



**“Superior Service from the Ground Up”**

# **Team Member Handbook**

**Triple J, LLC  
Triple J Grassing, LLC  
Estate Landscaping & Lawn Management, LLC**

**Related companies of  
Triple J Management LLC**

**Updated June 1, 2018**

# TRIPLE J MANAGEMENT, LLC

## AND ITS RELATED COMPANIES

### TEAM MEMBER HANDBOOK

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**TRIPLE J Management, LLC  
&  
Related Companies**

**Welcome and thank you for joining our team!**

**People are the most important resource of any company.** Finding good team members to be a part of our company and retaining these team members for a long-term relationship is essential if our company is to enjoy continued success.

**TRIPLE J Management, LLC** operates three affiliated companies:

- **Triple J, LLC** has been trucking fill dirt, aggregates, and asphalt to southwest Florida's construction industry since 1976.
- **Triple J Grassing, LLC** provides full grassing and seeding services and assists customers in addressing an extensive range of grassing and soil erosion issues.
- **Estate Landscaping & Lawn Management, LLC** provides resorts and businesses, institutional properties and residential customers with a fully integrated landscape maintenance service.

**OUR HISTORY**

Since 1976, TRIPLE J has played an important role in the growing of Southwest Florida, literally laying the groundwork for a wide range of successful residential, commercial and government projects.

Our capabilities have grown to allow us to handle a multitude of complex, large-scale projects with confidence. The addition of **ESTATE LANDSCAPING & LAWN MANAGEMENT, LLC** also enables us to provide disciplined ongoing care for projects of all sizes.

Our business operations have grown as well, to provide our clients with the attention, service and accountability they deserve. The customer service team includes experienced professionals with accounting, engineering and business backgrounds. Professional credentials and memberships are maintained to further assure clients of knowledgeable, expert services.

Most importantly, all remains family-owned and operated dedicated to providing our clients with personal attention and superior construction services.

Welcome to our family.

***KEVIN KOLLMANN***  
**President**

## **THIS TEAM MEMBER HANDBOOK**

The statements in this team member handbook are not a full and complete documentation of all the policies, procedures and benefits of Triple J Management, LLC and its related companies (collectively “The Company”). This is a general overview of the policies, procedures and benefits as well as general information about employment with us. The policies in this handbook may be changed at any time at the sole discretion of The Company.

All team members are expected to follow the policies and procedures outlined in this handbook. Any violation of these or any other Company policies, practices or procedure will subject a team member to discipline up to and including termination.

Nothing in this handbook is to be considered a contract of employment or a guarantee of continued employment. Team members should contact Human Resources with any questions regarding this Handbook.

## **EMPLOYMENT AT WILL**

Triple J Management, LLC (The Company) and its related companies are employment at will employers. 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. Both you and the Company have the right to terminate your employment at any time. No supervisor, manager or representative of the Company, other than Pam Kollmann or her representative designated in writing 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 shall not be valid unless it is in writing and signed by both the company representative and the team member.

## **EQUAL EMPLOYMENT OPPORTUNITY**

Triple J Management, LLC (“The Company”) and its related companies are equal employment opportunity employers. As such The Company does not discriminate in any employment decisions or actions including hiring, promotion and compensation based on race, sex, national origin, pregnancy, religion, color, age, or marital status, disability, or other status protected under applicable federal, state and local laws. No form of unlawful discrimination and/or harassment will be tolerated. This policy extends to all terms, conditions and privileges of employment, as well as the use of all The Company’s facilities.

## **ANTI-HARASSMENT**

It is The Company’s policy to provide a work environment free of unlawful harassment. The Company will not tolerate any form of harassment based upon an individual’s race, color, religion, sex, pregnancy, national origin, age, disability, or other status protected by applicable law. For these purposes, the term “harassment” includes, but is not limited to, slurs, jokes, or other verbal, graphic, or physical conduct relating to an individual’s race, color, religion, sex, pregnancy,

national origin, age, disability, or other status protected by applicable law. The term harassment also includes sexual advances, requests for sexual favors and other conduct of a sexual nature.

### **SO THAT YOU KNOW . . .**

**Harassment** on the basis of race, color, religion, sex, pregnancy, national origin, age, disability, or other status protected by applicable law is defined as conduct which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

**Examples** of behavior which could be construed as unlawful harassment include, but are not limited to, the following:

- degrading any group or class of people;
- assigning less desirable work or working conditions to members of such protected groups based solely on their group membership; or,
- treating protected individuals in a demeaning fashion.

**Sexual Harassment** is defined as unwelcome or unwanted physical or verbal sexual advances, behavior or conduct where:

- submission to the conduct is either an explicit or implicit term or condition of employment;
- submission to or rejection of the conduct is used as a basis for employment decisions affecting the person doing the submitting or rejecting; or,
- the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

**Examples** of behavior that could be construed as unlawful sexual harassment include, but are not limited to:

- explicit or implicit threats to withhold pay increases, benefits or working conditions in exchange for sexual favors or sexual activity;
- promises to improve pay, benefits or working conditions in exchange for sexual favors or sexual activity;
- demands for sexual favors or sexual activity;
  - subtle pressure for sexual favors or sexual activity; or,
  - deliberate, repeated or unsolicited verbal comments, gestures or physical actions of a sexual nature (*i.e.*, lewd or lascivious remarks and unnecessary touching, patting or pinching).

### **Americans with Disabilities Act (ADA)**

Consistent with its commitment to equal employment, The Company will work to accommodate disabled team members in pursuant to The Americans with Disabilities Act ("ADA") and other applicable federal, state and local laws. If a team member believes he/she needs an accommodation because of a disability, he/she should make a request to his/her immediate supervisor or to the HR Manager. Such requests for accommodation will be evaluated on a case-by-case basis. The Company will respond promptly and to the best of its ability to accommodate the needs of all team members.

## **ADMINISTRATIVE**

### **Absenteeism and Tardiness**

You are an essential part of our team. When you are here it makes a difference. It also makes a difference when you are not here. We expect you to have attendance and on-time habits that reflect a high sense of responsibility toward your coworkers, your job and the goals of your department and the company. Poor attendance and reporting late for work are habits that may lead to disciplinary actions up to and including termination of employment.

If you are unable to be at work or are arriving late you must notify your supervisor before your starting time. Three days of unexcused or unacceptable absence will be considered to be an abandonment of your job and will be documented as a resignation.

### **Cell Phones and Other Personal Devices**

Except as otherwise authorized by your supervisor, all personal cellular phone usage during work hours should be limited to reasonable sporadic usage as necessary. However, if team member's use of a personal cell phone causes disruptions or loss in productivity the team member will be subject to discipline up to and including termination.

Using a cellular phone or other personal devices while driving or operating any company vehicle, equipment or machinery of any type is prohibited, unless on a Bluetooth, hands-free device.

### **Conflict Of Interest**

The Company expects our team members to conduct business according to the highest ethical standards of conduct. Team members are expected to devote their best efforts to the interests of the company. Business dealings that appear to create a conflict between the interests of the Company and a team member are unacceptable. The team member must disclose any possible conflict of interest that may arise. A potential or actual conflict of interest occurs whenever a team member is in a position to influence a decision that may result in personal gain for the team member or an immediate family member (i.e. Spouse or significant other, children, parents, siblings) as a result of the Company's business dealings.

Such conflicts of interest might include, but are not limited to:

- Ownership, directly or indirectly, of a competing organization
- Conducting competitive business "on-the-side" with our customers
- Using any of The Company's business transactions for personal gain
- Working a separate job or contract that is competitive to The Company such as mowing, landscaping, sodding, pest control etc.

If a team member has any question about a proposed course of conduct that might create a conflict of interest, he or she should immediately contact the supervisor or the human resource (HR) manager to obtain advice on the issue. The purpose of this policy is to protect team members from any conflict of interest that might arise.

A violation of this policy will result in appropriate discipline, up to and including immediate termination and potential legal action.

### **Confidentiality**

Team members often have access to confidential, secret and proprietary information and must use and/or disclose information learned or acquired through their association with The Company only for the performance of their jobs. For the purposes of this Policy, "Confidential Information" shall mean all non-public information about The Company and its customers and information protected by law or privilege and shall include trade secrets, as well as non-public proprietary, financial, marketing, strategic or other confidential business information. Under no circumstances should any team member of The Company use confidential information that he/she learned in the course of his/her employment with The Company for personal gain, personal use or personal business, Particular care must be taken to keep confidential any information of possible value to competitors or potentially damaging to The Company, its customers and their competitors, or any information you may acquire that could be harmful to The Company if revealed. Disclosing confidential information to persons not entitled to such information and/or assisting others in gaining unauthorized access to Company records or information are clear violations of this Policy

When in doubt, the team member should treat the matter in the strictest confidence and consult your supervisor who will direct you to the HR manager for clarification.

### **Conduct and Appearance**

When you are on the job you represent The Company to the public.

We expect all team members to maintain a neat, well-groomed personal appearance at all times. If your position requires you to wear a company-issued or team member-purchased uniform, you must ensure that your uniform is clean and presentable at all times. Additionally, the orderly and efficient operations of The Company require that team members maintain proper standards of conduct toward their work, their coworkers, our customers and the general public. Violation(s) of this policy will be judged on a case-by-case basis and may result in disciplinary action including termination of employment. All instances of misconduct shall be immediately reported to your supervisor or to the HR manager.

### **Company Equipment and Vehicles**

The Company provides any supplies, uniforms, equipment, automobiles and materials necessary for you to perform your job. These items are to be used solely for The Company's purposes. Team members are expected to exercise care in the use of company equipment and property and use such property only for authorized purposes. Loss, damages or theft of company property should be reported at once. If due to negligence, the negligent team member may be required to reimburse The Company in such cases. Negligence in the care and use of company property may be considered grounds for discipline, up to and including termination.

The Company may provide a credit card, including a fuel credit card to authorized team members. Charges to the fuel credit card are for fuel only, for Company vehicles, solely for The Company's business purposes. Personal use of credit cards is not permitted. Receipts for charges must be turned in weekly, to your supervisor or a designated accounting department person. The last 2 digits of the card number, the Unit number of the vehicle fueled and the mileage at the time of fueling must accompany each fuel credit card receipt. If a receipt is not turned in, the charge will be deemed to be for purposes other than Company business and the amount of the charge will be deducted from the team member's next paycheck. Abuse of this policy may be considered grounds for discipline, up to and including termination.



The Company's equipment, such as telephone, postage, facsimile, and copier machine is intended to be used for business purposes. A team member may only use this equipment for non-business purposes in an emergency and only with the permission of his or her supervisor. Personal usage, in an emergency, of these or other equipment that results in a charge to the Company should be reported immediately to your supervisor or accounting so that reimbursement can be made.

Upon termination of employment, the team member must return all Company property, uniforms, equipment, work product and documents in his or her possession or control. It is the responsibility of the departing team member to return all company property prior to the processing of the final paycheck. You are expected to pay for any missing or severely damaged items entrusted to your care. Allowances are made for normal wear and usage. You will receive your final paycheck on your next regular payday, less any appropriate payroll deductions for missing or damaged property of the Company.

**Use of Company Vehicles:** Only team members with an unrestricted, current driver's license and who have been approved by The Company's insurance carrier may operate The Company's vehicles or use a vehicle to conduct The Company's business. Company vehicles shall only be used for authorized company business. Team members who are authorized to take home a company vehicle should use the vehicle to transport themselves to and from work only. Any team member operating a company vehicle must do so in a safe manner. Any team member operating a company vehicle under the influence of drugs or alcohol or in an unsafe or negligent manner may be immediately terminated. The company has the right to search any company vehicle at any time. Therefore, team members have *no reasonable expectation of privacy* with respect to Company vehicles.

Any team member who receives a citation from law enforcement (i.e. moving violations, traffic accident, etc.) while operating a company vehicle is responsible for paying those fines. The Company will be responsible for the payment of fines issued to The Company unless the team member is at fault.

**No smoking is permitted in any company vehicle.**

### **Computers, E-Mail and Internet Usage**

The Company's computers, lap tops, tablets, computer files, e-mail system, voice-mail, Internet and the software furnished to team members are Company property and are to be used for company business only, and not for personal use to communicate with friends or family or to access the Internet for personal purposes. Occasional brief personal use is permitted, so long as it does not interfere with the team member's work.

The Company specifically prohibits the use of computers (including Internet access) and the e-mail system in ways that are disruptive, offensive to others or harmful to morale, including sexually explicit messages, images and cartoons, ethnic slurs, racial comments, off-color jokes or anything that could be construed as harassment or show disrespect for others, defames or slanders others, or otherwise harms another person or business.

Team members may not access the Internet to log onto any websites that contain any such material, including any pornographic website, or any website that contains any discriminatory message, or disparages any group. Team members may not use computers or the e-mail system for commercial messages of any kind, for messages of a religious or political nature, chain letters, solicitations, gambling or other inappropriate usage. E-mail and Internet access should be used in such a way that all transmissions, whether internal or external, are accurate, appropriate, ethical and lawful.

Illegal duplication of software or violation of copyright laws by the duplication or sharing of software or the distribution of copyrighted material is strictly forbidden. Also, a team member should not use a password that has not been assigned you by The Company or access a file or retrieve a stored communication that is not within the team member's assigned work.

In order to enforce these policies, The Company may monitor computer, Internet and e-mail usage. This shall include retrieving and reading e-mail messages and other computer files, and monitoring of Internet traffic. Therefore, e-mail messages and other use of The Company's computer is *not confidential*, even though you may be issued a private password or other private access code to log in to the computer. **You should have no expectation of privacy, with regard to your use of The Company's computer systems.**

Team members should immediately notify their supervisor or manager of any violations of this policy. Team members who violate this policy will be subject to disciplinary action, up to and including termination of employment.

### **Drug Free Workplace**

In a commitment to safeguard the health of our team members and to provide a safe working environment for everyone, we have established a Drug-free Workplace Policy. This policy is implemented pursuant to the drug-free workplace program requirements stated in Florida Statutes §440.102 and the rules of the Department of Labor and Employment Security, Division of Workers' Compensation. 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 his or her body.

#### **The essential parts of this policy are:**

The Company prohibits the illegal use, possession, sale, manufacture, or distribution, of drugs, alcohol, or other controlled substances on its property. It is also against this Employer's policy to report to work or to work under the influence of drugs or alcohol. Any team member who is taking any prescription drug, which might impair safety, performance, or any motor functions must advise his/her supervisor before reporting to work under such medication.

#### **Drug and Alcohol Testing:**

- **Pre-Employment:** All new team members will be tested for drug and substance use. The Company 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:** Team members will be tested when there is a reasonable suspicion that a team member is using or has used drugs.
- **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:** All team members who have been determined to have used drugs or alcohol and are permitted by The Company to return to work will be subject to unannounced follow-up drug tests.
- **Random Testing:** CDL licensed team members are subject to random drug testing in accordance with federal and state DOT policies. Any team member who refuses to submit to testing or fails such testing will be subject to immediate termination of employment.
- **Additional Testing:** Additional testing may also be conducted as required by applicable state or federal laws, rules, or as deemed necessary.

#### **Alcohol and Drug Use Prohibitions:**

The use, sale, purchase, possession, distribution, or dispensing of drugs or alcohol on duty or on Employer property is cause for immediate discharge.

Any team member who refuses to submit to a drug test may be terminated from employment or otherwise disciplined by The Company.

A list of names, addresses, and telephone numbers of team member assistance programs and local drug rehabilitation programs will be provided to team members and applicants upon request.

A job applicant or team member who receives a positive confirmed drug test result may contest or explain the result to the Medical Review Officer (MRO) within 5 days after written notification of the positive test result. If your explanation or challenge is unsatisfactory, a written explanation will be given to you. If the person's challenge is unsatisfactory to the MRO or this company, they may contest the test results pursuant to the law. Additionally, you may elect to have your original sample retested at your expense. The MRO will coordinate any retesting.

A list of national, state and local alcohol and substance abuse is posted in the workplace and is as follows:

#### **National Assistance**

CSAP Workplace Helpline 1-800-WORKPLACE 1-800-967-5752

(This Center for Substance Abuse Prevention's toll free service operates from 9:00 a.m. - 8:00 p.m. EST. Technical assistance is available for business owners and managers on the development and implementation of comprehensive drug-free workplace programs.)

National Clearinghouse for Alcohol and Drug Information 1-800-729-6686

(This toll-free service has information available on all aspects of substance abuse including prevention materials and videos to specific program guidelines and resources within your state. Many publications offered are free from the Clearinghouse.)

Drug Information Hotline 1-800-662-4357 (English)  
1-800-662-9832 (Spanish)

Employee Assistance Professionals Association (EAPA) (703) 522-6272

(EAPA provides information on how to select EAP's, and the value they can provide.)

AIDS Treatment Information Service 1-800-448-0440

Al-Anon/Alateen Family Groups 1-800-356-9996

Alateen (212) 302-7240

Alcoholics Anonymous 1-800-252-6465

American Council on Alcoholism Helpline 1-800-527-5344

800 Cocaine - (Information and Referral Hotline) 1-800-COCAINE

MADD (Mothers Against Drunk Driving) (214) 744-6233

Nar-Anon Family Group Headquarters (310) 547-5800

Narcotics Anonymous (818) 773-9999

National Council on Alcoholism and Drug Dependency 1-800-NCA-CALL

Partnership for a Drug-Free America (212) 922-1560

#### **State of Florida Assistance**

Drug/Alcohol Abuse Helpline (24 Hours) 1-800-362-2644

Drug Abuse Alcoholism & Cocaine (Toll Free) 1-800-333-4444

Drug/Alcohol Abuse & Information (24 Hour Emergency Service) (850) 487-2930

Drug/Alcohol Abuse (24 Hour Crisis line & Treatment) 1-800-283-2600

Florida AIDS Hotline 1-800-352-2437

### **Local Assistance**

For a listing of Employee Assistance Programs and Drug Rehabilitation Programs in your area, you may:

- Check the local listings in your Telephone Directory (Drug & Alcohol Abuse)
- Contact your County Health Department
- Call your local Chamber of Commerce
- Obtain a Directory of Programs from the Florida

### **Driver's License Requirement**

The Company conducts a driver's license check on every job applicant for a driving position. This process is followed at the time of employment and periodically for those who operate a company vehicle in order to ensure a valid and appropriate class of license. If your driving privileges are revoked, if you are charged with driving under the influence or if you receive a traffic citation for a moving violation, you must immediately inform your supervisor who will direct you to the HR manager. No team member shall operate any vehicles or equipment without the proper license or certification - no exceptions!

Fork Lift Operators Fork lift operators are trained and certified by The Company. Once certified, the team member remains so for a period of two years. No team member is allowed to operate our fork-lift vehicles unless they have completed their training, received their certification and their certification is current. See your supervisor for your current status or for any other questions.

### **Employment Classifications**

For purposes of salary administration and eligibility for overtime payments and employment benefits, The Company classifies team members as follows:

#### **Full-Time Regular Team members**

Team members who work an average of 35+ hours per week. Only Full-time Regular Team members are eligible for The Company's full benefit package and also receive Worker's Compensation and Unemployment Compensation as required by law.

#### **Part-Time Regular Team members**

Team members who work an average of 35 hours or less per week. Part -Time Regular Team members are not eligible for The Company provided benefit package but are provided with Worker's Compensation and Unemployment Compensation as required by law.

#### **Temporary or Seasonal Team members**

Team members who are employed to work less than 52 weeks a year whether full time or part time. Neither Temporary nor Seasonal team members are eligible for The Company's Benefit Package but are provided with Worker's Compensation an Unemployment Compensation as required by law. (Note: Team members hired from temporary employment agencies for specific assignments are team members of the respective agency and not of The Company.)

### **All team members also fall into one of the following categories.**

#### **Exempt Team members (salary paid)**

Team members 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 team members, outside sales representatives, certain computer programmers and team members in some administrative positions are typically exempt.

#### **Non-exempt Team members (hourly paid)**

Team members who, in compliance with the Federal Labor Standards Act (FLSA), and due to the nature of the work they do must be 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. The Company's standard workweek begins at 12:00am on Monday morning and continues through to the following Sunday night at midnight.

**Non-Exempt Fixed Salary Team members (Weekly Salary Paid)**

Team members who are employed on a written agreement and to be paid a fixed salary for whatever hours they are needed, whether few or many, during our workweek. Such team members must make themselves available for whatever the work there is to be done. Such team members are paid overtime at the rate of double half-time based on the calculated hourly rate for all hours worked over 40 in our workweek. The Company's standard workweek begins at 12:00 a.m. on Monday morning and continues through to the following Sunday night at midnight

**Piece Workers**

Team members who are paid according to the number of units (pieces) that he/she produces in a given workday. For example. Team members laying sod or mulch are piece workers unless otherwise designated by The Company. Such team members are paid overtime at the rate of one-and-one-half times (1 ½ X) the calculated overtime rate.

You will be informed of your employment category when you become employed. If you are unsure of your employment category, please see your supervisor who will direct you to the HR manager.

**The Company Policies**

Team Members who earn overtime are expected to work overtime when requested. However, you may not work overtime unless approved by your supervisor. Team members who work overtime without approval will be subject to disciplinary action. Time records must be countersigned by your supervisor.

**Special Notice on Overtime**

The Federal Labor Standards Act (FLSA) requires all team members to be paid overtime at the rate of 1-1/2 times their regular rate of pay for all hours worked over 40 in the company's workweek.

If you are a Non-exempt team member (unless you are on the Fixed Salary Agreement) and you have not been paid overtime at the rate of 1-1/2 times your regular rate of pay for hours worked over 40 in the workweek, you should report this immediately to your Supervisor and request an examination of your pay history.

Non-Exempt team members who work on a fixed salary for a fluctuating workweek, may be subject to appropriate payroll deductions for missing days of work for personal reasons other than for being sick.

If you are a team member working on a fixed salary for a fluctuating workweek and feel that you have been improperly docked for hours within a day or for any other improper reason you should report this immediately to your supervisor and request an examination of your pay history.

Executive, Administrative, Professional and Outside Sales team members are not hourly team members and are exempt from the overtime rule.

Exempt team members may, in some cases other than illness, be docked for missing days of work but may not be docked for missing hours within a day.

If you are an Exempt team member and feel that you have been improperly docked for hours missed within a day or for any other improper reason, you should report this immediately to your Supervisor, and request an examination of your pay history.

If improper deductions have been made, or if overtime pay should have been paid but was not, you will be promptly 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 team member who makes an inquiry or requests an examination of their pay history.

### **Grievance Procedure**

The Company is interested in hearing any suggestions you may have for improvement or any complaints that you may have concerning your welfare. You should feel perfectly 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:

I We feel that most problems will be resolved by discussing them with the person involved or causing the concern. You will find that a timely, open and honest talk is generally the easiest and most effective way of dealing with problems that arise.

II 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.

III If, after addressing the issue with your Supervisor, you still feel that your concern has not been resolved; OR if you feel that you cannot discuss the issue with your supervisor, you may bring the issue directly to the HR manager. You may do so in writing if you prefer.

IV There will be no retaliation against any team member for expressing or filing a grievance.

### **Immigration Reform and Control Act (IRCA)**

The Company complies with the Immigration Reform and Control Act of 1986 by refraining from discrimination against any applicant or team member on the basis of citizenship status as defined in the Act and regulations issued under it.

The Company also complies with the Act's prohibition against employing any person who fails to present appropriate documentation establishing identity and eligibility for U.S. employment within designated time limits following acceptance of an offer of employment. This places an affirmative obligation on all new team members to obtain and present such documentation within those time frames designated in the Act and regulations.

### **Inclement Weather**

Inclement weather may include, but is not limited to, severe thunderstorms, flooding, freezing temperatures and hurricanes. You are expected to report to work at your regularly scheduled time unless you have been notified in advance that your department will not be working due to weather conditions. You can always contact your supervisor on their cell phone or you may call the office main line for an update. In the event of extreme conditions such as a hurricane, we will follow The Company guidelines for hurricane procedures. Exempt salaried team members

are expected to report to work at all times, regardless of weather conditions, unless excused by their immediate supervisor.

### **Internal Investigations**

In the event of a complaint or charge of harassment or discrimination, The Company will initiate an internal investigation to determine the facts before any action is taken. Such an investigation will not assume the guilt of any team member beforehand but will objectively seek to learn the facts. (For further information see the "Anti-Harassment" policy in this handbook.)

In addition, from time to time, The Company may conduct internal investigations pertaining to security, auditing or other work-related matters. Team members are required to cooperate fully with and assist in these investigations if requested to do so. Whenever necessary, at The Company's discretion, work areas (i.e., desks, file cabinets, etc.) and personal belongings (i.e., brief cases, handbags, etc.) may be subject to a search without notice. Team members are required to cooperate.

### **Nepotism**

Members of a team member's immediate family will be considered for employment on the basis of their qualifications. Immediate family may not be hired, however, if employment would:

1. Create a supervisor/subordinate relationship with a family member;
2. Have the potential for creating an adverse impact on work performance; or
3. Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when assigning, transferring, or promoting a team member. For the purpose of this policy, immediate family includes: spouse, parent, child, sibling, in-law, aunt, uncle, niece, grandparent, and grandchild. This policy may also apply to romantic relationships.

Team members who become immediate family members or establish a romantic relationship may continue employment as long as it does not involve any of the above. Team members must immediately notify management if a familial or romantic relationship develops between team members. If one of the conditions outlined should occur, attempts will be made to find a suitable position within The Company to which one of the team members will transfer. If team members become immediate family members or establish a romantic relationship, The Company will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale. If accommodations of this nature are not feasible, the team members will be permitted to determine which of them will resign. If the team members cannot make a decision, The Company may terminate the employment of both team members.

### **New Team members**

#### **Documents**

All candidates for employment, whether American citizens or not, are required by law to establish their legal right to work in the United States. It is the obligation of each team member to update and correct any changes in documentation. Should there ever be any question about the accuracy or authenticity of any employment documents, the team member is expected to correct such information immediately upon request. Failure to do so in a timely manner will result in immediate termination.

#### **90-Day Initial Employment Period.**

Every new team member goes through an initial 90-day introductory period in order to learn about The Company and about his/her job. During this time the team member will

have an opportunity to find out if he/she is suited to and likes his/her new position. This initial employment period also gives the team member's supervisor a reasonable period of time to evaluate his/her performance. The initial employment period is 90 days. However, this time may be extended if deemed necessary.

During this time, the new team member will be provided with training and guidance from his/her supervisor. He/she may be discharged at any time during this period if his/her Supervisor concludes that he/she is not progressing or performing satisfactorily. Additionally, as is true at all times during a team member's employment with the Company, employment is not for any specific time and may be terminated at-will, with or without cause, and without prior notice.

### **Pre-Employment Drug Screening**

All new team members will be tested for illegal drug and/or substance use. The Company will employ no one who tests positive. All offers of employment are contingent on the results of this pre-employment drug test.

### **Open Door Policy**

The Company promotes an atmosphere wherein team members are encouraged to talk freely and share ideas, suggestions and concerns. Open communication can not only resolve difficult issues, but can help us all improve our efforts and achieve personal and professional success. We welcome the opportunity to hear from you. If your coworkers cannot be of assistance please feel free to bring the issue directly to your supervisor who, if necessary, will direct you to the HR manager.

### **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.

However in some cases we may take the lead by initiating the Performance Improvement Program (PIP) and addressing the desire for improvement or change to you.

The Performance Improvement Program (PIP) consists of three steps.

- I. 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 the better performance or behavior.
- II. Written Notice: If there is no success through Step I above, a written notice stating the needs for improvement and the necessary actions to be taken, will be provided to you. Timelines and measured progress may be identified.
- III. Probation: If Steps I and II have not proven successful, you may be placed on a 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 will be from 30 to 90 days in most cases. In some cases this probation could be for one year. Failure to achieve the stated results can result in terminating your employment.

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



## **Personnel Records**

You must notify The Company of any changes in your:

- Name
- Marital Status (for payroll and tax purposes)
- Address (actual and/or mailing address)
- Phone Number
- Number of Eligible Dependents (payroll and insurance purposes)
- W-4 Deductions
- Emergency contact information (a contact person)

## **Promotion and Transfer Guidelines**

The Company promotes to vacant or new higher-level positions when qualified team members are available, interested, and deemed suitable in all respects and when it is determined the promotion is the best interest of the team member's department and The Company. In such cases, the promoted team member and will be required to serve an introductory period in the new position.

The Company recognizes that the responsibilities and requirements of a higher-level position, or of any position transferred to, may not prove suitable to all team members. This will be judged by the performance results as determined by the new supervisor. In the event the new assignment is found unsuitable by either the team member or by The Company, consideration may be given to allowing the promoted team member to return to a former or comparable position for which the team member possesses demonstrated skills, knowledge, ability, and interest. If no such position is available, the promoted team member may be subject to resignation or termination with the opportunity to be rehired at a later time.

## **Reduced Work Periods**

There may be times during the year when the volume and flow of our business will be reduced for seasonal off-periods or other causes. In such an event there may be a need to temporarily reduce work hours or conduct layoffs altogether. When the need for reduced hours is called for, some team members may experience a reduced workweek. This will usually be accomplished through one or more days of non-paid time off. In the event that the projected work reduction appears longer term, there may be long-term, full layoffs wherein a team member's employment may be terminated.

Typically, the procedures for reduced work-periods will be as follows:

- If the need for fewer team members is known far enough in advance your supervisor will first request volunteers.
- If no volunteers are forthcoming or the situation does not lend itself to requesting volunteers, the supervisor will assign reduced work-time on the basis of team member's experience, skills, past performance and the company's needs.
- Some team members may be offered a reduced work-period time.
- Prior to any assignment of reduced work-periods, your supervisor will explore the possibility of floating the team member to another unit or area for which the team member is oriented and qualified.
- Team members who will be affected by reduced work-time schedules layoffs will be given as much advance notice as possible and within reason for business operational purposes.

- Those team members who will experience reduced work-time schedules will be encouraged to use any paid-time-off benefits they may be entitled to while they remain active team members. In some cases the reduced work periods may be for a full week. Team members whose reduced work-time is for a full week (including Fixed Salary Agreement team members) will receive no pay for that week.
- Those team members who will experience full layoffs will be removed from the active team member payroll and employment will be terminated. Such team members will be eligible for rehire when work volume and flow returns and at the discretion of The Company.
- Team members affected by reduced work periods and those affected by full layoffs will be processed separately.

### **Smoking Policy**

In accordance with the provisions of the Florida Clean Indoor Air Act, The Company has the following policy on smoking:

- No smoking in any of The Company's buildings.
- No smoking in any of The Company's vehicles.
- No smoking in the buildings or presence of our customers.

Any questions regarding the smoking policy should be directed to your supervisor or to the HR Manager.

### **Safety, Accidents and Emergencies**

Maintaining a safe work environment requires the continuous cooperation of all team members. The Company strongly encourages team members to communicate with fellow team members and their supervisor regarding safety issues.

All team members will be provided care, first aid and emergency service, as required, for injuries or illnesses while on The Company premises or work sites. **In the event of an accident or emergency, you should immediately contact the nearest supervisor, and call 911.**

If a team member is injured on the job, The Company provides coverage and protection in accordance with the Workers' Compensation (WC) Law. When an injury is sustained while at work; it must be reported immediately to the team member's supervisor. Failure to report accidents is a serious matter; you must report all accidents to your supervisor immediately. (See Workers' Compensation heading for additional information.) Team members should refer to the Safety Manual for specific safety information.

### **If It's Not Safe, We Don't Do It!**

#### **Solicitations, Distributions and Use of Bulletin Boards**

Team members may not solicit any other team member during working time, nor may team members distribute literature in work areas at any time on company premises. Under no circumstances may a team member disturb the work of others to solicit or distribute literature to them during their working time or on company premises. Persons not employed by The Company may not solicit team members for any purposes on Company premises.

Bulletin boards maintained by The Company are to be used only for posting or distributing material of the following nature:

- Notices containing matters directly concerning Company business;

- Announcements of a business nature and of interest to team members.

All posted material must be authorized by the HR Manager. All team members are expected to check these bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices. Team members are not to remove material from the bulletin boards.

## **Terminating Employment**

### **Causes or Immediate Termination**

In most cases, team member performance or behavior issues will be addressed through the Performance Improvement Process (PIP). But in some cases there may be cause for immediate termination. This will be decided on a case-by-case basis. Examples of such cases include, but are not limited to:

- 1 Use of or being under the influence of, illegal drugs or alcohol on company premises or on company duty or before our clients.
- 2 Insubordination.
- 3 Bringing firearms or explosives onto company property or using them on company time.
- 4 Theft of company's, team member's, vendor's, customer's or any private property.
- 5 Willful destruction of property.
- 6 Fighting or displaying violent behavior.
- 7 Being found guilty, after investigation, of sexual harassment.
- 8 Failure to meet expectations during 90-day probation.
- 9 Unreported absence from work for 3 days.
- 10 Violation of The Company's conflict of interest / outside employment and/or confidentiality policies.
- 11 Violation of The Company's Anti-Harassment or Equal Employment Opportunity Policies.

## **Dismissal**

All team members are expected to meet The Company standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with The Company's policies and procedures. If a team member does not meet these standards, The Company may, under appropriate circumstances, take corrective action. Normally this action will be initiating the Performance Improvement Program, (PIP).

The intent is to allow a team member an opportunity to improve his/her performance, reduce negative behaviors and to develop skills leading to the performance we all desire. The process is designed to encourage development by providing team members with guidance in areas that need improvement.

Team members who have reached the stage wherein they have received formal written warnings are not eligible for salary increases, bonus awards, promotions or transfers until the desired performance is achieved.

## **Resignation/Exit Interview**

When you choose to join us as a team member, we all expect to gain in that relationship. But sometimes it turns out that we are just not a good match. We respect your decision to seek your goals elsewhere. We want our separation to be accomplished with professional good will and respect. We ask that you provide us with at least two (2) weeks' notice and to cooperate in any final processes including a potential **exit interview**.

In the event of any cessation of employment, your health benefits will be continued until the end of the month. In most cases you may be eligible to continue your health insurance benefits at your own cost. (See COBRA in the benefits section of the handbook.)

### **Time Keeping Records**

You are responsible for the timely and accurate completion of your time record.

Field crew members are required to take a 30 minute meal period each day. Further, disciplinary action, up to and including termination of employment will be imposed on any team member who falsifies his/her time record. This includes reporting time not actually worked, working off the clock, altering his/her own time record without authorization or approval of the immediate supervisor or entering time or altering in any way for any other team member's time record other than their own. All team members are required to get pre-approval prior to performing any work prior to or after their scheduled shifts.

Travel to and from work each day is not paid by The Company. Your pay begins at the scheduled start time at the first job assignment. Travel between jobs during the day is on paid time. This applies to all team members whether or not the company is providing transportation. For team members who wish a ride to the job, check with your supervisor who may arrange for you to be picked up at a specific location or at the shop. This travel time to and from jobs is not paid time.

### **Violence in the Workplace**

The Company strongly believes that all team members should be treated with dignity and respect. Acts of violence will not be tolerated. Any instances of violence must be reported to the team member's supervisor who, if necessary, will direct you to the HR manager. Violation of this policy will result in disciplinary action, up to and including immediate discharge.

Team members are prohibited from making threats or engaging in violent activities. The following list of behaviors, while not inclusive, provides examples of conduct that is prohibited:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to severe emotional distress;
- Intentionally and/or aggressively damaging anyone's property.
- Possession of a weapon while on company property or while on company business;

While we do not expect team members to be skilled at identifying potentially dangerous persons, team members are expected to exercise good judgment and to immediately inform their supervisor if any team member exhibits behavior that could be a sign of a potentially dangerous situation. Such behavior includes, but is not limited to:

- Bringing weapons to the workplace;
- Discussing or advocating violent behavior;
- Displaying overt signs of extreme stress, resentment, hostility, or anger;
- Making threatening remarks;
- Displaying irrational or inappropriate behavior.

### **Wages**

The Company is committed to wage and salary practices that are designed to be competitive. Pay rates are established for each job and will remain as the base rate until a general increase adjustment is made. Any approved general rate increase will be effective annually. Team

member may have individual wage adjustments based on performance, promotions, transfers etc, at any time at the sole discretion of The Company.

Pay increases are not guaranteed for any reason, but may be given based on merit or promotion, subject to thorough evaluation of each team member's performance, and/or operational considerations.

A change in position, number of hours worked, responsibilities, or a demotion may result in a change in compensation.

**Payday** for team members is scheduled as follows:

Office team members (Non-exempt, Hourly) are paid every two weeks.

Hourly team members (except Office team members) are paid every week.

Fixed Salary team members (Non-exempt, Salary) are paid every week.

Team members working four-ten hour shifts per week are paid on the last work day of each week (Thursday or Friday).

Exempt (Salaried) team members are paid twice a month on the 15<sup>th</sup> and the last day of the month. If those pay dates fall on a Saturday, you will be paid on the previous Friday. If they fall on a Sunday, you will be paid on the following Monday.

### **Workweek and Hours**

Our established workweek begins on Sunday morning at 12:00am and continues on through the following Saturday night at midnight. All hours worked in excess of 40 hours during this time period will be paid at a premium rate.

Our normal work schedules runs from Monday through Friday. Our normal work day starts at 7:30am and continues through to 4:00pm. There is a 30-minute unpaid meal break each day which is scheduled at the discretion of the supervisor. Each division may vary the work days and work day starts. Check with your supervisor for your particular schedule.

The length of the workweek and the workday may be changed regularly to accommodate the volume and flow of the workload. Team Members are expected to work overtime as assigned.

### **Paid Time Off (“PTO”)**

The Company believes that team members should have opportunities to enjoy time away from work to help balance their lives. The Company recognizes that team members have diverse needs for time off from work. The Company has established this paid time off (“PTO”) policy to meet those needs. The benefits of PTO are that it promotes a flexible approach to time off. Team members are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies or other situation that require time off from work.

#### **I. Eligibility**

PTO is awarded to Full Time Regular team members after their initial 90-Day probationary period or upon transfer into a Full Time Regular team member position.

- After 90 days through one (1) year 2 days (16 hours)
- After one (1) year through two (2) years 5 days (40 hours)
- After two (2) years through ten (10) years 10 days (80 hours)
- After ten (10) years through nineteen (19) years 15 days (120 hours)
- After twenty (20) years 20 days (160 hours)

## II. Procedures

PTO must be used within 12 months of its being awarded. It may not be carried over from that date unless your supervisor has requested you to delay your scheduled time off for company needs.

Team members are required to use available PTO when taking time off from work. PTO may be taken in increments of as low as 4 hour increments.

Whenever possible, PTO must be scheduled in advance. PTO is subject to supervisory approval, department staffing needs and established departmental procedures. Unscheduled absences will be monitored. A team member will be disciplined up to and including termination when the frequency of unscheduled absences adversely affects the operations of the department. The supervisor may request that the team member provide a statement from a health care provider concerning the justification for an unscheduled absence.

PTO is paid at the team member's straight time rate and is not part of any overtime calculation.

Team members may not borrow against their PTO banks and no advance leave will be granted.

## III. Payment upon Termination

Upon separation from employment with the Company for cause, no PTO balance will be paid to the Team member. If the Team member voluntarily resigns with two weeks' notice after 1 year of service and has not been disciplined in any way within the preceding six (6) month period, the Team member's PTO balance will be paid to the Team member.

# BENEFITS

## Leave Time

### Bereavement Leave

In the event of a death in the immediate family, Full-Time Regular team members are entitled to up to three days of paid Bereavement leave per year after their initial 90-Day probationary period. Immediate family includes spouse, brother, sister, parent, child, step-parent, parent-in-law, guardian, grandparent or grandchild. You may be required to provide proof of death. It may also be possible to take an unpaid bereavement leave for a death in your family. Check with your supervisor or with the HR Manager.

### Family and Medical Leave

#### I. What is Family and Medical Leave?

Family and Medical Leave ("FML") allows an eligible employee to take *job-and-benefit-protected-leave* from work to attend to specific family and/or medical needs.

*Job-protected leave* means that, generally, upon return from FML, The Company will reinstate a team member to his prior position if available or, alternatively, a comparable position for which the team member is qualified.

*Benefit-protected leave* means that, generally, The Company will maintain coverage for a team member under the group plan while the team member is on leave. Any share of health premiums normally paid by the team member must continue to be paid by team member during the FML period. If a team member fails to return from leave, The Company may recover the health

insurance premium it paid for the team member during the FML, unless the failure to return to work is due to the team member's serious health condition or other circumstances beyond the team member's control. Upon return from FML, a team member will receive the benefits he had prior to the start of his leave.

The Company will not interfere with, restrain or deny the exercise of any right provided under the Family and Medical Leave Act ("FMLA") or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights. Team members may file FMLA complaints with the Department of Labor or bring a private lawsuit.

## II. Eligibility

A team member who has worked for The Company for at least 12 months; and, worked at least 1,250 hours during the immediately preceding 12 months, and, is employed at a worksite where The Company employs 50 or more team members within a 75 mile radius; and, meets the leave purpose requirements outlined below may be eligible for the Company's FML. When FML is taken, and in keeping with applicable law, the Company will first substitute for unpaid leave any accrued PTO, which time will be charged against the team member's outstanding FML entitlement.

The Company may require appropriate medical or military certification before FML is granted. In some instances, a second or third medical opinion may also be required.

## III. Leave Purposes - When Leave Can Be Taken

An eligible team member may receive up to 12 workweeks of FML during any "rolling" 12-month period, measured backward from the date of any leave, for any of the following qualifying events:

1. For birth of a son or daughter, and to care for the newborn child;
2. For placement with the team member of a son or daughter for adoption or foster care;
3. To care for the team member's spouse, son, daughter, or parent with a serious health condition;
4. Because of a serious health condition that makes the team member unable to perform the functions of the team member's job; and,
5. Because of any qualifying exigency arising out of the fact that the team member's spouse, son, daughter, or parent is on (or has been notified of an impending call to active duty) covered active duty in the Armed Forces.

A qualifying exigency may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

An eligible team member may receive up to 26 workweeks of FML during any single 12-month period to care for a covered service member if the team member is the spouse, child, parent or next of kin of the service member. The single 12-month period shall be measured forward from the date a team member's first FMLA leave to care for the covered service member begins. A covered service member is:

(a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in

outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness;<sup>1</sup> or

(b) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible team member takes FML to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.<sup>6</sup>

During a single 12-month period, an eligible team member shall be entitled to a combined total of 26 workweeks of leave.

For purposes of The Company's FML policy and in keeping with the language of the FMLA, a serious health condition is an illness, injury, impairment, or physical or mental condition consisting of:

(a) inpatient care of an overnight stay in a hospital, hospice or residential medical care facility or any subsequent treatment in connection with such inpatient care; or,

(b) continuing treatment by a health care provider that either prevents the team member from performing the functions of the team member's job or prevents the qualified family member from participating in school or other daily activities and involves incapacity and treatment, pregnancy or prenatal care, chronic conditions, permanent or long-term conditions, conditions requiring multiple treatments and absences attributable to incapacity that are not otherwise covered. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least 2 visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

#### IV. Intermittent FML

An eligible team member need not use his leave entitlement in one block. When medically necessary, a team member may take intermittent FML or a reduced work schedule. The team member will be required to provide evidence (e.g., a Certification of Health Care Provider) that intermittent leave is medically necessary. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### V. How to Request FML

When leave is foreseeable, a team member must attempt to schedule leave so as not to disrupt The Company's business operations and must provide notice your immediate supervisor or HR Manager at least 30 days in advance of the commencement of leave. Within 15 business days after notice is given, the team member must complete and submit an FML request form and the appropriate Certification form to the Human Resources Manager.

When medical or military conditions make 30-days advance notice impossible, a team member must provide notice as soon as practicable and must comply with the Organization's normal call-in procedures and notify the Human Resources Manager. Within 15 business days after leave begins, the team member must complete and submit an FML request form and the appropriate Certification form to the Human Resources Manager.

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<sup>1</sup> The FMLA definition of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition." A serious injury or illness for current service members or veterans is one that was incurred in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.



When completing required FML forms, a team member must provide sufficient information for The Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. This may include that a team member is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Team members must also inform The Company if the requested leave is for a reason for which FML was previously taken or certified.

If a team member fails to provide The Company with a complete and sufficient certification, and an appropriate opportunity to cure any deficiencies has been provided, The Company may deny the team member's taking of FML.

#### VI. Certifying FML

The Company will inform a team member requesting leave whether he is eligible for FML. If the team member is eligible, The Company will inform him of any additional required information, as well as his rights and responsibilities. If the team member is not eligible, The Company will inform the team member and provide a reason for the ineligibility.

The Company will also inform the team member if leave will be designated as FMLA-protected and the amount of leave counted against the team member's leave entitlement.

#### VII. Return from FML

A team member is requested to contact the Human Resources Manager at least 2 weeks prior to the end of his leave to inform The Company of the team member's availability to return to work. When appropriate, The Company will require medical certification before a team member returns to work, and may also require on-going medical certifications from a team member on leave due to his own or a family member's serious health condition. A team member's failure to return from leave, or failure to contact the Human Resources Manager on his scheduled date of return, will be considered a voluntary resignation.

All required FML forms are available from and must be returned to the Human Resources Manager. Team members should refer any additional questions regarding the FMLA to the Human Resources Manager or refer to the DOL's website at [www.wagehour.dol.gov](http://www.wagehour.dol.gov).

#### **Leave for Victims of Domestic Violence or Sexual Violence**

In keeping with applicable Florida law, The Company provides unpaid leave to eligible team members who are victims of domestic violence or sexual violence. A team member is eligible for such leave if: he has completed 3 months of employment with The Company; the team member or a family or household member of a team member is the victim of domestic violence or sexual violence; and, the leave is sought for a specific reason related to domestic violence or sexual violence. An eligible team member may take up to 3 working days of leave within a "rolling" 12 month period, measured backwards from the date of any leave.

For purposes of this Policy, "family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

A team member should speak with the Human Resources Manager as soon as he/she becomes aware that he/she may need to request leave under this Policy. The Company will keep all

information relating to a team member's request for such leave confidential. Except in cases of imminent danger to the health and safety of the team member or the team member's family or household member, a team member should provide advance notice of his need for leave. The Company may require team members to provide appropriate documentation of the need for leave, e.g., court documents or a doctor's note.

When leave is taken, The Company will first substitute for unpaid leave any accumulated PTO, which will be charged against the team member's outstanding unpaid domestic violence or sexual violence leave entitlement.

### **Holidays**

Full Time Regular team members, after their initial 90-day probationary period, are entitled to seven (7) paid holidays per calendar year:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

Team members must work on the scheduled day prior to and after a holiday to receive holiday pay. Exceptions to this are pre-approved PTO and illnesses documented by a doctor's note the day employee returns to work.

### **Jury Duty**

The Company will provide exempt team members paid time off for attending jury duty service. Non-exempt team members will be allowed unpaid jury duty time. The maximum jury duty leave, whether paid or unpaid is one week, per year.

You will be required to furnish a copy of the jury duty summons from the Clerk of Court as well as verification of attendance. No team member will be paid for jury duty summons outside of their county of local residence except for federal cases assigned to this jurisdiction. Court appearances for other than jury duty, such as appearing as a witness, a defendant or a charging party are not included in jury duty leave. Report any jury summons to your supervisor immediately so that appropriate scheduling changes can be made.

### **Leave Of Absence (LOA)**

A Leave Of Absence ("LOA") is an unpaid time away from work in excess of 30 days. Team members desiring LOA must submit their request in writing as far in advance as possible. The reason for the leave and the date of return must be included in the request. During this time all benefits will cease but will be started up again upon timely return to the job. You must use all accrued paid time off for which you are eligible during the leave. No benefits will accrue during the leave. The Company will attempt to reinstate you to your former position or one of equal pay and benefits if possible.

All requests for LOA will be made with The Company needs primarily in mind. All requests will be granted or rejected at the sole discretion of The Company. In some cases, The Company may decide to place a team member on LOA. Such cases and the terms will be determined on a case-by-case basis.

### **Leave Without Pay (LWOP)**

Leave Without Pay (“LWOP”) is an unpaid period of time away from work that is 30 days or less. Team members desiring a short period of time for personal business must submit their request in writing to their supervisor. A specific date for the first and the last day of the LWOP must be identified. Team member benefits and accruals will continue during this period. However, team members will not be entitled to any holidays during LWOP.

All requests for LWOP will be made with The Company needs primarily in mind. All requests will be granted or rejected at the sole discretion of The Company. In some cases, The Company may decide to place a team member on LWOP. Such cases and the terms will be determined on a case-by-case basis.

### **Military Leave**

All team members are eligible for military leaves of absence in accordance with applicable laws. If you anticipate needing military leave, please contact your supervisor who will direct you to the HR manager.

A team member who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service will be granted an unpaid leave of absence for military service, training or related obligations in accordance with applicable law. Team members on military leave may charge this leave to any unused paid leave for which they are entitled or apply for Leave Without Pay (LWOP). At the conclusion of the leave, a team member generally has a right to return to the same position he or she held prior to the leave or if that position no longer exists, the individual may be offered a position with like status and pay. Contact your supervisor who will direct you to the HR manager for further details if this situation occurs.

### **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 team members are required to present a neat and clean appearance on the job at all times.

The Company provides uniforms to team members as follows:

- Company shirts are provided to Sales staff, supervisors and foremen.
- Company uniforms (pants and shirts) are provided to all crew members

Field crews are provided with a set of five T-shirts when you join The Company. These are to be used until your uniforms arrive. You are not charged for these uniforms. You will be charged for the weekly cleaning and mending at the current rate per week. You are to wear your uniforms every day. If you show up at work without your full uniform you may be sent home. If you should leave the company for any reason, you must return the entire set of uniforms or you will be charged for missing items.

No open toed shoes, sneakers, running shoes or sandals are to be worn on the job.

### **Voting In Public Elections**

All team members are encouraged to exercise their privilege to vote. You will be allowed sufficient time off to vote. Non-exempt (Hourly, Piece Workers or Fixed Salary) team members will not be paid for this time. Exempt team members (Salaried) will not be docked. Although we would prefer that you schedule your voting time for the early morning or non-working hours, we will attempt to balance everyone’s schedule to ensure ample time for all. No team member will be retaliated against for exercising this privilege.

## Health and Welfare

### Educational Assistance

The Company supports and encourages its team members to participate in continuing education courses including professional certifications (horticulture, pesticide, etc.), CDL licensing, learning another job, etc. As such, this benefit is available to team members after completing their initial 90-day probation period. Education assistance is for the growth and development of the team member and their commitment to grow within The Company.

You will be expected to pay for the course(s) in advance. The Company may then reimburse you for registration, books and tuition costs. All courses must be pre-approved to be eligible for tuition reimbursement. In some cases, financial arrangements may be possible. Ask your supervisor to direct you to the HR manager for consideration.

The Education Assistance guidelines are as follows:

- Team member must have satisfactorily completed their 90-day initial employment period.
- Team member must have the job-related coursework and institution pre-approved by your supervisor who will direct you to the HR manager in advance.
- Team member must remain with Triple J Management, LLC and its affiliated companies for a minimum of six months after the completion of the approved course reimbursement or forfeit reimbursement, or accept a pro-rated repayment structure.

The company will reimburse the team member based on the requirement that he/she receive at least a grade of "C" or equivalent.

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. on a case-by-case basis.

### Health Insurance

Full-time regular team members are eligible for health care coverage under The Company's group insurance plan.

- Exempts and office staff team members become eligible the first of the month following 60 days of full time employment.
- Foremen, CDL drivers and designated team members with special skills become eligible the first of the month following 60 days of full time employment.
- Non-exempt, Piece workers and Fixed Salary team members become eligible as the current plan states.

### COBRA

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, 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.

### **Life Insurance**

The Company offers all team members who receive Company-provided health benefit, a basic group term life insurance policy. This is fully paid by The Company and you are not required to pay any portion of the monthly premium.

### **Retirement and Savings (401(K) PLAN)**

We feel that it is important for every person to save for retirement. Because of this, the company wishes to assist its team members by offering a 401(k) retirement savings plan that includes a Company match provision. This plan is available to a team member after one full year of service and offers a pre-tax salary reduction plan to assist you in saving for your retirement. Participation is voluntary and enrollment periods are conducted prior to the quarterly enrollment effective dates of January 1, April 1, July 1, and October 1.

Team members can contribute up to 6% of their pre-tax wages. The Company matches the team member's contribution at 100% up to the first 4% according to an established vesting schedule. Additional information about the plan's requirements can be obtained from your supervisor who will direct you to the HR manager.

Team members are eligible for participation at age 21 and after completing one (1) year of service to The Company. Service is defined as twelve (12) consecutive calendar months beginning on the date you first perform an hour of service for The Company during which you complete at least 1,000 hours of service. Notices of these enrollment opportunities and other information regarding the 401(k) plan are posted at all work sites periodically.

### **Worker's Compensation**

In the event that you sustain a job-related injury that causes you to lose work and/or suffer medical costs, you may be eligible for Worker's Compensation payments. Should you sustain a work-related injury, you must immediately notify your supervisor and you may be asked to complete or assist in completing a Notice of Injury form. Should your injury require the attention of a doctor, you can obtain a list of approved facilities and/or physicians by calling our Workers' Compensation Carrier or contacting the main office of The Company. In the case of an emergency, you should go to the nearest hospital emergency room for treatment and ensure that you notify the company and assist in completing the required reports. Team members are responsible for notifying their supervisor if additional and/or follow-up treatment is necessary.

## **REVISIONS**

**No. 3:**

6/1/2018 – Page 7, Change – Cell Phone Usage

Added Cell Phone and Other Personal Devices

6/1/2018 – Page 14, Change – Inclement Weather

Removed one hour pay if employee is not called.

6/1/2018 – Page 21, Change – Workweek

Change to Sunday through Saturday.

6/1/2018 – Page 21, Change – PTO Policy

Vacation Policy is replaced with PTO policy

6/1/2018 – Page 22, Change – Bereavement Policy

To include Non-Exempt team members

6/1/2018 – Page 28, Change – under Health Insurance

Exempts and office staff team members become eligible the first of the month following 60 days of full time employment.

6/1/2018 – Page 33, Added – as last page

Revisions page

11/28/2018 – Page 26, Change – under Holidays

Exceptions to this are pre-approved PTO and illnesses documented by a doctor's note the day the employee returns to work.