



**EMPLOYEE  
MANUAL**

**December 2019**

REINHART GROUNDS MAINTENANCE INC.  
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# Contents

<b>INTRODUCTION .....</b>	<b>5</b>
<b>GENERAL NOTICES .....</b>	<b>5</b>
<b>AT WILL EMPLOYMENT .....</b>	<b>6</b>
<b>NON-DISCRIMINATION/NON-HARASSMENT/ .....</b>	<b>6</b>
<b>NON-RETALIATION POLICY.....</b>	<b>6</b>
EQUAL EMPLOYMENT OPPORTUNITY .....	6
IMPORTANT NOTICE .....	6
HARASSMENT POLICY .....	7
WHAT IS HARASSMENT? .....	7
NON-DISCRIMINATION/HARASSMENT .....	7
RESPONSIBILITY OF EMPLOYEE .....	7
EMPLOYEE RECOURSE/NON-RETALIATION.....	8
<b>PERSONNEL ADMINISTRATION .....</b>	<b>8</b>
PERSONNEL FILE .....	8
PRE-EMPLOYMENT PHYSICAL & BACKGROUND CHECK .....	9
ANNIVERSARY DATE .....	9
INTRODUCTORY PERIOD .....	9
PROPERTY ISSUED AT HIRE .....	10
UPGRADE OF ELECTRONIC EQUIPMENT .....	10
RESIDENCY REQUIREMENT FOR COMPANY VEHICLE .....	10
BUSINESS HOURS/WORK SCHEDULES/OVERTIME .....	10
SNOW OPERATIONS AND SNOW PAY .....	11
<i>Disqualifications of the snow pay:</i> .....	12
MEAL PERIODS.....	12
DRESS AND APPEARANCE .....	12
RETURNING COMPANY EQUIPMENT AND UNIFORMS .....	13
DAMAGE CLAIMS.....	13
HOUSEKEEPING .....	13
SMOKING .....	13
DRUGS AND ALCOHOL .....	13
LEGAL REQUIREMENTS FOR FIELD EMPLOYEES .....	14
CUSTOMER SITES .....	14
<b>RGMI CORPORATE TRAVEL POLICY .....</b>	<b>15</b>
PURPOSE.....	15
SCOPE .....	15
POLICY.....	15
EXPENSE REPORTS .....	15
REIMBURSABLE EXPENSES.....	15
NON-REIMBURSABLE EXPENSES.....	16
<b>EMPLOYMENT POLICIES.....</b>	<b>16</b>
OPEN DOOR POLICY .....	16
THE EMPLOYMENT REVIEW PROCESS.....	17
NON-COMPETE AGREEMENT .....	17
NON-DISCLOSURE OF CONFIDENTIAL INFORMATION .....	17

CONFLICT OF INTEREST .....	18
OUTSIDE EMPLOYMENT .....	19
NON-SOLICITATION .....	19
<b>STANDARDS OF CONDUCT .....</b>	<b>20</b>
GENERAL JOB PERFORMANCE.....	20
STANDARDS OF CONDUCT.....	20
DISCIPLINARY PROCEDURE GUIDELINES .....	22
TIMEKEEPING .....	23
ABSENCE OR LATENESS .....	23
EXCESSIVE ABSENTEEISM OR LATENESS .....	24
RECORD OF ABSENCE OR LATENESS .....	24
<b>COMPENSATION AND PERFORMANCE POLICIES .....</b>	<b>24</b>
DEDUCTIONS FROM PAYCHECK .....	24
ERROR IN PAY .....	25
SALESFORCE AND ACCOUNT MANAGEMENT PAY.....	25
COMMISSION TERMS AND CONDITIONS.....	26
PAYROLL DISTRIBUTION/COMMISSION.....	27
DISCRETIONARY BONUS .....	27
ANNIVERSARY BONUS.....	28
REFERRAL BONUS .....	28
PERFORMANCE REVIEWS.....	29
<b>BENEFITS, HOLIDAY AND VACATION POLICIES .....</b>	<b>29</b>
THE BENEFITS PACKAGE .....	29
EMPLOYEE DESIGNATIONS.....	29
ELIGIBILITY FOR BENEFITS .....	30
HOLIDAYS.....	30
<b>VACATION BENEFITS.....</b>	<b>30</b>
VACATION TIME .....	31
VACATION PAY – OFFICE/SALARIED EMPLOYEES:.....	31
VACATION PAY - HOURLY EMPLOYEES: .....	31
VACATION GUIDELINES .....	32
MEDICAL INSURANCE.....	32
<b>TIME OFF BENEFITS.....</b>	<b>33</b>
PART A.....	33
<i>Family and Medical Leave Act (FMLA)</i> .....	34
PART B.....	37
<i>Medical Leaves of Absence for Non FMLA Qualifying Employees</i> .....	37
MILITARY SERVICE LEAVE .....	37
BEREAVEMENT LEAVE .....	38
JURY DUTY .....	38
WITNESS DUTY.....	39
<b>E-MAIL, TELEPHONE AND OTHER ELECTRONIC COMMUNICATIONS.....</b>	<b>39</b>
ELECTRONIC COMMUNICATION AND INTERNET USE POLICY.....	40
CELL PHONE USAGE-PERSONAL AND COMPANY ISSUED.....	44
COMPANY PHONE AND MAIL SYSTEMS .....	44

<b>WORKERS COMPENSATION INSURANCE COVERAGE.....</b>	<b>45</b>
ACCIDENT AND WORKERS' COMPENSATION .....	45
USE OF EQUIPMENT AND VEHICLE .....	45
DRIVING PRACTICES AND SAFETY .....	46
VEHICLE USE TAX.....	46
SAFETY RULES .....	47
VEHICLE ACCIDENTS .....	48
OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) .....	48
EMERGENCY CLOSINGS .....	49
WORKPLACE VIOLENCE AND SECURITY INSPECTIONS .....	49
<b>OTHER IMPORTANT POLICIES .....</b>	<b>49</b>
SOCIAL MEDIA POLICY.....	49
GUIDELINES.....	50
<b>SOCIAL SECURITY NUMBER PRIVACY POLICY .....</b>	<b>51</b>
<b>REDUCTION OF APPLICABLE STATUTE OF LIMITATION PERIOD .....</b>	<b>52</b>
IMMIGRATION LAW COMPLIANCE .....	53
CREDIT CARD PRIVACY POLICY.....	53
<b>ACKNOWLEDGMENT AND AGREEMENT.....</b>	<b>55</b>
<b>APPENDIX A .....</b>	<b>56</b>
<b>THE RGMi STANDARDS .....</b>	<b>56</b>
STANDARDS FOR VEHICLES .....	56
EXTERIOR:.....	56
INTERIOR:.....	56
CHEMICAL COMPARTMENT: .....	56
STANDARDS FOR EQUIPMENT .....	57
STANDARDS FOR PERSONAL APPEARANCE.....	57
STANDARDS FOR OFFICES, AND GARAGES .....	58
EXTERIOR:.....	58
INTERIOR:.....	58
STANDARDS FOR COMMUNICATION .....	58
A. PHONES:.....	58
B. PERSON TO PERSON (VERBAL).....	59
C. WRITTEN COMMUNICATION .....	60
STANDARDS FOR CUSTOMER RELATIONS .....	60
A. CUSTOMER RELATIONS.....	60
B. PERSONAL.....	61
C. SALES .....	61
D. SERVICE.....	61
STANDARDS OF BEHAVIOR.....	62
A. AMONGST OURSELVES .....	62
B. LANGUAGE.....	62
C. PUBLICLY.....	62
D. WORK ETHICS .....	63
E. OTHER.....	63

## **Introduction**

To those of you who are joining us at Reinhart Grounds Maintenance Inc, (RGMI) a sincere welcome! And to those of you who have been with us throughout the years, our thanks for your loyal cooperation, which has contributed to our growth. We believe that each employee contributes directly to the organization's growth and success, and we hope you will take pride in being a member of our team.

This Employee Manual was developed to describe the various benefits and standards for which you, as an employee, may be eligible and discusses the policies and programs relative to your employment with RGMI. All employees are responsible for familiarizing themselves with the contents of the Employee Manual as it will provide answers to many questions about employment with RGMI. Please read the Employee Manual carefully and keep it for your reference. You are responsible for keeping informed of any changes complying with the information contained in the Manual. If you do not understand something contained herein, it is your responsibility to ask Management for clarification regarding any policies you do not understand.

We hope that your experience with Reinhart Grounds Maintenance Inc (RGMI) will be challenging, enjoyable and rewarding. Again, welcome!

Reinhart Grounds Maintenance Inc. will be referred to as RGMI henceforth

## **General Notices**

THIS EMPLOYEE MANUAL IS TO CLARIFY WHAT IS EXPECTED OF EMPLOYEES AND TO CLARIFY WHAT EMPLOYEES CAN EXPECT. THIS MANUAL IS NOT A CONTRACT, EXPRESS OR IMPLIED, GUARANTEEING EMPLOYMENT FOR ANY SPECIFIC DURATION. ALTHOUGH WE HOPE THAT YOUR EMPLOYMENT RELATIONSHIP WITH US WILL BE LONG TERM, EITHER YOU OR RGMI MAY TERMINATE THIS RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. PLEASE UNDERSTAND THAT NO SUPERVISOR, MANAGER, OR REPRESENTATIVE OF RGMI, OTHER THAN THE PRESIDENT, HAS THE AUTHORITY TO ENTER INTO ANY AGREEMENT WITH YOU FOR EMPLOYMENT FOR ANY SPECIFIED PERIOD OF TIME OR TO MAKE ANY PROMISES OR COMMITMENTS CONTRARY TO THE FOREGOING. FURTHER, ANY EMPLOYMENT AGREEMENT ENTERED INTO BY THE PRESIDENT SHALL NOT BE ENFORCEABLE UNLESS IT IS IN A FORMAL WRITTEN AGREEMENT AND SIGNED BY YOU AND THE PRESIDENT. STATEMENTS OF POLICIES AND PRACTICES DESCRIBED IN THIS MANUAL DO NOT CONSTITUTE A LEGAL CONTRACT BETWEEN RGMI AND YOU, OR ANY OTHER INDIVIDUAL.

REVISIONS, AMENDMENTS, OR WRITTEN ANNOUNCEMENTS MAY BE MADE OCCASIONALLY WHICH CAN CHANGE THE INFORMATION IN THIS MANUAL. RGMI RETAINS THE RIGHT TO UNILATERALLY MODIFY AND/OR TERMINATE ANY POLICIES, PRACTICES, PROCEDURES AND STANDARDS IT HAS ADOPTED OR

IMPLEMENTED, TO THE EXTENT NOT LIMITED BY LAW. CHANGES WILL BE POSTED OR GIVEN TO YOU TO KEEP WITH YOUR MANUAL. IF YOU STILL HAVE ANY QUESTIONS AFTER READING THIS MANUAL, PLEASE DIRECT THEM TO MANAGEMENT.

THIS EMPLOYEE MANUAL SUPERSEDES ANY AND ALL OTHER OR PREVIOUS EMPLOYEE MANUALS OR OTHER POLICIES OF RGMI, WHETHER WRITTEN OR ORAL. RGMI AND MUST BE RETURNED TO RGMI UPON LEAVING EMPLOYMENT. RGMI IS IN COMPLIANCE WITH ALL POSTINGS REQUIRED BY STATE AND FEDERAL LAW WHICH CAN BE FOUND IN THE OFFICE AREA ACCESSIBLE TO ALL EMPLOYEES. THROUGHOUT THIS EMPLOYEE MANUAL, MASCULINE PRONOUNS SUCH AS HE, HIS, OR HIM SHALL BE CONSTRUED SO AS TO INCLUDE BOTH GENDERS.

## **At Will Employment**

All employment and compensation with RGMI is “at will” which means that your employment can be terminated with or without cause, and with or without notice, at any time, at the option of either RGMI or you. If you voluntarily terminate employment, RGMI requires a four (4) week notice. No modifications can or will be made to the “at will” policy. You should not interpret anything, whether written or oral, as a modification of the “at will” policy.

## **Non-Discrimination/Non-Harassment/**

### **Non-Retaliation Policy**

#### **Equal Employment Opportunity**

RGMI provides an equal employment opportunity without regard to race, color, sex, age, disability, religion, national origin, marital status, sexual orientation, height, weight, ancestry, genetic information, political belief or activity, or status as a veteran. The policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

#### **Important Notice**

It is the policy of RGMI to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA) and all State statutes regarding your employment rights. RGMI will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability.

## Harassment Policy

RGMI intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility or other offenses which might interfere with work performance. Harassment of any sort, whether verbal, physical, visual or otherwise will not be tolerated.

### What Is Harassment?

Harassment can take many forms. It may be, but is not limited to, words, signs, jokes, pranks, intimidation, physical contact, or violence. Harassment may or may not be necessarily sexual in nature.

Sexual harassment is prohibited because it is intimidating, is often the result of an abuse of power and is wholly inconsistent with RGMI's policies and Management philosophy. Sexual harassment is defined, generally, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, express or implied. Sexual harassment can take the following forms:

- When submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- When submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
- When such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

### Non-Discrimination/Harassment

It is our philosophy and policy that any unlawful discrimination and/or harassment against any employee or applicant based on race, color, sex, age, disability, religion, national origin, marital status, sexual orientation, height, weight, ancestry, political belief or activity, or status as a veteran will not be allowed or tolerated. This policy applies to all employment practices including recruiting, hiring, pay rates, training and development, promotions and other terms and conditions of employment and termination.

RGMI also prohibits any form of harassment, joking remarks, stories, nicknames, or other abusive conduct directed at employees, clients, or others doing business with RGMI because of their race, color, sex, age, disability, religion, national origin, marital status, sexual orientation, height, weight, ancestry, genetic information, political belief or activity, or status as a veteran.

### Responsibility of Employee

All RGMI's employees have a responsibility for keeping our work environment free of all types of harassment and discrimination. Any employee who becomes aware of an incident of harassment or discrimination, whether by witnessing the incident or being told of it, must report it, in writing, to Management. When Management becomes aware of harassment or discrimination, it will review the situation and take the necessary prompt and appropriate action. Any individual who makes unwelcome advances, threatens or in any way harasses against another employee is personally liable for such actions and their consequences.

## Employee Recourse/Non-Retaliation

Any employee who feels subjected to discrimination or harassment, including sexual harassment, or who witnesses any conduct which appears to involve discrimination or harassment, should immediately report it in writing to Management, who will investigate the matter and take or recommend prompt and appropriate action. If the report has merit, disciplinary action will be taken against the offender. Depending on the severity of the misconduct, the disciplinary action could range from a warning to termination of employment, at the discretion of RGMI.

Complaints of this nature will be maintained in confidence and divulged only to the extent necessary to complete the investigation and determine the appropriate resolution. RGMI prohibits any form of retaliation against any employee for filing a complaint or reporting any form of discrimination or harassment under this policy, or for assisting in an investigation contemplated under this policy. However, if RGMI determines that false information was provided regarding the complaint or report of harassment or discrimination, disciplinary action may be taken against that individual up to and including discharge, at the discretion of RGMI.

## Personnel Administration

### Personnel File

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, you are required to notify Management, in writing, as soon as possible:

1. Legal name
2. Home address
3. Home telephone number
4. Person to call in case of emergency
5. Number of dependents
6. Marital status
7. Exemptions on your W-4 tax form

Coverage or benefits that you and your family may receive under RGMI's benefits package could be negatively affected if the information in your personnel file is incorrect.

Since RGMI may refer to your personnel file in connection with promotions, transfers, lay-offs and recalls, it is to your benefit to be sure your personnel file includes information about completion of educational or training courses, outside civic activities, and areas of interest and skills that may not be part of your current position here.



## Pre-Employment Physical & Background Check

Due to the nature of RGMI's business, each prospective employee must undergo a pre-employment physical examination and drug screen performed at a facility of the Company's choice. The results of the pre-employment physical and drug screen shall be kept confidential. Only the applicant and Company official(s) with a need to know will have access to the results. A background check will also be conducted that consists of checks for any possible criminal convictions as checks on the applicant's driving record.

Any offers of employment and assignment to job duties are contingent upon completion of the physical examination and drug screen, as well as a background check satisfactory to RGMI.

After employment begins, RGMI may continue to do annual background checks relative to criminal convictions and traffic law violations, as well as drug screens should the need arise.

## Anniversary Date

The first day you report to work is your official anniversary date. Your anniversary date and length of service may be used to compute various conditions and benefits described in this Manual.

## Introductory Period

Your first sixty (60) days of employment at RGMI are considered an Introductory Period and during that period you will not be eligible for benefits until the completion of your introductory period.

This Introductory Period will be a time for getting to know your fellow employees, Management and the tasks involved in your position, as well as becoming familiar with the services offered by RGMI. This Introductory Period is a try-out time for both you, as an employee, and RGMI, as an employer. During this Introductory Period, RGMI will evaluate your suitability for employment, and you can evaluate RGMI as well. At any time during these first sixty (60) days you may resign without any detriment to you or your record. If, during this period, your work habits, attitude, attendance or performance do not measure up to our standards, we may release you, or in the alternative and at the discretion of RGMI, your Introductory Period may be extended beyond the initial sixty (60) days for a time to be determined by RGMI to further evaluate your work habits, attitude, attendance and performance. The at-will policy of RGMI will be in full force and effect at all times, including the Introductory Period.

At the end of the Introductory Period, Management may discuss your job performance with you. This review will be much the same as the normal job performance review that is held for regular full-time or part-time employees on an annual basis. During the course of the discussion, you are encouraged to give your comments and ideas as well.

Please understand that completion of the Introductory Period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for cause or alter the RGMI's "at will" policy.

A former employee who has been rehired after a separation from RGMI of more than one (1) year is considered an introductory employee during their first sixty (60) days following rehire.

## Property Issued at Hire

Upon hire by RGMI, employees may be issued numerous pieces of property. Any property issued to a RGMI employee is for the express use by the RGMI employee and non-employees may not use any of the items provided. Employees are responsible for the following items, or those items in their possession or control:

Credit Cards	Equipment	Mobile Phones
Identification Badges	Keys	Vehicle
Manuals	Protective Equipment	Tools
Written Material	Computer Disks or CD's	Uniforms
Hand-held Devices	Computer Equipment	Bar Code Scanners

## Upgrade of electronic equipment

The upgrade of electronic equipment will be at the discretion of RGMI. If you have incurred damages to your equipment prior to RGMI determining an upgrade is necessary, you will be responsible for the replacement/repair cost based on a scale listed below. The upgrade will be up to the manager's discretion to deem necessary.

- Up to 1 year = 100% employee responsibility for replacement/repair cost
- 1-2 years old = 75% employee responsibility for replacement/repair cost
- 2-3 years old = 60% employee responsibility for the replacement/repair cost
- 3-4 years old = 40% employee responsibility for the replacement/repair cost

Employees who are leaving RGMI for any reason must turn in all Company equipment and documents, and must return any equipment and documentation relating to any client of RGMI, and any supplies, identification badges or passes, keys, credit cards and other miscellaneous property immediately. In addition to the above listed property, employees must also return any and all writings, floppy and/or laser diskettes (including CDs and DVDs), information or data stored in any medium, all copies of e-mail messages, recordings and drawings pertaining to the Company or your employment with the Company, all trade secrets, confidential information, inventions and works of the Company or related to the Company.

## Residency Requirement for Company Vehicle

If the employee lives further than 15 miles from their reporting RGMI location, that they are not allowed to drive their assigned company vehicle home without manager's approval. They are to leave their company vehicle at the business and drive their personal vehicle to and from work.

## Business Hours/Work Schedules/Overtime

Regular office hours of operation are Monday through Friday from 8:00 a.m. to 5:00 p.m. Saturday and Sunday, the offices are closed. However, due to the nature of the business and the staffing and operational demands which often arise, variations in starting and ending times may occur, as well as variations in the total hours that may be scheduled each day and week.

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notifications of these mandatory

assignments will be provided. All overtime work must receive Management's prior authorization. Overtime assignments will be distributed as equitably as possible to all employees qualified to perform the required work. Overtime compensation, at time and one-half, is paid to non-exempt employees for all hours worked in excess of forty (40) hour in any work week. Failure to work scheduled overtime or overtime worked without prior authorization from Management may result in disciplinary action, up to and including immediate discharge.

As required by law, overtime pay is based on actual hours worked. Time off on personal leave, vacation, holidays or any leave of absence will not be considered hours worked for purposes of calculating overtime pay.

To maintain the quality of service RGMI's clients have come to expect, we expect our employees to be ready for work at their appointed time and to be productive while at work. Promptness in arriving to work and returning after designated breaks is imperative. Given the nature of our business and dependency of our clients upon us, tardiness will not be tolerated and will lead to discipline up to and including discharge. Any errands or personal appointments are to be made before or after work, or during designated breaks.

### Snow Operations and Snow Pay

Snow pay is a privilege that Reinhart Grounds Maintenance, Inc. chooses to pay due to the irregular nature of the snow and ice management hours. Snow pay may be denied at any time at the sole discretion of management based on the employee's performance, job abandonment, termination, resignation, and adherence to the following guidelines.

Reinhart Grounds Maintenance, Inc. will pay snow pay at a rate of time and a half to all eligible employees that perform Snow and Ice Management Services.

The employee will be eligible for snow pay under the following conditions:

1. Services are being performed during the weather event.
2. Accurate paperwork:
  - A. It is the entire crew's job to assure that all paperwork is correct. If the crew leader does not fill out the paperwork correctly the entire crew may become ineligible for snow pay.
  - B. Accurate times and material are recorded correctly and as work is performed.
1. Correct people are accounted for, including full names and times including on all additional HR paperwork fill out and (Union Operators)
  - C. Correct material and quantity of that material is recorded.
  - D. Paperwork is turned in prior to clocking out and leaving the shop/job site
3. Employee reports to work
  - A. Employee responds to call out text message or phone call within 15 minutes
  - B. Employee arrives at designated location within 60 minutes of call out
4. Employee stays in communication with the office/dispatcher
  - A. Employee should answer any call from dispatcher within a timely manner
  - B. Employee should be reachable every ½ hour or less
  - C. Employee should periodically call in to report status of jobsite/route

### Disqualifications of the snow pay:

1. If employee fails to follow the above requirements, he/she will lose snow pay for the current event as well as the following 2 full events.

The following circumstances will be paid at a rate of the employees' regular hourly rate, not snow pay:

1. Shop work
  - A. Prepping trucks and equipment prior to event
  - B. Loading trucks prior to event
  - C. Washing trucks and equipment
  - D. Staging equipment on sites in preparation for event
  - E. Spot treating during regular business hours after the event is over

### Meal Periods

All regular, full-time employees are provided with one meal period each workday. Generally, all full-time office staff and managers will be afforded a non-paid, 60-minute meal period and full-time field employees will be provided a non-paid, 30 minute minimum to 60 minute maximum meal period. If you are scheduled to work 7 hours, you are required to take at least a 30-minute break period by your 5<sup>th</sup> hour. Employees will be relieved of all active work responsibilities during the meal period.

### Dress and Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image we present to customers and visitors. During business hours, or anytime employees are meeting with customers, employees are expected to present a clean and neat appearance and to dress according to the requirements of their position. Employees who appear for work inappropriately dressed, as determined by the Company, will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.

As Reinhart Grounds Maintenance employee, 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 staff at all times.

Employees are required to wear the company uniform to help customers recognize staff more easily. T-Shirts, sweatshirts, jackets and hats are paid for by, and are the property of, the company. A \$100 deposit will be required at the time of hire for the company supplied uniform. Upon separation from RGMI, you will receive your deposit back if all pieces of the uniform are turned in. Worn out uniforms may be turned back in to the company and a replacement will be provided. Uniforms are locked up and only available upon request. Upon termination, employees must return these items to the company. For uniform requirements, see your individual supervisor.

Employees who appear for work inappropriately dressed will be sent home and will not be

compensated for time away from work or a company uniform will be issued and there will be a deduction from the employee's paycheck for that uniform at the following rates.

*Management maintains sole discretion as to what is and is not permitted.*

### Returning Company Equipment and Uniforms

Upon leaving the company, employees must return all RGMI equipment and/or clothing "uniforms" that were issued. A final paycheck will only be available after the equipment and/or uniforms have been returned to the company. If RGMI has not received the company equipment and/or uniforms within two weeks of the employee's departure, the \$100 deposit will not be refunded. The standard items that will need to be returned to RGMI include but are not limited to: earplugs, hats, jackets, T-shirts and sweat shirts. After 60 days, all unclaimed paychecks will be turned over to the Illinois Department of Unclaimed Property.

All employees are expected to uphold the standards as outlined in "Uniform Standards" attached hereto as **Appendix A**. Please consult your Management if you have any questions as to what constitutes appropriate attire.

### Damage Claims

If a client's property is damaged in any way it is the responsibility of the employee to immediately inform The Company of the damage by completing and filing a Damage Claim Form with Management. Management will thereafter conduct an investigation to determine if the damages were caused by the actions of the employee. If the damages were caused by the employee's actions, said employee will be responsible for the amount of said damages or the deductible whichever is greater.

### Housekeeping

Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area neat and orderly at all times.

Whenever you are not at your work station, everything is to be put away in an orderly fashion so that the work station maintains a clean and professional appearance at all times.

### Smoking

In keeping with the Company's intent to provide a safe and healthy work environment, RGMI is a non-smoking campus. All RGMI company vehicles are Non-Smoking. All RGMI employees are not permitted to smoke on customer's sites.

### Drugs and Alcohol

Employment with RGMI may be conditioned upon successful completion of a DOT drug screening/test. Once employed, disciplinary action will result if you are not able to maintain a DOT Driver's Certification. In compliance with existing laws, RGMI may require alcohol and drug screening and/or tests. The Company views any violation of this policy as a very serious offense.

Violation of this policy will result in discipline up to and including immediate discharge. According to the DOT website:

The DOT testing at HHS-certified laboratories is a 5-panel drug test regimen.

- Marijuana (THC)
- Cocaine
- Amphetamines
- Opioids
- Phencyclidine (PCP)

More information can be found from the DOT website regarding recreational use of marijuana and the effects it has on maintaining your DOT Certification.

<https://www.transportation.gov/odapc/dot-recreational-marijuana-notice>

Employees who use, purchase, sell, or possess alcohol, illegal drugs, controlled substances, or any associated drug paraphernalia while on the job or on Company property will be discharged.

Employees who operate a vehicle or equipment as part of his or her job and who take or are prescribed medication which may affect his/her ability to safely operate a vehicle or equipment must advise Management immediately.

### Legal Requirements for Field Employees

There are legal mandates requiring minimum training for individuals working with applications of pesticides. As such, employment as a Technician with RGMI is contingent upon passing the General Standards Exam and other category specific exams necessary to be a Certified Technician. RGMI will pay the cost for study books and certification testing cost.

It is the employee's responsibility to notify Management of all re-certification information received from the Department of Agriculture.

### Customer Sites

All RGMI Employees are prohibited from entering a customer's building, even if invited. The only exception to this is if performing the required work, you need to go through the building to get to a courtyard or something similar.

# RGMI Corporate Travel Policy

## Purpose

This document defines the specific policy to be followed when traveling on Company business, as well as employee accountability for Company funds.

## Scope

This corporate policy applies to all RGMI employees.

## Policy

Either the Vice President or President must authorize each business trip in advance.

## Expense Reports

To request reimbursement, all authorized travel must be itemized on the expense report. Expense reports must be submitted upon completion of each trip. Receipts are required for all expenses. Reimbursement for items or activities requiring receipts will not be made unless receipts are included with the expense report. A receipt must be the original and must include sufficient information to establish the amount, date, place and essential character of the expenditure. Credit card receipts are not considered adequate support, except for restaurant expenses, if they do not detail the nature of the expenditure. There is a limit on the amount that can be requested without a manager's approval: Any request above the amounts listed in the table below, require signature of the employee's manager.

### Spending Limits w/o authorization

Hourly	\$0.00
Mechanic	\$100.00
Office	\$50.00
Sales Person	\$50.00
Ops Mng	\$250.00
Partners	\$500.00

Reimbursements will be made by Company check, if the amount of expenses exceeds the amount of any cash advances or prepaid items.

## Reimbursable Expenses

The following types of expenses, if incurred in compliance with this Company policy and while on RGMI business may be submitted for reimbursement:

- Air travel (basic travel only-not for preferred seats and/or first class)
- Airport taxes
- Baggage handling
- Business entertainment (as pre-approved)
- Car rental (reasonable car types only)
- Copy services (for business purposes)
- Fax charges (for business purposes)
- Hotel accommodations (within reasonable limits)
- Meals (within reasonable limits)
- Public transportation
- Reasonable tips/gratuities
- Business telephone calls
- Tolls and parking

### Non-Reimbursable Expenses

Purely personal expenses while traveling are not reimbursable by the company. The following are a partial listing of items that are considered non-reimbursable:

- Dues to airline clubs
- Fines for traffic violations while on Company business
- Damages to an employee's vehicle while on Company business
- Loss of personal property while on Company business
- Loss of cash advance, Company paid airline tickets or personal funds
- Cost of personal credit cards
- Purchase of liability insurance coverage on car rental agencies
- Any expenditures on behalf of a terminating or transferring employee
- Purchase of clothing and other personal items such as haircuts, shoe shines, newspapers, magazines, alcohol etc
- Purchase of in-room movies and entertainment

## Employment Policies

### Open Door Policy

The Objective of the Open Door Policy is to make sure you have an open channel of communication with Management when you have a question, concern or complaint about any aspect of your relationship with RGMI. Our goal at RGMI is to provide a pleasant working environment for all employees. Developing and maintaining a cooperative working relationship among employees based on mutual respect and understanding achieves this. We recognize the need for procedures that will



allow employees to call attention to work-related matters that they feel need correction.

RGMI's Open Door Policy is in effect during each working day. Our success has been built on the free exchange of ideas, creative management and the identifying of problem areas and the quick resolution thereof. The Open Door Policy provides you with three (3) different ways to let us know your problems, suggestions or ideas. They are as follows:

1. Your direct day-to-day communications with your supervisor;
2. Company meetings scheduled periodically;
3. The Employment Review Process.

### The Employment Review Process

RGMI strongly believes in your right to speak for yourself and to have your own say about employment issues, and as such, we encourage you to make your issue(s) known. If you feel you have an employment problem, then use the following procedure to bring your issue to the forefront. Using this procedure in no way jeopardizes your employment with RGMI. If your problem is found to be valid, appropriate corrective action will be initiated.

To initiate the process, you take your employment problems to your direct supervisor for resolution. If you are not satisfied with the decision of your direct supervisor, take your employment problem to the Department Manager. If you are still not satisfied, you can take your problem to the Division Manager. If you are still not satisfied, you can take your problem to the Corporate Executives.

### Non-Compete Agreement

As a condition of employment, all employees will be required to sign a Business Security Agreement which contains a non-compete clause. Specifically and additionally, an RGMI employee may not: (1) engage in any activities, perform any services or conduct any business with or for any customer of RGMI; (2) compete with the business of RGMI, or any part of that business, with respect to any Customer; (3) be engaged by, employed by, consult with, own any stock of or have any financial interests of any kind in, any individual, person or entity wherever located, which conducts business with any customer or supplier. \*Except for those employees that fall within the wage category of \$13 or less per hour. These employees will have to sign it stating that once they make more than \$13 per hour, they will be bound to the non-compete contract.

### Non-Disclosure of Confidential Information

Protecting RGMI's information is the responsibility of every employee, and we all share a common interest in making sure it is not improperly or accidentally disclosed. Additionally, you may become aware of confidential information belonging to RGMI, or confidential and/or personal information pertaining to your co-workers at RGMI, including but not limited to cell phone numbers, personnel information, information related to personal phone calls, e-mail addresses and messages, etc.

In order to protect the legitimate interests of RGMI, it is necessary that, as an employee, you respect and maintain the confidentiality of information, including but not limited to processes, client lists, supplies, payroll, and miscellaneous data from computer printouts, software, profits, costs and any other information not available to the public, including but not limited to compensation data, financial information, labor relations strategies, marketing strategies, new material research, pending projects and proposals, personnel information of employees, proprietary production processes, research and development strategies, scientific data, scientific formulae, scientific prototypes, technological data and technological prototypes. These items above, for example, are considered confidential information, even if not specifically marked “CONFIDENTIAL”. Your employment with RGMI requires that you maintain the confidentiality of this information, even after you leave our employ. Further, employment with RGMI is contingent upon signing a Business Security Agreement which addresses this issue in further detail.

Any violation of confidentiality seriously injures RGMI’s reputation and effectiveness. Therefore, you must refrain from discussing RGMI’s business with anyone who does not work for us, and must never discuss business transactions with anyone who does not have a direct association with the transaction. Even casual remarks can be misinterpreted and repeated, so develop the personal discipline necessary to maintain confidentiality. If you hear, see or become aware of anyone else breaking this trust, consider what they might do with information they get from you.

If you are questioned by someone outside the company and you are concerned about the appropriateness of giving them certain information, remember that you are not required to answer, and that we do not wish you to do so. Instead, as politely as possible, refer the request to Management.

No one is permitted to remove or make copies of any RGMI records, reports or documents without prior, written Management approval. This information includes but is not limited to agendas, e-mail messages, policies, computer documents and records, other documents, customer lists, price lists, contracts, and any other document at RGMI. Because of its seriousness, disclosure of confidential information could lead to immediate discharge and/or the pursuit by RGMI of any other remedies. Violation of the non-disclosure policy may lead to discipline up to and including discharge.

### Conflict of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the Company wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

No employee shall directly or indirectly maintain an outside business or financial interest, or engage in any outside business or financial activity which conflicts with the interests of RGMI or which interferes with his/her ability to discharge his/her duties fully. Therefore, any business or financial activity with outside firms must be conducted within a framework established and controlled by the executive level of the organization. Executive-level approval is required for all

such activity with outside firms.

The mere existence of a relationship with an outside firm does not automatically create a conflict of interest. However, if an employee has any influence on business/financial transactions involving purchases, contracts, or leases, it is imperative that he/she discloses the existence of any actual or potential conflict of interest to an officer of RGMI as soon as possible so that safeguards can be established to protect all parties.

Unauthorized and/or undisclosed conflicts of interest, as determined by the executive level of the organization, may result in discipline up to and including immediate discharge.

### Outside Employment

Employees may hold outside jobs as long as they meet the requirements of their job with RGMI. Employees should consider the impact that outside employment may have on their ability to meet the requirements of their job with this Company. All employees will be subject to the same scheduling demands, regardless of any existing outside work requirements. If the Company determines that an employee's outside work interferes with his/her ability to meet RGMI's requirements, the employee may be asked to terminate the outside employment.

Outside employment that constitutes a conflict of interest, as determined by the Company, is prohibited. Employees may not receive any income or material gain from individuals outside the organization for materials produced or services rendered while performing their jobs.

Employees are prohibited from providing any services and/or employment, as an employee or otherwise, that involve any service which RGMI provides, either now or in the future. Violation of this policy can result in discipline up to and including discharge.

### Non-Solicitation

In an effort to assure a productive and harmonious work environment, persons not employed by this Company may not solicit or distribute literature in the workplace at any time for any purpose.

The Company recognizes that employees may have interests in events and organizations outside the work place. However, employees may not solicit or distribute literature concerning these activities during work time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.) In the interest of maintaining clean and orderly facilities, the distribution of any literature in working and non-working areas during working time is prohibited.

In addition, the posting of written solicitation on Company bulletin boards is restricted. These bulletin boards are the property of RGMI and used to display important information. Employees should consult the bulletin boards frequently for employee announcements, internal memoranda, job openings, and organization announcements. If an employee has a message of interest to the work place, he/she may submit it to the Service Center Manager for approval. The Service Center

Manager will post all approved messages.

## Standards of Conduct

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. Some people have problems with "rules" and "authority figures," and past experience may have justified these thoughts and feelings; however, at RGMI, we hold ourselves to a high standard of quality where the rules and authority figures simply assure that quality is maintained.

By accepting employment with us, you have a responsibility to RGMI and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place to work for everyone.

### General Job Performance

Every employee is expected to strive to achieve excellence in performance and personal conduct. The best interests of the employees and RGMI depend upon a spirit of teamwork. Teamwork can only be achieved if all employees work together as successfully as possible in an orderly environment.

All employees are expected to comply with and uphold the general operating standards of RGMI attached hereto as **Appendix A**. Each employee is responsible for conducting all business affairs in a manner that is honest and ethical. Every employee must maintain a constant awareness of the importance of ethical conduct and refrain from taking part or asserting any influence in any transaction where the employee's well-being or the well-being of the family may conflict with the best interests of RGMI.

All employees are responsible for acting in the best interests of RGMI in all matters relating to RGMI. The burden is, and must be, on the employee to determine whether any conduct or action might be inappropriate. All employees are encouraged to seek guidance from Management in the event that they have a question about a potential action or inaction. On important matters, the employee should request written confirmation from Management.

### Standards of Conduct

Compliance with RGMI's rules and policies is important to its success. The following list of rules and regulations should not be viewed as being all-inclusive. RGMI reserves the right to take disciplinary action for other offenses not specifically listed below. These rules and policies are intended to make certain expectations clear in advance and to guide your conduct during employment at RGMI. And what is considered inappropriate and which could lead to disciplinary action up to and including termination of employment without prior warning, at the sole discretion of the

company, include, but are not limited to, the following: considers inappropriate and which could lead to disciplinary action up to and including termination of employment without prior warning, at the sole discretion of the company, include, but are not limited to, the following:

1. Theft, unauthorized removal or possession of Company or fellow employee's property;
2. Falsification of personnel, timekeeping or other records and/or Company documents;
3. Being on Company premises or time under the influence of alcohol or drugs;
4. Violation of the non-harassment, non-discrimination, non-retaliation policy;
5. Possession, distribution, sale, transfer, or use of alcohol or drugs in the work-place, while on duty or while operating Company-owned/leased vehicles or equipment;
6. Fighting or threatening violence in the work place or intimidating, coercing or interfering with employees;
7. Boisterous or disruptive activity in the work place;
8. Careless, improper or unauthorized conduct leading to damage of Company owned/leased, employee-owned, or customer-owned property;
9. Insubordination (disobedience to authority or failure to follow instructions) or other disrespectful conduct;
10. Violation of safety or health rules;
11. Smoking in prohibited areas;
12. Threatening, intimidating, harassing, coercing or interfering with employees;
13. Possession of dangerous or unauthorized materials, such as explosives, firearms, or other weapons in the work place;
14. Excessive absenteeism or tardiness, absences or tardiness without prior notice or inadequate reasons for absence or tardiness;
15. Unauthorized absence from work station during the work day;
16. Unauthorized use of telephone, cell phone, mail system, or other Company-owned/leased equipment;
17. Unauthorized disclosure of business practices or other confidential information or making oral or written statements which are adverse to the Company;
18. Poor work performance;
19. Restricting or interfering with production or attempting to induce others to do so;
20. Defacing or destruction of Company property;
21. Failure to cooperate in the investigation of an offense, or in the maintenance of a safe workplace;
22. Violation of no solicitation policy or unauthorized use of Company bulletin board;
23. Causing hazardous or unsafe conditions;
24. Refusal to work overtime or working overtime without authorization;
25. Conducting personal business on Company time and/or property;
26. Unauthorized entry into Company buildings during non-working hours;
27. Improper recording of time or recording another employee's time;
28. Failure to report to work wearing a Company uniform;
29. Failure to maintain a well-groomed appearance and proper hygiene;

30. Use of Company time or vehicles for personal affairs;
  - a. Employees are not allowed to use work vehicle for personal trips without manager approval
    - i. If approval is given, gas expenses must be paid for personally.
  - b. Damages to vehicle- Driver may be responsible for paying for the insurance deductible (currently \$1000) for any damage to the vehicle while under their care. This does not include accidents that are not their fault determined by the insurance company. Payment schedules will be established and deducted from each paycheck.
31. Failure to maintain a clean uniform, equipment or vehicle;
32. Driving vehicles without a valid driver's license or not meeting the requirements for automobile insurance;
33. Unauthorized purchases with Company credit card or use of Company credit card for personal affairs;
34. Performing services without an authorized Company order;
35. Failure to lock and secure a vehicle containing pesticide when away from vehicle;
36. Improper, careless or unsafe application of pesticides;
37. Distribution or sale of pesticide without prior written authorization of Company officials;
38. Removal, alteration or tampering with nameplates or tags of an instructive nature;
39. Transporting non-employee passengers in Company vehicles or on Company time;
40. Taking part in gaming, office pools, or gambling of any kind on Company property, or during working hours;
41. Failure to fill out or turn in appropriate paperwork when required to do so;
42. Violation of any Company policy.

### Disciplinary Procedure Guidelines

The following disciplinary procedure is only a guideline to help RGMI and employees identify and remedy performance or conduct problems. Discipline may be required for policy violations or less than satisfactory work performance. The following guidelines of potential action in no way modify RGMI's "at-will" employment policy. These guidelines may or may not be used at the sole discretion of RGMI in accordance with the law. Generally, the discipline guidelines are as follows:

Verbal Warning: First offenses or minor infractions may result in a verbal warning and discussion between the employee and the employee's direct management. Efforts should be made to identify, discuss and solve the existing problem. Management should document the discussion with a written summary or notes to be placed in the employee's personnel file.

Written Warning: Repeated problems or more serious policy offenses may require a written warning. Management will advise the employee in writing of the problem and what is expected to resolve the problem. Any action taken to resolve the problem and a time frame for compliance should also be noted. A copy will be placed in the employee's personnel file.

Final Warning or Suspension: Very serious policy offenses or an inability to resolve continuous problems may result in a written final warning and/or suspension. A copy will be placed in the employee's personnel file.

Termination: Termination may result due to, but not limited to, unresolved problems, serious policy offenses or an inability to satisfactorily perform job responsibilities. Discharge may be with or without notice, at the sole discretion of RGMI.

Management will use its own discretion in handling disciplinary situations, including but not limited to discipline involving loss of pay, suspension, or termination. This policy is not intended to alter or change the "at-will" employment relationship between the employee and RGMI. If RGMI determines that an employee's disciplinary situation warrants immediate action, an employee may be suspended or terminated without following any of the above procedures.

### Timekeeping

Accurately recording time worked is the responsibility of every employee. Federal and State laws require the Company to keep accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

While you are not permitted to work prior to or after your shift without the prior approval of Management, employees should accurately record the time they begin and end work, as well as the beginning and ending of each meal period. Employees should also record the beginning and ending time of any split shift or departure from work for personal reasons. Management must always approve non-scheduled work and overtime work in advance before it is performed. If your time record includes work prior to or after your scheduled shift, you will not be paid for this excess time unless approved by Management in advance.

It is the employee's responsibility to review his/her time record to certify the accuracy of all time recorded. Management will review time record before submitting it for payroll processing.

Tampering, altering, or falsifying time records, or recording time on another employee's time record, is a violation of Company policy and may result in disciplinary action, up to and including discharge.

### Absence or Lateness

Given the nature of the business of RGMI, tardiness and unexcused absences will not be tolerated. If you are unable to report to work, or if you will arrive late, it is your responsibility to contact Management **before** the start of your shift so as to allow Management as much time as possible to arrange for someone else to cover your position until you arrive. If you know in advance that you will need to be absent, you are required to request this time off directly from Management, in accordance



with the vacation and personal leave policies contained herein. Management will determine when the most suitable time for you to be absent from your work will be. Even if you follow this procedure in notifying Management, your absence will be considered unexcused unless Management notifies you that the absence is deemed excused.

Excessive absenteeism or tardiness, and failing to report an absence or tardiness prior to the start of a shift are disruptive. Either may lead to discipline, up to and including discharge. Absence from work for three (3) or more consecutive days without notifying Management will be considered a voluntary resignation.

### Excessive Absenteeism or Lateness

In general, three (3) unexcused absences or tardies in a 90-day period, or a consistent pattern of either will be considered excessive. Tardiness or leaving early is as detrimental to RGMI as an absence. Other factors, like the degree of lateness, may be considered. Be aware that excessive absenteeism, lateness or leaving early may lead to disciplinary action, up to and including discharge.

### Record of Absence or Lateness

If you are absent because of illness for three (3) or more successive days, Management may request that you submit written documentation from your doctor. If you are absent five (5) or more days because of illness, you may be required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work. You will be responsible for any charges made by your doctor for this documentation.

Your attendance record will be considered when evaluating requests for promotions, transfers, leaves of absence, and approved time off, as well as scheduling layoffs, etc.

## Compensation and Performance Policies

An employee's salary is confidential and discussion with fellow employees, clients or other individuals is highly discouraged.

### Deductions from Paycheck

RGMI is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal, state and local income taxes and your contribution to Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions may depend on, your earnings and on the information, you furnish on your W-4 form regarding the number of dependents/exemptions you claim. Any change in name, address, telephone number, marital status or number of exemptions must be reported to Management immediately, to ensure proper credit for tax purposes, the W-2 form you receive indicates precisely how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered attachments,



will be explained whenever RGMI is ordered to make such deduction. Additionally, RGMI may make deductions from pay for insurance premiums and/or any other deductions agreed upon between RGMI and an employee, as permitted by law.

### Error in Pay

Every effort is made to avoid errors in your paycheck. If you believe an error has been made contact Management. They will take the necessary steps to research the problem and to assure that any necessary correction is made properly and promptly.

### Salesforce and Account management pay

Sales Representatives earn 4% commission on newly sold Grounds Maintenance contracts, Enhancement sales, and Snow and Ice Management contracts. Commissions are paid in addition to the base pay in the paycheck on the 15<sup>th</sup> of each month per the payment schedule for the previous month. This allows the books to be complete and closed prior to issuing commission on the respective work. It is your responsibility to keep record and complete the Commission Report form to review with your supervisor the Friday before payday. Turn in the approved commission report and accompanying paperwork to the accountant no later the Monday before payroll. The Commission Report forms can be found on the company shared drive in the Sales folder under Forms.

#### **Grounds Maintenance Contracts**

The total 4% commission for each property is divided into equal monthly payments for the contracted payment months. A copy of the spreadsheet and accompanying paperwork will be provided with the check.

If a new property signs a multi-year contract, the sales representative will only receive the 4% commission for one service year. The contract for subsequent years is considered a renewal.

#### **Enhancement Sales**

The entire 4% commission is paid monthly for each work order sold.

#### **Snow and Ice Management Contracts**

- a. For seasonal (budget) contracts: The 4% commission is divided into equal monthly payments for the contracted payment months. (Example: December through March; December through May)
- b. For per occurrence contracts: 4% of the total monthly invoice amount for each property will be paid as commission. Use the Snow Commission Report to list the properties with per occurrence contracts in which you sold and email a copy of the form to the office manager the Friday before last payroll. The office manager will send a report of the per occurrences invoice totals and it is your responsibility to include it in the report. A copy of the form will be provided along with the check.

If a new property signs a multi-year contract (per occurrence or seasonal), the sales representative will only receive the 4% commission for one service year described above. The contract for subsequent years is considered a renewal.

## Commission Terms and Conditions

1. General:
  - a. Base pay is paid to cover job responsibilities such as customer service issues, audits, issue resolution, contract renewals.
2. Commission Eligibility by Date.
  - a. Commission will be paid on a specific type of sale until the following dates listed below. Commission on a sale made after the listed dates will not be eligible for commission. Exceptions may be granted with written permission by the sales manager. These dates will be subject to change based on business goals, needs, or workload. If the date is passed On Multi-Year contracts the first season would not be paid.
    - i. MT – First Tuesday in April.
    - ii. SN – 2nd Friday in November.
3. MT and SN contract commission rate will be paid for the number of years the contract is signed.
  - a. Maximum of 3 years or 3 seasons.
4. Sales person must sell initial contract or Work Order to get commission on that contract/WO.
  - a. Inherited contracts for Account management purposes (MT or SN) are not eligible for commission for single or multi-year contracts.
5. There will be no commission paid on renewal accounts. This would be done with a mini game only.
6. Commissions paid on contract price increases
  - a. There will be no commission paid on general price increase on materials or services

- b. To receive commission, customer must add to the scope of work. (more property or additional services)
- 7. All MT Contracts to be sold at a 52% or greater margin. At the end of a season, if a contract is not performing at 52% or greater, management reserves the right to cancel the contract. Sales Person would not receive commission for the remainder of the contract.
- 8. Landscape Credit:
  - a. If a landscape, snow, or maintenance Credit is given to an account for any reason, the amount of the credit will be deducted from the contract price and the commission will be reduced accordingly for the life of the contract.
    - i. Any Credit must be clearly defined within the contract that the credit is given.
    - ii. Ex. \$3000 given towards landscape project on a \$30,000 maintenance contract.
      - 1. Maintenance Contract Description will need to include the \$3000 credit and what it applies towards- landscaping.
      - 2. Commission would be paid on \$27,000 not on \$30,000

### Payroll Distribution/Commission

All employees are paid bi-Monthly, on the 15<sup>th</sup> and last day of each month through Direct Deposit, the pay periods will run the 8<sup>th</sup> through the 22<sup>nd</sup> paid on the last day and the 23<sup>rd</sup> through the 7<sup>th</sup> paid on the 15<sup>th</sup> of each month. Direct deposit is mandatory and the employee is responsible for providing RGMI with his/her banking information. Each employee will have to sign a direct deposit authorization form. Each paycheck will include earnings for all work performed through the end of the previous payroll period. In the event that a regularly scheduled payday falls on a day off (i.e.: holiday), employees will receive pay on the last day of work before the regularly scheduled payday.

When a salesperson's employment is terminated, they will receive commission on all accounts which s/he has sold and fully serviced by the last working day of the month in which employment ends. Final commission will be paid at the next regularly scheduled commission pay date.

No commission will be paid for any accounts which have been sold and are to be started in months after the month of termination/resignation. The salesperson is not entitled to commission on any accounts after the date of termination/resignation. No commissions will be paid or are due to any employee after the date of termination/resignation.

### Discretionary Bonus

From time to time RGMI may wish to reward its Employees by paying a bonus in the form of compensation, or otherwise. Any bonus will be considered and provided at the sole discretion of Management. Any employee who leaves employment with RGMI, for any reason, prior to the end of the bonus period will not be eligible to receive a bonus, or any portion thereof.

### Anniversary Bonus

RGMI believes that the key ingredient in any organization is the quality of its people. Over the years we have been extremely proud of the people who make up this Company. We have grown and moved forward in the green industry due in large measure to the dedication and commitment of our employees. To honor that dedication and commitment, we have instituted an awards program for employment longevity.

Therefore, each co-worker who reaches his/her five-year, ten-year, fifteen-year, twenty-year, or twenty-five-year (or more) anniversary with RGMI will receive the following designated award. This program may be changed or eliminated at any time at the discretion of Management.

Five Years	\$ 50.00	Twenty-Five Years	\$250.00 and one (1) paid day off
Ten Years	\$100.00	Thirty Years	\$300.00 and one (1) paid day off
Fifteen Years	\$150.00	Thirty-Five Years	\$350.00 and one (1) paid day off
Twenty Years	\$200.00	Forty Years	\$400.00 and one (1) paid day off

### Referral Bonus

RGMI is always looking for hard working, dedicated individuals and we believe the best way to find those individuals is through the hardworking people that are already on the team here at RGMI. As such, we have initiated a Referral Bonus Program. If you refer someone who becomes a full-time employee, you will earn \$300.00. If you refer someone who becomes a Seasonal employee, you will earn \$150.00. If you refer a Seasonal employee who becomes a full-time employee, that referral will be treated as a full-time referral and you will earn a total of \$300.00.

The payment schedule is as follows:

#### Full Time Employee Hired:

\$100 at time of hire  
\$50 after 30 days of employment  
\$50 after 120 days of employment  
\$100 after 6 months of employment

#### Full Season Seasonal Employee Hired:

\$50 at time of hire  
\$25 after 30 days of employment  
\$50 at the end of the season

The new employee (including Seasonal employees) must work the entire period in order for the referral bonus to be due to the referring employee. This program may be changed or eliminated at any time at the discretion of Management.

## Performance Reviews

Management and employees are strongly encouraged to discuss the job, goals and ways to improve on an informal, day-to-day basis. Formal job reviews may be conducted approximately every six (6) months for Field Employee and annually for staff, coinciding generally with the anniversary of the employee's original date of hire. The review allows Management and the employee the opportunity to discuss the job responsibilities and standards, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals and performance requirements of the position, as well as discuss the expectations going forward.

The Company provides merit-based pay adjustments in an effort to recognize truly outstanding employee efforts. Adjustment in compensation is dependent upon numerous factors, including the information documented by this formal job review process. Pay adjustments are within the sole discretion of the Company.

## Benefits, Holiday and Vacation Policies

### The Benefits Package

In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits which will enhance your job satisfaction, including but not limited to, medical, dental and vision insurance, disability insurance, Aflac insurance, 401K eligibility (after one year of employment), and life insurance. We are certain that you will agree that the benefits program described in this Manual represent a very large investment by RGMI, and we trust that you will avoid abusing any of the program benefits. RGMI will periodically reviews the benefits program and will make modifications as appropriate to the Company's condition. However, all benefits granted by RGMI are solely at its discretion, and may be discontinued at any time.

### Employee Designations

There are four types of employee designations at RGMI as described which will determine benefit eligibility:

1. Full Time: At will employment year-round with benefits;
2. Full Time Seasonal\*: At will employment with lay-off period less than 4 months, with benefits year-round;
3. Seasonal Employee: \* At will employment with lay-off period greater than 4 months, with benefits year-round;
4. Part time Employee: At will employment for any period of time without benefits

\*Please refer to section below pertaining to Seasonal Employees.

### Eligibility for Benefits

If you are a full-time or full time seasonal employee, you will enjoy all of the benefits described in this manual as soon as you meet the eligibility requirements for each particular benefit. If you are a part-time employee, you will enjoy only those benefits which are required by law to be afforded to you, provided that you meet the minimum requirements set forth by law and in the benefit plan(s).

### Holidays

The Company will grant holiday time off to all employees on the holidays listed below. Holidays will be paid except when they fall on a non-scheduled work day (i.e., Saturday or Sunday).

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Eve (1/2 day)
Independence Day	Christmas Day
Labor Day	

According to the applicable restrictions, the Company will grant holiday time off to all regular full-time employees, except as noted, who have completed 60 calendar days of continuous service for RGMI. Holiday pay will be calculated based on the employee's straight time hourly pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. To be eligible for holiday pay, employees must work the last scheduled day immediately preceding the holiday and the first scheduled day immediately following it.

If a recognized holiday falls during an eligible employee's absence (i.e., personal leave), the employee will be ineligible for holiday pay, except during vacation periods. If an eligible employee works on a recognized holiday, he/she will receive holiday pay plus wages at one and one-half times his/her straight time rate for the hours worked on the holiday. Un-worked holidays are not counted in determining whether the employee has worked over 40 hours in a workweek. Only the hours actually worked must be counted.

Employees may use personal time off to observe religious holidays (i.e. Good Friday, Jewish Holidays, etc.) so long as at least ten (10) days advance notice has been provided to Management.

## Vacation Benefits

## Vacation Time

You must obtain prior approval from your supervisor for your vacation schedule. Therefore, you must notify your immediate supervisor of your vacation request well in advance when possible. It is preferred if a time off request form is submitted a minimum of one week prior to the first date requested, it is best to give notification as soon as possible. One day of vacation equals eight hours of regular pay. It should be noted that this is a request only to be reviewed for approval. We will review your accrued time off and compare your requested dates with the business needs to determine if time off requested will be granted. Employees who separate from the company are paid any unused, accrued vacation. Employees who are put on un-employment will receive all earned vacation in the last check. Part-time and seasonal employees are not eligible for paid vacations.

### Vacation Pay – Office/Salaried Employees:

1. 10 days of vacation is issued to full time office/salaried Employees.
  - a. Vacation time can be used after 60 days of employment
  - b. Vacation time does not roll over from one year to the next. Office/Salaried will be expected to use their Vacation Time. If office/salaried does not use the time, it is lost.
  - c. Vacation time must be used in 8 hour increments and approved prior to the dates it is used on.
  - d. Although all vacation time is provided at the beginning of the year, it is earned in equal monthly increments at a rate of .8333 days per month for a total of 10 days. In the event that more vacation time is used than what the employee has earned at the time of departure with the company, the difference will be deducted from the employee's final paycheck.
  - e. The time is provided to all full-time office employees at the beginning of the calendar year and is strongly discouraged from being used during the peak season months of March, April, and May. Exceptions will be made on a case by case basis.
  - f. After 5 years of service the granted days off will be increased from 10 to 15 days of vacation. Accruing at a rate of 1.25 days per month for a total of 15 days.

### Vacation Pay - Hourly Employees:

1. 5 days (40 hours) will be issued to hourly full time employees
  - a. Vacation time can be used after 60 days of employment
  - b. Vacation time must be approved prior to the dates it is used on.
  - c. Vacation time must be used in 8 hour increments.
  - d. The time is provided to all full time, active field employees at the beginning of the calendar year and is strongly discouraged from being used during the peak season months of March, April, and May. Exceptions will be made on a case by case basis.
  - e. Although all vacation time is available at the beginning of the year, hourly full time employees accrue the vacation time based on hourly rates of 0.025 per hour worked. In

the event that more vacation time is used than what the employee has earned at the time of departure with the company, the difference will be deducted from the employee's final paycheck.

- f. After 5 years of service the granted days off will be increased from 5 to 10 days of vacation. Accruing at a rate of .05 days per hour worked for a total of 10 days.
- g. Vacation time does not roll over from one year to the next. Any unused vacation for hourly full time field employees will be paid out at layoff.

## Vacation Guidelines

1. Vacations are assigned on a first come, first served basis. If two employees request the same vacation period at the same time, the employee with the longest time in service will be given preference.
2. Vacations longer than one week may only be taken with prior consent of the Department Manager. No one may take more than two consecutive weeks.
3. All requests for vacation must be turned in at least two (2) weeks prior to the requested time.
4. All vacations are assigned at the discretion of Management. Due to the seasonal nature of our business, there are certain times of the year in which vacations are discouraged because of the press of business.
5. RGMI often times will close down between Christmas and New Year's. In the event that the office closes during that time, employees will either take the time off as paid or unpaid depending on their respective vacation and personal day benefits available. Management must be notified at least fourteen (14) days in advance of which option will be used.

## Medical Insurance

Medical Insurance is currently available at the option of the full-time employee. The insurance benefits currently become effective after 60 days from the employees hire date (day 61 of full time employment). If an employee does not request medical insurance coverage, the employee will not be eligible to request enrollment in RGMI's plan until open annual enrollment, which is typically July 1, however, this date may change at the discretion of the plan administrator. If the employee wishes to enroll through open enrollment, the employee shall notify management no later than May 1 so that the necessary documentation can be completed.

RGMI currently purchases medical coverage at the sole discretion of the Company, and it is not a



contract. At its sole discretion, RGMI may discontinue medical coverage, change providers, alter the coverage, and/or institute or change charges to employees and co-pay amounts, and/or make any other changes to insurance and medical coverage.

Application is made by the employee submitting an application to Management. RGMI will pay 50% of the employee's monthly premium and the employee will pay for the remaining 50% in the form of a payroll deduction. A spouse and children may be added to the employee's coverage, and the employee will be responsible for 100% of the spouse and children's monthly premium in the form of a payroll deduction.

### **Health Care Benefits**

- RGMI will pay half of health care benefits during the time of lay off;
- When the Employee returns to work, he/she will be responsible for paying the health care contribution amount for the months they had not been working. This will be in the form of payroll deduction. The deduction schedule will be worked out with Corporate.
- Disability benefits will not be in effect and will be cancelled during any period of lay-off;

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives workers and their families who lose their health benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances such as voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events. Qualified individuals may be required to pay the entire premium for coverage up to 102 percent of the cost to the plan.

COBRA generally requires that group health plans sponsored by employers with 20 or more employees in the prior year offer employees and their families the opportunity for a temporary extension of health coverage (called continuation coverage) in certain instances where coverage under the plan would otherwise end. COBRA outlines how employees and family members may elect continuation coverage. It also requires employers and plans to provide notice. RGMI complies with all requirements under COBRA. Any questions regarding COBRA should be directed to Management or the Health Insurance Plan Administrator.

## **Time Off Benefits**

### **PART A**

## Family and Medical Leave Act (FMLA)

RGMI will grant an unpaid leave of absence under the Family and Medical Leave Act (FMLA) to eligible regular full-time and regular part-time employees (who meet the requirements described below) for the care of a child after birth or adoption or placement with the employee for foster care, the care of a covered family member (spouse, child, or parent) with a serious health condition, or in the event of an employee's own serious health condition. Leave may also be granted to eligible employees to provide care for a covered service member or due to a qualifying exigency, as defined under applicable law.

Leaves will be granted for a period of up to twelve weeks, or combined total of twenty-six weeks, (when providing care for a covered service member and/or certain veterans as described below) for eligible employees in any single twelve-month period. In the event that spouses are both eligible employees of RGMI and both wish to take leave for the same qualifying FMLA leave of absence, said leave may be limited to the aggregate number of workweeks of leave to which both may be entitled, whichever applicable under the law, during any single twelve-month period.

An employee must have completed at least one full year of service with RGMI and have worked a minimum of 1,250 hours in the twelve-month period preceding the leave to be eligible for such leave. In addition, to be eligible for leave, an employee must work at a RGMI facility.

### **A. Child/Family Care Leave**

If you request a leave of absence to care for a child after birth, adoption, or placement in your home for foster care or to care for a covered family member with a serious health condition, you will be granted unpaid leave under the following conditions:

- 1) If the leave is planned in advance, you must provide us with at least thirty days' notice prior to the anticipated leave date, using RGMI's official Leave-of-Absence Request Form.
- 2) If the leave is unexpected, you should notify Management by filing the Leave-of-Absence Request Form as far in advance of the anticipated leave date as is practicable. (Normally, this should be within two business days of when the need for the leave becomes known to the employee.)

All RGMI benefits that operate on an accrual basis (e.g., vacation) will cease to accrue during any period of leave, whether FMLA or otherwise, that is unpaid. You will be required to use all accrued, unused vacation and personal days during the leave period. Once such benefits are exhausted, the balance of the leave will be without pay.

All group health benefits (e.g., medical and dental insurance) will continue during the leave provided you continue regular employee contributions to these plans, if applicable. (Other benefits such as life and disability insurance will be governed in accordance with the terms of each benefit plan.)

Employees requesting a leave to care for a covered family member with a serious health condition may be required to provide medical certification from the family member's physician attesting to the nature of the serious health condition, probable length of time treatment will be required, and the reasons that the employee is required to care for this family member. Employees may also be required to provide additional physician's statements at RGMI's request. Further,

the family member may be required to submit to a medical examination by a physician designated by RGMI at RGMI's expense.

#### **B. Leave for Employee's Serious Health Condition**

If you request a leave of absence for your own serious health condition, you will be granted leave under the following conditions:

- 1) If the leave is planned in advance, you must provide us with at least thirty days' notice prior to the anticipated leave date, using RGMI's official Leave-of-Absence Request Form.
- 2) If the leave is unexpected, you should notify Management by filing the Leave-of-Absence Request Form as far in advance of the anticipated leave date as is practicable. (Normally, this should be within two business days of when the need for the leave becomes known to the employee.)
- 3) Any time that you expect to be or are absent for more than five consecutive workdays as a result of your own serious health condition (including pregnancy), you will be required to submit appropriate medical certification from your physician. Such certification must include, at a minimum, the date the disability began, a diagnosis, and the probable date of your return to work.

All RGMI benefits that operate on an accrual basis (e.g., vacation and personal days) will cease to accrue during any period of unpaid leave, whether FMLA or otherwise. You will be required to use all accrued, unused vacation and personal days during the leave period. Once such benefits are exhausted, the balance of the leave will be without pay, unless you are eligible for short-term disability benefits.

All group health benefits will continue during the leave provided you continue regular employee contributions to these plans. (Other benefits, such as life and disability insurance will be governed in accordance with the terms of each benefits plan.)

During your leave, you may also be required to provide RGMI with additional physician's statements on request from RGMI or RGMI's insurance carriers at reasonable intervals, attesting to your continued disability and inability to work. You may also be required to submit to medical examinations by physicians designated by RGMI at its discretion and at RGMI's expense, at the beginning of, during, or at the end of your leave period, and to provide RGMI with access to your medical records as required.

Before you will be permitted to return from medical leave, you will be required to present RGMI with a note from your physician indicating that you are capable of returning to work and performing the essential functions of your position, with or without reasonable accommodation. Where required, RGMI will consider making reasonable accommodation for any disability you may have in accordance with applicable laws.

#### **C. Length of Leave**

Eligible employees are entitled to a leave for up to twelve weeks in any twelve-month period. Leave taken to care for a child after birth, adoption, or placement in the employee's home for foster care must be taken in consecutive workweeks. Leave taken for the employee's or a covered family

member's serious health condition may be taken consecutively, intermittently, or on a reduced work/leave schedule based on certified medical necessity. In such instances, RGMI will follow applicable federal and state laws in reviewing and approving such leave requests.

#### **D. Leave to Provide Care for a Covered Service Member and/or Certain Veterans**

Eligible employees are entitled to up to twenty-six (26) weeks of leave within a single twelve (12) month period to provide care for a covered service member and/or certain veteran(s) (as defined under applicable law) who is the spouse, son, daughter, parent, or next of kin of the eligible employee, who is recovering from a serious illness or injury sustained in the line of active duty.

Eligible employees are only entitled to a combined total of twenty-six (26) weeks of all types of FMLA leave within a single twelve (12) month period.

#### **E. Leave Due to a Qualifying Exigency**

Eligible employees are entitled to up to twelve (12) weeks of leave within a single twelve (12) month period because of any qualifying exigency, as defined under applicable law, arising out of the fact that the eligible employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in the Armed Forces in support of a contingency operation, as defined under applicable law.

In any case in which the eligible employee seeking leave under this section is foreseeable, whether because the spouse, son, daughter, or parent of the employee is on active duty, or because of notification of an impending call or order to active duty in support of a contingency operation, the employee shall provide such notice to the employer as is reasonable and practicable.

#### **F. Reinstatement Rights**

Eligible employees are entitled on return from leave to be reinstated to their former position or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Exceptions to this provision may apply if business circumstances have changed (e.g., if the employee's position is no longer available due to a job elimination). Exceptions may also apply for certain highly compensated employees under certain conditions. **In addition, employees on a leave extension, which is granted at the discretion of Management, are not guaranteed reinstatement.** Employees who fail to return to work after expiration of FMLA leave will be considered to have voluntarily terminated employment with RGMI. Should an employee engage in employment outside of RGMI while on FMLA leave it will be considered a violation of Company policy which could lead to discipline up to and including discharge.

#### **G. Requests for Leave Extension**

Although employees may request an extension of their leave, which may be considered at the discretion of management, if approved, any extension will not be an extension of FMLA leave. Rather the FMLA leave will end at the end of the applicable time period and the extension will continue as a **non-FMLA unpaid leave of absence** governed by Part B, shown below. As such, employees who fail to return to work after expiration of FMLA leave will not maintain any protections as to reinstatement, or otherwise, provided by the FMLA.

## PART B

### Medical Leaves of Absence for Non FMLA Qualifying Employees

Full-time regular and part-time regular employees who have less than one year of service and/or who have not worked a minimum of 1,250 hours during the twelve-month period prior to their leave may request an eight (8) week medical leave of absence, which is unpaid, subject to the following terms and conditions:

- 1) Leave requests must be made at least thirty days in advance of the date the employee would like the leave to begin or, in emergency situations, with as much advance notice as is practicable, using RGMI's official Leave-of-Absence Request Form. (Normally, this should be within two business days of when the need for the leave becomes known to the employee.)
- 2) The certification requirements and the conditions for required use of accrued time off, benefits accrual, and continuation of group health insurance during leave set forth in Part A apply to all medical leave requests.
- 3) Unless applicable state or local law requires otherwise, leaves will be limited to an eight (8) week duration. This time may be extended at the discretion of Management.
- 4) Unless applicable state or local law requires otherwise, reinstatement will not be guaranteed to any employee requesting a leave under this Part B. However, RGMI will endeavor to place employees returning from a medical leave in their former position or a position comparable in status and pay, subject to budgetary restrictions and RGMI's need to fill vacancies and its ability to find qualified temporary replacements.
- 5) An employee who fails to return to work upon completion of medical leave will be considered to have voluntarily terminated employment with RGMI. Should an employee engage in employment outside of RGMI while on medical leave it will be considered a violation of Company policy which could lead to discipline up to and including discharge.

### Military Service Leave

Employees called to or voluntarily engaging in military service, including absences for the purpose of being inducted into, entering, determining physical fitness to enter, performing training or deployment duty will be placed on inactive status with RGMI in accordance with the law. Employees are able (but are not required) to use accrued vacation or annual leave if available while performing military duty. Employee's leaving their employment to report for duty are required to give as much advanced notice of pending military service as reasonable under the circumstances.

Employees seeking re-employment with RGMI, after being discharged from military service, will be eligible for reinstatement, with earned accrued unused benefits which could not be earned as a result of the military service, according to applicable law.

For military service leaves of absence of more than 180 days employees must reapply for employment not later than 90 days after completion of service. For leaves of absence of 31 days to less than 180 days, reinstatement to employment must be sought within 14 days after completion of service. Employees seeking reinstatement following military leaves of absence less than 31 days must reapply for employment not later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service. Extensions of these time limits are granted for medical necessity in accordance with law. Further details concerning reinstatement following completion of military leave may be obtained from Management.

While on military service leave, you may pay to continue your Company sponsored health care insurance coverage, if applicable. For leaves for training or service of 30 days or less, you will be required to only pay your normal employee share, if any, of the cost of the employer sponsored or provided health insurance coverage. For service leaves longer than 30 days, you will be charged 102% of the entire premium. If you choose to continue your coverage, the right to coverage ends on the greater of the day after the deadline to apply for re-employment or 24 months after the leave for military service began. For further details please contact the Office Manager.

### Bereavement Leave

If an employee wishes to take time off due to the death of an immediate family member the employee should notify Management immediately. Regular full-time employees who have worked for RGMI for 90 calendar days of continuous service are eligible for three (3) days of paid bereavement leave. Bereavement pay is calculated based on the base rate times the number of hours the employee would otherwise have worked on the day of absence.

Approval of bereavement leave is within the discretion of the Company and will occur in the absence of unusual operating requirements. Any employee may, with the approval of Management, use any available paid leave for additional time off, if necessary.

The Company defines “immediate family member” as the employee’s spouse, parent, grandparent, child, sibling; the spouse’s parent, grandparent, child, or sibling. Unpaid time off may be granted to allow the employee to attend the funeral of an individual who is not part of his/her immediate family as well upon the prior approval of the Company.

### Jury Duty

The Company encourages employees to fulfill their civic responsibilities by serving jury duty when required. Regular full-time employees who have worked for RGMI for 90 calendar days of continuous service are eligible for three (3) days of paid jury duty leave over any two-year period.

Jury duty pay will be calculated pursuant to the employee's base pay rate times the number of hours the employee would otherwise have worked on the day(s) of absence, less monies received from the court.

If an employee is required to serve on jury duty beyond the period of paid jury duty leave, he/she may use any available paid time off (e.g. vacation time) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to Management, as soon as possible, so that Management may make arrangements to accommodate the employee's absence. Of course, the employee is expected to report for work whenever the court schedule permits.

RGMI may call upon the employee to request the rescheduling of jury duty if, in the Company's judgment, the employee's absence would create operational or scheduling difficulties.

RGMI will continue to provide insurance benefits for a maximum period of thirty (30) days after the jury duty leave begins. At that time, employees must pay the full costs of their insurance benefits (such as, medical, dental or disability). The Company will resume payment of the costs of insurance benefits when the employee returns to active employment. Time spent away from work during unpaid jury duty leave will not be considered service time for benefits calculations such as vacation, personal leave or holiday pay.

### **Witness Duty**

The Company encourages employees to appear in court for witness duty whenever subpoenaed to do so. Employees will be granted unpaid time off for absence due to witness duty. Employees are free to use any available paid leave benefit (e.g. vacation time) to receive compensation for the period of this absence.

The subpoena should be shown to Management immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits. If the employee has been subpoenaed as a witness of the Company as a result of a job-related event, said employee will receive paid time off for the entire period of witness duty.

## **E-Mail, Telephone and Other Electronic Communications**

The purpose of this policy is to ensure the proper use and protection of RGMI's email and electronic communications system, including but not limited to e-mail, computers, facsimile, photocopiers, telephones, voicemail systems, PDAs and Internet. All messages distributed via the

company's email and other electronic communications systems, even personal communications, are RGMI's property. You must have no expectation of privacy in anything that you create, store, send or receive on the company's email and electronic communications system, or anything that you create, store send or receive on the company's computer. Your emails and communications can be monitored without prior notification if RGMI deems this necessary. If there is evidence that you are not adhering to the guidelines set out in this policy, the company reserves the right to take disciplinary action, up to and including discharge and/or legal action. If you have any questions or comments about this Policy, please contact Management.

**It is strictly prohibited/Be Aware:**

- Send or forward emails or other communications containing libelous, defamatory, offensive, racist or obscene remarks. If you receive an email of this nature, you must promptly notify Management.
- Forward a message or communication or copy a message, communication or attachment belonging to another RGMI employee user without acquiring permission (verbal or written) from the originator first.
- Never click on pop-up advertisements, as they may contain malicious viruses that can harm your computer.
- Be wary of websites and links that are not widely accepted, and may contain viruses.
- Never open text messages on your work mobile device that you do not recognize, as this may be spam text and cause charges to the company phone bill.
- Send unsolicited email messages or communications or chain mail.
- Forge or attempt to forge email messages or communications, or disguise or attempt to disguise your identity when sending communications.

Duty of Care: Users must take the same care in drafting an email as they would for any other communication. You should obtain approval prior to sending very sensitive or extremely confidential information via email. All company business and information sent or received by e-mail is considered strictly confidential, and must be treated as confidential, and must not be sent to anyone who is not an RGMI employee, or only if intended, a client of RGMI.

### Electronic Communication and Internet Use Policy

In an effort to provide you additional guidance when using the internet or electronic communications, RGMI has established this policy ("policy") to regulate access and disclosure of messages created, sent, or received by company employees using the company's electronic communications (notably e-mail, voice-mail, and fax) systems ("systems") and Internet systems ("Internet"). The company intends to honor the policies set forth below, but reserves the right to change them at any time as may be required by the circumstances. These policies apply to all users



of the company's electronic communications and Internet systems.

**A. General Policy**

The company is committed to providing an environment that encourages the use of computers and electronic information as essential tools to support the company's business. It is the responsibility of each employee to ensure that such technology is used for proper business purposes and in a manner, that does not compromise the confidentiality of proprietary or other sensitive information of the company or its clients or which violates any other company policy. This policy supplements, and should be read in conjunction with, other company policies.

**B. E-Mail Policy**

1. The company maintains an electronic mail (e-mail) system. This system is provided by the company to assist in the conduct of business within the company.
2. The e-mail system hardware is company property. The e-mail system software is licensed by the company. Additionally, all messages composed, sent, or received on the e-mail system are and remain the property of the company. They are not the private property of any employee. Company management reserves the right to at any time, for whatever reason, open the e-mail files of any employee on any company computer. E-mail communications should be treated like a shared filing system—with the expectation that messages sent will be available for review by any authorized representative of the company. Employees do not have any expectation of privacy in messages sent/received on the company system.
3. The use of electronic communications is reserved for the conduct of business at the company. Limited personal use of the company's electronic communications may be made, provided such does not negatively affect an employee's work performance. Furthermore, as per paragraph 2 above, even personal messages composed, sent, or received on the company's e-mail system are and remain the property of the company. They are not the private property of any employee. Company management reserves the right to at any time, for whatever reason, open any personal e-mail files of any employee on any company computer.
4. All e-mail must identify the sender. E-mails may not be sent anonymously.
5. The electronic communications systems may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations or other non-job-related solicitations. Use of e-mail, voice-mail, or fax for personal messages, solicitation of employees, or distribution of information not related to the official business of the company, including but not limited to e-mail directed to all users of the company system, is prohibited without the prior review and approval of a representative of the company's human resources department.

6. The electronic communications systems are not to be used to create any offensive or disruptive messages. Among those which are considered offensive are any messages that contain sexual implication, racial slurs, gender-specific comments, or any other comment that addresses someone's race, color, sex, age, disability, religion, national origin, marital status, sexual orientation, height, weight, ancestry, genetic information, political belief or activity, or status as a veteran.
7. The e-mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, license agreements, patents, or similar materials. E-mails sent to recipients who are not company employees should not be used to convey proprietary, confidential, or trade secret information of the company or its customers. Business information conveyed via electronic communications cannot be utilized for personal purposes and/or gain. E-mail may not be used in a manner that violates copyright, patents, license agreements, and proprietary material constraints.
8. The company reserves and intends to exercise the right to review, audit, intercept, access, and disclose all messages created, received, or sent over the e-mail system for any purpose. The contents of such e-mail messages may be disclosed within the company without the permission of the employee.
9. There is no confidentiality in e-mail. Even when a message is erased it is still possible to retrieve and read that message. Further, the use of passwords for security or the designation of messages as private by the sender or recipient does not guarantee confidentiality or restrict or eliminate the company's ability or right to access such messages. Although e-mail is password protected, it should not be considered personal or private.
10. Notwithstanding the company's right to retrieve and read any e-mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Co-employees are not authorized to retrieve or read any e-mail messages that are not sent to them.
11. Employees shall not use a code, access a file, or retrieve any stored information, unless authorized to do so. Co-employees should not attempt to gain access to another co-employee's messages without the latter's permission.
12. At no time shall e-mail, voice mail, or fax be used to engage in conduct that violates the laws on defamation, i.e., slander and libel.
13. Employees shall not share an e-mail password or provide e-mail access to an

unauthorized user. Employees shall not post, display, or make easily available any access information, including, but not limited to, passwords.

14. Any employees who discover a violation of this policy shall notify a member of the company's management team.
15. Any employee who violates this policy or uses the e-mail system for improper purposes shall be subject to disciplinary action up to and including discharge.
16. Never assume that documents or e-mail that a person has attempted to delete are truly gone. Companies specialize in retrieving electronic data which the senders believe has been deleted. Backup tapes are routinely searched and retrieved.
17. You should avoid casual or humorous messages as they are often misconstrued or taken out of context.

**C. Internet Usage**

1. The company's network, including its connection to the Internet, is to be used primarily for business-related purposes. Incidental and occasional personal use of the Internet is permitted within the company, subject to the other policies contained herein.
2. Accessing or displaying any kind of sexually explicit image or document on any company system is a violation of our policy on sexual harassment. In addition, sexually explicit material may not be archived, stored, distributed, edited, or recorded using the company's network or computer resources.
3. Prohibited use of the company Internet connection includes, but is not limited to, engaging in computer "hacking" and other related activities or attempting to disable or compromise the security of information contained on the company computers.
4. Because postings placed on the Internet may display the company's address, make certain before posting information on the Internet that the information reflects the standards and policies of the company. Under no circumstances shall information of a confidential, sensitive, or otherwise proprietary nature be placed on the Internet.
5. Information posted or viewed on the Internet may constitute published material. Therefore, reproduction of information posted or otherwise available over the Internet may be done only by express permission from the author or copyright holder.
6. Unless prior approval of management has been obtained, users may not establish

Internet or other external network connections that could allow unauthorized persons to gain access to the company's systems and information. These connections include the establishment of hosts with public modem dial-ins, World Wide Web home pages and File Transfer Protocol (FTP).

7. Any company employee who violates these policies may be subject to discipline, up to and including termination.

### Cell Phone Usage-Personal and Company Issued

In order to provide a professional environment free of distractions, the personal use of cell phones, including texting is not permitted during work hours, but for emergency purposes. For those employees who are provided cell phones by RGMI, the following rules and policies apply:

1. Company cell phones are the property of RGMI and are to be used for RGMI business purposes only. Company cell phones are issued at the discretion of Management.
2. Employees talking on Company issued cell phones while driving have the responsibility of taking all necessary precautions of driving safely. Before you set out for someplace new, employees should become familiar with the general directions. If you need to check your map or call for directions along the way, employees should pull over.
3. If a cell phone call must be made while driving, these general rules should be followed when possible: Use a hands-free device (or speaker phone) and speed dial to place calls when possible; never take notes or look up phone numbers while driving; never use your wireless phone in heavy traffic, severe weather or other hazardous road conditions; and let voicemail pick up a call if you cannot easily reach your phone, and then pull over at the next opportunity to retrieve the message.
4. Notice: All Company cell phones and/or vehicles are equipped with a GPS device so your location may be determined by RGMI on an as needed basis. In addition, employees should have no expectation of privacy in anything created, stored, sent or received on a Company issued phone system, whether mobile phone or land line. Phone calls may be monitored and/or recorded for quality assurance.

### Company Phone and Mail Systems

In order to provide a professional environment free of distractions, the personal use of the RGMI business telephone during the workday should be kept to an absolute minimum to assure your uninterrupted attention to your job. If abuse is discovered, employees may be required to reimburse the Company for any charges resulting from their personal use of the telephone.

It is important that RGMI be perceived as professional and courteous. In order to assure this, it is important to employ effective telephone communications, and employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so. Employees should have no expectation of privacy in anything created, stored, sent or received on the RGMI business telephone system. Phone calls may be monitored and/or recorded for quality assurance purposes.

The use of Company-paid postage for personal correspondence is not permitted.

## **Workers Compensation Insurance Coverage**

### **Accident and Workers' Compensation**

Accident, injury or illness on the job the Company provides Workers' Compensation coverage pursuant to law. Workers' Compensation helps cover doctor bills and provides your family with a continuing income should you be temporarily or permanently disabled. on the job the Company provides Workers' Compensation coverage pursuant to law. Workers' Compensation helps cover doctor bills and provides your family with a continuing income should you be temporarily or permanently disabled.

You are required to immediately report any work-related accident, injury or illness to Management no matter how trivial you think it may be. Immediate notice is essential. If you do not report an accident, injury or illness, you may forfeit some or all of your workers' compensation benefits.

Employees returning to work after being absent due to an injury or illness must report to Management prior to beginning work, and must bring a doctor's clearance for returning to duty.

## **SAFETY REGULATIONS AND POLICIES**

### **Use of Equipment and Vehicle**

Equipment and vehicles are essential in accomplishing job duties and are expensive and difficult to replace. When using Company property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines. All employees are expected to uphold the standards as outlined in "Vehicle Standards" attached hereto as **Appendix A**. Please consult Management if you have any questions on the attached Vehicle Standards.

Please notify Management if any equipment, machines, tools or vehicles appear to be damaged,

defective or in need of repair. The prompt reporting of damages, defects, and the need for repairs can prevent deterioration of equipment and possible injury to employees or others. If an employee is responsible for damaging equipment, machines, tools, vehicles or any other property of RGMI, he or she is responsible for the amount of the repair or the deductible whichever is greater. Management can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including discharge and/or paying for damages.

### Driving Practices and Safety

Given that driving is often an essential function of one's position, and often with a Company vehicle, employment with RGMI is contingent upon an acceptable driving record. If it is found that an applicant has accumulated significant driving history, an offer of employment will not be extended. After employment with RGMI, RGMI continues to run an annual driving record for quality assurance and safety purposes. If during employment it is found that an employee has accumulated significant driving history on his or her driving record, employees may be subject to disciplinary action, up to and including discharge. Driver safety classes may be part of the discipline process.

Employees must be over the age of 18 to be eligible to drive a Company vehicle. A vehicle owned/leased by RGMI can only be driven by the employee of the Company. No family member or non-employee of RGMI may drive or be a passenger in the vehicle. The improper, careless, negligent, destructive, or unsafe use or operation of vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including discharge and/or paying for damages.

RGMI expects all drivers of vehicles to obey traffic laws and to properly wear their seat belts at all times. It is incumbent on each driver to set a good example on the road, as your vehicle is a billboard for our Company.

To ensure that your vehicle is in safe operating condition a periodic safety check will be done on the vehicle equipment, i.e., brakes, lights, etc. Additionally, it is the employee's responsibility to immediately notify Management in writing of any known safety concerns relating to any vehicle or repairs needed on any vehicle.

### Vehicle Use Tax

The Federal Government determined that driving a vehicle supplied by a company was a benefit and worth a considerable amount of money, and as a result a portion of that benefit should be viewed as taxable income.

Technicians will have the imputed rate of \$3.00 per day done on a weekly pay period. Staff and salespersons will have the imputed income done on a quarterly basis.

## Safety Rules

Establishment and maintenance of a safe work environment is the shared responsibility of the Company and employees from all levels of the organization. RGMI will attempt to do everything within its control to assure a safe environment and compliance with federal, state and local safety regulations. Employees are expected to obey safety rules and to exercise caution in all of their work activities. Employees are asked to immediately report any unsafe or hazardous conditions to Management.

Employees are responsible for adhering to the following safety guidelines. Failure to adhere to Company safety guidelines may result in discipline up to and including termination.

1. Protective gear, which is necessary to properly protect you from injury, must be used.
2. Protective guards for mechanical equipment must be used at all times. Guards should never be removed. Employees should never reach around, over or under, a safety guard while a machine is in operation. If a safety guard is not properly functioning, then the machine should not be used and Management should be notified immediately.
3. Employees are required to put equipment away when not using it. Orderly conditions in your work place (and vehicle) are as important to safety as is your appearance. You should at all times keep your individual work area clean and free from objects which could in any way cause accidents or injury to you or others.
4. ONLY qualified personnel are permitted to conduct repairs of any electrical device.
5. Observe all instructional signs posted in the facility, whether in the RGMI offices or our client's facilities.
6. Keep all aisles and emergency exits clear at all times.
7. Be constantly alert for hazardous conditions. Report any unsafe conditions to Management immediately.
8. A list of emergency phone numbers can be found at every supervisor's desk.
9. Only authorized personnel are permitted to operate Company equipment.
10. **Never** attempt to push, pull or lift an object (i.e., refrigerators, washer/dryers) that could cause back injury or damage to the facility. ASK FOR ASSISTANCE.

All accidents that result in injury or damage must be reported to the appropriate supervisor, regardless of how insignificant the injury or damage may appear. Such reports are necessary to comply with laws and initiate insurance and workers' compensation procedures.

If the accident or injury happened at work and requires medical treatment after going home, employees are to see a doctor of his/her choice or go to the emergency room at the hospital. As soon as possible thereafter, employees are responsible for advising your supervisor of the name of the doctor or hospital where treatment was received.

### Vehicle Accidents

If you are driving a Company vehicle or on Company time and are involved in a vehicle accident the following rules and procedures apply:

1. If there is injury to a person(s) resulting from the accident then call 911 immediately.
2. If there is damage to property resulting from the accident, then report the accident to the police and make every effort to obtain names, addresses, telephone numbers and insurance information of all others involved, as well as any witnesses. **DO NOT MAKE ANY STATEMENT** as to responsibility for the accident at the scene. Report any damage to the Company immediately thereafter so that we can notify our insurance company. Adequate insurance is carried on all Company-owned vehicles.
3. Employees may not operate a Company vehicle or drive on Company business after they have consumed alcohol or taken any illegal drugs or if their ability to operate a vehicle is impaired in any way. Employees who violate this rule may be disciplined up to and including termination.
4. If employee is at fault, he or she is responsible for the repair or the deductible whichever is greater.

### Occupational Safety and Health Act (OSHA)

OSHA provides job safety and health protection for employees through the maintenance of a safe and healthful working conditions. RGMI takes the requirements and compliance with applicable state and local regulations very seriously and has appointed a special coordinator to insure such compliance. If you have any questions or concerns regarding compliance with either federal or state requirements, please direct your questions to Management.

In addition, pursuant to legal requirements, the posters specifically outlining the employer and employee requirements are posted in each RGMI facility in an area generally accessible to all



employees.

### Emergency Closings

Emergency conditions, such as severe weather, fire, flood, earthquake, or loss of power, can disrupt Company operations and interfere with work schedules, as well as endanger an employee's well-being. These extreme circumstances may require the closing of the work facility. When operations are required to close, the time off from scheduled work will be unpaid.

If an employee does not come into work due to weather conditions when the RGMI facility has not closed due to the weather conditions, the time off from scheduled work will be unpaid.

### Workplace Violence and Security Inspections

Incidents of workplace violence have increased in recent years. RGMI has a zero-tolerance policy against threats or acts of violence in the workplace and threats or acts of violence against any RGMI employee, customer or visitor. Employees are prohibited from bringing any type of firearm, weapon, knife or explosive device onto any RGMI premises. RGMI reserves the right, at its sole discretion, to inspect any desk, work area, package, purse, wallet, vehicle or other personal belongings brought onto any RGMI premises (including the parking area) for any type of firearm, weapon, knife, or explosive device.

Employees play an indispensable role in keeping the workplace safe. They, in many cases, are the eyes and ears of the Company. Employees have a duty to warn their supervisor or higher management of any suspicious workplace activity, situations or incidents that they observe or that they are aware of that involve other employees, former employees or visitors which appear problematic or dangerous. This includes, but is not limited to, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks and the revealing or indication of the presence of a weapon or other dangerous instrumentality. Employees have a responsibility to keep doors locked at all times and take other necessary safety precautions.

Employee reports of violence or potential violence will be held in confidence to the extent possible. Retaliation of any kind is not permitted against any employee who makes a report under this policy.

If a threat of actual violence is imminent, employees should call 911, contact Management and seek safety.

## Other Important Policies

### SOCIAL MEDIA POLICY

At RGMI, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible

decisions about your use of social media, we have established these guidelines for appropriate use of social media. This policy applies to all employees and/or contractors who work on behalf of RGMI, or one of its subsidiary companies (hereinafter collectively referred to as “RGMI”). Managers and supervisors should use the supplemental Social Media Management Guidelines, below, for additional guidance in administering the policy.

## GUIDELINES

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with RGMI, as well as any other form of electronic communication. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees, associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of RGMI, the company image of RGMI or RGMI’s legitimate business interests may result in disciplinary action up to and including termination.

### **a. Know and follow the rules**

Carefully read these guidelines, RGMI’s Employee Handbook, and namely RGMI’s policy against discrimination and harassment, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### **b. Be respectful**

Always be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of RGMI. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage fellow employees, customers, members, associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

### **c. Be honest and accurate**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about RGMI, fellow employees, associates, members, customers, suppliers, individuals working on behalf of RGMI or competitors.

**d. Post only appropriate and respectful content**

- Maintain the confidentiality of RGMI trade secrets and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, knowhow and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Maintain the confidentiality and privacy rights of all customers (and/or their tenants) and refrain from posting any pictures, comments and/or information about customers (and/or their tenants), or their respective property, which may adversely affect the customers’ corporate image or place said customer (and/or their tenants) in a false light or invade the privacy rights held by said individuals.
- Do not create a link from your blog, website or other social networking site to a RGMI website without identifying yourself as an RGMI employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for RGMI. If RGMI is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of RGMI, fellow employees, associates, members, customers, suppliers or people working on behalf of RGMI. If you do publish a blog or post online related to the work you do or subjects associated with RGMI, make it clear that you are not speaking on behalf of RGMI. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of RGMI.”

**e. Using social media at work**

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the Company Policy. Do not use any RGMI email addresses to register on social networks, blogs or other online tools utilized for personal use.

**f. Retaliation is prohibited**

RGMI prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

**g. Media contacts**

Employees should not speak to the media on RGMI’s behalf without contacting the Management. All media inquiries should be directed to them.

## **Social Security Number Privacy Policy**

RGMI has adopted a Social Security Number Privacy Policy in accordance with state law. The

purpose of the Social Security Number Privacy Act and this policy is to ensure, to the extent possible, the confidentiality of social security numbers, to prohibit the unlawful disclosure of social security numbers, to limit the persons who have access to the information and documents that contain social security numbers, and to set forth and practice proper procedures for the disposing of documents which contain social security numbers.

In the regular course of business, RGMI collects and maintains documents which contain social security numbers, under conditions and circumstances allowed by law. In accordance with company policy, and as required by law, all or more than four sequential digits of a social security number may not be placed on identification cards, badges, time cards, employee rosters, bulletin boards, permits, licenses, or any other materials or documents for public display. Documents, materials or computer screens that display all or more than 4 sequential digits of a social security number may not be disclosed for public viewing and are limited only to authorized personnel who have a business reason for reviewing such information.

All documents containing social security numbers must be stored in a physically secure manner so that only authorized personnel have access to such information. Social security numbers may not be stored on computers or electronically unless they are secured from unauthorized access. Only management personnel who have legitimate business reasons to know may have access to records containing social security numbers. Social security numbers must be kept private and secure at all times. Documents may not be sent through the mail which contain all or more than 4 sequential digits of a social security number, if the number can be seen through the envelope window or is otherwise visible from the outside of the envelope or package.

If documents containing social security numbers need to be disposed of, such disposal must be done in such a way to protect the confidentiality of the social security numbers. It is the policy of RGMI that this is done by shredding.

Violations of the Social Security Privacy Act carry criminal and civil penalties. Additionally, violations of this company policy can and will result in discipline up to and including discharge. Employees are encouraged to immediately report any violations of this policy to Management.

## **Reduction of Applicable Statute of Limitation Period**

**\*\*\*VERY IMPORTANT NOTICE\*\*\***  
**PLEASE REVIEW CAREFULLY**

On rare occasion, an employee may have a dispute with respect to an adverse employment action, change in compensation, or an unlawful working condition, including the termination of

his/her employment that cannot be resolved internally. In consideration of employment, or continued employment by RGMI, employees' claims or lawsuits relating to their employment or service with RGMI must be filed **not more than six (6) months** after the date of the employment action or unlawful working condition, or less if provided by law, which is the subject of the claim or lawsuit. Any longer statute of limitation to the contrary is waived.

### Immigration Law Compliance

All offers of employment are contingent on verification of the potential Employee's right to work in the United States. On the first day of work, new Employees will be asked to provide original documents verifying their right to work and, as required by federal law, to sign Federal Form I-9, Employment Eligibility Verification Form. If at any time The Company cannot verify the Employee's right to work in the United States, The Company will be obligated to terminate the person's employment. Periodically, The Company may be required to re-verify employment eligibility.

### Credit Card Privacy Policy

RGMI has implemented this privacy policy in order to ensure the confidentiality of all credit card numbers which RGMI obtains from its customers in the ordinary course of doing business. The purpose of obtaining the credit card numbers is solely for the payment of services performed by RGMI.

In order to protect the confidentiality of our customers, the following policies shall be in force at all times:

1. Employees may not unlawfully use and/or disclose credit card numbers by:
  - a. Publicly displaying more than four (4) consecutive digits of a credit card. To publicly display means to exhibit, hold up, post or make visible or set out for open viewing, including but not limited to, open viewing on a computer, computer network, website, or other electronic medium or device so that members of the public or unauthorized employees can view the information.
  - b. Copying, communicating, transmitting or revealing to an unauthorized employee or any non-employee, credit card information obtained from a RGMI customer in the course of business.
  - c. Using credit card numbers obtained from RGMI customers for any purpose other than payment for the Company's services.
2. Employees shall not leave open and unattended in an unsecured area any document which includes a customer credit card number. The Company's security procedures regarding the handling of cash and checks apply equally to documents containing credit card numbers.

3. To prevent unauthorized individuals from unlawfully obtaining credit card numbers from discarded documents, all documents will be disposed of **only by shredding**. No documents which include credit card numbers are to be placed in the trash or disposed of in any manner which will enable unauthorized individuals to obtain credit card numbers from the documents.
4. Employees violating this policy may be subject to discipline up to and including discharge.

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## **Acknowledgment and Agreement**

**\*\*\* Important Read Carefully\*\*\***

I acknowledge receipt of the Employee Manual dated below. I understand and agree that I am bound by the Policies, terms and conditions of employment set forth in this Manual, and it is my responsibility to become familiar with the Policies, terms and conditions herein. However, notwithstanding the foregoing, nothing in this Manual modifies, alters, waives or changes any individual written employment contracts between Reinhart Grounds Maintenance, Inc (“RGMI”) and any employee. To the extent the Policies in this Manual conflict with such individual written employment contract the terms of the individual contract controls. I also understand and agree that RGMI has the right to unilaterally modify and/or terminate any policies, practices, procedures and standards it has adopted or implemented, to the extent not limited by law. I also understand that this Manual is not a contract, express or implied, and it does not guarantee employment for any specific duration.

I understand and agree that my employment with RGMI is **At-Will** and my employment may be terminated, either by me or RGMI, at any time, for any reason, with or without notice. I understand and agree that the Policies and conditions stated in this Manual govern my employment at RGMI. I understand and agree that this Manual supersedes and cancels any prior contrary verbal or written policies, statements, understandings or agreements concerning the terms and conditions of my employment with RGMI. I understand and agree that no employee has the authority to change the terms of my employment as stated in this Manual, other than in writing, signed by the President of RGMI and directed to me personally.

AS CONSIDERATION FOR EMPLOYMENT AND/OR AS CONSIDERATION FOR CONTINUED EMPLOYMENT WITH RGMI, I AGREE THAT ANY CLAIM OR LAWSUIT ARISING OUT OF MY EMPLOYMENT WITH, OR MY APPLICATION FOR EMPLOYMENT WITH RGMI OR ANY OF ITS SUBSIDIARIES MUST BE FILED NO MORE THAN SIX (6) MONTHS AFTER THE DATE OF THE EMPLOYMENT ACTION THAT IS THE SUBJECT OF THE CLAIM OR LAWSUIT. WHILE I UNDERSTAND THAT THE STATUTE OF LIMITATIONS FOR CLAIMS ARISING OUT OF AN EMPLOYMENT ACTION MAY BE LONGER THAN SIX (6) MONTHS, I AGREE TO BE BOUND BY THE SIX (6) MONTH PERIOD OF LIMITATIONS SET FORTH HEREIN, AND I **WAIVE ANY STATUTE OF LIMITATIONS TO THE CONTRARY**. SHOULD A COURT DETERMINE IN SOME FUTURE LAWSUIT THAT THIS PROVISION ALLOWS AN UNREASONABLY SHORT PERIOD OF TIME TO COMMENCE A LAWSUIT, THE COURT SHALL ENFORCE THIS PROVISION AS FAR AS POSSIBLE AND SHALL DECLARE THE LAWSUIT BARRED UNLESS IT WAS BROUGHT WITHIN THE MINIMUM REASONABLE TIME WITHIN WHICH THE SUIT SHOULD HAVE BEEN COMMENCED.

I certify that I have read, fully understand and accept all of the foregoing terms of this Acknowledgement and Agreement.

Employee Signature: \_\_\_\_\_

Print Name of Employee: \_\_\_\_\_

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

## **APPENDIX A**

### **THE RGMI STANDARDS**

The image that RGMI wants to project is one of businesslike professionalism. The Company image is most noticeable by the appearance of our vehicles, our personnel, our offices, and our garages. It is also reflected in our telephone transactions and general courtesy in all situations.

#### STANDARDS FOR VEHICLES

##### **EXTERIOR:**

1. Vehicles must be clean.
  - a. Each employee is responsible for the cleanliness of his/her assigned work vehicle. The employee can either use the washer in the shop or take the vehicle to a car wash at the employee's expense. Hourly employees are not to be used to wash vehicles assigned to a manager.
2. Windshields and other windows must not have cracks.
3. The paint should be in good condition.
4. No rust, dents, or damage should be on them.
5. Decals must be properly placed and in good condition.
6. Tires in good condition.
7. Hubcaps in place.
8. Vehicle must be free of chemical stains.

##### **INTERIOR:**

1. Clean and neat
2. Free of excess materials (bags, trash, pop bottles, etc.)
3. Paperwork neat and in containers.
4. No chemicals or chemical odor to be in the driver compartment.
5. Dashboard free of debris or papers.
6. All windows clean.
7. Rearview mirror clean.
8. All M.S.D.S and shipping papers to be properly kept.

##### **CHEMICAL COMPARTMENT:**

1. Clean and well organized.
2. No chemical spills.
3. All containers properly labeled.
4. All carrying containers must be in proper spot, properly cleaned, and maintained.

If a sprayer or other equipment must be kept in the vehicle in order to keep it from freezing it must be kept in a carrying container and empty.



It is the driver's responsibility to report any problems on the vehicle that must be addressed to maintain the Company Standards.

### STANDARDS FOR EQUIPMENT

1. All equipment to be clean and in good working order.
2. There must be no leaks.
3. All safety equipment must be clean, operable and properly stored.
4. If applicable, wash-water and soap must be available.

It is the Technician's responsibility to have all equipment and other supplies necessary to complete their assigned work. The safe use and storage of chemicals and safety equipment is also a primary concern and an important responsibility.

### STANDARDS FOR PERSONAL APPEARANCE

#### **GROOMING**

1. All employees are expected to maintain a clean and professional appearance at all times.
2. Hair is to be neatly and appropriately maintained.
  - A Male technician's hair is to be neatly trimmed, maintained off the collar in an acceptable manner. Ponytails, mohawks, or other extreme hairstyles are not permitted.
  - A female technician's hair, which is longer than shoulder blade length, must be pulled back in a ponytail fashion or other neat and acceptable manner. Extreme hairstyles are not permitted (i.e. blue hair, etc.).
  - Management, sales, and customer service reps are to adhere to the above standards with the exception that female personnel may wear longer hair in an appropriate style and do not have to put long hair into a ponytail.
3. Facial hair may be worn if it is neatly trimmed (any technician wearing a beard will have to sign a waiver regarding respirator fittings).
4. If a waiver for facial hair is not executed, Male technicians must be freshly shaven daily.

5. The only jewelry which may be worn is rings and watches. Neck chains may be worn if inside the shirt. No earrings, bracelets, or symbolic ornaments may be worn unless approved by the Service Center Manager.

6. Technicians must wear uniforms at all times during the work day including meetings, unless otherwise instructed. Uniforms must be clean and pressed on a daily basis.

7. Management, office, sales, and customer service reps must be dressed in appropriate business attire.

### STANDARDS FOR OFFICES, AND GARAGES

**EXTERIOR:** The grass must be cut and all debris picked up. Snow and ice must be properly removed in winter

**INTERIOR:** 1. The office area is to be cleaned and neat. The desks and office supplies are to be neatly organized.

2. All personnel must be dressed in accepted professional business attire.

3. Bathrooms are to be clean, neat and supplied with towels. There will be soap and air freshener at all times.

4. The garage must be neat and clean. It must be well organized.

5. Material rooms must be neat and clean. All materials and supplies are to be properly stored and maintained. Any spills must be cleaned immediately.

6. There must be no safety related problems (i.e. frayed electrical cords, open sockets, chemical spills, etc.)

### STANDARDS FOR COMMUNICATION

Communication is transmitting, giving, or exchanging of information through any means. It is basic to the proper performance of our job.

**A. PHONES:** The phone is where customers get their first impression of RGMI. It is where current customers judge us on our ability to handle “their problem.”

How we use the phone is essential to our image.

1. Always answer the phone in a bright cheery manner saying, “It’s a great day at Reinhart’s, how may I help you?”
2. Do not let a person stay on hold for more than 2 minutes without checking back and explaining what is happening.
3. Treat every phone call as an opportunity to take ownership of the problem, and help to resolve it.
4. Always be TRUTHFUL.
5. Always be courteous.
6. If you cannot solve a problem get the problem to someone who can and let the customer know.
7. If you get a call for another office, offer to take the information and have the appropriate person call back. If the customer prefers to call themselves, give the number and a contact name.
8. Always personalize the contact.
9. Always write down the message and fill in all the pertinent information.
10. Use Thank You and the person’s name as often as you reasonably can.
11. Phone messages must be returned promptly. Return them the same day, if possible.
12. Listen actively.
13. Make sure that the customer knows what is going to happen next (after your conversation).
14. Talk clearly and appropriately.
15. Be as helpful as possible.
16. If you don’t know, or can’t help the customer, do not misdirect them.
17. Get correct information.
18. Speak in a clear professional manner.
19. Ask questions... ”What is this in reference to?” “How may I serve you?”
20. Keep conversations as simple as possible being sure to get the facts.
21. Use proper salutations, i.e. Mr. and Mrs. or Ms.
22. Confirm what you hear.
23. Leave customer with a positive feeling about RGMI, and that the problem will be resolved.
24. Recommend other types of solutions to problems by offering other programs we have available.
25. Try to control frustration. Pass the call to another to handle if you are getting too angry rather than causing a confrontation between you, and the customer.
26. Don’t chew gum or eat food when talking to a customer.

**B. PERSON TO PERSON (VERBAL)**

1. Do not use profanity, politics, religion or offensive words of any context.

2. Speak slowly and clearly with professionalism.
3. Convey to the customer that you are there to solve their problem.
4. Keep conversation to the point. Listen, listen, listen.
5. Write down the highlights. Don't try to rely on memory alone.
6. Keep conversation to a business level. Be friendly, but avoid being too friendly.
7. Address the person properly using Mr., or Mrs., etc.
8. Use eye to eye contact.
9. Give the person you are talking to your complete attention.
10. Correct misconceptions by giving proper information and treatment of solutions in a professional informative way.
11. Recommend other methods of treatment.
12. Make maintenance recommendations, as necessary.
13. Be aware of body language.
14. Don't rush the customer because you have a busy schedule.
15. Listen.

#### C. WRITTEN COMMUNICATION

1. Fill out work orders, reports, call slips completely and explain in a professional manner with clarity.
2. Tag doors properly and leave cards in the correct manner.
3. Pass out information provided by our office to help educate and inform the customer.
4. Relay complete information to the office so that it can be responded to in a proper manner, i.e. Sales Leads, Technician Information Sheets.
5. Be sure to fill in who, what, where, why, time, date on call messages.
6. List the time you were at the property on the card.
7. When composing letters don't be too wordy, flowery, or rude.
8. Use tact.
9. Make sure spelling of owners, property managers, and addresses are correct.
10. Make sure you leave all pertinent information (i.e. flags on lawns, Risk vs. Benefit, etc.)
11. Review all work orders with the appropriate person, office, or customer.

### STANDARDS FOR CUSTOMER RELATIONS

If we truly believe that we are providing the highest quality service in our industry, we also must have the highest quality customer relations.

#### A. CUSTOMER RELATIONS

1. Never lie to the customer, or misinform them.

2. Show a genuine concern for the customers' problems.
3. Listen completely to the customer.
4. Keep things businesslike.
5. Be polite.
6. Resolve problems in a timely manner.
7. Be honest.
8. If you don't know, say so, but phrase it properly. Let them know you will find out, and contact them.

**B. PERSONAL**

1. Be well groomed.
2. Maintain a professional image.
3. Do everything the best that you possibly can.
4. Be a team player.
5. Try to resolve complaints whenever possible to avoid passing on problems to Sales, Service Manager, or Service Center Manager.

**C. SALES**

1. Show up to work ready to perform duties.
2. Handle all customers with respect and helpfulness.
3. Make a sale a "Win-Win" situation.
4. Resolve everything in an efficient and expedited manner.
5. Don't be pushy.
6. Don't bad mouth the competition.
7. Don't make promises you can't keep just to make the sale.
8. Be sincere, honest, and prompt.
9. Have pen and paper ready when returning a call.
10. Return calls promptly.
11. Build trust relationships.

**D. SERVICE**

1. Show respect for the customer.
2. Listen to the customers' problems with intent.
3. Perform the best service possible.
4. Be on time.
5. Be as clean and neat as possible.
6. Clean up any mess you make (respect customers' property).
7. Try different approach if problem is persistent.
8. Always have the right materials with you to treat the problems.
9. Don't tell the customer they don't have a problem just because you see them. Do thorough inspection and if necessary, set monitors.

10. Get specific directions, and record them for office also.
11. It is the technicians' responsibility to solve problems. If for some reason he/she can't, he/she must report it to the office so that proper service can be performed.

## STANDARDS OF BEHAVIOR

If our objective is to be a great Company, then we must act like a great company because we are being observed by our customers, the general public, and our fellow worker.

### A. AMONGST OURSELVES

1. Be courteous to one another. Show respect.
2. Be as helpful as possible to one another.
3. Ask questions if you don't know.
4. Listen and try to understand the other persons reasoning keeping it simple.
5. If you are going into another person's area, ask him/her questions before you go. Advise person of locations, problem areas, and problem managers.
6. Critique one another's image.
7. Make everyone feel like a member of the team.
8. Stand by each other by supporting team decisions.
9. Confront a person tactfully on a one-to-one basis if you have a complaint.

### B. LANGUAGE

1. Think before you speak.
2. Never swear or use profanity.
3. Try not to interrupt anyone during a conversation.
4. Use "Please" and "Thank You."
5. Avoid using slang words such as, "Cool, Man," "Baby," "Dear," and other terms of affection.
6. Avoid the need to always be right.
7. Encourage discussion, instead of being argumentative.
8. Use proper English. Enhance your vocabulary.
9. Use "small talk" to ease tension.

### C. PUBLICLY

1. You are a billboard for RGMI. How you act represents everyone employed here.
2. Talk positive about the Company you work for (avoid using negatives).
3. Keep vehicle clean inside and outside.
4. Maintain proper behavior at locations other than our accounts (while eating lunch, gas stations, and other public places).
5. Maintain a clean appearance. (Clean uniform, shoes, etc.)

D. WORK ETHICS

1. Never shortcut the service. Do the job right, and then some.
2. Be on time for appointments, or call if you are going to be late.
3. Show up to work ready for work, and be on time.
4. Don't sit and drink coffee with the customer.
5. Preplan your route before you start your day.
6. Care about your work. Call the office if you cannot finish your calls as a common courtesy.
7. Be a doer.
8. Be helpful.
9. Don't be too proud to ask for help.

E. OTHER

1. Drive in a defensive manner.
2. Yield to the right of way.
3. Help others as you would want to be helped.
4. Be a polite driver (remember you are a moving billboard).
5. Maintain laws (wear seatbelts).
6. Make sure all signals work properly on your vehicle.