip flops, sloppy or torn jeans and thin or revealing blouses or shirts, etc. Please consult with the human resources office if you have any questions.

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E. Electronic Communication, Social Media and Telecommuting

The Company provides many employees access to its computer equipment and the Internet. Employees are allowed use of the Internet and email only when necessary to serve our customers and conduct The Company's business. Personal use of social networking sites such as Face book, Twitter, MySpace and the personal use of email and the internet are prohibited while on work time. Unauthorized access to these sites may be monitored, searched or blocked at The Company's discretion. In addition, the policy prohibits the disclosure of confidential information regarding The Company, any of its customers or employees, as well as the use of company logos and trademarks without written consent from the President while at work or at home.

The computer system, its hardware, software and files are the property of The Company. This includes the electronic mail system and includes all messages composed, sent or received on this equipment and/or systems. The Company reserves the right to access and monitor all files and messages on its systems. ***You should assume neither privacy nor ownership of any information stored or processed in this equipment. Further, employees should have no expectation of privacy in the use of Company's business systems, including the use of e-mail, voice mail and Internet access***

The following standards regarding our computer equipment, software and e-mail are part of this policy:

- No part of these systems may be used to solicit any commercial ventures, religious or political causes, pornographic material or other non job-related solicitations.
- No offensive or disruptive messages are allowed. This includes derogatory messages that are sexual or racial or otherwise discriminatory in nature.
- No copyrighted materials, trade secrets or company proprietary financial information may be transmitted for any purposes without the explicit approval of the President.
- No employee may use a code, access a file, or retrieve stored information unless authorized to do so. All computer passwords must be provided to you by an authorized person in The Company and are the exclusive property of the Company. No password may be used or changed that is unknown to The Company.
- All messages sent by you must be transmitted with your name attached.

Use of the Internet must not disrupt operation of The Company, computer network and must not interfere with an employee's productivity. Employees are responsible for using the Internet in a manner that is ethical and lawful. You should not assume the confidentiality or privacy of any message. Even deleted or erased messages are still capable of being retrieved. Violation of these policies may result in disciplinary action, up to and including, termination of employment.

The Company considers telecommuting to be a viable alternative work arrangement in selective cases. This is a privilege or accommodation that may be granted by the President and may be invoked or revoked at any time, in the discretion of the Company. During inclement weather this potential work arrangement must be authorized with advance notice and be available to any employee deemed necessary by the President. It will be assumed that this arrangement occurs during regular scheduled work hours as determined by your manager or supervisor. It is the employee's responsibility to report via email to the manager or supervisor their work activities for that day.

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F. Use of Company Cellular Phones and Mobile Electronic Devices

Cell phones and cell phone USB cable/wall chargers are provided as necessary for work related communications. Employees are expected to use them to conduct their daily job activities. Cell phones and any mobile electronic devices provided by The Company are the property of Szczechowicz Landscape Services, Inc., and employees are required to keep them safe, clean and in working order. Please speak to your manager if you experience any problems with your cell phone.

Each team member who receives a cell phone must sign a "**Cell Phone Agreement**" which details the conditions for use of this phone. The Company phones are not to be used to conduct personal business but may be used in an emergency situation. Please advise your friends and family to refrain from calling or texting you on the Company cell phone, except in those cases. Any excessive personal use of company cell phones may be charged back to the user at The Company's discretion. Each employee is responsible for their assigned phone. It must be used by the employee **only**. Family members and friends are not allowed use of this phone. If the phone is lost or stolen, The Company will pay the first \$100.00 towards a replacement phone and the employee will pay the balance of the cost. This will be for the 1st offence **only**. Subsequent phones that need to be replaced will be the burden of the employee for the total cost. However, this cost will not be paid through payroll deductions and payment will be collected by The Company, as soon as possible. Company phone(s) charger(s), and related Company equipment must be returned in good working condition upon termination of employment or upon Company request.

Safety is a primary concern, therefore, cell phone usage while driving a company vehicle is forbidden. The Company prohibits the use of hand-held phones and any mobile electronic device while driving. A "mobile electronic device" is any hand-held or other portable electronic equipment capable of providing data communication between two or more persons, including, without limitation, a mobile telephone, a text messaging device, a paging device, a personal digital assistant, a laptop computer, electronic equipment that is capable of playing a video game or digital video disk, equipment on which digital photographs are taken or transmitted or any combination thereof, or equipment that is capable of visually receiving a television broadcast; provided, however, that mobile electronic device shall not include any audio equipment or any equipment installed, or affixed, either temporarily or permanently, in a motor vehicle for the purpose of providing navigation or emergency assistance to the operator of such motor vehicle or video entertainment to the passengers in the rear seats of such motor vehicle). Employees are responsible for complying with all applicable state, federal and local laws, rules and ordinances governing the use of cellular phones or related devices while driving.

Use of hand-held cellular phones means:

- Holding a cellular telephone in either hand to conduct a voice or text communication.
- Dialing or answering a cellular phone by pressing more than a single button.

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- Reaching for a cellular phone in an unacceptable and unsafe manner, such as reaching to the passenger seat or under the driver's seat.
- There is *one exception* to the hand-held cellular phone restriction. This exception allows a commercial motor vehicle driver to use their hand held cellular phone to communicate with law enforcement officials or other emergency services, if necessary.

Any violation by an employee would subject the employer to civil penalties and/or fines up to \$11,000. Additionally, a driver in violation of using a hand-held cellular phone while driving can subject that driver to civil penalties up to \$2,750 and result in that CDL driver being disqualified. Please know that a growing number of states, counties and municipalities are banning the use of cell phones on the road; and that you will be personally held liable for any and all damages, if you are in an accident involving prohibited cell phone use. The following laws are currently in effect in Massachusetts.

G. Distracted Driving

You can be distracted on the road by one of many activities other than texting. Distracted driving means that you are driving while not fully paying attention to the road. Many people think of distracted driving as driving while texting or talking on the phone; however, you can also be distracted by the following examples but not limited to:

- Reaching for your phone.
- Changing the music.
- Using an app.
- Checking your GPS or map.
- Taking a photo.
- Checking email or posting to social media sites.
- Eating and drinking.
- Putting on makeup/grooming.
- Reading and taking notes.

H. Use of Personal Cellular Phones

During work times, personal cell phones are not to be used except in a personal emergency situation and are never to be used for company business. Personal cell phone use is restricted to *before work, after work or during scheduled breaks*. You may keep your cell phone with you, but abusive use of personal cell phones may be subject to disciplinary action, up to and including termination.

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I. Use of Equipment and Tool Use

Typically, The Company does not lend or provide equipment, trucks, tools or use of their facilities for personal use, at any time. No employee may remove any equipment or property from The Company for personal use unless expressly authorized by the President, and proper documentation is received. Employees who are entrusted with a specific piece of equipment and/or tool are responsible to maintain it while it is in your care, on a daily basis.

- Return all equipment and tools in working condition.
- Take inventory and report any missing equipment or tools.
- Ensure all equipment and tools are inventoried from jobsite to jobsite.
- Watch for any signs of equipment or tool failure.
- If noticed, contact your supervisor/manager immediately and follow their instructions.
- Do not attempt any repairs unless you have prior approval from your manager.

If any tools or equipment items are lost or damaged due to malicious intent, carelessness or gross negligence, you may be held responsible. Each incident will be decided on a case-by-case basis at the discretion of The Company. This negligent conduct may lead to disciplinary action and/or termination.

J. Use of Company Vehicles

Drivers of commercial company vehicles that require a CDL license, must have a valid CDL driver's license in order to operate specific vehicles and a valid medical examiner's certificate as required by Massachusetts DOT. Employees residing in other state(s) must have the equivalent valid licensing enforced by their state. Drivers must maintain a valid driver's license and are required to be insurable by The Company's insurance carrier, as well as their own personal vehicle insurance. Both driver and passengers must have their seat belts in full use whenever a company vehicle is used. Any use of ear buds, headphones or other personal listening devices that will impede your hearing ability are not allowed to be used by any company vehicle driver.

Only employees of The Company are allowed to ride in company vehicles or trailers, whether in motion or parked.

Violation of this policy may result in disciplinary action, up to and including termination. It is your responsibility to notify The Company within 24 hrs. in the event that you receive a citation for a moving violation, driving under the influence, or any restriction or loss of your driving privileges. All drivers of company vehicles will be held responsible for all moving and parking violations in company vehicles.

On a daily basis, the Crew Leader is responsible for the cleanliness of the vehicle and/or trailer and, *at a minimum*, for:

- Completing the daily Truck/Equipment Checklist and submitting it to your manager

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every day.

- Any vehicle damage or mechanical problems must be reported to your manager, supervisor and/or President immediately at the end of the day.
- Keeping a daily maintenance and mileage record of assigned vehicle
- Checking all fluids, tire pressure, proper taillight operation connections, pintle hook-ups and safety chain hook-ups.
- In the event that equipment needs repair, Crew Leaders are responsible for following the “**Repair Area and Procedures**” posted in the garage.
- If you cannot locate either your manager or the fleet manager upon returning to the yard, please leave the truck/equipment record in the fleet manager’s mailbox.

K. Performance Improvement

It is our desire to help you be the best that you can be in your job. When and if there is a need to improve your performance or change behaviors, we hope to work with you to develop those improvements. Initially, you may come to your manager and request guidance or assistance in that improvement. This is certainly the preferred way to achieve improvement, by you pro-actively seeking to improve your abilities and skills.

However, in some cases, we may take the lead by addressing the desire for improvement or change.

L. Misconduct and Termination Policy

While not an exhaustive list, the Company considers the following misconduct behaviors subject to termination. Any intentionally offensive or intolerable acts such as poor working habits, poor personal appearance, repeated unexcused absences and tardiness, possession and consumption of non-prescription intoxicating drugs and/or alcoholic beverages during work hours, stealing, repeated abuse of equipment, graffiti on any property of The Company, excessive personal injuries, employee and/or customer conflicts, moonlighting on company time, harassment or sexual harassment and possession of any firearms or related objects on any employee, or in company vehicles, leaving a jobsite for any reason without authorization.

In some cases, leaving the job site without permission may be grounds for disciplinary action. Discipline will be based upon the particular misconduct and is the sole decision of The Company.

1. Employee Separation (Voluntary)

If you have decided to leave us, we would like to conduct our separation professionally and with mutual respect. We request, but do not require, that you give us at least two weeks’ notice, if possible. Before leaving, you must return all company property such as uniforms, tools, equipment, cell phones, mobile electronic devices and keys.

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2. Causes for Immediate Termination

In some cases, there may be cause for immediate termination at the discretion of the Company. This will be decided on a case-by-case basis by The Company. Examples of the gravity of such behavior, include but are not limited to:

- a. Use of or being under the influence of, intoxicating drugs or alcohol on company or client's property, at any time.
- b. Insubordination
- c. Bringing firearms, weapons, or explosives onto company or client property or using them at any time. This excludes approved company tools and equipment.
- d. Theft of company, client or employee property.
- e. Fighting or displaying violent behavior.
- f. Harassment, sexual harassment or bullying.
- g. Failure to meet Company expectations.
- h. Improperly removing or giving away The Company's materials, tools, equipment or property.
- i. Unreported absence from work for more than three (3) consecutive days.

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IV HEALTH AND SAFETY

A. Safety Program

Under the Occupational Safety and Health Administration Act, (**OSHA**), the Company has a responsibility to provide a safe workplace for all of its employees. This is a short summary of key employer responsibilities:

- Provide a workplace free from serious recognized hazards and comply with standards, rules and regulations issued under the OSH Act.
- Examine workplace conditions to make sure they conform to applicable **OSHA standards**.
- Make sure employees have and use safe tools and equipment and properly maintain this equipment.
- Use color codes, posters, labels or signs to warn employees of potential hazards.
- Establish or update operating procedures and communicate them so that employees follow safety and health requirements.
- Employers must provide safety training in a language and vocabulary workers can understand.
- Employers with hazardous chemicals in the workplace must develop and implement a written hazard communication program and train employees on the hazards they are exposed to and proper precautions (and a copy of safety data sheets must be readily available).
- Provide medical examinations and training when required by **OSHA standards**.
- Post, at a prominent location within the workplace, the **OSHA poster** (or the state-plan equivalent) informing employees of their rights and responsibilities.
- **Keep records** of work-related injuries and illnesses. (Note: Employers with 10 or fewer employees and employers in certain low-hazard industries are exempt from this requirement.

Above productivity or profit, the Company's first concern must be for the safety of its employees. Our Safety Coordinators will conduct and /or coordinate regular safety meetings discussing various safety issues and concerns that may occur in the workplace. Every day it is mandatory that each employee wear the Company provided safety gear, (eye protection, hearing protection, gloves and respiratory masks, if required), when performing work to prevent injury. All employees will receive a copy of the Company Safety Policy Acknowledgement and Receipt which be included in our handbook. Each person will be required to sign this form during orientation each year or at the time of employment.

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B. Reporting Workplace Injuries (OSHA)

It is the employee's responsibility to notify the appropriate manager immediately, if he/she sustains an injury, illness and/or is involved in an accident/incident in order for the Company to provide the appropriate actions. An injury report must be given to your supervisor, and/or the President, that day or as soon as possible. An accident/incident report must be filled out on the day of its occurrence. If this is impossible, then it must be completed within 24 hours of the incident. If necessary, this Report should be sent to the nearest **OSHA office** for all work-related fatalities within 8 hours, and all work-related inpatient hospitalizations, all amputations and all losses of an eye within 24 hours. (Employers under federal OSHA's jurisdiction were required to begin reporting by Jan. 1, 2015). Furthermore, it is at the Company's discretion to require the employee to undergo a substance abuse test in order to determine if the substance abuse was a contributing factor to the accident/incident. Repeated safety violations may result in disciplinary action, up to and including termination of employment. In the event of an accident or an incident wherein injuries or property damage occurs, all involved parties will be required to submit to a drug and/or alcohol screening test. Accordingly, failure to submit to this test may be grounds for immediate termination.

The Company says, "If we cannot do it safely, then we do not do it!"

C. Drug and Alcohol Free Workplace

The Company recognizes its responsibility to provide a safe, **drug and alcohol free work environment** and protection for its employees, customers and business guests. The Company has no tolerance for any substance abuse in any form. Employees are prohibited from unlawfully consuming, distributing, possessing, selling or using controlled substances while on duty. In addition, employees may not be under the influence of any controlled substance, such as drugs or alcohol, while at work, on company premises or engaged in company business, and while driving or operating Company vehicles and machinery. Our position regarding substance abuse is the same whether the substances are alcohol, marijuana, illegal drugs, or other controlled substances.

Although certain uses of marijuana have been legalized under the laws of the Commonwealth of Massachusetts (while remaining illegal under federal law), this policy and the following procedures expressly apply to marijuana use. Notwithstanding the changes to Massachusetts law, the Company policy still prohibits the usage, consumption, sale and possession of marijuana and prohibits employees from being under the influence of marijuana during working hours, for the reasons set forth herein.

It is recommended (but not required) that Employees who are taking prescription drugs with side effects that may impact the employee's job performance report this to their supervisor/manager, for the protection of the employee and for safety purposes, in case of an adverse reaction to the drug while at work, so the employee is not falsely accused of taking an illegal substance. The employee shall verify with their health care provider or pharmacist that the prescription medicine will not affect their safety at work or their abilities to perform as required.

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Given the potentially dangerous nature of our work, any employee who begins work while impaired or who becomes impaired while at work is guilty of a major violation of company rules and is subject to severe disciplinary action. Likewise, the use, possession, transfer, or sale of any substance on company premises or in any Company vehicle, parking lot, storage area, or job site is prohibited. Violations are subject to severe disciplinary action, up to and including termination. Severe disciplinary action can include suspension, dismissal, or any other penalty appropriate under the circumstances. The Company reserves the right to determine the scope and timing of any disciplinary action to be administered at its sole discretion based upon the circumstances.

Drug Testing. Due to the inherently dangerous nature of our work and the equipment we use, the driving and travel that is required, and as our work is generally performed on the homes, businesses and properties of our customers, ***ALL EMPLOYEES*** and applicants may be subject to mandatory initial and random drug and/or alcohol testing as a condition of employment with or without cause. Drug and Alcohol tests are performed by a professional wellness service provider. If the test results are positive, you may be subject to discipline, up to and including termination. Subject to any limitations imposed by applicable law, refusal to provide a body substance sample under the conditions described above may result in disciplinary action, up to and including termination. The Company will attempt to protect the confidentiality of all drug test results.

This policy is implemented because the impairment of any Company employee due to his or her use of substances is likely to result in the risk of injury to other employees, the impaired employee, or to third parties such as customers or business guests. Due to the danger of this type of work and the equipment we use, the usage of substances on any job site could result in tragic consequences for ***YOU, other EMPLOYEES, or OUR CLIENTS, or the general public.***

D. Smoking and Tobacco Products

The Company maintains smoke-and tobacco free buildings. Smoking or use of other tobacco products (including, but not limited to, cigarettes, e-cigarettes, pipes, cigars, snuff, or chewing tobacco) is not permitted in any part of the building or in vehicles owned, leased or rented by The Company. Employees may smoke outside in designated areas or in their own personal vehicles during breaks. Anyone smoking in these areas is responsible for the cleanliness and safety of the area. The Company will provide the receptacles for proper disposal. Tobacco products are to be disposed of in these receptacles only. No additional breaks beyond those allowed under The Company's break policy will be taken for this purpose.

All employees are expected to abide by this policy whether on company premises, at a customer's site, or while in transit between work locations or assignments. Being permitted to use tobacco products during breaks is a privilege, as long as such use does not interfere with the employee's work, fitness for duty, or professional appearance. If the privilege is abused, it may be withdrawn altogether. While the Company makes these areas available to smokers at this time, it has no legal responsibility to do so. Property includes but is not necessarily limited to, buildings, grounds, vehicles and equipment. This policy will be strictly enforced.

Most importantly, these activities are not allowed in the presence of a customer or on their property, including their home, driveway, outside buildings, parking lots or grounds.

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E. Gun and Weapon Policy

In order to ensure a safe environment for employees and customers, The Company prohibits the wearing, transporting, storage, or presence of firearms or other dangerous weapons in our facilities, on our properties or on any of our client's properties. These include but are not limited to guns, knives, ammunition, pepper spray, mace, razor blades. Any employee in possession of a firearm or other weapon while on our facilities/properties, or while otherwise fulfilling job responsibilities, may face disciplinary action including termination. A client or visitor who violates this policy will be removed from the property and reported to police authorities.

Possession of a valid concealed weapons permit authorized by the State of Massachusetts is not an exemption under this policy.

F. Workplace Violence

Workplace violence is: violence or the threat of violence against a worker(s). It can occur at or outside the workplace and can range from threats and verbal abuse to physical assault and homicide. The Company has a zero-tolerance toward workplace violence against or by their employees. It is critical to ensure that all employees know the policy and understand that all claims of workplace violence will be investigated and remedied promptly.

In addition, employers can offer additional protections such as the following:

- Provide safety education for employees so they know what conduct is acceptable.
- Equip field staff with electronic communication devices and require them to prepare a daily work plan and keep a contact person informed of their location throughout the day.
- Instruct employees not to enter any location where they feel unsafe, and it is the worker's right to refuse to provide service in a clearly hazardous situation. You should contact a manager or the office immediately, if this occurs.
- Encourage employees to report and log all incidents and threats of workplace violence.
- The Company encourages all employees to share information about ways to avoid similar situations in the future.
- Investigate all violent incidents and threats, monitor trends in violent incidents by type or circumstance, and institute corrective actions.
- In instance where an employee(s) feels threatened or unsafe for themselves or for the safety of others, they should contact the police or other legal authorities immediately.

G. Reference Checks

To ensure that individuals joining the company are qualified and have the potential to be productive and successful, all documentation is subject to and contingent upon acceptable employment references checks of applicants. Every offer of employment is contingent upon the appropriate completion of a reference check.

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H. Background Checks / CORI Checks

As a condition of hiring and continued employment, every employee may be subject to a criminal/CORI background check in accordance with the Massachusetts Department of Public Safety, and/or other applicable law. Negative results from the CORI check which is periodically run may impact an employee's employment status. The Company desires to provide its staff and customers with a reasonably safe and secure environment and to provide reasonable protection for the financial and material assets of the company. This information is necessary to determine that the applicant or employee has no criminal record which could affect the safety and security of our customers and our employees. The Company endeavors to perform such checks to research and verify the required skills or competencies, has a history of safe driving and/or has no relevant criminal history or offenses that may jeopardize the safety or welfare of the Company's operations, employees, or customers. Existence of a conviction record may not automatically disqualify the applicant for employment. However, giving false information or omission of information may be grounds for denial of employment or discipline, up to and including termination. All information relating to a criminal conviction record check will be treated confidentially. Copies of criminal conviction records and the results of any consumer or credit report information and any notes or documentation relating to a conviction record are maintained separately in a secured area by the Company. The Company expressly reserves the right to determine the preferred method of proceeding in each individual case.

I. CORI Policy

Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment, the following practices and procedures will generally be followed:

1. CORI checks will only be conducted as authorized by the Massachusetts Criminal History Systems Board (CHSB), and/or other applicable state and/or federal authorities. All applicants and employees will be notified that a CORI check will be conducted. If requested, the applicant or employee will be provided with a copy of the CORI policy.
2. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by CHSB, and/or other applicable state and/or federal authorities.
3. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant or employee. Rather, determinations of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
4. If a criminal record is received from CHSB, and/or other applicable state and/or federal authorities, the authorized individual will closely compare the record provided by CHSB, and/or other applicable state and/or federal authorities with the information on the CORI request form and any other identifying information provided by the applicant or employee, to ensure the record relates to the applicant or employee.
5. If the Company is inclined to make an adverse decision based on the results of the CORI check and/or the results of any consumer or credit report information, the applicant or employee will be notified immediately. The applicant or employee shall be provided with a copy of the

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criminal record and/or consumer or credit report information obtained by the Company and this policy CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position or license, and given an opportunity to dispute the accuracy and relevance of the CORI record and/or consumer or credit report information consistent with applicable law.

6. Applicants or employees challenging the accuracy of the record shall be provided a copy of CHSB's Information Concerning the Process in Correcting a Criminal Record and/or the Summary of Rights Under the Fair Credit Reporting Act, and/or then applicable state or federal notice(s).

7. If the CORI record provided does not exactly match the identification information provided by the applicant or employee, the Company will make a determination based on a comparison of the CORI record and documents provided by the applicant or employee. The Company may contact the applicable state or federal authority and request a detailed search consistent with applicable laws, regulations or policies then in effect.

8. If the Company reasonably believes the record belongs to the applicant and is accurate, based on the information as provided in this policy, then the determination of suitability for the position will be made by the Company in its sole discretion. Unless otherwise provided by law, factors considered in determining suitability may include, but are not limited to the following:

- a. Relevance of the crime to the position sought;
- b. The nature of the work to be performed;
- c. Time since the conviction;
- d. Age of the candidate at the time of the offense;
- e. Seriousness and specific circumstances of the offense;
- f. The number of offenses;
- g. Whether the applicant has pending charges;
- h. Any relevant evidence of rehabilitation or lack thereof;
- i. Any other relevant information, including termination submitted by the candidate or requested by the hiring authority.

9. The Company will notify the applicant of the decision and the basis of the decision in a timely manner.

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V COMPENSATION AND HOURS OF WORK

A. Attendance and Punctuality

Your work with us is important. When you are not here, it makes a difference. Absenteeism and tardiness prevents us from servicing our clients in a timely and professional manner. It also imposes a burden on our other employees. Our workday begins at your designated time at our Rowley location. Starting times and finishing times may be adjusted at the discretion of your manager. ***We expect you to be on time every day.*** Overtime is often required as part of your job responsibility. If you are absent for three consecutive days without giving proper notice or a satisfactory explanation, it will be considered job abandonment and any necessary action will be taken by The Company.

Notification of Absence

You are required to notify your manager or the office by the approved method of communications as soon as you know that you are not going to be at work on the day for which you are scheduled. *It is your sole responsibility to obtain the current phone number and email of your manager and of the office.* You should make this notification no later than one hour before your scheduled work time and have approval by your manager. *This call must be made by you and not your relatives or friends.* Failure to comply with these rules may result in disciplinary action, up to and including termination.

You are also required to call in on each day of absence, unless the full length of absence can be determined and agreed upon in advance. This enables your manager to plan work schedules and determine whether a substitute is required.

If you must be absent due to a necessary appointment, you must give us at least one (1) weeks' notice. Emergency situations will be considered on a case-by-case basis and at the sole discretion of The Company. You will not be paid for the day (unless otherwise covered by earned sick time as set forth herein), but you may be required to make up that day on the following Saturday. Missed time may be paid to you by using any accrued paid time that you are entitled to.

B. Pay and Promotion

You and your manager agreed on your rate of pay, before you were hired. The Company pays wages that are competitive with those paid for similar work in the same part of the country. The Company feels that a person should be compensated according to his/her value to the company. This takes into consideration the type of work that he/she will perform, the quality of that work, the skills and knowledge that he/she possesses or acquires, the responsibilities that he/she takes on and their general attitude towards work, fellow employees, managers and customers of The Company.

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Also, in the sole discretion of the Company, pay rates may be adjusted to reflect an employee's value to The Company at future times based on the business conditions and The Company's affordability at that time.

In addition, there are other factors that The Company takes into consideration in determining what an employee's pay and status should be. Among these factors are:

- 1) Competency Certification Check Lists (i.e., M.C.L.P. Pesticide License, CDL, etc.)
- 2) Employee Performance Reviews
- 3) Professionalism that the employee displays in their work and relationships

As you become a more valuable employee through improved skills and responsibilities, you may be eligible for pay increases and promotions at the discretion of the Company.

C. Pay Schedule

Paychecks are generally ready for distribution or pick-up every Friday after 12:00 pm during office hours. The paycheck will reflect work performed for the previous week. Pay periods begin on Sunday at 12:01am and end on the following Saturday night at midnight. Once received please review your paycheck to see that it is accurate. Any questions should be directed to the HR department in the Office.

D. Deductions from Pay

Paychecks include salary or wages earned less any mandatory or elected deductions. Mandatory deductions include Federal and State withholding tax, Social Security and Medicare. Elected deductions are deductions authorized by the employee and may include health and dental insurance, supplemental insurance, company savings plan, employee purchase plan or a personal loan.

E. Overtime

1. Standard Practices: Overtime is only allowed if authorized directly by your manager. Hourly (non-exempt) employees who work more than 40 hours in our work week (Sunday through Saturday) will be paid one and one-half times (1 ½ X) their normal hourly rate of pay for each hour worked over 40, in The Company's work week. The 40 hour work week does not include ***paid holidays or paid time off.***

Overtime is often required in our business, particularly during the spring and fall busy seasons. We must be prepared to service our clients when they need us. Failure to work overtime when required is a serious matter and in some cases could lead to the termination of employment.

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2. Special Notice Re: Overtime

The Federal Labor Standards Act (FLSA) requires all employees to be paid overtime at the rate of one and one-half times (1 ½ X) their regular rate of pay for all hours worked over 40 in The Company's work week. The 40 hour work week does not include ***paid holidays or paid time off***. Most Executive, Administrative, Professional and Outside Sales employees are not hourly employees and are exempt from the overtime rule. In some cases, exempt employees may be docked for missing days of work, but they may not be docked for missing hours within a day.

Circumstances in Which Deductions May Be Made From Exempt Employees. Deductions from salary are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees or for military pay; for unpaid disciplinary suspensions or one or more full days imposed in good faith for workplace conduct rule infractions. Employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance; or for weeks in which an exempt employee takes unpaid leave. In these circumstances, either partial day or full day deductions may be made.

Improper Deductions. It is the Company's policy to comply with the salary basis requirements of the Fair Labor Standards Act, regulations thereunder and state laws. Therefore, the Company prohibits all company managers from making improper deductions from the salaries of exempt employees. The Company wants employees to be aware of this policy and that the Company does not allow improper deductions that violate the Fair Labor Standards Act, regulations thereunder and state laws. If an employee believes that an improper deduction has been made to his/her salary, the employee should immediately report this information to his/her direct supervisor, or to the President. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be reimbursed for the improper deduction.

If you are a Non-exempt employee, and you have not been paid overtime at the rate of 1-1/2 times (1 ½ X) your regular rate of pay for hours worked over 40 in the work week, you should immediately report this to your manager, and you may request an examination of your pay history. The 40 hour work week does not include ***paid holidays or paid time off***. If overtime pay should have been paid to you but was not, you will be paid the proper amount due to you. Arrangements will be made to correct this and to prevent any reoccurrence. There will be no retaliation against any employee who makes an inquiry or requests an examination of their pay history.

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F. Meal and Break Periods

In Massachusetts, most employers allow employees to take a meal break (usually 30 minutes) which does not have to be paid. However, Massachusetts law does not require employers to provide rest breaks, paid or unpaid. If short breaks are allowed, federal law requires employers to pay their employees for these short breaks. For all non-exempt employees, if you are working at least 6 hours or more in the day, a meal period of 30 minutes should be taken between 12:00 noon and 1:00 pm, if possible. All employees are required to take their daily lunch break, unless they have authorization by their manager to forfeit their lunch period. This should only be allowed by your manager on occasion when it would be difficult to stop production during this time. When this is authorized, your manager must supply the payroll department with this information on a weekly basis. Employees are permitted to leave the job site for lunches, but no company vehicle may leave the job site for these purposes. At The Company, employees who work 8 or more hours are allowed to take two break periods during the workday (one in the morning and one in the afternoon). Employees who work less than 8 hours but work 6 or more hours are allowed one break period in the morning. These short breaks last from 5 to 10 minutes and are considered to be part of the workday, for which employees are paid. These short breaks are a privilege and if abused, can be cancelled by The Company at any time. In the field, managers and crew leaders are allowed to designate these break times for their crews to accommodate their daily work schedules.

G. Emergency Closings

In the event of inclement weather, and the employer chooses to keep the workplace open, both exempt and non-exempt employees are expected to report to work, at the determined time, unless otherwise notified by the President or your manager.

In the event that a non-exempt employee indicates he cannot make it to work, the employer is not required to pay them for the day. Exempt employees may be required to use their accrued paid off time to cover the day or have a full day deduction from the employee's salary. When non-exempt, administrative employees are involved, an additional important factor is notice of the closure. If the President closes the workplace but the employee reported to work anyway, the Massachusetts Reporting Pay regulations require that the employee be paid for at least three hours of hourly pay or use their own accrued time. If a State of Emergency Driving Ban has been called by the Governor or if the conditions are considered by the owner to be hazardous, non-essential personnel may be notified not to come in or may be sent home. In such cases, you will not be paid for the day, but may be assigned to make up for the loss of time on another day or use paid time off, if eligible. All essential personnel should report to work for their snow removal duties in any situation.

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H. Workday and Work Week

For hourly non-supervisory and non-exempt employees, our typical **workday** starts at our offices in Rowley at the designated time determined by your manager. For most of the year our workdays are Monday through Friday. However, during our peak periods, our schedule could be from Monday through Saturday. Our **pay period** begins on Sunday morning at 12:01 am and continues through to the following Saturday night at midnight. All non-exempt (hourly) employees, who work more than 40 hours during this period, will be paid one and one-half times (1 and ½ X) their regular rate of pay for all hours worked in excess of 40 hours *not including holidays and time paid off*.

I. Time Keeping

At the start of each working day and at the end of each working day, all Non-Exempt employees are required to record time worked in LMN. The Crew Leader will record their time as well as the time for the Crew Members. When the Crew Leader clocks time in and out will be at the discretion of the Manager. At the end of each day, the Crew Leader will submit timesheets and the Manager will approve the time sheets.

J. Winter Season Schedule

Designated employees may participate in and be subject to the Winter Season Schedule policies, procedures and practices as specified by The Company's President. If you are designated as a participant in this program, refer to the Winter Season Schedule Document for specific details; these details are not covered in this handbook and will be determined after the fall season is completed, which may change from year to year in the discretion of the Company.

K. Company Use of Personal Vehicle

There may be a rare occasion when an employee is requested to use his/her personal vehicle for company business. In such cases, The Company will reimburse the employee at the recommended amount as determined by IRS guidelines for mileage only. Reimbursement is on a weekly or monthly basis and will be considered reimbursement for business expenses. You must have a signed and approved Mileage Reimbursement Form from management in order to gain this reimbursement.

L. Referral Bonus Award Program

The referral bonus award is used to provide an incentive to employees who bring new talent into a position by referring persons who are subsequently selected and successfully employed throughout the 90 day introductory period. After completion of this period, the referring employee will be awarded a cash award. Cash award to be determined by President.

VI. BENEFITS

Benefit Eligibility:

- Year Round Full-Time Employees are eligible for:

Group Insurance	Parental Leave
Educational Assistance	Paid Sick Time
Paid Holidays	Vacation Days
Employee Events	Employee Purchase Plan
Uniforms	
- Seasonal Full Time Crew Leaders / Technicians are eligible for:

Group Insurance	Parental Leave
Educational Assistance	Paid Sick Time
Paid Holidays	Personal Days
Employee Events	Employee Purchase Plan
Uniforms	
- Seasonal Full Time Crew Members are eligible for:

Group Insurance	Parental/Maternity Leave
Employee Events	Paid Holidays
Educational Assistance	Employee Purchase Plan
Paid Sick Time	Uniforms
Personal Day	
- Year Round Part-Time Employees are eligible for:

Employee Purchase Plan	Paid Sick Time
Employee Events	Uniforms
Paid Holidays	
- Seasonal Part-Time Employees are eligible for:

Paid Sick Time	
Uniforms	

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A. LEAVE BENEFITS:

1. Bereavement Leave

All Year Round Employees, who have been employed for at least 90 days of continuous service, are eligible for two (2) days of paid leave for the death of an immediate family member.

Members of the immediate family include spouses, children, parents, grandparents, step- parents, brothers, sisters, step-brothers, step-sisters, stepchildren, aunts, uncles and parents-in-law.

Requests for Bereavement Leave should be made through your manager and/or President.

2. Holidays

All Year Round Full-Time, Year Round Part Time and Seasonal Full Time employees, who have been employed for at least 90 consecutive days of service, receive paid holidays. The Company will usually be closed on these holidays. If you are scheduled to work on one of these holidays, you will be paid for the holiday (e.g., eight 8 hours) plus your normal rate of pay for those hours actually worked on that day, if there is scheduled work. The designated Company holidays are:

- New Years Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

In order to be paid for the holiday, you must work the scheduled workday before and the scheduled work day after the holiday unless an absence on the scheduled work day is pre-approved for paid personal or vacation time. Absence from the scheduled workday that is not approved by your manager will result in loss of the holiday pay and may result in disciplinary action. In addition, the following paid holiday criteria apply:

If the holiday falls on an unscheduled workday (Saturday or Sunday) you will be paid for a full eight (8) hour day.

- If a designated holiday falls during your vacation, you will receive equivalent time off without loss of pay.
- If a designated holiday falls during your unpaid leave of absence, you are not eligible for holiday pay.

Seasonal Part-time employees **are not eligible** for holiday pay.

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3. Jury Duty

The Company feels it is important that employees fulfill their jury duty responsibilities, when they are selected. If you are subpoenaed for jury duty during regularly scheduled working hours, you will be allowed up to three (3) paid days off to perform this duty. All other time off required will be allowed but is not paid time off. It is your responsibility to notify your manager of jury duty. Documentation of the subpoena and time served must be presented to your manager. If you are dismissed early from jury duty while four or more hours of the regularly scheduled workday remain, you will be expected to report to work.

4. Leave of Absence (LOA)

Should you require extended time away from your job, please make your request in writing to the, The Company at least 30 consecutive days in advance and more if possible. Decisions to grant a Leave of Absence for other than parental leave will be based on The Company's schedules and needs, the workflow, length of service, previous requests, attendance and job performance, as well as the length and reason for the proposed absence. A Leave of Absence is unpaid time.

If you are covered by The Company's health benefits, your normal insurance premiums must be paid for the first month. If the LOA is in excess of 30 days, you must pay the monthly premium in advance at the start of the second month. The LOA time will not be counted as time earned for vacation leave, benefits or for any other company purposes.

You must contact the President at least every two weeks while on leave unless otherwise agreed in writing. Failure to return by the designated date may result in forfeiture of your employment. All leaves are granted at the sole discretion of The Company.

5. Parental Leave Act

Both female and male employees are eligible for unpaid parental leave under the Massachusetts Parental Leave Act, if they meet these eligibility requirements:

- a. She/He has completed the initial probationary period, if any, set by the terms of her employment; or if there is no such probationary period, has been employed by the employer for at least three consecutive months as a Full-Time employee; and
- b. She/He is absent from such employment for a period not exceeding eight weeks, for the purpose of:
 - giving birth
 - preparing and/or participating in the birth
 - caring for the newborn
 - adopting a child under the age of 18
 - adopting a child under the age of 23, if the child is mentally or physically disabled; and

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- c. She/He gives their employer at least two weeks' notice of their anticipated date of departure and intention to return after the leave.

Both female and male employees may elect to have any earned vacation time used during this leave, but it cannot be legally mandated by the Company.

While on approved parental leave, an employee will not lose her/his seniority or previously earned benefits or job position. However, if this period exceeds 8 weeks then none of the leave time will be counted towards vacation, seniority or for any other company related purpose. If two employees work for the Company, they are collectively only entitled to a total of eight weeks of parental leave. Parental leave is available at the time of the birth or adoption but not substantially earlier or substantially later.

Parental leave does not qualify as a disability. Due to the Parental Leave Law requirements at this time, The Company is not required to offer disability leave.

6. Military Leave (USERRA)

In compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), The Company provides this leave benefit for employees who serve in the Military / National Guard and/or Reserve Duty. Both Massachusetts and federal law provide broad protection to employees who take leave to fulfill certain military obligations. The law provides, that a member of a military reserve unit who requests leave to fulfill military training that does not exceed seventeen days in any one calendar year, is entitled to unpaid leave that cannot affect his or her employment, status, seniority, pay, bonuses, vacation and sick leave, entitlements, or other conditions of employment. Federal law provides that any employee is entitled to leave for service in the uniformed armed services and reemployment upon completion of service.

To qualify for protection under federal law:

- The employee must provide the employer with advance written or verbal notice of the employee's intent to enter into military service.
- The length of service must not exceed five years.
- The employee must report to or submit an application for reemployment to the employer within a certain period of time, based on the employee's length of service.

The Act applies equally to those employees who are involuntarily called or otherwise obligated to perform military service, as well as those who voluntarily leave civilian employment to perform military service. An employee may elect to use any accrued paid vacation while on leave but cannot be required to do so. It is important that you advise The Company, as far in advance as possible, concerning your departure and return to work.

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7. Sick Time

1. **Paid Sick Time.** All employees are eligible to accrue paid sick time under this law. Earned sick time will be accrued for all employees at a rate of .03333 per hour worked, which satisfies the state requirement of 1 hour earned for every 30 hours worked. Employees will be allowed to use **only time that has been earned**. New employees will begin accruing time on their first day but will not be allowed to begin to use any earned time until after the 90 day introductory period. Unused earned sick time can be rolled over into subsequent years but cannot exceed 40 hours during any calendar year. The maximum amount of sick time for all employees to use is 40 hours in any given calendar year. In cases of any employee being out of work for 3 consecutive days or more, documentation from a medical provider **will be required**. The smallest amount of time that can be taken is 1 hour. Employees must notify the company **before** earned sick time is used, except in an emergency. Earned sick time is forfeited upon termination and does not get paid out. **Effective July 1, 2015, all previous sick time policies will be null and void.**

2. **Use of Paid Sick Time.** Employees may use their earned sick time to:

- care for the employee's own physical or mental illness, injury, or other medical condition that requires home, preventative, or professional care;
- care for a child, parent, spouse, or parent of a spouse who is suffering from a physical or mental illness, injury, or other medical condition that requires home, preventative or professional care;
- attend routine medical and dental appointments for themselves or for their child, parent, spouse, or parent of a spouse;
- address the psychological, physical, or legal effects of domestic violence; or
- travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

Use of sick time for other purposes is not allowed and may result in an employee being disciplined. Sick time cannot be used as an excuse to be late for work without an authorized purpose. Employees may not use sick time if the employee is not scheduled to be at work during the period of use.

NOTE: Employees must be mindful that regular, reliable attendance and timeliness is expected. Use of sick time is not offered and should not be used as an excuse for frequent tardiness and/or absenteeism. If an employee commits fraud or abuse by engaging in an activity that is not consistent with allowable purposes for sick time, the employee may be subject to disciplinary action, up to and including termination. If an employee is exhibiting a clear pattern of using sick time on days just before or after a weekend, vacation, or holiday, the Company may discipline the employee for misuse of sick time, unless the employee provides verification of authorized use.

3. **Interaction with Other Types of Leave.** If any time off covered under this policy is also covered under the Company's Parental Leave, other leave of absence policies, sick time shall run concurrently with such leave. Employees may choose, and the Company may also

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require employees (except for Parental Leave), to use sick time to receive pay for absences under other leave policies if those absences would otherwise be unpaid. Sick time is separate and distinct from accrued paid vacation benefits outlined below.

4. **Notice of Use of Sick Time.** If an employee intends to use sick time to be absent from a workday, to be late or to leave work early (for purposes that are permissible under the sick time law noted above), the employee is requested to give as much advance notice to the Company in writing as possible under the circumstances, except in an emergency. If the requested use of sick time is foreseeable (for example, if the employee will be absent to attend a previously scheduled appointment), the employee must provide up to seven days' advance notice or as soon as possible if the employee learns of the need to use sick time within a shorter period of time. If the use of sick time is not foreseeable, the employee must provide notice as soon as possible. If an employee requests to use sick time to be absent on multiple days, the employee or the employee or his/her surrogate (e.g., spouse, adult family member or other responsible party) must provide notice of the expected duration of the leave or, if unknown, provide notice of continuing absence on a daily basis, unless the circumstances make such notice unreasonable.

The Company may require an employee to submit a doctor's note or other documentation to support the use of sick time if the employee's absence:

- exceeds 24 consecutively scheduled work hours or three consecutive days on which the employee is scheduled to work;
- occurs within two weeks prior to an employee's final scheduled day of work (except in the case of temporary employees); or
- occurs after four unforeseeable and undocumented absences within a three month period.

Required documentation must be submitted within seven days of the absence. Additional time will be allowed for good cause shown. If an employee fails to timely comply with the company's documentation request under the sick time law, the Company reserves the right to recoup the sick time paid from future wages.

8. Personal Time

Seasonal Full Time Crew Leaders/Technicians are eligible for two (2) days of paid Personal time per year and is based on completing 52 weeks of continuous service. Seasonal Full Time Crew Members are eligible for one (1) Personal day per year after completing 52 weeks of continuous service. Personal time will be refreshed on the anniversary of the employees' first day of work. Personal time must be approved by the Manager with adequate notice.

Use-It-Or-Lose-It Policy / No Carry-Over. Available Personal Time must be taken during the applicable calendar year from the employee's anniversary date and is **not** cumulative and **do not** carry over into the following year. Any unused paid time for whatever reason or no reason existing at the end of any year will **not** be carried over to the next year, except as otherwise approved, in writing, by the Company's President. In the event of termination of employment, Employee shall only be compensated for unused vacation time as required by applicable law.

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9. Vacation

Employees who are eligible for vacation time are based on their anniversary or eligibility date and your years of service.

A vacation week is defined as 40 hours (or if part time based on your weekly hours), at your rate of pay that is in effect at the time your vacation is taken. Vacation time is accrued each pay period and your accrual is based on your anniversary/eligibility date.

- 0-2 years 5 vacation days
- 3-5 years 10 vacation days
- 5+ years 15 vacation days

Employees who are on a Leave of Absence (LOA) exceeding 30 days will not earn vacation time during that period. For employees on **Leave without Pay** (LWOP) of 30 days or less, your leave time will continue to be counted toward your vacation time during your leave.

Scheduling Your Vacation

Vacation time requests must be made, at least ten (10) business days, in advance of the time requested, and it is subject to management approval based on business needs. Follow these guidelines in planning and scheduling your vacation:

- Schedule vacations with due consideration of work schedule and responsibilities.
- You are strongly encouraged to schedule at least one week of your vacation from Christmas to New Year's Eve.
- Your vacation should be scheduled in full calendar weeks (when applicable); unless your supervisor determines that other scheduling is warranted and can be accommodated.
- In special pre-approved circumstances, vacation time may be taken in smaller increments.

Your earned vacation time must be used within twelve (12) months of it being earned. The amount paid will be at your rate of pay at that time. Also, employees who are requested to delay or cancel their vacation due to the demands of business will be allowed to reschedule for a future date or to "cash-in" their earned but unused vacation.

Use-It-Or-Lose-It Policy / No Carry-Over. Earned vacation must be taken during the applicable calendar year from the employee's anniversary date and are **not** cumulative and **do not** carry over into the following year. Any unused paid time for whatever reason or no reason existing at the end of any year will **not** be carried over to the next year, except upon advance written request approved by The Company President, you may carry over any earned but unused vacation time for up to one week. In the event of termination of employment, Employee shall only be compensated for unused vacation time as required by applicable law.

Unearned Vacation: Subject to management approval, employees may be allowed to use vacation days before they are actually earned upon completion and submission of the **"Employee Status Change Form"** approved by The Company President. The use of unearned vacation is

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considered a payroll advance. As such, if an employee terminates his/her employment, before the days are fully earned, then the unearned amount advanced will be deducted from their final earnings.

Re-Employed Veterans Eligibility:

Full-time employees returning from active duty under the provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) are considered to have been continuously employed in terms of vacation benefits. They will be able to take a vacation in the year in which they return to work.

Termination and Unused Vacation:

Employee's earned and unused vacation time is paid upon termination of employment, which is based on conditions outlined in the policy on Employment Termination.

B. HEALTH AND WELFARE

1. Medical Insurance

All regular full-time and seasonal full-time employees who have completed ninety (90) consecutive days of continuous employment are eligible to enroll in The Company's medical benefits plan. The plan provides comprehensive medical benefits for the employee and his/her eligible family members. The employee's premiums are deducted through weekly payroll deduction. The company will subsidize premiums only for employees that are actively employed. Seasonal Full-Time employees will be responsible for their entire premium during their unemployed months.

You are eligible for enrollment on the first day of the month following your first ninety (90) consecutive days of continuous employment. Premium pricing and carriers are subject to annual review.

The Affordable Care Act (ACA) is a National Health Reform Law that took effect in January 2014. The Health Insurance Marketplace was set up to make it easier for consumers to compare health/dental insurance plans and enroll in coverage. The state Marketplace is known as the Massachusetts Health Connector. If you are offered coverage by your employer that is considered "affordable" and meets a "minimum value" according to federal definitions, you most likely will not qualify for the subsidized coverage offered through the Health Connector. The Company's Health and Dental Plans are in compliance with the federal guidelines. However, it may still be helpful for you to read and understand this information. Please contact the HR office for more information, or if you have any questions. Also, it may be helpful for you to visit the many websites concerning the Affordable Care Act (ACA) on the internet.

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2. Dental Insurance

All Regular Full-Time and Seasonal Full-Time employees, who have completed ninety (90) consecutive days of continuous employment, are eligible to enroll in The Company's dental plan. The plan provides specific dental care and services for the employee and his/her eligible family members. The employee's premiums are deducted through weekly payroll deduction. The company will subsidize premiums only for employees that are actively employed. Seasonal Full-Time employees will be responsible for their entire premium during their unemployed months. You are eligible for enrollment on the first day of the month following your first ninety (90) continuous days of employment. The Company offering group dental insurance is subject to annual review.

The Affordable Care Act (ACA) is a National Health Reform Law that took effect in January 2014. The Health Insurance Marketplace was set up to make it easier for consumers to compare health/dental insurance plans and enroll in coverage. The state Marketplace is known as the Massachusetts Health Connector.

If you are offered coverage by your employer that is considered "affordable" and meets a "minimum value" according to federal definitions, you most likely will not qualify for the subsidized coverage offered through the Health Connector. The Company's Health and Dental Plan is in compliance with the federal guidelines. However, it may still be helpful for you to read and understand this information. Please contact the HR office for more information, or if you have any questions. Also, it may be helpful for you to visit the many websites concerning the Affordable Care Act (ACA) on the internet.

3. COBRA (Consolidated Omnibus Budget Reconciliation Act)

There are specific events that may cause you to lose some of the health care benefits or may result in the absence of coverage that you and/or your dependents may receive through The Company. These 'qualifying events' may include a divorce, legal separation, adoption of a child or ending your employment with The Company.

Upon the occurrence of such a 'qualifying event', you may be eligible for an 18-month extension of those benefits at your own expense. In addition, if another qualifying event should occur during that 18-month period, you may be eligible for an additional 18 months (36 months total).

You and your identified dependents/beneficiaries will be notified in writing, and if we are made aware of a qualifying event that may cause the loss of that coverage.

If you or your dependents then wish to continue coverage at your own expense you must notify us in writing of your intention to do so within 60 days. (Also, see the Worker's Compensation (WC) policy Section C.)

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4. Savings and Retirement

The Company provides a Simple Plan IRA (Individual Retirement Account) to eligible employees. This is a savings / retirement plan allowing you to start saving money now at a distinct tax advantage. To be eligible you must earn at least \$5,000.00 per year with at least 90 consecutive days of continuous service.

Although it may seem years away right now, retirement does come sooner than most employees prepare for. As such, employees are eligible to participate in this payroll deduction plan to fund their own Simple Retirement Account. This money, and the interest it earns, grows tax deferred in your personal account, building towards retirement. For more information on the benefits of an IRA, employees should refer to IRS publication # 590, which is available through the office.

C. OTHER BENEFITS

1. Educational and Assistance and Licensing

The Company supports and encourages its employees to participate in continuing education courses including professional certifications (horticulture, pesticide, etc.), CDL licensing course, learning another job, etc. As such, this benefit is available to eligible employees after completing 90 days of full employment. Education assistance is for the growth and development of its employees and their commitment to grow within our company.

All Regular Full-Time and Part-Time employees and Full-Time Seasonal employees may continue their education in a related field and The Company may reimburse all or part of the registration and tuition costs. All courses must be pre-approved by the President to be eligible for reimbursement.

The Education Assistance guidelines are as follows:

- Eligible employees must have satisfactorily completed their 90 consecutive day initial employment period.
- Eligible employees must have the job-related coursework and institution pre-approved by the company President, in advance.
- Eligible employees must remain with The Company for a minimum of 12 calendar months after the completion of the approved course reimbursement or forfeit reimbursement or accept a pro-rated repayment structure.

The company will reimburse employees for tuition based on grades as follows:

<u>Grade</u>	<u>Degree of Reimbursement</u>
"A"	100% reimbursement
"B"	80% reimbursement
"C"	50% reimbursement
Below "C" or incompletes	0% reimbursement

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Pass / Fail courses (no grades issued)

Pass	100% reimbursement
Fail	0% reimbursement

If you are eligible to receive educational benefits from other alternate sources (such as GI Bill), The Company will not reimburse your educational expenses.

We will also consider reimbursement for job-related workshops, trade shows for education track, etc. Licensing and certification fees are reimbursable. However, if an employee terminates from the company anytime during the following 12 months, he/she must pay the fees back to the company on a pro-rata basis. The employee shall sign an agreement form stating that the fees shall be paid back to The Company on a pro-rata basis in the event of termination, at the time he/she signs up for the course(s).

2. Employee Events

You are the people we have chosen to work with us. We look forward to sharing good times and success with you and to provide an opportunity for all of us to get to know each other a little better. The Company provides various events such as a Summer BBQ and an annual Christmas Party. These are rewarding and memorable events, and we want you to share them with us. At all company sponsored employee events, no alcoholic beverages will be provided by The Company whether on or off company property. We hope that you make every effort to attend these events.

3. Employee Purchase Plan

All employees who have completed their 90 day Introductory Period are allowed to purchase company products at wholesale price. These purchases are for the personal use of you and your family and may not be resold or used to compete against the Company. Conditions of repayment will be provided in the purchase agreement form as determined by the President.

4. Unemployment Compensation

As required by state law The Company provides and pays for Unemployment Compensation (UC) for all eligible employees. In the event that you are unemployed, seeking employment and are ready, willing and able to accept employment, you may qualify for temporary financial assistance through the State of Massachusetts. Employees that refuse work may not be eligible for unemployment benefits.

5. Workers Compensation (WC)

In the event of a work-related accident or work related illness that causes you to incur medical expenses and/or lost time, you may be eligible for Worker's Compensation. It is the employee's responsibility to notify the appropriate manager immediately if he/she sustains work related injury, work related illness and/or is involved in an accident/incident. An accident/incident report must be filled out on the day of its occurrence. If this is impossible, then it must be

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completed within 24 hours of the accident/incident. *All work related accidents/incidents must be reported.*

If you are not able to work as a result of a WC injury or illness, you may continue your health benefit coverage as long as you are still an employee of The Company. If you do wish to continue that coverage, you must continue to pay your regular share of the monthly premium. If you fail to pay your share of the premium, or if your employment is ended for any reason, your health insurance coverage will cease. (Also see the COBRA policy statement, Section B)

6. Direct Deposit

All employees are eligible to have their paycheck deposited directly into their checking or savings account. A simple form, a voided check and/or a bank authorization letter is all that is necessary to take advantage of this benefit. We recommend that all employees take advantage of direct deposit. Upon termination notice, the direct deposit check will cease and regular payroll

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EMPLOYEE HANDBOOK RECEIPT

Employee Name:

FOR INTERNAL USE ONLY . NO EMPLOYMENT, TERM OF EMPLOYMENT, CONTINUED EMPLOYMENT OR ASPECT OF EMPLOYMENT IS ASSURED. ALL TERMS, BENEFITS AND POLICIES ARE SUBJECT TO UNILATERAL CHANGE BY COMPANY, FROM TIME TO TIME.

I acknowledge that I have received a copy of the Szczechowicz Landscape Services, Inc. (The Company) Employee Handbook and furthermore have read and understand these policies and how they pertain to me and my employment. If I have any questions or concerns, I will bring them immediately to the attention of my manager or the President.

Further, I understand that The Company is an “At -Will Employer” and as such I may cease my employment with them at any time, for any reason and that the Company may also cease my employment with them at any time, for any reason. I also understand that the statements contained in this Employee Handbook are not intended to create a contract of employment and are subject to change at any time by the Company.

Signed

Date



SAFETY POLICY FOR *SZCZECHOWICZ LANDSCAPE SERVICES, INC.*

Safety Policy Statement

Management at *Szczechowicz Landscape Services, Inc.* is committed to providing a safe, healthy environment free from recognized hazards for all of our employees, customers, vendors, and other visitors. We recognize that safety must start at the top and must involve **all** of our employees, whether on company property, on the road, or on a job site. Only in this way will we help prevent accidents that can result in painful injuries, permanent disabilities, or even death.

As part of our commitment to safety excellence, *Szczechowicz Landscape Services, Inc.* participates in the NALP/STARS Safety Program for the green industry. We regularly discuss safety issues with our employees, provide safety awareness training, and conduct hazard audits of our own operation(s). We have established an active safety committee and have developed safety rules, policies, and procedures that must be followed. Failure to follow these rules and procedures may result in disciplinary action, up to and including termination.

Our company promptly and thoroughly investigates all accidents, on-the-job injuries or illnesses, and “near miss” incidents, and acts on hazards or potential hazards that come to our attention. All employees are required to report any accidents, on-the-job injuries or illnesses, or “near misses” to their supervisor or another manager as soon as possible. We also require prompt reporting of hazards and potential hazards and encourage employees to share their safety suggestions and concerns with us in order to ensure a safe workplace for everyone.

Safety saves time, money, and lives.

Joe Szczechowicz, President

THIS IS NOT A CONTRACT OR AGREEMENT OF EMPLOYMENT



**RECEIPT OF SAFETY POLICY FOR *SZCZECHOWICZ*
*LANDSCAPE SERVICES, INC.***

I have read this safety policy or have had it explained to me in a language that I understand and shall abide by our company's safety policies and rules.

(Printed or typed name of employee)

(Signature of employee)

(Date)