**MBD Landscape, Inc.**

**d/b/a Northeast Landscape Contractors**

**Employee Handbook**

**MBD Landscape, Inc. d/b/a**

**Northeast Landscape Contractors**

**Employee Handbook**

**Revised 2/1/2023**

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**Section 1**

**Introduction**

**1.1 Welcome to MBD Landscape, Inc. d/b/a**

**Northeast Landscape Contractors**

Welcome to MBD Landscape, Inc. d/b/a Northeast Landscape Contractors hereon referred to as the Company.

Dear Team Member: It is our pleasure to welcome you as a new team member of the Company. You have become a part of an organization that prides itself on honesty, integrity, and service to our customers. With the commitment of hardworking team members like you, we have been able to successfully serve the public since 1988. Our team members are one of this company's most valuable assets.

This team member handbook is a general guide that we hope will help you understand how you and the company 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 our Human Resource Manager. Thank you for joining our team. We hope your experience here will be challenging, fun, and rewarding.

**1.2 Employee Handbook**

This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of MBD Landscape, Inc. d/b/a Northeast Landscape Contractors (the "Company") and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time in its sole and absolute discretion. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

**1.3 Changes in Policy**

Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. No oral statements or representations can in any way alter the provisions of this Handbook. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company. If you are uncertain about any policy or procedure, please check with your manager or Human Resources.

**1.4 Employment-At-Will**

Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.

Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the President, or Human Resources has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the President, or Human Resources Manager of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

**1.5 Arbitration Policy**

In consideration of your employment with the Company, its promise to arbitrate all employment-related disputes, and your receipt of the compensation, pay raises, and other benefits paid to you by the company, at present and in the future, you agree that any and all controversies, claims, or disputes with anyone (including the company and any employee, officer, director, or benefit plan of the company, in their capacity as such or otherwise), whether brought on an individual, group, or class basis, arising out of, relating to, or resulting from your employment with the Company or the termination of your employment with the company, including any breach of this agreement, shall be subject to binding arbitration under the terms and conditions set forth in the at-will employment, confidential information, invention assignment, arbitration agreement and express waiver of jury trial between you and the Company (or such other confidentiality agreement between you and the company, each the "confidentiality agreement"). In the event the confidentiality agreement between you and the Company does not contain an arbitration provision, then you nevertheless agree to arbitrate any and all claims set forth above in a neutral, mutually agreeable forum according to the applicable minimum standards for arbitration. You acknowledge and agree that you and the Company are each waiving the right to a trial by jury or to participate as a plaintiff of class member in any purported c lass action or representative proceeding.

**Section 2**

**Employment Policies**

**2.1 Employee Classifications**

The following terms are used to describe employees and their employment status:

**Exempt Employees -** Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Massachusetts state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

**Nonexempt Employees -** Employees whose positions do not meet specific tests established by the FLSA and Massachusetts state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered nonexempt. Employees working in nonexempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.

**Full-Time Employees -** A full-time seasonal team member is one who is employed at least 40 weeks per year, 40 hours per week continuously.  This individual is eligible for all full-time seasonal benefits as outlined in this handbook.   Due to our geographic location, there is a lay-off period during winter months.  The Company makes every effort to provide income during our off season.  Full-Time Seasonal Team members will be eligible to collect Massachusetts Unemployment Benefits.  In return, you are expected to show up and work upon The Company’s request with adequate notice.  Failure to show up or consistent unavailability will adversely affect your Massachusetts Unemployment benefits, whereas reports are issued to the state regarding employment that was available.

**Part-Time Employees -** Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.

**Temporary Employees -** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment (see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.

perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.

Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause and with or without notice.

**2.2 Equal Employment Opportunity & Americans with Disabilities Act.**

It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, the Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), the Company provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

**2.3 Confidentiality.**

In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See also Internet, Email and Computer Use policy, herein.

As a condition of employment with the Company, all employees must sign a Non-Disclosure Agreement.

**2.4 Employment of Minors.**

The FLSA's child labor provisions, which the Company strictly adheres to, are designed to protect the educational opportunities of youth and prohibit their employment in jobs that are detrimental to their health and safety. Generally speaking, the FLSA sets the minimum age for employment (14 years for non-agricultural jobs), restricts the hours youth under the age of 16 may work, and prohibits youth under the age of 18 from being employed in hazardous occupations. In addition, the FLSA establishes subminimum wage standards for certain employees who are less than 20 years of age, full-time students, student learners, apprentices, and workers with disabilities. Employers generally must have authorization from the U.S. Department of Labor's Wage and Hour Division (WHD) in order to pay sub-minimum wage rates.

**2.5 Employment of Relatives.**

The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in- law, current father-in-law, grandparent, or grandchild.

If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

**2.6 Introductory Period.**

Prior to your start date, you will meet with HR and your Supervisor. Plan to spend at least ½ day to get familiarized with your job position, meet staff, and complete all of your on-boarding paperwork. The first 90 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. At 30 days of employment, your manager will perform a preliminary review based on observation and field supervisor input and may offer suggestions. Upon completion of the 90 day introductory period, your manager will again review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change-the employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

**2.7 Personnel Records and Employee References.**

The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices during regular business hours and in the presence of an individual appointed by the Company to maintain the records. You also have the right to obtain a copy of your personnel files, but you may be required to pay for any such copies. You may add your comments to any disputed item in the file.

By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company. Compensation information may also be verified if written authorization is provided by the employee.

**2.8 Privacy.**

The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. Healthcare enrollment information is kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.

The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

**2.9 Immigration Law Compliance.**

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 on the date of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an I-9 form if they have not completed an I-9 form with the Company within the past three years, or if their previous I-9 form is no longer retained or valid. You MUST provide two forms of ID from the following: copy of your valid driver’s license, passport, social security card, birth certificate or valid U.S. Citizen ID Card. You may raise questions or complaints about immigration law compliance without fear of reprisal.

**2.10 Political Neutrality.**

Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

**Section 3**

**Hours of Work and Payroll Practices**

**3.1 Pay Periods and Paydays.**

Employees are paid on a weekly basis. All employees will be paid on Friday of each week. All employees are paid by check or direct deposit on the above-mentioned payday. If the regular payday falls on a Company holiday, employees will be paid on the last business day before the holiday.

We highly recommend you sign up for direct deposit with either a checking or savings account. This will eliminate you having to get a paper check and having to cash it.

Any changes to payroll such as tax changes, bank account changes, etc. MUST be submitted to HR first thing Monday morning. You will need to complete new paperwork for such changes, which will remain into effect unless you complete new paperwork. There will be NO exceptions.

**3.15 Scheduling Landscape Season**
The standard workweek is a minimum of 40 hours. Your work schedule will be determined by the workload and will depend on the needs of the department to which you are assigned which can include 10 hour workdays and weekends ~~work~~.  It is the responsibility of each team member and essential to know his or her working hours and notify a supervisor of scheduling conflicts You will need to check in with your Supervisor before you head back to the shop every day – there will be NO exceptions.

**Team members are expected to report for work at scheduled times regardless of the weather** unless notified by their Team Leader regarding a delayed start or cancellation.   If inclement weather occurs and keeps the crews from reporting to the job for that day, the hours may be made up on that weekend at the Company’s discretion.

**3.15B Snow Scheduling**

**You are required to work on call winter hours for snow removal. Employee will be paid a premium rate and will receive a minimum of 3 hours of pay.**

**3.2 Overtime.**

Exempt employees are paid the same base salary weekly on an annual basis. It is encouraged that you manage your weekly workload to be completed within the 40-hour workweek.

Nonexempt employees will be paid in accordance with federal and Massachusetts state law.

The standard work week for non-exempt employees is 40 hours. Should the Company find it necessary to employ an employee in excess of this standard, overtime hours shall be compensated at the rate of one and one-half times the regular rate of pay.

All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

**3.3 Rest and Meal Periods.**

All rest and meal periods will be in accordance with Massachusetts state law. NLC highly recommends you come to work prepared with all beverages, meals, etc. to be more efficient and maximize your 30- minute break time.

All employees scheduled to work more than six hours will be provided with a 30-minute unpaid meal period. In addition, Massachusetts’ law does not require employers to provide any rest breaks. If through vehicle tracking it is found that you have exceeded our 30-minute allotted time meal break, these additional unauthorized stops will be deducted from your time clock.

**3.4 Time Clock**

All employees are required to keep an accurate and complete record of their attendance and hours worked via the Company time clock. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way. It is incumbent upon the employee to validate their time clock every day through the app. To ensure that they have clocked in and out properly each day.

**3.5 Payroll Deductions.**

Various payroll deductions are made each payday to comply with Federal and State laws. Pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance and Family Temporary Disability Insurance, and other items designated by your or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper-4 change form; federal or state form and submitting it to Accounting or Human Resources. Any changes made must be submitted to HR first thing Monday AM and will remain in effect for 30 days. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form from the prior year, which is provided directly from our payroll company. This statement summarizes your income and deductions for the year.

**3.6 Wage Garnishment.**

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

**3.7 Direct Deposit.**

All employees are encouraged to use direct deposit and have their paychecks deposited into a bank account of an accredited participating bank or credit union. Once a payroll check has been issued to you, it is NOT the responsibility of NLC to ensure that you are able to cash this check at a financial institution. Talk to the Human Resources Manager if you would like to enroll in direct deposit, make changes to your direct deposit or if you have any questions.

**Section 4**

**Standards of Conduct and Employee Performance**

**4.1 Anti- Harassment and Discrimination.**

The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

**Prohibited Conduct:**

Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

  a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement;

  b. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or

***c. it creates a hostile or offensive work environment***.

Prohibited harassment includes (but is not limited to) unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

**Complaint Procedure:**

Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to Human Resources or any other member of management.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation which may involve interviewing witnesses if warranted and, if improper conduct is found, take appropriate corrective action.

If an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate State or Federal enforcement agency for legal relief.

**4.2 Attendance.**

Punctuality and regular attendance are essential to the successful operation of the Company's business.  Team members must personally first notify the Operations Manager by phone call, not text if they are to be absent on the day of scheduled work. If that person is unreachable, the next call goes to their Direct supervisor; finally, if that person is unreachable, then the team member is required to leave a voicemail with the President or Human Resources. Team members must personally notify the individuals as indicated above regarding their absence or tardiness before 6:15 AM, or within 45 minutes of their scheduled work time.  ***No call, no shows*** will lead to disciplinary action as mentioned earlier in this handbook.  For absences or tardiness of more than three consecutive workdays, the team member must call in each day with proper documentation.  The company requires the right to require a medical doctor’s notice to verify reason for absence.

If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of the Operations Manager prior to leaving.

Excessive absenteeism or tardiness will subject the employee to disciplinary action, up to and including termination.

**4.3 Discipline and Standards of Conduct.**

As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be terminated immediately.

Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property). Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination.

  a. Dishonesty;

  b. Falsification of Company records;

  c. Unauthorized use or possession of property that belongs to the Company, a coworker, or of the public;

  d. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;

  e. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;

  f. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;

  g. Unauthorized or careless use of the Company's materials, equipment or property;

  h. Unauthorized and/or excessive absenteeism or tardiness;

  i. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace or walking off the job.

  j. Sexual or other illegal harassment or discrimination;

  k. Unauthorized use or disclosure of the Company's confidential information;

  l. Violation of any Company policy as referred in this handbook.

**4.4 Dress Code.**

As a Company team member, you are our representative to the public, and your appearance should reflect the company's professional image. Cleanliness, neatness, good personal hygiene and appropriate dress are expected of team members at all times. A good first impression is everything-your success and representation of the company depends on it, and you only have one opportunity. Team members are required to wear the company uniform to help customers recognize staff more easily. Uniforms are paid/reimbursed for by, and are the property of, the company. Upon termination, team members must return uniforms to the company, except for hats. Production Crews, Mechanic Shirts, hats and sweatshirts shall be NLC issued. An allowance will be provided to you for the purchase of khaki colored pants. No other clothing is acceptable. Shirts shall be tucked in and buttoned appropriately, pants buttoned and zippered. Clothes need to be clean and presentable at all times. Belts shall be worn in either black or brown, as well as work style boots or shoes. If a hat is worn, it shall be a NLC only, with the bill facing forward only. You may or may not cup the bill, according to your style preference. Men-facial hair is acceptable, however, only if well groomed and proper hygiene is necessary at all times.. Hair shall be maintained and orderly.

**4.5 Safety.**

The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.  The company will provide you a separate Company Safety Handbook separate from this handbook.

The team member will be responsible for the proper care and use of all the Company’s equipment and materials. Safety equipment is issued to team members on a monthly/annual basis. In the event the safety equipment is damaged or lost before the normally scheduled replacement date, the equipment will be REPLACED AT THE EMPLOYEE’S EXPENSE.

**4.6 Substance Abuse**

The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or at any location while wearing company uniforms.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out as an illegal or recreational drug ie marijuana. Though marijuana is legal in Massachusetts, it is NOT legal to use during the workday, especially while driving and operating a company vehicle or equipment. The Company may administer random drug testing or breathalyzer testing.

Any violation of this policy will result in disciplinary action from suspension and up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

**4.65 Smoking**

The Company has implemented a “**NO SMOKING**” policy on client’s properties.  At this point, you may smoke on Company property where designated. While on NLC property, please dispose of cigarettes in an appropriate receptacle. Should we continue to see cigarettes on NLC property, it will become a NO SMOKING on premises policy.

There is no smoking allowed in company vehicles as more than one team member uses the company vehicle as well as vehicle transports team members and clients…”(Massachusetts General Law 270ss22)” The only appropriate time to smoke is during mid-morning and mid-afternoon breaks, or lunch.

Do not smoke near any fuel cans or open gas tanks for reason of possible explosion during those breaks.

All cigarette butts are the responsibility of the individual smoking, and need to be disposed of properly, NOT on client’s properties, or in vehicles or trailers.  They should be deposited in a bottle with water or similar to avoid any fire issues, and disposed of properly – our dumpster is fine as long as in a bottle of water.

***\*\*\*Written warnings will be issued by Managers and Supervisors, and infractions will lead to dismissal after the third warning\*\*\****

**4.7 Workplace Searches.**

All offices, desks, file drawers, cabinets, lockers, Company vehicles, and other Company equipment (including but not limited to computers, e-mail and voice mail) and facilities or any area on Company premises are the property of the Company ("Company Property"), and are intended for business use. Employees should have no expectation of privacy with respect to Company property and/or items stored within Company Property or on Company premises. Inspection may be conducted at any time, without notice, at the discretion of the Company.

In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, brief cases, lunch boxes or any other possessions or articles brought on to the Company's premises.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

**4.8 Internet, Email and Computer Use Policy.**

The Company uses various forms of electronic communication including, but not limited to: computers, email, telephones, voicemail, instant message, text message, Internet, cell phones, tablets and smart phones (hereafter referred to as "electronic communications"). The electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the Company and are to be used only for Company business and not for personal use. Any personal misuse of equipment that incurs charges to the Company will be deducted from the employee’s paycheck. All equipment issued by the Company should be returned to the Company.

The following rules apply to all forms of electronic communications and media that are: (1) accessed on or from Company premises; (2) accessed using the Company computer or telecommunications equipment, or via Company-paid access methods; and/or (3) used in a manner which identifies the Company. The following list is not exhaustive and the Company may implement additional rules from time to time.

  a. Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Company policy, or not in the best interest of the Company. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline, up to and including termination**. \*\*EMPLOYEES MAY NOT INSTALL PERSONAL SOFTWARE ON COMPANY COMPUTER SYSTEMS\*\***

  b. Employee's own electronic media may only be used during breaks or for Company business.

  c. All electronic information created by any employee on Company premises or transmitted to Company property using any means of electronic communication is the property of the Company and remains the property of the Company. You should not assume that any electronic communications are private or confidential and should transmit personal sensitive information in other ways. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Company's ownership of the electronic information. The Company will override all personal passwords if necessary for any reason.

  d. The Company reserves the right to access and review electronic files, messages, internet use, blogs, "tweets", instant messages, text messages, email, voice mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of Company policy or any law occurs. All such information may be used and/or disclosed to others, in accordance with business needs and the law. The Company reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system

  e. Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company management. No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications.

  f. Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines and voice mail communications are required to use these methods in strict compliance with the Confidentiality section of this Handbook. These communications tools should not be used for communicating confidential or sensitive information or any trade secrets.

  g. Access to the Internet, websites, and other types of Company-paid computer access are to be used for Company-related business only. Any information about the Company, its products or services, or other types of information that will appear in the electronic media about the Company must be approved before the information is placed on any electronic information resource that is accessible to others.

**4.9 Social Media Policy.**

The Company is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty, and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section.

For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user-generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms.

Employees are expected to conduct themselves in a professional manner and to respect the views and opinions of others. The Company and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted. The use of social media channels on company time for personal purposes is not allowed except on lunch breaks.

Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Company will be the property of the Company.

Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.

The Company maintains the right to monitor company-related employee activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

**4.10 Cell Phone Policy.**

The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the office, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed. If a client informs the Company that an employee is using their cell phone excessively for personal use, the Company will investigate and take appropriate discipline up to and including termination.

When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

**Section 5**

**Employee Benefits and Services**

**5.1 Generally.**

Aside from those benefits required by state and federal regulations, the Company also offers additional benefits for its full-time employees. From time to time, benefits may be added or deleted from the benefits package. The Company reserves the right to make such changes.

This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations. For information regarding employee benefits and services, employees should contact Human Resources.

**5.2 Group Health Insurance.**

The Company offers a group health plan for eligible employees. For more information, refer to the Company's benefits booklet for complete details and benefits or contact Human Resources.

**5.3 Group Life Insurance.**

The company offers a group life insurance plan for eligible employees including accidental death and dismemberment coverage. This benefit is at no cost to the employee. For more information, refer to the Company's benefits booklet for complete details and benefits or contact Human Resources.

**5.4 Simple IRA**

The Company’s Simple IRA Plan is a convenient payroll deduction method to help supplement employees’ retirement benefits and provide a long-term vehicle to accumulate savings. For information regarding employee benefits and services, employees should contact Human Resources.

**5.6 COBRA.**

Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

**5.7 Worker's Compensation.**

All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment. All injuries MUST be reported to your employer within five days of injury. You may come into the office if you require assistance in completing the injury report. The Company carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician. Workers' Compensation benefits to injured workers also include assistance to help qualified injured employees return to suitable employment. All workers’ compensation accidents must be reported immediately to your supervisor and through the Company website where an accident report is located. Without a valid workers’ compensation incident report, the Company is unable to submit a claim. All injured employees MUST have a return-to-work notice from your physician in order to return to full duty.

**5.8 Social Security Benefits (FICA).**

During your employment, you and the Company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

**5.9 Unemployment Insurance.**

The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits. It is incumbent on the employee to file their own unemployment claim by visiting: [www.uionlinle.detma.org](http://www.uionlinle.detma.org).

**5.10 Additional Benefits.**

Short and Long Term Disability provided ard are fully company sponsored.

**Section 6**

**Employee Leaves of Absence and Time Off**

**6.1 Generally.**

While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 5 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.

All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.

While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

**6.2 Paid Time Off Days.**

For the purpose of Paid time off, the Company defines the term “employee” to include any person who performs services for an employer wage, renumeration, or other compensation. This explicitly includes full-time, part-time, seasonal, and temporary employees. Eligible employees must accrue PTO time at a minimum rate of 1 hour for every40 hours worked, up to a cap of 40 hours per benefit year. Salaried employees must accrue time based on their “normal work week” which is assumed to be 40 hours per week unless their job specifies a lower number. Employees paid on a piece work or fee-for-service basis must accrue time based on a reasonable measure of the time they work, including established practices or billing.

The PTO time accrues immediately upon hire, but the employee must wait the 90-day waiting period before employees can use earned PTO time. A time off request must be approved by your supervisor prior to your taking time off***. NO time will be paid out at the end of the year. ALL time MUST be used during the season.***

If the employee lacks sufficient accrued PTO time to cover the time away from work, the employer must provide sufficient job-protected unpaid leave to make up the difference. Under the employer’s discretion, certain hours may be borrowed against future earned PTO time. In the event the employee no longer works for the Company, any owed PTO time will be deducted from the employee’s final paycheck.

Due to the nature of our business, we must enforce a “Vacation Blackout” policy during certain periods of the season to ensure we can complete our workload under strict time restraints. For these reasons, no paid time off requests will be honored during our peak hours of operation. The blackout schedule is listed below:

**The week of July 4th**

**November 15th through December 15th**

These are our busiest times, and we need a full staff to cover the increased workload.

**6.3 Holidays.**

The Company observes the following paid holidays:

* New Year’s Day
* President’s Day
* Memorial Day
* Independence Day
* Labor Day
* Thanksgiving Day
* Christmas Day

\*\* Exempt Employee Holidays

* + - Memorial Day
		- Independence Day
		- Labor Day
		- Thanksgiving Day

The Company will grant paid holiday time off to all eligible employees. Holiday pay for regular full-time employees will be calculated based on the employee's base pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

If an eligible non-exempt employee works on a recognized holiday with Company approval, he or she will receive holiday pay plus wages at his or her straight-time rate for the hours worked on the holiday.

Holiday pay will NOT be paid if the employee does not work the scheduled day before and the scheduled day after the Holiday.

**6.4 Family and Medical Leave.**

 **Paid Medical -You may be entitled up to:**

* 12 weeks of paid family leave in a benefit year for the birth, adoption, or foster care placement of a child, or because of a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the Armed Forces.
* 20 weeks of paid medical leave in a benefit year if they have a serious health condition that incapacitates them from work.
* 26 weeks of paid family leave in a benefit year to care for a family member who is a covered service member undergoing medical treatment or otherwise addressing consequences of a serious health condition relating to the family member’s military service.

 **Paid Family - You may be entitled to up to:**

* 12 weeks of paid family leave in a benefit year to care for a family member with a serious health condition.
* 26 total weeks, in the aggregate, of paid family and medical leave in a single benefit year.

Your weekly benefit amount will be based on the employee’s earnings, with a maximum benefit of $850.00 per week.

**6.5 Workers' Compensation Leave.**

All states have Workers’ Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment. The Company caries Workers’ Compensation insurance for all employees and pays the entire cost of the insurance program.

An employee who suffers an injury or illness in connection with the job MUST report the incident immediately to their supervisor within 5 days to be eligible to receive payment through the insurance company for lost wages. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers’ Compensation, with payments being made directly to the hospital or physician. Workers’ Compensation benefits to injured workers also include assistance to help qualified injured employees return to suitable employment.

**6.6 Bereavement Leave.**

In the event of a death in the immediate family, employees may have up to 3 working days, with pay, at their regular straight time rate or base salary, to handle family affairs and attend the funeral. "Immediate family" is defined as: father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in- law, grandparents and grandchildren. This benefit does not apply to employees who are on winter lay-off.

**6.7 Jury Duty.**

U.S. citizens have a civic obligation to provide jury duty service when called. By state law, all employees (full and part-time) are entitled to be paid your regular wages for any work missed for the first 3 days of your service. After the third day, the State may compensate the jurors at the rate of $50.00 per day. This pay is taxable.

The employee must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover his or her duties. Employees are required to call in or report for work on those days or parts of days when their presence in court is not required.

**6.8 Voting Time.**

Employees who are registered voters and who lack nonwork hours when polls are open to vote in any local, state, and national election may take off the first two hours that polls are open without pay after applying for a leave of absence from their employer.

**6.9 Lockers**

The Company will provide each employee with their own locker to be used for storage. You MUST provide a lock for your locker. All lockers must be cleaned out weekly. All lockers are subject to a search, with the employee present.

**6.10 Back Lot**

No personal vehicles will be allowed out in the back lot area without authorization from the Operations Manager. Should any damage be caused to your personal property, The Company will assume NO responsibility.

**6.11 Parking**

All employees MUST park in the front parking lot in the designated area. Should there be no spaces available, you MUST park on the street in front of the building. - there will be NO exceptions to this.

**At-Will Employment Agreement and**

**Acknowledgement of Receipt of Employee Handbook**

I acknowledge that I have been provided with a copy of the MBD Landscape, Inc. (the "Company") Employee Handbook, which contains important information on the Company's policies, procedures and benefits, including the policies on Anti-Harassment/Discrimination, Substance Use and Abuse and Confidentiality. I understand that I am responsible for familiarizing myself with the policies in this handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the Company and me is at-will and can be terminated by the Company or me at any time, with or without cause or notice. Furthermore, the Company has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify the Company's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and an authorized representative of the Company. This is the entire agreement between the Company and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand that the Company reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that the Company reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the Company Employee Handbook. I have read (or will read) and agree to abide by the policies and procedures contained in the Handbook.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 EMPLOYEE