

Born's Landscape & Lawn Care

**Team Member Handbook
&
Operations Manual
2021**

Hello New Team Member,

We want to personally take this opportunity to welcome you to our family here at Born's Landscape & Lawn Care. We are excited to have you become a part of our growing company and we look forward to a long and mutually beneficial relationship together. As you will learn, we are very serious about taking excellent care of our customers, as well as our team members. We genuinely believe it is the people we work with that makes our company unique.

In the following pages, you will read about how we operate here at Born's Landscape & Lawn Care. You will see how serious we are about doing things correctly; we have worked very hard to create a detailed and helpful team member handbook and operations manual so you will be able to refer back to this book any time you may have questions. If there is anything inside this handbook that you do not fully understand, please speak with your immediate supervisor or the company's manager.

There is an acknowledgement form your must fill out and return to your supervisor for your employment to officially begin. Please remove that form from this packet, sign, and turn it in as soon as possible. Once again, thank you for joining our team. We are looking forward to working with you.

Respectfully yours,

Jared Born
Owner & Founder

Company Vision:

To be recognized as the leader in quality landscape services our market region

Company Mission:

Exceeding expectations through quality workmanship and outstanding customer service with the continued growth of our team of professional

Core Values:

- Quality - workmanship, dedication, detailed service
- Teamwork - positive attitude, perseverance, leadership, loyalty
- Professionalism - appearance, knowledge, patience, customer services
- Profitability - efficiency, speed, consistency, growth

Company History:

Our company was founded in 2006 by Jared Born when he was still a high school student. Mr. Born continued to run the company part time throughout high school and college until his college graduation in 2007, when he took the company full time. Initially only servicing the Amherst, South Amherst and Wakeman area, the company grew to include properties as far west as Huron and east through Cuyahoga and Medina counties, while still servicing the southern Lorain County cities. There are between 15-25 team members working at any one time throughout the season. The company continues to increase in revenue year to year, helped along by long standing residential customers, reputable commercial contracts and, perhaps most importantly, our hardworking and dedicated team.

About this Handbook & Operations Manual:

This handbook and operations manual contains information about the employment policies and practices of Born's Landscape & Lawn Care, Inc. (hereto know as "the Company") in effect at the time of this publication. All previously issued handbooks and any inconsistent policy statements or other documents are superseded, with the exception of any currently valid written agreements between an individual team member and the Company.

The Company reserves the right to revise, modify, or edit any and all policies, procedures, work rules, and benefits stated in this handbook or in any other valid, written agreement between a team member and the Company. All changes must be made in writing and signed by Mr. Born or an authorized supervisor. No oral statements, agreements, or representations are authorized to alter the provisions of this handbook. Therefore, this handbook and operations manual sets forth the entire agreement between you and the Company throughout the duration of your employment and the circumstances in which employment may be terminated. The information in this handbook or any other

personnel document does not create, nor is intended to create, a promise or representation of continued employment for any team member.

Employment at the Company:

Employment at the Company is employment *at-will*. Employment at-will may be terminated for any reason, with or without cause or notice, at any time by either the team member or the Company. The information in this handbook or any other document/statement, written or oral, does not limit the right to terminate a team member at-will. No implied contract concerning any employment-related decision, term, or condition of employment can be established by any statement, conduct, policy or practice.

Equal Employment Opportunity Practices:

The Company is an equal opportunity employer and makes employment decisions based on merit. Company policy prohibits unlawful discrimination based on genetic characteristics or information, race, color, creed, sex, gender, gender identity, marital status, age, national origin, ancestry, physical disability, mental disability, medical condition, veteran status, sexual orientation or any other consideration made unlawful by federal, state, or local laws. The Company prohibits unlawful discrimination by any team member of the Company, including supervisors and co-workers.

To comply with application laws ensuring equal opportunities to qualified individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a team member unless undue hardship would result

Unlawful Harassment:

The Company will take all reasonable steps to prevent unlawful harassment from occurring. For any basis protected by federal, state, or local law, the Company will always comply with the law. The Company's anti-harassment policy applies to all team members and any independent contractor involved in the operations of the Company and prohibits harassment by any Company team member, including supervisors, co-workers, and independent contractors. The Company's anti-harassment policy also protects team members from harassment by clients, vendors, or others doing business with the Company. If harassment occurs on the job by anyone not employed by the Company, the procedures in this policy should be followed as if the individual were a team member of the Company.

The Company's Complaint Procedure:

Team members who believe they have been harassed on the job, including individuals under contract with the Company, should provide a written complaint to their immediate supervisor or Mr. Born. The complaint should include as many details of the incident as possible, including when the names of those involved and any possible witnesses. All incidents of harassment that are reported will be

investigated. If the Company determines that prohibited harassment has occurred, the Company will take immediate remedial action.

ALL TEAM MEMBERS AND INDEPENDENT CONTRACTORS SHOULD NOTE THAT THE FAILURE TO USE THE COMPANY'S COMPLAINT PROCEDURE MAY RESULT IN THE DEFEAT OF ANY CLAIM OF HARASSMENT, IF LITIGATED IN A COURT OF LAW.

False Claims of Harassment:

Any team member who makes a false claim of harassment will be disciplined according to Company policy. This may result in suspension with loss of pay or termination.

Open Door Policy:

Your suggestions for improving the Company's operations are always welcome. You may occasionally have a complaint, suggestion, or questions about your job, working conditions, or the treatment you are receiving. Please bring any questions or concerns to your immediate supervisor or Mr. Born.

Background Checks and Investigations:

The Company must maintain a safe and productive environment with honest, trustworthy, qualified, reliable, and non-violent team members who do not present a risk of serious harm to their co-workers or others. The Company may request that you authorize either the Company or a third party to perform background checks or other types of disclosures. This could include the use of consumer reporting agencies and gathering information such as credit standing and capacity, character/personality assessments and general reputation, mode of living, criminal history, driving records, education history, employment history, etc. Team members are expected to cooperate fully with this policy. Failure to cooperate, intentional deception/dishonesty, or any attempt to interfere with the Company's implementation of this policy will result in discipline, up to and including termination of employment or prevention of employment.

Team Member Classifications:

Non-exempt Team Members: eligible to receive overtime pay in accordance with state and federal wage and hour laws; are required to submit a time record for each pay period, approved by their direct supervisor for the purpose of tracking hours worked and calculating compensation.

Exempt Team Members: generally salaried and fall into one or more of the following four classifications: executive, professional, administrative, or sales, and are exempt from the application provisions for state and federal wage and hour laws.

Job Duties:

Your supervisor or crew leader will explain your job responsibilities and service standards expected of you. Flexibility is necessary, and as such, your job responsibilities may change at any time during your employment. In addition to your regularly assigned job responsibilities and duties, you may be asked to work on special projects or assist with other work necessary for the operation of the Company. Your cooperation and assistance in performing additional work is expected. The Company reserves the right at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

Dress Code:

Upon starting employment with the Company, you will be provided with (5) company shirts, (1) ball cap, and (1) company sweatshirt. Any additional clothing items outside of what is supplied by the company will be replaced at the team member's expense. Shorts are not approved uniform items. Your pants cannot have noticeable stains, tears, or holes. You must also provide your own steel-toed boots. They must be brown or black and at least ankle height. Your shirts must be tucked in at all times and your clothing should be washed and clean when working. Upon termination, team members must return any company issued uniforms. Items returned in an unusable state will be deducted from the team member's final paycheck at the following costs:

- Company Shirt: \$12.00/per item
- Work Pants: \$20.00/per item
- Ball Cap: \$10.00/per item
- Company Sweatshirt: \$20.00/per item

Punctuality and Attendance:

Team members are expected to report to work every day as scheduled, on time and prepared to work. Team members are also expected to remain at work for their entire work schedule, except for (30) minutes for lunch. If you are unable to report to work for a scheduled work day, you must call the office at least one hour before your scheduled start time. Team members must also indicate to their supervisor how long they intend to be absent from work if more than one day. Excessive tardiness or absenteeism, excused or unexcused, will not be tolerated. Excessive tardiness in a 30 day period will result in:

- 1) A verbal warning**
- 2) A written warning**
- 3) Deduction in pay or suspension or immediate termination**

If you fail to report to work without any notification to your supervisor and your absence continues for a period of (3) days, the Company will consider your employment voluntarily terminated via abandonment.

Working Hours and Lunch:

Your starting time is 8:00am, Monday through Friday. You must arrive at the business location with all needed items for the day and be ready to depart by 8:00am. Any unauthorized stops made after your start time will **not** be tolerated and may result in immediate termination. Your finish time for the day will depend upon the work provided. Occasionally, your supervisor may provide a later start time, but you will be notified in advance. You and the crew you are working with will be provided with a 30 minute unpaid meal period. **Working hours and meal periods for company mechanics may differ.**

- Mowing Crews: team members will receive one (30) minute unpaid meal break
- Landscape Crews: teams members will receive one (30) minute unpaid meal break and two (15) minute breaks

Rework Time:

Any time spent by a team member performing re-work (call back) will be compensated no less than the current minimum wage rate.

Overtime:

Occasionally team members may be required to work overtime. All overtime work must be previously authorized by your supervisor or Mr. Born. Non-exempt team members will be paid time and one-half for any hours exceeding the scheduled 40 hour work week. Exempt team members are not eligible for overtime.

Timekeeping:

Upon arrival and departure at the business location, you are required to write down your clock in/clock out time on your time card or if using a tablet, clock in/clock out using the Service Autopilot App. No other person or team member is permitted to fill out or amend your time card.

Vacation Time and Incidental Days:

All full time seasonal and year-around team members will be allotted incidental and vacation days annually. All vacations days must be scheduled in advance and approved by management. All incidental day absences must be reported to your direct supervisor no later than 7:00am. Team members may be asked to provide medical documentation for absences due to illness. The Company supervisors reserve the right to suspend any vacation for the benefit of business related reasons. Vacation and incidental days available are as follows:

- Full Time/Part Time Seasonal Team Members: (2) unpaid incidental days annually; (5) unpaid vacation days annually

- Full Time Year-Round Team members: (4) unpaid incidental days annually; (10) unpaid vacation days annually

Payment of Wages:

Paydays are weekly Fridays of every month. If regular paydays falls on a holiday, team members will be paid on the preceding work day. The Company under no circumstances permits advances against pay checks.

Performance Evaluations:

You will receive an annual performance evaluation every August or as deemed necessary by the Company. The frequency of performance evaluations may vary depending upon such factors as length of service, job position, past performance, changes in job duties or recurring performance problems. Increase in pay, if any, are solely within the discretion of the Company and depend upon many factors in addition to your individual performance.

Voluntary Terminations:

Should you decide to terminate your employment with the Company, we ask that you give us a minimum of two weeks notice, in writing. All property owned by the Company (vehicles, keys, uniforms, credit cards, etc.) must be returned at the time of termination.

Final Paycheck:

In the case of termination or resignation from the Company, all team members must return all company property; materials and uniforms issued to them or in their possession must be returned before their final paycheck will be issued. Your final paycheck will be mailed during the next normal pay period. If there are unpaid obligations to the company, the final paycheck will reflect the appropriate deductions.

Conduct:

It is not possible to list all the forms of behavior that are unacceptable in the work place, but the following are some examples of conduct that will not be tolerated and may result in disciplinary action, including termination of employment:

- **Theft of company property**
- **Falsification of time keeping records**
- **Working under the influence of drugs or alcohol**
- **Possession, distribution, sale, transfer, use or being under the influence of alcohol or illegal drugs in the workplace or during work hours**

- **Fighting or threatening violence**
- **Boisterous, disruptive or dangerous behavior**
- **Negligence that leads to destruction of company property or customer property**
- **Insubordination or disrespectful behavior**
- **Violation of safety and health rules of the Company**
- **Smoking in prohibited areas**
- **Sexual or other unlawful harassment or discrimination**
- **Possession of dangerous or unauthorized materials such as explosives or firearms**
- **Excessive tardiness or absenteeism**
- **Violation of any state, local or federal laws**

This statement of prohibited conduct does not alter the Company's policy of employment at will.

Zero Tolerance for Violence:

Acts or threats of violence, including intimidation, harassment and/or coercion which involve or affect the Company, its team members, vendors, or customers will not be tolerated and will result in immediate termination of employment.

Zero Tolerance Drug and Alcohol:

Possession, use, or being under the influence of alcohol or illegal drugs or a controlled substance while on the job is prohibited. Driving a company vehicle or your own vehicle for company related matters while under the influence of drugs or alcohol or a controlled substance is prohibited. Distribution, sale, purchase, or transfer of an illegal drug or a controlled substance is prohibited. Any violation of these standards of conduct will result in immediate termination and the Company has the right to bring the matter to the attention of the appropriate law enforcement authorities. The Company reserves the right to conduct searches of Company property and to implement other measures necessary to deter and detect abuse of this policy.

Off Duty Conduct:

Team members are expected to conduct their personal affairs in a manner which does not adversely affect the Company's integrity, reputation or credibility. Illegal off duty conduct on the part of the team member which adversely affects the Company's business interests or the team member's ability to perform his/her job will not be tolerated.

Smoking Policy:

Team members are not permitted to smoke within company vehicles, on customer property or in the company of customers. Violating this policy will not be tolerated and will result in disciplinary action.

Workers' Compensation and Disability Leave:

The Company will grant a workers' compensation disability leave to team members with occupational illnesses or injuries in accordance with state law. As an alternative, the Company will try to reasonably accommodate such team members with modified work. Team members must report all work related accidents, injuries, and illnesses, regardless of their degree of severity, to their senior supervisor or Mr. Born immediately. In addition, team members must provide the Company with a certification from a health care provider, if requested.

Facility:

All team members are responsible for the organization and neatness of the facility. All garbage should be thrown away daily, all tools and parts should be placed in their designated locations, and the facility should be locked and secure at the end of the each business day. Only certain team members have access to the facility during non-working hours. If you need to use the facility outside of work hours, but do not possess a key, please contact your supervisor or Mr. Born for permission.

There are designated parking areas outside of the facility. Please do not park your personal vehicle in undesignated locations, especially areas that could disrupt regular business operations and vehicles.

All team members should be aware of designated safety areas and the location of first aid kits throughout the facility. These kits should remain available and fully stocked at all times. Become familiar with these locations and use them whenever necessary. Please notify your supervisor or Mr. Born immediately if you find a first aid kit is not fully stocked.

Trucks:

Our Company has vehicles that are used for providing our services. These trucks range from small pick-up trucks to large dump trucks. These company vehicles are only to be used for Company business unless otherwise given permission by Mr. Born. All company vehicles will be properly maintained for safety and appearance by all team members. Each crew will be responsible to maintain the truck that they use regularly. This includes maintaining the cleanliness of the inside and outside of the vehicle, as well as making sure all fluids are properly topped off and the tires have the proper amount of pressure. If any part of your company vehicle is in need of repair, you must notify your supervisor or Mr. Born immediately, in writing.

All team members who drive company vehicles must have a valid driver's license. All team members must wear their seat belts at all times and obey all traffic laws without exception. Team members who operate company vehicles are also expected to drive courteously and refrain from cellphone usage while operating any company vehicle.

Every company truck is equipped with a first aid kit. Make sure the first aid kit is always properly stocked with needed supplies. If there is an accident involving a company vehicle, it must be reported immediately to your supervisor or Mr. Born. All vehicle registrations and insurance information are located in an envelope in the glove compartment of the vehicle.

Trailers:

Our company has trailers that range in size and type, both closed and open trailers. These company trailers are only to be used for Company business unless otherwise given permission by your supervisor or Mr. Born. All company trailers will be properly maintained for safety and appearance by all team members. Each crew will be responsible to maintain the trailer they use on a regular basis. This includes maintaining of the cleanliness of the inside and outside of the trailer, as well as making sure the tires have the proper amount of pressure. If any part of your company trailer is in need of repair, you must notify your supervisor or Mr. Born immediately, in writing.

All team members who drive company trailers must have a valid driver's license. All team members must obey all traffic laws without exception. Team members who drive company trailers are also expected to drive courteously. When connecting a trailer to a truck, make sure everything is attached properly, including chains, light cables, and the ball, to ensure that they are all secured. When hauling a trailer, make sure the trailer itself and all loads are secure and safe.

Equipment:

The Company has a wide variety of equipment, including different sized lawn mowers, hand held equipment, blowers, leaf vacuums and more. It is imperative that all equipment is handled with the utmost care. Safety is the first priority when handling equipment and the second is the care and well being of each piece of equipment. Learn how to properly use each piece of equipment during your initial training sessions with your supervisor or Mr. Born. Do not use any equipment until you are certain you know how to start it, stop it, and use it effectively and safely.

All equipment must be maintained on a regular basis. There is a schedule for the maintenance and upkeep of equipment. However, if you notice a piece of equipment is not operating correctly, notify your supervisor or Mr. Born immediately. All equipment should be kept clean and oil levels should be checked daily. Blades for all lawn mowers should be changed weekly with newly sharpened blades.

Safety:

Our company is very serious about providing a safe working environment for our team members and those we work with. First and foremost, if there is an accident or dangerous situation, do not hesitate to call 911 immediately. Any and all accidents, injuries, and illnesses must be reported immediately so that the proper care can be provided and an assessment of the injury/accident can be made. If you ever

feel a safety issue exists, please report it immediately to your supervisor or Mr. Born. Work cautiously to avoid harming or injuring others around you while working, as well as, public property or customer property. Never put yourself or your co-workers in a dangerous working situation. Consult with your supervisor if you feel any aspect of your job duties may be dangerous to perform.

While working with engine powered equipment, all team members must wear eye and ear protection — **no exceptions**. These safety materials will be provided for you; any replacement or additional items will be supplied at your expense. Make certain you use proper lifting techniques and never lift anything alone that requires more than one person to lift safely. Drink plenty of water to avoid dehydration. We also recommend all team members wear sunscreen protection.

Interaction with Customers and the Public:

Please keep in mind that you are a representative of our Company. When you are working in the field it is necessary that you are polite and professional at all times. When a customer wants to speak with you, turn off all equipment and remove ear and eye protective gear. Never argue or berate a customer; listen to their concern(s) and assure them it will be reported immediately. If a customer asks a question you cannot answer or do not feel comfortable answering, refer them to the office phone number. If someone becomes angry or aggressive with you, do not engage in the argument. Apologize, back away and direct them to call the office if they need to speak with someone. If the situation continues to escalate, apologize, remove yourself from the situation, and contact your supervisor or Mr. Born immediately.

Communication:

Every day each crew will be provided with a description sheet and/or tablet of the work they are expected to perform. These sheets will be detailed and exact so that there should be very few, if any, questions. However, if you are unsure of your work duties or job description and how it should be carried out, contact your direct supervisor for clarification. Personal cell phone use should be kept to an absolute minimum during working hours.

Company Meetings:

Once per month on the first Monday of the month, there will be a company meeting in the truck area of the facility. All team members are **required** to attend. The meeting will be held by a supervisor or Mr. Born. The meetings will reaffirm our position on safety, quality of work, and professionalism. If you have any questions or suggestions, you can add your input during the meeting. We also use the meeting each month to recognize special accomplishments of the company and individuals within the organization.

Acknowledgement and Agreement

This is to acknowledge that I have received a copy of the Born's Landscape & Lawn Care 2021 Team member Handbook and Operations Manual and understand that it sets forth the terms and conditions of my employment, as well as, the duties, responsibilities, and obligations of my employment. I understand and agree that it is my responsibility to review and familiarize myself with the provisions of this handbook and to abide by its policies.

I understand and agree that this handbook, in whole or in part, is not a contract of employment, nor is it evidence of a contract between Born's Landscape & Lawn Care and myself. I also acknowledge that with the exception of the policy of at-will employment and any current, valid written agreement between Born's Landscape & Lawn Care and myself, including any collective bargaining or alternative work schedule agreement, the terms and conditions set forth in this handbooks may be modified, changed, or deleted at any time provided such changes are in writing and approved by Mr. Born. Any agreement between Born's Landscape & Lawn Care and myself of any kind pertaining to any term or conditions of my employment or its termination must be in writing.

I also acknowledge and agree that my employment with Born's Landscape & Lawn Care is not for a specified period of time and can be terminated or modified at-will, at any time and for any reason, with or without cause or notice. I confirm there have been no statements made to the contrary to myself and I acknowledge that no oral statements or representations regarding my employment can alter the foregoing. My at-will employment status can be changed in writing by Mr. Born; no other communications, whether oral or in writing, can constitute nor be evidence of any contract of employment for any specified period of time.

I agree that, with the exception of any complaint of harassment or discrimination that I may have currently pending as of the date below, from my first date of employment, I have had no cause to complain about discrimination or harassment. I acknowledge that at all times I have been made fully aware of Born's Landscape & Lawn Care procedures for addressing such complaints. I also agree that in regard to any such complaints I may have made before the date below, they have been resolved to my satisfaction.

Team member's Signature: _____

Team member's Full Name (printed): _____

Date: _____

Shirt/Sweatshirt size: _____

Conflict of Interest Policy:

Born's Landscape & Lawn Care has adopted this policy to ensure that our business interests are protected, and team member safety and productivity are maintained. Born's Landscape & Lawn Care generally allows outside employment, where the secondary employment causes no adverse effects to the team member's performance of job duties at Born's Landscape & Lawn Care, the secondary work is performed after the team member's regularly scheduled working hours, and there is no conflict of interest. As such, Born's Landscape & Lawn Care requires any team member that feels they may have a conflict of interest to immediately notify their immediate supervisor for relief.

This Policy Shall:

1. Provide reporting guidelines for moonlighting team members;
2. Examine the Born's Landscape & Lawn Care limitations for secondary employment;
3. Discuss the Born's Landscape & Lawn Care Non-Compete, Confidential Information Policy / Agreement;
4. Outline the Born's Landscape & Lawn Care stance on secondary employment with clients and/or vendors;
5. Define Born's Landscape & Lawn Care policy on secondary employment conducted while on leave.
6. Define Born's Landscape & Lawn Care policy regarding potential conflicts of interest in the hiring process.
7. Define Born's Landscape & Lawn Care policy regarding potential conflicts of interest in the transaction of business.
8. Define Born's Landscape & Lawn Care policy regarding potential conflicts of interest in the use of personnel and/or equipment for non-business purposes.

Reporting:

- Any Born's Landscape & Lawn Care team member that wishes to work part-time, or for any amount of time after their regularly scheduled Born's Landscape & Lawn Care work hours should discuss the matter with their manager / supervisor / HR prior to their acceptance of the secondary employment.
- The team member may be required to disclose information pertaining to the proposed secondary employment to allow a Born's Landscape & Lawn Care review. The review will simply ensure that there is no conflict of interest.

Limitations:

- Born's Landscape & Lawn Care team members must have eight (8) consecutive hours of time for rest/sleep prior to reporting for regularly scheduled work at Born's Landscape & Lawn Care. For

example, a team member may not work a 12am-8am shift at a secondary workplace prior to reporting to Born's Landscape & Lawn Care at 9am, etc. This is to ensure compliance with workplace compliance legislation intended to provide worker safety and productivity.

Non-Compete / Confidential Information:

- To ensure the safe-keeping of our trade-secrets and confidential information, Born's Landscape & Lawn Care team members are strictly prohibited from seeking secondary employment with any organization that competes either directly or indirectly with Born's Landscape & Lawn Care, or that conducts business that is similar to Born's Landscape & Lawn Care. This is in keeping with the Born's Landscape & Lawn Care Non-Compete and Confidential Information Policy.
- Born's Landscape & Lawn Care team members may be required to sign a Confidentiality and Non-Compete agreement prior to, or during their employment with Born's Landscape & Lawn Care.

Secondary Employment with Clients and/or Vendors

- Permission to hold any outside employment or business interests with any organization that conducts business with Born's Landscape & Lawn Care, its suppliers, or dealers must be secured in writing from Born's Landscape & Lawn Care. Failure to secure advance permission may result in disciplinary action, up to and including termination of employment at Born's Landscape & Lawn Care.
- A Born's Landscape & Lawn Care team member that secures secondary employment with a Born's Landscape & Lawn Care client and/or vendor may present a conflict of interest, as Born's Landscape & Lawn Care must be able to maintain a professional relationship with that organization, and any overlapping employment may diminish that ability.

Conflict of Interest in Hiring Practices

Family Members:

- Born's Landscape & Lawn Care shall accept applications from, and consider a relative of a team member's immediate family for employment if the candidate has all the requisite qualifications.
- An immediate family member shall not be considered for employment if by doing so, it might create a direct or indirect managerial/subordinate relationship with the family member, or if his/her employment could create a conflict of interest either real or imagined.
- For the purposes of this policy, immediate family members shall be defined as: Wife, Husband, Mother, Father, Brother, Sister, Son, Daughter, or any In-Laws.

Team member Relationships:

- Team members engaging in romantic relationships and team members that become married or live in the same household may continue their employment with Born's Landscape & Lawn Care provided that there is neither a direct or indirect managerial/subordinate relationship between the team members, or a conflict of interest, real or imagined, created as a result of the relationship.
- In the event that either a managerial/subordinate, or conflict of interest issue arise, Born's Landscape & Lawn Care will work with the team members to accommodate them in a reasonable fashion. Possible resolution may require one of the team members to transfer to another position within the company. If this is not possible, one of the team members must resign.

Conflict of Interest in the Transaction of Business

If any Born's Landscape & Lawn Care team member has reason to believe that a conflict of interest has occurred or is possible, it is their duty to report it to their immediate supervisor. Born's Landscape & Lawn Care policies strictly prohibit any retaliation for fulfilling this obligation.

- Born's Landscape & Lawn Care respects the right of team members to manage their personal affairs and investments. At the same time, team members should avoid situations that present a potential conflict between their personal interests and Born's Landscape & Lawn Care's interests.
- Team members owe Born's Landscape & Lawn Care their loyalty, and should avoid any interest, investment or association that interferes with the independent exercise of sound judgment in Born's Landscape & Lawn Care's best interests.
- Any activity that appears to create a conflict of interest should be avoided.
- Born's Landscape & Lawn Care conducts business without favoritism. Accordingly, team members should not have any direct or indirect interest, or relationship with any organization (including vendors, customers or competitors), where such relationship might affect the objectivity and independence of their judgment or conduct in carrying out their duties and responsibilities.
- Other than in exceptional circumstances where particular arrangements may be authorized, team members should never be in a position to influence the employment conditions (e.g. work assignment, compensation, etc.) or performance assessment of a family member that is a Born's Landscape & Lawn Care team member, contractor or agent.
- Born's Landscape & Lawn Care team members should not take additional employment with outside organizations, or operate their own business if such employment or activity will create an actual or perceived conflict of interest (e.g. employment with a competitor, customer or supplier) with Born's Landscape & Lawn Care, or if such employment involves the use of Born's Landscape & Lawn Care's proprietary information or Born's Landscape & Lawn Care-based property or systems.
- Born's Landscape & Lawn Care expects that team members will not knowingly place themselves in any position that could create a conflict of interest, or the perception of a conflict.
- If any team member believes that they may have a conflict of interest, they must immediately disclose this fact to their immediate supervisor.

Use of Personnel and/or Equipment for Non-Business Purposes

- Born's Landscape & Lawn Care strictly prohibits the use of personnel (including volunteer staff) and/or equipment for non-Born's Landscape & Lawn Care business, as their use may be improper, illegal or create a conflict of interest.
- Where Born's Landscape & Lawn Care resources (including property, equipment and personnel) are used for unapproved purposes, they may create a negative impact on our business, and denigrate the community perception of the organization.

Reporting a Conflict of Interest

Team members

Team members who believe they have witnessed a conflict of interest, or where they reasonably believe that they may be engaged in any activity which could present a conflict of interest. Born's Landscape & Lawn Care must be made aware of all conflicts of interest in order to take the appropriate action. Team members are obligated to report any conflict of interest to their immediate supervisor or manager.

Supervisors & Managers

Supervisors and managers are directed to take all appropriate steps to prevent and stop conflicts of interest in their areas of responsibility. Any supervisor or manager who is subject to, witnesses, or is given written or verbal complaints of conflict of interest shall work to minimize or eliminate the issue at hand. In the event that this is not possible with the available resources, the supervisor / manager is required to report the conflict of interest.

Investigation

- Born's Landscape & Lawn Care seeks to resolve claims of conflicts of interest as expediently as possible. Investigations shall be conducted and the appropriate actions taken no longer than (7) days following the filing of a complaint.
- The team member's direct supervisor or manager shall be responsible for determining and administering the methods and means for addressing complaints.
- Determining the veracity of allegations of a conflict of interest.
- Determining whether or not a reported act is indeed a conflict of interest.
- Resolving the conflict of interest.
- Administering punitive or corrective actions as appropriate.
- Administering punitive actions if allegations were knowingly falsely made.

At the conclusion of an investigation, the investigator shall prepare a written report which shall include a statement of factual findings and a determination of whether this Policy has been violated. The report shall be presented for review to law enforcement officials or legal counsel, as necessary.

In all cases, the Born's Landscape & Lawn Care's Human Resources department shall retain the findings report for a minimum of (3) years or for as long as any administrative or legal action arising out of the complaint is pending.

Assurance Against Retaliation

This Policy encourages team members to report any conflict of interest encountered in their employment at Born's Landscape & Lawn Care. Retaliation against the Complainant is strictly prohibited and will result in appropriate disciplinary action. Retaliation by the Respondent, or anyone acting on behalf of the Respondent, against any witness providing information about a conflict of interest report, is also strictly prohibited. Acts of retaliation include (but are not limited to) interference, coercion, threats, and restraint.

This Conflict of Interest Policy will not be used to bring fraudulent or malicious complaints against team members. Any complaint made in bad faith, if demonstrated as being such through convincing evidence, will result in disciplinary action being taken against the individual lodging the fraudulent or malicious complaint.

Acknowledgement & Agreement

I, _____, acknowledge that I have read and understand the Conflict of Interest Policy of Born's Landscape & Lawn Care. I agree to adhere to this policy and will ensure that team members working under my direction adhere to this policy. I understand that if I violate the rules of this policy, I may face legal, punitive, or corrective action, up to and including termination of employment and/or criminal prosecution.

Name: _____

Signature: _____

Date: _____