

# EXTREME LANDSCAPING

## EMPLOYEE HANDBOOK

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## **Welcome to Extreme Landscaping, LLC**

Welcome to our company. We have chosen to work with each other, and you have joined an organization that prides itself on honesty, integrity, and service to our customers. With the commitment of hardworking team members like you, we will continue to build our company to the highest level of professionalism and to thrive as a leader in the green industry.

Our employees are one of this company's most valuable assets. This employee handbook is a general guide we hope will help you understand how we can work together toward a shared success. We ask that you take the time to read it and familiarize yourself with our company philosophy, policies, and practices. If anything in this handbook is not clear to you, or if you need more information, please ask your supervisor.

Thank you for joining our team. We hope your experience here will be challenging and rewarding.

***Jeff and Michelle McConaughey***

**Extreme Landscaping, LLC**  
**Employee Handbook**

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## **I. INTRODUCTION**

After thirteen years of law enforcement service, Jeff McConaughey decided it was time for a career change. He decided to move his family to New Mexico to be near family and to re-enlist in college courses. By chance, his mother asked him to help an elderly gentleman clean his yard. Many neighbors saw the excellent work and wanted help as well.

In October 2013, Extreme Landscaping, LLC was officially formed. By assembling and developing a skilled team of individuals and focusing on the highest standards of products and services to their customers, Extreme Landscaping has emerged into a premier landscaping and maintenance firm in the Southwest.

### **OUR VISION**

To be recognized by our customers for providing the best value products and services.

To be recognized by our employees as a quality company where they can develop and grow their skills within the green industry, as well as continuing to be a successful and a profitable business.

### **OUR MISSION**

Our Mission is to provide our customers with the highest level of professional care, services and products, exceeding their expectations above all else.

The community must Know, Like, and Trust Us. This mission is achieved through Consistency, Accountability, Reliability!

## **This Employee Handbook**

The statements in this employee handbook are not a full and complete documentation of the policies and procedures of **Extreme Landscaping, LLC**. This is a general overview of the policies, procedures, and company benefits as well as general information about employment with us. The content of this handbook may be changed at any time at the sole discretion of Extreme Landscaping, LLC.

**Nothing in this handbook is to be considered a contract of employment or a guarantee of continued employment.**

### **EMPLOYMENT AT WILL**

**Extreme Landscaping, LLC** is an Employment at Will employer. As such you may cease your employment with us at any time and for any reason. Extreme Landscaping, LLC 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. Both you and Extreme Landscaping, LLC have the right to terminate your employment at any time. No supervisor, manager or representative of Extreme Landscaping, LLC, other than the owner has the authority to enter into any agreement for employment for any specified period or to make any promises or commitments contrary to our Employment at Will statement. Any employment agreement entered into by the owner shall not be enforceable unless it is in writing and signed by both parties.

Nothing in this employee handbook is intended to deprive any employee of their Federal Labor Standard Act (FLSA) section 7 and section 8 rights.

### **EQUAL EMPLOYMENT OPPORTUNITY**

**Extreme Landscaping, LLC** is an Equal Employment Opportunity (EEO) employer. As such, we do not discriminate in any employment actions including hiring, promotion, or compensation based on race, sex, nationality, religion, color, or national origin.

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 EEO regulations.

## **II. ADMINISTRATIVE POLICIES**

### **AMERICANS WITH DISABILITIES ACT**

The Americans with Disabilities Act (ADA) requires an employer to provide reasonable accommodations for individuals with disabilities, unless it would cause undue hardship. A reasonable accommodation may be any change in the work environment or in the way a job is performed that enables a person with a disability to perform the required functions of his/her job.

If we become aware that an employee is unable to perform the assigned work because of a qualified impairment and requires an accommodation that will therefore allow that person to do so, we will respond promptly and to the best of our ability to accommodate the needs of that employee.

### **BULLETIN BOARDS**

Extreme Landscaping, LLC bulletin boards are for providing information from Extreme Landscaping, LLC to our employees. Company bulletin boards may not be used for personal notes, sales, announcements, or any other postings.

### **COMPUTER, E-MAIL, AND INTERNET USAGE**

Extreme Landscaping, LLC provides some employees access to its computer equipment and the Internet. Employees are allowed use of the Internet and e-mail when necessary to serve our customers and conduct Extreme Landscaping, LLC's business.

The computer system — its hardware, software, and files — are the property of Extreme Landscaping, LLC. This includes the electronic mail system and all messages composed, sent, or received on this equipment and/or systems. Extreme Landscaping, LLC reserves the right to access and monitor all files and messages on its system. You should assume neither privacy nor ownership of any information stored or processed on this equipment.

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, outside organizations, or other non-job-related solicitations.
- No offensive or disruptive messages are allowed. This includes derogatory messages that are sexual or racial in nature.

- No copyrighted materials, trade secrets or company proprietary financial information may be transmitted for any purposes without the explicit approval of the owner.
- 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 your supervisor. No password may be used that is unknown to Extreme Landscaping, LLC.
- You may not download or upload copyrighted material not legally provided to you by Extreme Landscaping, LLC.
- All messages sent by you must be transmitted with your name attached.

Use of the Internet must not disrupt operation of Extreme Landscaping, LLC 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 of any message. Even deleted or erased messages are still retrievable. Violation of these policies may result in disciplinary action up to and including termination of employment.

#### **CONFLICT OF INTEREST**

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 Extreme Landscaping, LLC. The following, although not a complete list, are examples of activities that might create a conflict of interest and must be avoided:

- Ownership, directly or indirectly, by an employee of a substantial financial interest in any outside concern that:
  - Is a competitor of Extreme Landscaping, LLC;
  - Conducts business or seeks to do business with Extreme Landscaping, LLC, or furnishes, or seeks to furnish, its services or supplies or materials; and
  - The employee 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 that conflicts with the business interests of Extreme Landscaping, LLC.
- 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 Extreme Landscaping, LLC. (Also see the "Confidentiality" and "Moonlighting" policies.)



## **CONFIDENTIALITY**

As employees, you may be aware of company private information that if known to competitors could be harmful to Extreme Landscaping, LLC. This information should be kept confidential and not shared with anyone outside Extreme Landscaping, LLC. Violation of this policy may result in disciplinary action up to and including termination of employment.

Some employees may also be entrusted with proprietary information that is considered owned property and is for the exclusive use of Extreme Landscaping, LLC. Such information may include pricing formulas, corporate strategies, financial information, employee information, contractual documents, and customer lists. Those employees may be required to sign a confidentiality agreement, legally restricting the disclosure of this information. (Also see the “Conflict of Interest” and “Moonlighting” policies.)

## **DEDUCTIONS FROM PAY**

There are specific laws requiring us to deduct certain money, such as taxes and Social Security, from your pay each week. In addition, there may be other deductions made, such as uniform rental and cleaning, mandated child care payments or court-ordered deductions.

There may be other reasons for such deductions like purchases made from or through Extreme Landscaping, LLC or breakage or loss of company property if determined by Extreme Landscaping, LLC to be neglect or intentional abuse. In most cases, you will enter into a signed agreement with Extreme Landscaping, LLC, agreeing to the indebtedness and the pay deductions. We do not provide loans or pay advances.

## **MOONLIGHTING**

Moonlighting, as defined for our purposes, occurs when an employee is doing other work outside of their employment with Extreme Landscaping, LLC while employed by us. These acts are acceptable only in that they:

- Occur on your own time.
- Do not interfere with your employment with us.
- Do not compete with Extreme Landscaping, LLC in any way.
- Do not include the use of company equipment, materials, tools, or expense.

- Do not take any client or business away from Extreme Landscaping, LLC.
- Are not conducted, managed, or administered during company time.

Any client asking for work to be done will be referred to Extreme Landscaping.

Ownership or partnership in a company or enterprise that is competitive with Extreme Landscaping, LLC is not ethical and is not allowed. (See also the “Conflict of Interest” and “Moonlighting” policies.)

### **III. YOUR WORK**

#### **PAY SCHEDULE**

For all hours worked from Friday through Thursday, employees will be paid on the following Friday at the end of the day.

Extreme Landscaping, LLC does not provide pay advances or loans.

#### **WORK AUTHORIZATION**

The Company will comply with all the provisions of the Immigration Reform and Control Act of 1986, requiring proof of identity and U.S. Citizenship or work eligibility will be required. You will be required to sign the INS Form I-9 and provide proper identification (2 pieces) on your first day of employment. Proper identification includes a passport, driver’s license, social security card, state identification card, birth certificate, unexpired alien registration receipt card, etc. If you have any further questions about what proper identification to bring, please contact your Supervisor.

#### **PERSONNEL RECORDS**

Personnel records will be kept on all employees and are the property of Extreme Landscaping, LLC. Only job-related information is kept in personnel files. It is important that all the information in your file be accurate and up to date. Please notify us of any change in your personal information, such as; address, phone number, education, training, certifications, etc.

### **III. YOUR JOB**

## **ABSENTEEISM AND TARDINESS**

Your work with us is important. When you are not here it makes a difference. Absenteeism and tardiness prevent us from servicing our clients in a business-like and professional manner. They also impose a burden on other employees.

Start times vary for different crews and may be adjusted at the discretion of your supervisor. **We expect you to be on time every day.**

Any absenteeism or tardiness is a problem. Necessary and understandable absenteeism with proper notification we can work with. But habitual absenteeism and tardiness will be addressed and can lead to disciplinary actions including termination of employment. No-Call- No-Show absenteeism is even more serious and will not be tolerated. Any such cases can also lead to disciplinary action including termination.

**Two (2) consecutive days of No-Call or No-Show without an unacceptable cause is considered job abandonment and will be considered a resignation.**

## **UNEXCUSED ABSENCES**

We understand illness occurs and can be the cause for an unexcused absence. Consequently, the line between excused and unexcused absences can be blurred.

- a. All employees are permitted to have (3) three unexcused absences in a (6) six month period.
- b. The (4th) fourth will lead to discipline and/or termination.

In all cases, each unexcused absence will be documented on an employee unexcused absence form. If any employee provides proper documentation, the absence will be excused. Situations or occurrences will be handled on a case-by-case basis and the outcome will be made at the sole discretion of Extreme Landscaping, LLC. The decision by Extreme Landscaping, LLC will be final.

## **NOTIFICATION OF ABSENCE**

You must notify your immediate manager/ supervisor(s) as soon as you know you are not going to be at work on a day for which you are scheduled. **You should make that notification call no later than 5:30 am and this call must be made by you. Do not have relatives or friends make this call for you. A text to a supervisor that is not responded to, does not constitute a**

**notification. You must receive confirmation that it was acknowledged. Additionally a text to the office staff will not constitute notification because office staff do not arrive for work until after 5:30 am.**

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

If you must be absent because of a necessary appointment, we ask that you give us at least one (1) week notice if possible. Emergency situations will be honored on a case-by-case basis and at the sole discretion of Extreme Landscaping, LLC.

### **CELL PHONES OR TABLETS**

Cell phones or Tablets may be provided as necessary for work-related communications. Employees are expected to use them to conduct their daily job activities. Cell phones are not to be used to conduct personal business during work hours, except during lunch or breaks, or in cases of emergency. Please advise your friends and family to refrain from calling you except in those cases. As a guide, whether you are using your cell phone or ours, such personal use should never exceed five (5) minutes a day. Any personal use of company cell phones will be charged back to the user.

Company-issued cell phones or tablets are the property of Extreme Landscaping, LLC, and employees are required to reimburse Extreme Landscaping, LLC for lost or damaged cell phones.

Safety is a primary concern, thus cell phone use while driving a company vehicle is forbidden, unless you are using a hands-free device. Employees are prohibited from taking notes while driving a company vehicle or from using any head-set device that restricts normal hearing in both ears. Employees should refrain from engaging in stressful or emotional conversations while driving.

### **COMPANY VEHICLES**

Anyone who drives a company vehicle must maintain a valid driver's license and be insurable by Extreme Landscaping, LLC's insurance carrier. Both driver and passenger(s) must have the seat belts in full use whenever a company vehicle is used. No use of music, radio, or entertainment head-set electronics that may impede your hearing ability is allowed by any vehicle driver.

You must notify us in the event that you receive a citation for a moving violation, driving under the influence (DUI), or any restriction or loss of your driving privileges. You will be held responsible for all moving and parking violations. You are responsible for and must pay any fines issued for such violations.

No one under 18 years of age may drive any company vehicle or use company equipment, except in case of emergency. Be courteous to other drivers, and drive with caution. You have a company image to protect!

Only employees of Extreme Landscaping, LLC are allowed to ride in company vehicles. No nonemployee passengers are allowed in or on company vehicles.

All employees assigned to a company vehicle are responsible for inspecting the equipment of said vehicle. This includes, but is not limited to, brakes, lights, signals, oil and fluid levels.

All employees are responsible for cleaning the interior of their vehicle and keeping it clean to management standards on a daily basis.

Any violation of the company vehicle policy will result in disciplinary action, leading up to and including termination.

### **CUSTOMER RELATIONS**

Our clients see you as the face of Extreme Landscaping, LLC. Always treat them with respect. Foul language will not be tolerated on the job or in our offices. Be prompt and courteous, smile when you meet them, use proper language, and be helpful.

If the client changes the scope of work or alters the job in any way, you must check with your supervisor or the department manager before proceeding. Do so in a courteous, professional manner to assure that the customer has no ill feelings.

What Our Customers Expect:

- Attractive, clean, and manicured property
- Properly installed plant material and related items
- Easily identifiable, pleasant, and neatly-dressed staff
- Expert help when need
- Value for their money
- Personal attention and concern for their needs
- Respect and appreciation from staff

- Efficient, courteous service
- Swift and fair resolution of complaints
- Fulfilled promises

Eight Rules for Good Customer Service:

1. Always greet the customer pleasantly.
2. Know the customer's name and use it.
3. Smile.
4. Never argue with a customer. If you find yourself unable to speak courteously with a customer, call your supervisor.
5. Always say thank you.
6. Know your job. If you're not sure of the answer, get the answer from another staff person.
7. Maintain professionalism at all times.
8. Remember that our customers are your first priority. Please treat them with respect.

Job-Site Etiquette:

1. Radios — Personal radios will not be allowed.
2. Appearance — A uniform shirt must be worn at all times.
3. Clean up — At the end of each job or workday, the job site should be cleaned up and left free of trash, food containers, and other debris.

### **DRUG-FREE WORKPLACE**

In a commitment to safeguard the health of our employees and to provide a safe working environment for everyone, we have established this drug-free workplace policy. Under this policy, it is a condition of employment for team members to refrain from reporting to work or working with the presence of drugs or alcohol in their body. **Extreme Landscaping, LLC has no tolerance for any substance abuse in any form. A violation of this policy can result in immediate termination.**

### **THE ESSENTIAL PARTS OF THIS POLICY**

Extreme Landscaping, LLC prohibits the illegal use, possession, sale, manufacture, or distribution, of drugs, alcohol, or other controlled substances on its property. It is also against this policy to report to work or to work under the influence of drugs or alcohol. Any employee who is taking any prescription drug that might impair safety, performance, or any motor

functions must advise his or her supervisor of this fact before reporting to work under the influence of such medication.

### **DRUG AND ALCOHOL TESTING**

Extreme Landscaping, LLC, at their discretion, may use the following drug-screening methods as part of our drug-free workplace policy:

- **Pre-Employment:** All new employees may be tested for drug and substance use. Extreme Landscaping, LLC will employ no one who tests positive. All offers of employment are contingent on the results of this pre-employment drug test.
- **Reasonable Cause Testing:** An employee will be tested when there is reasonable suspicion that he/she is using or has been using illegal drugs or alcohol.
- **Incident Testing:** In the event of an accident or incident wherein injury or property damage occurs, all involved parties will be tested for drugs and/or alcohol.
- **Follow-up Testing:** An employee who has been determined to have used drugs or alcohol and is permitted by Extreme Landscaping, LLC to return to work will be subject to unannounced follow-up drug tests.
- **Random Testing:** Employees who drive or operate any equipment for Extreme Landscaping, LLC are subject to random drug testing.

Any employee who refuses to submit to testing or fails such testing will be subject to immediate termination of employment.

### **EMERGENCY PROCEDURES**

In the event of an on-the-job injury, act immediately to assure that you are safe then follow these procedures.

1. In a life-threatening emergency, call 911 as soon as possible.
2. In a non-life-threatening emergency, contact your supervisor. Your supervisor will determine if the injury is severe enough to require professional medical attention. You will be directed to the nearest medical facility if the injury requires immediate attention. If the injury is less severe, you will be directed to an appropriate facility for care.
3. An employee injury report must be filled out as soon after the injury as possible (witnesses to the injury should also fill out a statement regarding the injury). These forms may be obtained from your supervisor.

In accidents involving personal injury or equipment damage in excess of \$500, all employees involved, including the injured employee, may be required to submit to a drug and alcohol test.

### **EMPLOYEE SUGGESTIONS**

We truly value your suggestions for improvement and your ideas for better ways to do things. Although you may do so formally in writing, we also encourage you to tell us your ideas and suggestions on the job every day. If you feel that you are experiencing difficulty or problems, you are welcome to use the more formal "Grievance Procedure." (See "Grievance Procedure.")

### **EMPLOYMENT CATEGORIES**

For purposes of salary administration and eligibility for overtime payments and employment benefits, Extreme Landscaping, LLC classifies its employees as follows:

- **Regular Full-Time Employee:** A full-time employee normally is scheduled for 40 or more hours per week year-round. Regular full-time employees are eligible for company benefits as listed in the "Benefits" section.
- **Seasonal Employee:** Seasonal employees are employed for our high-volume season and normally are scheduled 40 hours or more per week. They are eligible for Social Security, workers' compensation, unemployment compensation and employee events, but are not eligible for any other benefits.
- **Part-Time Employee:** Part-time employees are those normally scheduled for 30 hours or less per week or nine (9) months per year. They are eligible for Social Security, workers' compensation, and unemployment compensation, and employee events, but are not eligible for any other employee benefits.
- **Foremen:** Supervises crews and employees. May also work alone on projects. Non-foremen employees may occasionally be assigned foreman level work or to work alone on projects. This is not considered a promotion. Promotions will be based upon needs or new positions opens.
- **Salaried Non-Exempt:** Non-exempt employees who are compensated a fixed weekly salary regardless of how many hours they may work in our work week, whether few or many. Such employees re paid overtime but at a reduced rate. (FLSA 29CFR 778.114 "Fixed Salary for Fluctuating Hours")



**All employees also fall into one of the following categories:**

- **Non-exempt Employees** (hourly paid): Employees who, in compliance with the Federal Labor Standards Act (FLSA) and because of the nature of the work they do, are paid overtime at the rate of one and one-half (1½) times their regular rate of pay for all hours worked over 40 hours in our workweek.
- **Exempt Employees** (salaried): Employees who, because of the nature of the work they do, are exempt from the overtime provisions of the FLSA. Executives, professional employees, outside sales representatives, certain computer programmers, and employees in some administrative positions are typically exempt.

(Also see special notice under “Overtime.”)

**EQUIPMENT AND TOOL USE**

Extreme Landscaping, LLC does not lend or provide equipment, trucks, tools, or allow the use of its facilities for personal use at any time. No employee may remove any company equipment or property from Extreme Landscaping, LLC for personal use.

Employees who are entrusted with a specific piece of equipment are responsible for maintaining it while it is in their care:

- Watch for signs of failure.
- Ensure that all safety guards and devices are intact and in working order.
- Inform their supervisor immediately if they notice any problems with the equipment.

Employees should not attempt repairs unless you have prior approval of your supervisor.

If any tools or equipment items are lost or damaged because of malicious intent, repeated carelessness, or gross negligence, you will be held responsible for the cost of repairs or replacement. Each incident will be decided on a case-by-case basis and at the discretion of Extreme Landscaping, LLC.

## **FACILITY MAINTENANCE**

It is the responsibility of each employee to keep the entire facility and our customers' job sites clean and free of trash. Supervisors must assure that each site is checked before leaving and that our facility is checked at the end of each day.

## **GRIEVANCE PROCEDURE**

We are interested in hearing any suggestions for improvement or any complaints that you may have concerning your welfare. At any time, you should feel free to express yourself and to seek advice on any matter that may seem to be operating to your disadvantage.

If you feel that your concerns should be formalized, the following procedure should be used:

1. We feel that most problems will be resolved by discussing them with your peers. You will find that a timely, open, and honest talk is generally the easiest and most effective way of dealing with problems that arise.
2. However, if for any reason you are unable to arrive at a satisfactory solution or if you feel you have a problem you cannot discuss with him or her, you should go directly to your supervisor to discuss the issue.
3. If after discussing this with your supervisor you feel that your issue has still not been resolved, or if for any reason you feel that the matter cannot be discussed with your supervisor, you should bring the issue directly to the owner(s). You may do so in writing if you prefer. You will receive a response within three (3) working days. The decision of the owner(s) will be final.

There will be no retaliation against any employee for expressing or filing a grievance.

## **HARASSMENT**

Harassment is a form of discrimination for any illegal motives. This form of harassment includes acts, slurs, insults, jokes, or other acts of conduct or mannerisms that harass or intimidate individuals based on their race, religion, national origin, color, gender, age, disability, or veteran status.

If you feel that you have been subjected to or are aware of illegal harassment in our workplace, you should bring this matter to the attention of your supervisor immediately. If that is not practical for any reason, then you should bring this to the attention of the owner(s). An investigation will be conducted

and the issue will be resolved. Being found guilty of illegal harassment may lead to disciplinary action up to and including termination of employment.

### **INCLEMENT WEATHER AND REPORTING TO WORK**

In the event of inclement weather, you are expected to report to work at the determined time unless you have been notified otherwise. We normally work in conditions that are slightly inclement but do not present a hazardous situation. Inclement weather may include rain or wind. If management considers the conditions to be excessive, you may be notified not to come in or may be sent home. If notified not to come in, you will not be paid for the day. If sent home after starting work, you will be paid for the time you were on duty. If a weather day causes cancellations to our clients, the day will be made up on Saturday following the weather event. **Your attendance is mandatory unless a supervisor determines your attendance is not needed.**

### **LUNCH AND BREAKS**

A lunch period of 30 minutes may be taken for field employees, if anyone on the crew wishes to take a lunch break. Office employees are required to take an hour lunch daily and your supervisor will assign the time of your break. Lunch periods are unpaid and must be taken at or near the job site. You must clock out for your lunch breaks.

If you decide to take a lunch break, you must indicate this by indicating so on Service Autopilot by selecting "Start Break" and "End Break".

### **NEW EMPLOYEE 90-DAY INTRODUCTORY PERIOD**

All new employees will be in a 90-day introductory period. 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 Extreme Landscaping, LLC to determine whether we are a good fit. Employees may not use any leave time during this period. After the introductory period, Extreme Landscaping, LLC may choose to change the hourly or salary pay based on the employee's abilities, skills, and overall performance demonstrated. That amount may be increased or, in some rare cases, decreased.

During this 90-day period, Extreme Landscaping, LLC may decide to take corrective steps, disciplinary action, or terminate employment at its discretion. In such cases, the employee is not allowed the use of the "Grievance Procedure," or the "Performance Improvement Program" (PIP), except as determined by Extreme Landscaping, LLC. Guidance and assistance may be offered at the discretion of Extreme Landscaping, LLC.

You and your supervisor should work together constantly to maintain, improve, and keep the flow of two-way communication open.

### **OVERTIME**

Overtime is only allowed if authorized directly by your supervisor or the owner. Hourly (non-exempt) employees who work more than 40 hours in our workweek (Friday through Thursday) will be paid one and one-half (1½) times their normal hourly rate of pay for each hour worked over 40 in our workweek.

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

### **PAY AND PROMOTION**

At Extreme Landscaping, we choose to be an industry leader regarding compensation for our employees. We want you to make as much money as possible for your work!

Pay for Performance (aka P4P) is designed to reward those employees who are hard workers by allowing them to be compensated at a rate higher than an employee who is not as efficient. These types of employees can perform high standard work in an efficient manner while being safe. They can perform more work in the same amount of time as a less efficient employee or crew.

Effectively, each employee can control their own paycheck and pay rate (i.e. giving themselves a raise and making more money by completing more Budgeted Hours). Conversely, an inefficient and slow employee will make less money because they cannot perform as many Budgeted Hours.

Pay for Performance is designed to make employees and crews think like owners. Results from their performance determines whether *they* make or lose money and whether the *company* makes or loses money.

**The Bottom Line is everyone wins financially when our employees are Smart, Efficient, Hard Working, and Motivated.**

## **Pay For Performance (P4P) Rules**

### **1. New Hires or Probationary Employees:**

- A.** All new hires will be on a probationary period of ninety (90) days. During this time, they will be considered an employee in training or “Probationary Employee”. A “Probationary Employee” is not eligible for Pay for Performance (P4P) during this time.
- B.** A new hire’s pay rate and pay structure is at the sole discretion of the company.
- C.** **Any employee who is placed on a probationary status due to any reason is NOT eligible for P4P. Said employee’s pay rate will be a traditional pay structure (Clock In and Clock Out). Their pay rate will be \$11.50 per hour (Base Pay).**
- D.** If an employee is already a “Probationary Employee”, their probation status could be extended an additional thirty (30) days if employment termination does not occur.

### **2. Pay for Performance (P4P) Pay Rate:**

- A.** All non-salaried employees, are guaranteed a wage pursuant to rate of minimum wage. The current minimum wage is \$11.50 per hour. P4P is not guaranteed and considered a bonus compensation within Extreme Landscaping, LLC. I understand that if am not able to perform my work within the budgeted hours assigned, I am reducing my effective hourly rate for P4P. I understand the rate will not be less than minimum wage. I understand that while I am compensated on P4P, I can accrue overtime and will be compensated at a rate of 1.5 (time and a half) x \$16.50.
- B.** The current Pay for Performance (P4P) pay rate is 33% of \$50.00 per man hour sold (also known as Budget Hours). This is equal to \$16.50 per budgeted man hour of work performed.
- C.** All performance by employees will be constantly evaluated to ensure Extreme Landscaping, LLC (hereafter referred to as “Company”) goals are being met. If it is determined performance is not being met or conversely, exceeding expectations, the Company reserves the right to increase or decrease the percentage rate of P4P pay. The current percentage is 33%.
- D.** You will be compensated at \$16.50 (33%) for the Budgeted Hours for the day/week. For example: If you are on a two-man crew and your crew has fourteen (14) budgeted hours for that day, you are tasked with performing seven (7) hours and your partner is tasked with seven (7) hours. This example results in a Gross Pay for that day of \$115.50. (\$16.50 x 7)

**E.** All P4P employees are expected to monitor their Budgeted Hours and perform the work within said time period. If an employee fails to perform the work within the allotted time-period, the P4P employee is expected to complete the work in a professional manner and maintain the Company standard. The employee should not be discouraged when this occurs and recognize the P4P structure is based on the entire day and not one property.

**F.** Only in extreme circumstances will the Company adjust the budgeted hours if an employee or crew exceeds their allotted time. This adjustment is not a given and should not be expected by the employee or crew. Any adjustment will be reviewed by Jeff McConaughey, Scott O'Neal, and/or Jeff Weaver. The decision outcome for approval or denial is FINAL.

**G.** If you are a P4P employee and voluntarily resign from the company, your final paycheck will be compensated at P4P pay. A voluntarily resignation means a Resignation Form is signed by the employee. If a voluntary resignation is not signed by close of business on Thursday of that pay period, your final paycheck will be based on your clock-in and clock-out times for the pay period. As previously stated, each employee is guaranteed minimum wage (\$11.50), therefore you will be compensated at that rate and in that manner.

**H.** If you are a P4P employee and are terminated from employment, your final paycheck will be based on your clock-in and clock-out times for the pay period. As previously stated, each employee is guaranteed minimum wage (\$11.50), therefore you will be compensated at that rate and in that manner. Termination is defined as separation from Extreme Landscaping, LLC that is not voluntary. This also includes employees who no call and no show as this is a violation of company policy that can result in termination.

### **3. Base Pay Rate:**

**A.** All non-salaried employees are expected to perform duties that are non-revenue generating. Examples of this may include, but are not limited to Dump Runs, Filling of Chemical Jugs, Sharpening Blades, General Equipment Maintenance, Cleaning Interiors and Exteriors of Trucks and Trailers, and Shop Maintenance and Cleaning.

**B.** The Company understands and recognizes the need to compensate employees for these activities. The Company will pay these employees a standard *Base Pay* rate of \$11.50 per hour. These jobs are referred to as "Base Pay Work and Base Pay Rate"

**C.** To receive compensation, all employees must seek PRIOR approval from the Company or the designated representative prior to completing all Base Pay Work. *The two exceptions where prior approval is not needed is Dump Runs and Travel Pay.*

**D.** All employees must submit their own hours on the Base Pay Form next to the time clock to receive compensation. It is the sole responsibility of the employee to document the hours. The Company will not keep track of their hours. Any request must be submitted by close of business on Thursday to receive compensation.

**E.** Any submissions, discrepancies, or denials of base pay requests will be reviewed by Jeff McConaughy and/or Jeff Weaver. The decision outcome for approval or denial is FINAL.

**F.** An example of a denial could include requesting base pay for a dump run while you are being compensated for a P4P job (i.e. leaving a job early to go to the dump and “double-dipping” pay for the job and receiving pay for going to the dump). This type of submission is considered employee theft and could result in disciplinary action or termination.

**G.** A second example of a denial could include requesting Travel Pay while you are being compensated for a P4P job (i.e. leaving a job early to return to the shop and “double-dipping” pay for the job and receiving pay for travel). This type of submission is considered employee theft and could result in disciplinary action or termination.

#### **4. Incentives:**

**A. Crew Leader Bonus:** Crew Leaders will be incentivized an extra \$1.00 per hour for a standard work week. This is equal to \$40.00 per week. The crew leader pay is a standardized bonus and is paid out as such. Note: It is not based on Budgeted Hours. If a crew leader is absent for any reason, they do not receive the crew leader bonus for that day.

**B. Training Bonus:** Any non-salaried employee (most often Crew Leaders) have the opportunity to be a trainer. To be a trainer, you must be approved by the Company and recognized as an individual who is aligned with the company goals and culture. All trainers will be incentivized an extra \$1.00 per hour for a standard work week *while training a new employee*. This is equal to \$40.00 per week. The trainer pay is a standardized bonus and is paid out as such. Note: It is not based on Budgeted Hours. If a trainer is absent for any reason, they do not receive the bonus for that day as they are not training an employee. An employee who is training a new employee must complete the “Field Training” Form in Service Autopilot to be eligible to receive Training Pay for that day.

**C. Travel Pay:** Any non-salaried employee who travels outside of Las Cruces, NM (i.e. Alamogordo or El Paso, TX) will be compensated one Travel Pay Hour (\$11.50) for each direction of travel (To/From).

#### **5. Adjustments and Deductions:**

**A. Callbacks:** If any P4P employee or crew receives a callback or return due to unsatisfactory work or performance, that employee or crew is expected to return to resolve the issue. The P4P employee has already been compensated for this job on their first visit and consequently will not receive additional Budgeted Hours for the

return visit. All callbacks will be reviewed by Jeff McConaughey and/or Jeff Weaver. The decision to adjust or deduct budget hours is FINAL.

**B. Returns:** If any P4P employee or crew receives a callback or return due to unsatisfactory work or performance and *they are not* able to perform the work resulting in *another* employee or crew correcting the issue, we will deduct the actual hours the correcting employee or crew needed to perform the work from the original employee or crew. All callbacks will be reviewed by Jeff McConaughey and/or Jeff Weaver. The decision to adjust or deduct budget hours is FINAL.

**C. Damaged Equipment:** If any crew damages equipment from care or negligence, each employee on that crew is subject to a deduction from performance pay. The deduction cannot exceed \$100 and cannot extend beyond one paycheck. In addition to the P4P deduction, the offending crew member(s) that caused the damage is subject to disciplinary action. All damaged equipment will be reviewed by Jeff McConaughey and/or Jeff Weaver. The determination of care or negligence and decision to deduct performance pay is FINAL.

**D. Damaged Property:** If any crew damages property belonging to any person or Company (Client or Non-Client or Extreme Landscaping or Other Company) from negligence, each employee on that crew is subject to a deduction from performance pay. The deduction cannot exceed \$100 and cannot extend beyond one paycheck. In addition to the P4P deduction, the offending crew member(s) that caused the damage is subject to disciplinary action. The determination of care or negligence and decision to deduct performance pay is FINAL.

In addition, there are other factors Extreme Landscaping, LLC takes into consideration in determining what an employee's pay and status should be. Among them are:

1. Competency Certification Check Lists (i.e., CLT, CLP, CAEM, Pesticide License, CDL, etc.)
2. Employee Performance Reviews
3. Level of professionalism displayed in all his/her work and relationships

As you acquire the skills and responsibilities that make you a more valuable employee, you are eligible to earn increasingly higher pay and promotions to positions that require more responsibility.

## **PERFORMANCE REVIEWS**

Although an employee's work performance may be reviewed and discussed on a regular basis, each employee will be given a formal performance evaluation at least once each year. In some cases, the Performance Improvement Program (PIP) may be that evaluation.



You may request to sit down with your supervisor/manager for a formal 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 pay increases.

### **PERFORMANCE IMPROVEMENT PROGRAM (PIP)**

It is our desire to help you be the best in your job that you can be. 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 supervisor and request guidance or assistance in that improvement. This is certainly the preferred way to achieve improvement, by you, proactively seeking to improve your abilities and skills.

In some cases, however, we may take the lead by addressing the desire for improvement or change to you. We may do this through the Performance Improvement Program (PIP).

This PIP consists of three steps:

1. **Verbal Discussion:** Your supervisor or a member of management will personally and verbally bring the matter to your attention with the goal of helping you to develop better performance or behavior.
2. **Written Notice:** If there is no success through step 1, a written notice stating the needs for improvement and the necessary actions to be taken, will be sent to you and also placed in your personnel file. Timelines and measured progress may be identified.
3. **Probation:** If steps 1 and 2 have not proven successful, you may be placed on performance probation. This will be a written document identifying the history of the issue. It will include specific milestones that must be achieved. There will be a specific duration of this probation that in most cases will be from 30 to 90 days. Failure to achieve the required performance can result in terminating your employment.

However, if at any time during the PIP process it becomes identifiably clear to Extreme Landscaping, LLC that proceeding through the steps will be fruitless, the process may be stopped at any time and progressed immediately to termination.

## RESPECT FOR THE ENVIRONMENT

All employees are expected to:

- Comply with all environmental laws and regulations.
- Promote the conservation of energy and natural resources through efficient use.
- Work diligently to protect the environment on the job.

## SAFETY

Above productivity or profit, your first concern must be for the safety of yourself and your fellow employees. We will regularly have discussions on safety issues and review safety concerns. *You must wear safety gear including eye protection, hearing protection and gloves, every day when performing work.* Your performance evaluations and continued employment are directly related to your safe work habits.

*It is the employee's responsibility to notify the appropriate supervisor immediately if he/she sustains an injury, illness, and/or is involved in an accident/incident.* An accident 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. **Remember, if we can't do it safely, then we don't do it.**

## 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 Extreme Landscaping, LLC. There is often a great deal of confusion about sexual harassment, however, it is described here.

### **Sexual harassment includes, but is not limited to:**

- Unwelcome sexual advances
- Requests for sexual favors
- Verbal or physical conduct of a sexual nature

Sexual harassment is unlawful discrimination based on sex when:

1. Submission to such conduct is explicitly or implicitly a requirement of the individual's employment; or
2. It is used as a basis for any employment decision concerning that individual; or

3. Such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment is prohibited by the Civil Rights Act of 1964, by the regulatory guidelines of the Equal Employment Opportunity Commission, by applicable state and local law, and by our own policy.

Sexual harassment as so defined will not be condoned. *Our employees are absolutely prohibited 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 action includes an immediate and fair investigation in order to establish the facts. After which a decision will be made as to the validity of the charges and innocence or guilt of the charged party and the appropriate action to be taken, if any. Appropriate disciplinary 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 include your behavior to clients and the general public.

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
- Subtle pressure for sexual activity
- Sexually suggestive remarks, jokes, and jesters
- 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, or cartoons

- Electronic communications (e-mail) of a sexual nature involving either members of the opposite or same sex

### **Reporting Sexual Harassment**

If you believe that you have been sexually harassed, or if you become aware of someone being sexually harassed, it is your responsibility to **immediately** report that harassment to your supervisor or to the owner. Retaliation against an employee for reporting such incidents or because a fellow employee participated in an investigation is prohibited and will not be tolerated. Any suspected retaliation also must be reported immediately.

### **Investigating Sexual Harassment**

It is Extreme Landscaping, LLC's policy to investigate all such complaints in a timely and impartial manner. The investigation will attempt to determine if any harassment has occurred and, if so, the appropriate remedies. All persons involved in an investigation are required to maintain strict confidentiality about the matter. The accused employee's rights will be protected during the course of any investigation. Guilt will not be assumed and all parties are innocent unless and until reasonable guilt has been established.

### **Consequences**

Where a violation of this policy is found to have occurred, appropriate action will promptly be taken. An impartial investigation will be conducted. If such charges are reasonably established, an employee may be subject to disciplinary action, up to and including termination for any act of sexual harassment committed or condoned. False, malicious accusations may also result in the same course of action.

## **SMOKING AND TOBACCO**

**Smoking and/or tobacco use is not allowed on a customer's property at any time.**

## **SOLICITATION AND DISTRIBUTION**

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, it is Extreme Landscaping, LLC's policy not to permit solicitations of any kind in working areas or job sites during our workday, including meal breaks and rest periods. There will be no distribution of literature or products on company property or job sites during our workday.

Nonemployees are likewise prohibited from distributing materials or soliciting employees on Extreme Landscaping, LLC's premises and job sites at any time.

### **TERMINATION OF EMPLOYMENT**

There may be many reasons for either you or Extreme Landscaping, LLC to decide to end our employment relationship. It may be that we just do not make a good fit or that you have better opportunities elsewhere. In that event, we would like to carry out such a decision in a professional manner.

### **VOLUNTARY RESIGNATION**

If you have decided to leave us, we would like to make our separation professional and with mutual respect. We request that you give us at least two (2) weeks' notice, if possible. Before leaving, you must return all company items, including uniforms, tools, equipment, and any other property belonging to Extreme Landscaping, LLC.

### **LAYOFF**

A layoff is defined as a cessation of employment for non-disciplinary reasons. When the volume of work Extreme Landscaping, LLC has no longer requires the number of employees we have, there may be cause for a layoff. Decisions on who will be laid off is entirely at the discretion of Extreme Landscaping, LLC and may be based on many factors, including the skills, performance, work record, and length of service of employees.

Those laid off may be eligible for rehire at the discretion of Extreme Landscaping, LLC.

### **CAUSES FOR IMMEDIATE TERMINATION**

In most cases, employee performance or behavior issues will be addressed through the Performance Improvement Process (PIP). But in rare cases they may be cause for immediate termination. This will be decided on a case-by-case basis. The following are examples of the gravity of such cases:

- Use of, or being under the influence of, illegal drugs or alcohol on company premises, on company duty, or in the presence of our clients
- Insubordination
- Bringing firearms or explosives onto company property or using them on company time

- Theft of Extreme Landscaping, LLC's, a client's, or an employee's property
- Fighting or displaying violent behavior
- Being found guilty, after investigation, of sexual harassment
- Failure to meet expectations during the 90-day probation period
- Improperly removing or giving away company materials, tools, equipment, or property
- Unreported absence from work for three (3) days is considered abandonment of your job and a resignation.

### **TRAVEL**

Travel to and from work each day is not paid by Extreme Landscaping, LLC.

If you travel overnight for company business, all reasonable costs of transportation, lodging, personal telephone calls, and meals (three per day) are reimbursable when authorized by management.

### **UNIFORMS AND APPEARANCE**

You represent our company to the public. A professional appearance and conduct is the image we must all present. Treat our customers and each other with respect and a willingness to help.

All employees are required to wear all assigned uniforms at all times and 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 to our customers.

All employees are provided with (11) uniform shirts and (11) uniform pants when their probationary period ends. Uniforms are the property of UniFirst Uniform Company and Extreme Landscaping, LLC. They are supplied to you at a rate of \$15.00 per pay check. This fee covers the laundering and repair should any normal wear and tear occur. **If your uniforms are lost, negligently abused, or failed to be returned upon separation, you will be charged for new uniforms at a rate determined by UniFirst. You must return all items if you leave Extreme Landscaping, LLC. Failure to do so will result in their cost being deducted from your final paycheck.**

You are to wear your uniform every day. **If you show up at work without your full uniform, you may be sent home. All employees must wear a Company shirt and pant at all times. You must provide your own safety shoes.** No open-toe shoes, sneakers, running shoes, or sandals are to be worn on the job. Employees must wear protective steel-toe work boots on the job. You may not alter or disfigure your uniform in any way.

### **VIOLENCE IN THE WORKPLACE**

Extreme Landscaping, LLC recognizes the need to provide a secure working environment free from threats or acts of violence against employees. In our effort to provide a violence-free workplace, Extreme Landscaping, LLC is committed to having open lines of communication between members of management and employees.

Threats of violence and acts of violence by employees against coworkers, supervisors, customers, or other third parties are expressly prohibited. Complaints of threats of violence or of actual incidents of violence should be reported to the supervisor immediately.

No weapons of any kind are allowed on company property or on our job sites.

Violations of our nonviolence policy may lead to disciplinary action up to and including termination of employment.

### **WORKWEEK**

Our workweek begins on Friday morning at 12:00 a.m. and continues through to Thursday at 11:59 p.m. All nonexempt (hourly paid) employees who work more than 40 hours during this period will be paid one and one-half (1½) times their regular rate of pay for all hours worked in excess of 40 hours.

## **IV. YOUR BENEFITS**

### **Leave Benefits**

#### **BEREAVEMENT LEAVE**

All regular, full-time employees who have been employed for at least (12) months 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, parents, grandparents of the employee, stepparents, brothers, sisters, stepbrothers, stepsisters, children, stepchildren, aunts,

uncles, and parents-in-law. Requests for bereavement leave should be made through your supervisor.

### **JURY DUTY**

Extreme Landscaping, LLC feels it is important that employees fulfill their jury duty responsibilities when called. If you are subpoenaed for jury duty during regularly scheduled working hours, you will be allowed off but it is not paid time. It is your responsibility to notify your supervisor 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 unless a supervisor dismisses you for the day.

### **LEAVE OF ABSENCE**

Leave of Absence (LOA) is defined as approved, unpaid time away from your job for more than 30 days. Should you require extended time away from your job, please make your request in writing, to the owner(s) at least one month in advance if possible. Decisions to grant an LOA for other than maternity and disability reasons will be based on company schedules and needs, the workflow, your length of service, previous requests, attendance and job performance, as well as the length and reason for the proposed absence. LOA are unpaid time.

The LOA will not be counted as time earned for vacation leave, benefits, or for any other company purposes.

You must contact the owner(s) at least every two (2) 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 Extreme Landscaping, LLC. Either the employee or Extreme Landscaping, LLC may elect to have any earned vacation time used during this leave.

### **LEAVE WITHOUT PAY**

Leave Without Pay (LWOP) is defined as an approved, unpaid time away from your job for up to 30 days. LWOP may be requested by you or may be assigned to you by Extreme Landscaping, LLC. If you require LWOP, you may request up to 30 days of unpaid leave in writing. Please give us at least two (2)



weeks advance notice on your request. During LWOP, your time off will not be counted for vacation and other service time-related purposes.

In some cases, such as in disciplinary actions or investigations, Extreme Landscaping, LLC may place you on LWOP. LWOP is unpaid time.

### **MATERNITY AND DISABILITY LEAVE**

If an employee is unable to perform his or her work duties or responsibilities because of pregnancy or any other medical reasons, he or she may be granted, on request, an unpaid leave of absence.

The request for disability leave must be in writing to the owner(s). The request must include the reason for the leave as well as the beginning date of the leave and the return-to-work date. Disability leave will not automatically be granted but each request will be considered individually on its own merits and at the sole discretion of Extreme Landscaping, LLC. Employees are expected to provide as much advance notice as possible. Before approving the leave, Extreme Landscaping, LLC may require reasonable documentation verifying that a medically related disability exists that prevents the employee from performing his or her job.

While on approved maternity or disability leave, an employee will not lose his or her seniority, previously earned benefits, or job position. However, if this period exceeds 30 days, then none of the leave time will be counted toward vacation, seniority, or for any other company-related purpose.

Either the employee or Extreme Landscaping, LLC may elect to have any earned sick leave or vacation time used during this leave.

### **MILITARY LEAVE**

In compliance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), Extreme Landscaping, LLC provides this leave benefit for employees who serve in the Military/National Guard and/or Reserve Duty. If you are required to be absent from your position for National Guard or military reserve annual training duty or for any official military requirement, you will then be granted unpaid leave. This is normally expected to be approximately two (2) to four (4) weeks. It is essential that you advise the owner(s) as far in advance as possible.

If you are called to active duty, your position, or one of similar pay and rank, will be provided to you on your return in compliance with the USERRA regulations. All active-duty time served will be applied to your eligibility for vacation benefits.

## SICK LEAVE

After one full year of service, regular full-time employees will be eligible for two (2) days of paid sick leave each year. Sick leave, whether in full days or hours within a day, will be charged to your sick days and is to be used only for the sickness of the employee. Sick days are not accumulated from year to year.

It may not be used to extend vacation time or for any other kind of personal leave. All employees — both nonexempt and exempt — who are unable to report to work because of illness or injury should notify their supervisor before the scheduled start of the workday. Refer to the “Unexcused Absence” section for more details.

If an employee is absent for more than three (3) consecutive days because of illness or injury, he or she must provide a physician’s statement verifying the employee was unable to work for medical reasons. An employee who fails to report to work after two (2) days without reporting an illness or injury and, subsequently, does not provide a physician’s statement will be presumed to have resigned. **If any employee has used their sick time and needs to take a sick day, a doctor’s note is required for the absence to be excused. If the employee obtains a doctor’s note but does not have any leave pay available, they will not be paid for this day and it will not count against the “Unexcused Absence Policy”. If no note is obtained it will count as an unexcused absence.**

## VACATION

All regular, full-time employees with at least one (1) year of continuous employment are eligible for paid vacation. Paid vacations are granted as eight (8) hour days and five (5) day weeks.

Eligibility for paid vacation is based on completing consecutive years of service as follows:

- After 12 consecutive months (one year) of service time One (1) week
- Vacation time must be used within one year (12 months) of being granted and may not be rolled over into the next year.

**All employees requesting vacation time must complete a “Time Off Request” which is available in the office or from your manager. Vacation time may be denied April through October. Please submit your request for vacation time at least two (2) weeks in advance. Vacation schedules are approved at the discretion of your supervisor.**

### **VOTING IN PUBLIC ELECTIONS**

You are encouraged to participate in your civic duty by voting in public elections. On Election Day, you will be released with sufficient time to participate in the election.

## **Other Benefits**

### **EMPLOYEE PURCHASE PLAN**

All employees who have completed their 90-day probationary 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 Extreme Landscaping, LLC in any way. At your request and with your signed agreement, the payment for such purchases will be deducted from your paycheck.

### **SOCIAL SECURITY**

As required by federal law, both you and Extreme Landscaping, LLC contribute to your Social Security benefits. Social Security may provide you with retirement income, disability income, and death benefits.

### **UNEMPLOYMENT COMPENSATION**

As required by state law, Extreme Landscaping, LLC provides and pays for Unemployment Compensation (UC) for all employees. In the event that you are unemployed or are seeking employment and are ready, willing, and able to accept employment, you may qualify for temporary financial assistance through the State Unemployment Insurance Program.

### **WORKERS' COMPENSATION**

In the event of a work-related accident or illness that causes you to incur medical expenses and/or lost time, you may be eligible for workers' compensation. You must report all work injuries immediately to your supervisor.

**V. EMPLOYEE HANDBOOK RECEIPT AND ACKNOWLEDGEMENT**

**Employee Name:**

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Please Print

I acknowledge that I have been notified a copy of Extreme Landscaping, LLC's employee handbook is available to me at [www.extremelascruces.com/employees](http://www.extremelascruces.com/employees). I understand a copy is also available for my viewing in the office at any time. I agree to read it immediately and to follow these policies. If I have any questions or concerns, I will bring them immediately to the attention of my supervisor or the owner(s).

Further, I understand that Extreme Landscaping, LLC is an Employment at Will (EAW), employer and as such, I may cease my employment with them at any time and for any reason and that Extreme Landscaping, LLC may also cease employment with me at any time and 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 Extreme Landscaping, LLC.

Nothing in this employee handbook is intended to deprive any employee of their Federal Labor Standard Act (FLSA) section 7 and section 8 rights.

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Signature

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Date