



Sample Employee Handbook

This handbook was developed with support from the
National Oilheat Research Alliance.

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1. INTRODUCTION

1.1 Welcome

Welcome to the Company! We hope you will find your employment here to be a rewarding and challenging experience.

It is our pleasure to issue to you a copy of our Employee Handbook. This handbook contains information to help answer your questions regarding our policies and benefits. Please do not hesitate to seek clarification or additional information about any of the policies contained in this handbook by asking your supervisor or by contacting the Human Resources Department.

1.2 Purpose of Handbook

This handbook has been written to provide guidance and to help you get to know more about the Company. It contains brief outlines of the Company's benefits, compensation plan, and rules and regulations for your review. This handbook replaces and supersedes any and all prior handbooks. For more detailed information on any of these subjects, contact the Human Resources manager.

THIS HANDBOOK IS NOT A CONTRACT. THE BENEFITS, POLICIES, AND PROCEDURES OUTLINED IN THIS HANDBOOK ARE SUBJECT TO CHANGE AT ANY TIME, AT THE SOLE DISCRETION OF THE COMPANY.

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2. INTRODUCTION

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2.3 Changes to Handbook Policies

From time to time the Company may unilaterally alter or amend the policies and provisions contained in this handbook, at its sole discretion, as business conditions may require.

2.4 Employment at Will

ALL EMPLOYMENT AT THE COMPANY IS ON AN **AT-WILL** BASIS. This means that either the employee or the Company may end the employment relationship at any time, for any reason, with or without notice. Nothing in this handbook or in any other policy statement shall limit the right of the Company or the employee to terminate the employment relationship at will. Only the Company President has the authority to alter the at-will relationship and only by entering into a contract of employment for a specified period of time set forth in a written document signed by the President. Please understand that no supervisor, manager, or other representative of the Company has the authority to make any promises or commitments regarding your employment contrary to the foregoing.

2.5 Classifications of Employees

2.5.1 Trial and Regular Employees

A trial employee is one who has not completed the initial three-month trial period or any extensions to this period (See Section 2.4). A regular employee is one who has successfully completed the trial period and any extensions to this period.

2.5.2 Full-Time and Part-Time Employees

A full-time employee is one who is regularly scheduled to work 35 hours per week or more. A part-time employee is an employee who is regularly scheduled to work between 20 hours per week and 35 hours per week.

2.5.3 Temporary Employees

A temporary employee is an employee who is hired only for a designated period of time, with no expectation of rehire, or who is assigned to a position intended to be of a temporary duration.

2.5.4 Seasonal Employees

Given the nature of the heating oil business, several positions with the Company are seasonal in nature. Seasonal employees may be full- or part-time.

3. EMPLOYMENT POLICIES

3.1 Equal Employment Opportunity

The Company provides equal employment opportunities by making all employment decisions without regard to race, color, religion, sex, sexual orientation, gender identity, gender expression, marital status, national origin, age, disability, handicap, pregnancy, genetic information, ancestry, or veteran status, or any other status protected by law. This policy covers every aspect of employment, including recruiting, hiring, training, promotion, discipline, and termination. Personnel actions will be analyzed to ensure that this policy is being properly implemented. The Company does not tolerate discrimination. Employees should bring all complaints of discrimination to management's attention immediately.

3.2 Reasonable Accommodation

Consistent with applicable law, the Company will reasonably accommodate qualified individuals with a disability who have made the Company aware of their disability, if such accommodation would allow the individual to perform the essential functions of the job, provided that such accommodation does not constitute an undue hardship to the Company or pose a direct threat to the health or safety of the employee or others. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resources Department. The Company will also, where appropriate, provide reasonable accommodation for an employee's religious beliefs or practices.

3.3 Medical Examinations

After receiving a conditional offer of employment, all applicants are required to undergo a preemployment medical examination conducted by a physician designated by the Company to determine whether they are capable of performing the essential functions of the position, with or without reasonable accommodation. All offers of employment are contingent upon satisfactory completion of this medical examination.

As a condition of continued employment, subject to legal restrictions, employees may also be required to undergo periodic medical examinations as warranted under the circumstances to ensure that the employee remains capable of performing the essential functions of the position, with or without reasonable accommodation.

3.4 Trial Period

The first three months of employment for all new employees is considered a training period or trial period. The first three months of employment in a new position for an existing employee are also considered training months. A supervisor may recommend that a new employee's employment be terminated at any time during the three-month training period if the overall evaluation of the employee and the position warrants such action.

At the end of the three-month training period, the employee's performance will be appraised. At this appraisal, the employee's supervisor will inform the employee that the employee will become a regular employee, that the trial period is being extended, or that employment is being terminated. Satisfactory completion of the trial period does not alter the **at-will** employment relationship.

3.5 Performance Appraisals

The Company strives to complete performance appraisals annually for regular employees around the employee's anniversary date. Additional reviews may be initiated at any time for an employee. The purpose of the performance review includes the following:

1. to evaluate your strengths and weaknesses over a specified period of time and for your supervisor to discuss these issues with you
2. to provide a record of your work performance
3. to help promote ongoing improvement of performance
4. to promote communication between you and your supervisor, providing you with an opportunity to give and receive feedback
5. to provide a basis for reviewing salary and wages

You will be evaluated in terms of quality and quantity of work, dependability in carrying out the tasks assigned, the attitude with which these tasks are undertaken, and several other factors. The result is an overall, composite rating of your performance.

You will be given the opportunity to provide written comments about your own performance and about the evaluation received. You will be asked to sign the performance appraisal stating that you have read the appraisal. The appraisal will be retained in your personnel file. A satisfactory approval does not alter the at-will employment relationship.

3.6 Promotion and Transfer

3.6.1 Promotion

When positions of higher responsibility become available, consideration will be given to current employees, based on their ability, efficiency, conduct, attendance, punctuality, and length of service, among other things.

If promoted, the employee will serve a three-month trial period in the new position. Employees who fail to perform satisfactorily during the trial period may be returned to their former position or another suitable position, or may be terminated.

3.6.2 Transfer

Employees who want to transfer to another department should discuss it with their supervisor. After this discussion with the supervisor, employees should send a written request to the supervisor and the Human Resources Department.

Normally, transfers will not be considered during the employee's first six months of employment with the Company.

3.7 Performance Probation

At the discretion of an employee's supervisor or manager, the Company may place an employee on performance probation at any time. An employee placed on performance probation shall be subject to loss of benefits and privileges as deemed appropriate on an individual basis. Failure to cure the cause of the performance probation may result in termination. Employees, however, can be terminated without first being placed on performance probation.

3.8 Job Posting

The Company believes in promoting employees from within and will endeavor to give employees an opportunity to apply for positions in which they are interested and for which they are qualified. Vacancies are normally posted on designated Company bulletin boards. In addition to meeting the particular job qualifications of the posted position, employees applying for a posted job must be in good standing in terms of their overall work record and must have been in their current position for at least six months. The Company reserves the right to hire the most qualified individual for the vacant position.

3.9 Personnel Files

Personnel records for each employee will be maintained by the Company. The records may include reference checks, your résumé and application paperwork, documents reflecting your compensation and vacation requests, performance appraisals, and any other documents relevant to your employment. Employees may review their personnel files up to a maximum of two times in a calendar year by making a request to the Human Resources Department.

3.10 Changes in Personal Data

Employees must notify the Human Resources Department of any changes in their address or telephone number, any legal change of their name, any change of status regarding their legal right to work, and any changes in their beneficiaries.

4. COMPENSATION

4.1 Salaried and Hourly Employees

Salaried exempt employees will generally receive the same amount of pay each pay period, no matter how many hours they work, for each week in which they perform work. Hourly non-exempt employees will be paid a regular hourly rate per hour worked for the first 40 hours in a workweek and an overtime hourly rate for all hours worked over 40 hours in a workweek in accordance with Section 3.5.1 below.

4.2 Regular Pay Procedures

All employees are paid on a biweekly basis. You may be paid hourly or on a salaried basis, depending on your position. Compensation is commensurate with experience, and other relevant factors, and will be initially determined at the time of hire. Pay increases are not guaranteed. Your compensation will be reviewed periodically and you may receive periodic pay adjustments.

Please review your paycheck for accuracy. If you find a mistake, please report it to your supervisor immediately. Your supervisor will assist you in taking the steps required to correct the error.

4.3 Payroll Deductions

The net amount of your paycheck is not the full amount of wages that the Company pays you. Part of your pay is set aside as deductions, either to meet government requirements or for specific purposes authorized by you.

Keep your check stub or statement as a record of your earnings. In addition to deductions, it shows the amount of your earnings for the pay period, accumulated earnings for the year, and other important information. Please note that, for income tax purposes, the Company will provide you and the Internal Revenue Service with a statement of your yearly earnings and taxes withheld. This statement is known as the “W2 Withholding Statement” and will be issued to you sometime in the month of January.

Under certain conditions, the law permits employers to make deductions from the wages of its employees. The Company will make deductions from the wages of its employees only as permitted by law. Making improper deductions from the wages of employees is strictly prohibited.

Despite the Company’s best efforts to prevent improper deductions, however, it is possible that mistakes may be made. Employees who believe that a deduction has been improperly made from their paycheck should immediately report their complaint or concerns to the Human Resources

Department. Every effort will be made to ensure that complaints are investigated and resolved promptly. If the Company determines that a deduction was taken improperly, the Company will reimburse the affected employee for the improper deduction. All employees may file complaints or raise concerns regarding deductions from wages without fear of reprisal.

The Company is committed to preventing improper deductions. Managers and supervisors who are uncertain about whether a deduction is proper should seek guidance from the Human Resources Department before making or ordering the deduction. Managers and supervisors who knowingly make or authorize improper deductions are subject to disciplinary actions, up to and including termination.

4.3.1 Mandatory Deductions

The Federal Income Tax law requires that an employer withhold income taxes on wages earned. It also requires that taxes be withheld from overtime and other additional payments. Under provisions of the Federal Insurance Contributions Act (FICA), you and the Company contribute on an equal basis to provide for your retirement and for your dependents in the event of your death or disability. Your share of this contribution is handled by payroll deductions. State taxes are also withheld.

4.3.2 Voluntary Deductions

You may also have certain additional deductions taken from your paycheck at your own request (such as charitable contributions, pretax benefits). However, the Company reserves the right to limit the number and type of voluntary deductions an employee may make.

4.4 Garnishment and Attachments

Employees should be aware that a court can order the Company to deduct amounts directly from an employee's pay when that employee has failed to pay personal debts. Any tax levy, court-ordered garnishment (for child support, family support, bankruptcy, or other judgment), or wage assignment must be forwarded immediately to the payroll manager for processing.

4.5 Overtime

There are occasions when the regular work hours are not sufficient to complete the workload. On such occasions, employees may be required to work additional hours. Your supervisor will try to give you reasonable advance notice when the need for overtime arises. Please remember, however, that advance notice may not always be possible.

4.5.1 Hourly and Nonexempt Employees

Compensation for overtime work will be paid to all hourly and nonexempt employees who work over 40 hours in any week. Overtime must be authorized by the employee's manager in advance of the time worked. Overtime compensation is paid at one and one-half times the employee's regular hourly rate of pay. Time cards or time sheets indicating overtime must be initialed by the employee's supervisor. Although overtime will be paid without such prior authorization, employees who work overtime without prior authorization may be disciplined. Overtime will be

calculated on the basis of actual time worked (excluding time paid but not worked such as holidays, vacation, sick time, and other leaves of absence).

4.5.2 Exempt Employees

Exempt employees are not entitled to receive additional compensation for overtime.

5. TIME-OFF BENEFITS

5.1 Illness

Illness is often unavoidable, and the Company does not expect sick employees to come to work to the detriment of their health and the health of their fellow employees. Accordingly, employees accrue one hour of sick leave for every 30 hours worked, up to a maximum of 40 hours per calendar year. Employees begin accruing sick leave on their date of hire. Employees may only use their accrued sick leave after 90 calendar days of employment. No more than 40 hours of sick leave may be used in any calendar year.

The sick leave may be used for the following:

1. to care for the employee's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care
2. to care for the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care
3. to attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse
4. to address the psychological, physical, or legal effects of domestic violence
5. to travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken

Generally, sick leave cannot be taken in less than hourly increments. Whenever an employee is absent due to illness for more than four days, the Company may require a doctor's note or some other form of certification from a health care provider prior to an employee's return to work excusing the employee from work.

Employees may carryover up to 40 hours of accrued, unused sick leave from year to year. However, employees may only use up to 40 hours of accrued, unused sick leave in any calendar year. Sick leave is not considered earned time and will not be paid out to an employee upon termination.

Whenever you anticipate being absent or late due to illness, please be sure to notify your supervisor as far in advance as possible.

5.1.1 Absence for Illness Incentive Program

Employees who do not take any sick time during the calendar year will receive four days' extra pay at the employee's regular rate of pay based on their regularly-scheduled hours per day. An employee who takes only one day (8 hours or the employee's regularly-scheduled number of hours per day) will receive three days' extra pay at the employee's regular rate of pay. An employee who takes only two days (16 hours or two times the employee's regularly-scheduled number of hours per day) will receive two days' extra pay at the employee's regular rate of pay. Those who take more than two sick days (more than 16 hours or more than twice their number of regularly-scheduled hours per day) during the calendar year will receive no additional pay.

5.2 Vacation

The Company grants paid vacation time for two reasons: to provide a period of rest for the employee and to reward for length of service. We encourage you to use your vacation allotment each year. Employees are entitled to vacation pay according to the following schedule:

1. Regular full-time employees who have completed less than two years of continuous service shall accrue two weeks paid vacation per year.
2. Regular full-time employees who have completed between two and five years of continuous service shall accrue three weeks paid vacation per year.
3. After five full years of continuous service, regular full-time employees shall accrue four weeks of paid vacation per year.

Vacation time accrues on a monthly basis. Part-time employees will accrue a pro rata share of the vacation provided for regular full-time employees. Generally, vacation time will not be advanced before it is earned. Except under unusual circumstances, and with the approval of the Company, you may not take more than two consecutive weeks of vacation at any time.

Unused vacation time may be carried over from year to year; however, employees may not accrue more than five weeks of vacation at any time. Once an employee has accrued 5 weeks of vacation time, accrual will cease until some vacation time is used.

If sickness occurs during vacation, it is still counted as vacation time and not paid as sick time.

Requests for vacations must be submitted in writing to your supervisor at least four weeks before the expected vacation. If you wish to be paid for vacation time in advance of vacation, you must make a written request not less than _____ days prior to the date your vacation starts.

Vacation scheduling is subject to staffing requirements and the operational needs of the business. It is done on a first-come, first-scheduled basis, with conflicts settled based on the length of service of the employees involved. During the Company's busy season (October through March), employee vacation use is restricted.

Former employees returning to full-time status after an absence of less than one year may include previous full-time service in determining the number of weeks of vacation to which they are entitled.

Unused accrued vacation time up to the maximum accrual limit (that is, 5 weeks) shall be paid to the employee at the time of the employee's termination or other separation from employment. In no event will more than the maximum accrual limit of unused vacation time be paid out upon separation from employment.

5.3 Holidays

The following holidays are recognized by the Company and are paid when observed during the normal workweek, Monday through Friday. All full-time employees qualify for a full day's holiday pay. Part-time employees will receive pro rata holiday pay.

LEGAL HOLIDAYS

New Year's Day	January 1
Presidents' Day	Third Monday in February
Patriots' Day	Third Monday in April
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Holidays occurring on Sundays will be observed on the following Monday. Holidays occurring on Saturdays will be observed on the preceding Friday. Holidays occurring during an employee's vacation period will not be counted as vacation time. If Christmas Day or New Year's Day occurs during a workweek, the Company usually closes earlier on the previous day.

Holiday pay will normally not be granted for employees who fail to work their full regularly scheduled shift immediately before and immediately after the holiday. However, a preapproved vacation day or other preapproved excused paid absence is considered a day worked for purposes of holiday pay eligibility.

5.4 Personal Days

After completion of the initial trial period, regular full-time employees are entitled to two paid personal days per year. Personal days do not carry over from year to year and will not be paid upon separation from employment. Absent an emergency, you must give your supervisor at least a week's notice before taking a personal day.

5.5 Leaves of Absence

Employees who seek a leave of absence for any reason must submit a written request to their supervisor at least 30 days in advance of the proposed effective date of the leave. In case of emergency, the employee must submit the written request within one or two business days of the date the need for leave becomes known. The request should indicate the reasons for the intended leave and the expected duration. Failure to provide the requested notice may result in denial of the leave.

5.5.1 Military Leave

Employees who serve in the U.S. Armed Forces or Reserves are allowed an unpaid leave of absence consistent with state and federal law (for example, USERRA). All employees, except those with jobs that are for a brief, nonrecurrent period with no reasonable expectation that the job will continue indefinitely or for a significant period are entitled to military leave. There will be no loss of seniority-based benefits during military leave.

An employee requesting military leave must give notice to the employer as far in advance as is reasonable under the circumstances. Upon return from an absence from work for military service for longer than 30 days, the employer may request documents showing the employee's 1) application for reemployment is timely, 2) service in the uniformed services has not exceeded the five-year maximum, and 3) separation from military service was not for a disqualifying reason.

Continuation of coverage under the Company's health care plan during military leave depends on the length of the leave. For leaves of absence less than 31 days in duration, the Company will continue to pay its share of the health care premium contribution, and employees will be responsible for their own share. For leaves of absence greater than 31 days, covered employees may elect to continue health plan coverage at their own expense for a period of up to 24 months.

For more information concerning health care coverage during military leave, and reinstatement rights upon return from leave, please see the Human Resources Department.

5.5.2 Jury Duty

If you are called for jury duty, you must submit the jury notice or subpoena with your request for the leave. Be sure to notify the Company as soon as dates of jury duty are known. If jury duty falls at a time when the Company is particularly busy, the court may allow the jury duty to be rescheduled to a more convenient time.

Generally all employees on leave of absence for jury duty are eligible to receive their regular pay, less the amount received from jury duty, for up to three days of service. For part-time, temporary, and casual employees to be eligible for paid jury duty leave, their schedule or general practice in the three months before jury service must reasonably show that but for jury service, they would have worked on those days. You must submit the record of jury fees received before you receive your regular pay.

Employees are expected to report to work during the hours that their presence is not required as a juror. Jury duty will not affect the employee's attendance record.

5.5.3 Bereavement Leave

Regular full-time employees are entitled to up to three days' paid leave in the case of a death of an immediate family member. Immediate family includes parents, spouse, domestic partner, children, siblings, grandparents, grandchildren, mother-in-law, or father-in-law. Regular full-time employees are entitled to up to one day paid leave in the case of death in the spouse's immediate family. The Company may authorize additional unpaid leave.

5.5.4 Family and Medical Leave

Eligibility for Leave

Employees at a worksite with 50 or more employees within a 75-mile radius may be eligible for leave under the Family and Medical Leave Act (FMLA) if they have been employed by the Company at least 12 months (which need not be consecutive) and have worked at least 1,250 hours during the 12 months prior to the start of the leave of absence. In addition, the leave of absence must be for a purpose authorized under the FMLA.

Reasons for Leave

Under the federal Family and Medical Leave law, eligible employees may take up to 12 weeks of unpaid, job-protected leave (26 weeks in a single 12-month period in the case of Covered Servicemember Leave) in a 12-month period for the following reasons:

- The birth and/or care of the employee's newborn child (leave must be taken within 12 months after the birth of the child)
- The placement of a child with the employee by adoption or for foster care (leave must be taken within 12 months after the placement of the child)
- To care for the employee's spouse, child, or parent who has a serious health condition
- The employee's own serious health condition that renders the employee unable to perform the functions of his/her position
- If the employee is unable to work because of any qualifying exigency arising from the fact that the employee's spouse, child, or parent is under a call or order to covered active duty in a foreign country or international waters (or has been notified of an impending call or order to such covered active duty) in the Armed Forces as a member of a regular component of the Armed Forces, National Guard, or Reserve or as a retired member of the Regular Armed Forces or Reserve (Qualified Exigency Leave). A "qualified exigency" is defined to include (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation (limited to a maximum of 15 days); (7) post-deployment activities; (8) parental care for a parent of the military member; and (9) additional activities where the Company and the employee agree to the leave.

- If the employee is needed to care for a Covered Servicemember (see definition below) with a serious injury or illness (Covered Servicemember Leave). To care for a Covered Servicemember, an eligible employee must be the spouse, son, daughter, parent, or next of kin of a Covered Servicemember.

Serious health condition: For purposes of FMLA leave taken due to the employee's own serious health condition or that of a close family member, a "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days, combined with at least two visits to a health care provider within the first 30 days of incapacity, with the first visit occurring within the first seven days after incapacity, or one visit and a regimen of continuing treatment, or incapacity due to pregnancy or to a chronic condition. Other conditions may meet the definition of continuing treatment. Serious health condition also may include incapacity due to pregnancy or prenatal care, chronic serious health conditions, permanent or long-term incapacity, and certain conditions requiring multiple treatments.

A "Covered Servicemember" is either (1) a current member of the Armed Forces, National Guard, or Reserves who is undergoing medical treatment, recuperation, or therapy, or otherwise in outpatient status or on the temporary disability retired list, for a serious injury or illness incurred in, or aggravated by, service in the line of duty in active duty or (2) a veteran of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness incurred in, or aggravated by, service in the line of duty in active duty and who was discharged or released under conditions other than dishonorable within the five-year period preceding the date the employee first takes military caregiver leave to care for the veteran.

Serious injury or illness: For purposes of Covered Servicemember leave, "serious injury or illness" means (1) in the case of a member of the Armed Forces (including the National Guard or Reserves), an injury or illness that was incurred by the member in the line of duty in active duty in the Armed Forces (or which existed before the beginning of the member's active duty and was aggravated by service in the line of duty) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating and (2) in the case of a veteran, Covered Servicemember, as defined above, a qualifying (as defined by the secretary of labor) injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or which existed before the beginning of the member's active duty and was aggravated by service in the line of duty) and that manifested itself before or after the member became a veteran.

Employee Notice Obligations

If the necessity for the leave is foreseeable, an employee must provide the Company with 30 days' advance written notice of a request for a leave, but in any case, notice is requested as soon as such notice is practicable (that is, within one or two business days of when the need for leave

becomes known to the employee). In addition, the employee must follow the Company's usual procedures for calling in absences. Failure to provide the required notice may result in denial of the leave until the employee gives proper and timely notice.

An employee requesting leave for any reason must submit a written request which sets forth (1) the reasons for the leave, (2) the anticipated start date, and (3) the anticipated duration of the leave. Appropriate documentation may be requested to verify the reasons for the leave. Employees have an obligation to respond to the Company's inquiries, which are designed to determine whether the requested leave qualifies for FMLA. Failure to respond to reasonable Company inquiries regarding the leave may result in the denial of leave or designation that the leave already taken is not authorized as FMLA leave.

Where leave is requested in connection with planned medical treatments, an employee must consult the Company and make a reasonable effort to schedule the treatments so as not to unduly disrupt Company operations. The Company reserves the right to request rescheduling of such treatment in appropriate circumstances.

The Company will inform the employee requesting leave as to eligibility under the FMLA. If eligible, the notice will specify any additional information required, as well as the employee's rights and responsibilities. If the employee is not eligible, the Company will provide a reason for the ineligibility.

Medical Certifications for Serious Health Conditions

Any requested leave based on a serious health condition, whether it involves the employee or a family member, must be supported by appropriate medical certification. An employee requesting leave is required to have the employee's physician or health care provider complete the Company's "Certification of Health Care Provider." The completed certification must be submitted within the time requested by the Company but in no case later than 15 calendar days, unless it is not possible under the circumstances despite the employee's diligent, good-faith efforts.

It is the employee's responsibility to provide the Company with a complete and sufficient certification and to clarify the certification as necessary. Where an employee's certification is incomplete or insufficient, the employee must cure the deficiency within seven calendar days, unless it is not practicable under the circumstances despite the employee's diligent efforts. If the deficiencies are not cured, the Company may deny the requested leave until the employee submits a sufficient certification. Failure to submit a complete and sufficient certification may result in the denial of the requested leave.

Please note that, subject to applicable law, the Company may contact the employee's health care provider for clarification and/or to confirm the authenticity of the medical certification. In all cases of leave for medical reasons, the Company reserves the right to request a second medical opinion, at the Company's expense, and further medical opinion, where appropriate.

If a certification indicates that the minimum duration of the serious health condition is more than 30 days, the Company will wait until that minimum duration expires before requesting recertification. In all cases, the Company may request recertification of a medical condition

every six months in connection with an absence even where the absence is for an indefinite duration. Further, periodic recertification (less than 30 days) may be required for requested extensions of medical leave, where the circumstances described in the prior certification have changed significantly, or if the Company receives information that causes it to doubt the employee's stated reasons for the absence or the continuing validity of the existing medical certification.

Certifications for Leave for Qualifying Exigency

When an employee first requests leave because of a qualifying exigency arising out of the active duty or call to active duty status, the employee must provide the Company with a copy of the military member's orders or other documentation issued by the military that indicates the active duty or call to active duty status. This documentation must also be provided where a request for leave arises out of a different active duty or call to active duty, or the active duty or call to active duty relates to a different family member.

Leave requested because of a qualifying exigency must also be supported by a certification. An employee requesting leave is required to complete the Company's "Certification of Leave for Qualifying Exigency." Failure to submit a complete and sufficient certification may result in the denial of the requested leave.

Certifications for Leave to Care for Covered Servicemember

Leave requested to care for a covered servicemember with a serious injury or illness must also be supported by a certification. An employee requesting such leave is required to have the Company's "Certification of Leave to Care for Covered Servicemember" completed by an authorized health care provider. Authorized health care providers include a Department of Defense (DOD) health provider, a VA health care provider, a DOD TRICARE network provider, or a DOD non-network TRICARE private health care provider. The Company may seek authentication or clarification of the certification. Failure to submit a complete and sufficient certification may result in the denial of the requested leave.

Invitational travel orders (ITOs) or invitational travel authorizations (ITAs) issued to a family member to be at the bedside of an injured or ill servicemember may be submitted to the Company in lieu of the required certification. Please be advised that the Company may seek authentication or clarification of the ITO or ITA.

Length of Leave

Each employee may be granted family and medical leave (with the exception of leave to care for a covered servicemember) for a period up to 12 weeks during any 12-month period. In calculating the 12-month period to be used for determining leave eligibility, a "rolling" 12-month period is used, measuring backward from the date leave is requested.

Spouses working for the Company are limited to 12 weeks of leave in total during any 12-month period where the leave is taken to care for the employee's parent with a serious health condition, for the birth or adoption of the employee's child, or for the placement of a foster child. Where

one spouse is not eligible for family and medical leave, the other spouse is entitled to a full 12 weeks of leave.

Each employee may be granted up to 26 weeks leave in a single 12-month period to care for a covered servicemember. The single twelve-month period begins on the day the employee takes leave and ends 12 months after that date. Failure to take the full 26 weeks of leave in the single 12-month period results in the forfeiture of any remaining leave.

Compensation and Benefits During Leave

Employees on family and medical leave are required to apply any accrued sick leave (if applicable) and any vacation time or personal days toward such leave. Once paid time is used up, FMLA leave is unpaid. Employees who are collecting workers' compensation benefits during periods of family and medical leave are not entitled to use sick time, vacation time, or any other paid time. FMLA leave runs concurrently with any other leave or benefits for which the reason for the leave also qualifies, consistent with the law, such as workers' compensation, parental leave, etc.

An employee on a family or medical leave will be retained on the Company's health plan on the same condition as active employees, except that the employee must make arrangements with Human Resources for timely payment of the employee's portion of the premium to continue such coverage, and if any premium payment is more than 30 days late, coverage will be lost during the period of the leave. In circumstances where an employee is on paid leave, the appropriate deductions will be made in the same manner as the employee's regular paycheck. Arrangements also may be made with Human Resources for the continuation of certain other benefits during the period of leave; however, an employee who fraudulently obtains family and medical leave from the Company is not entitled to the maintenance of health benefits under this policy.

The employee will not be entitled to the accrual of seniority or earn additional employee benefits (for example, vacation or sick leave) during the period of the leave. Any family or medical leave, however, will be treated as continued service for purposes of the Company's pension and other retirement plans.

During periods of leave, employees are required to report to the Company periodically regarding their status and intention to return to work. In the event that an employee fails to return from leave, consistent with the terms of this policy, the employee will be liable for the employer's share of the insurance premiums unless (1) the employee's failure to return to work stems from the continuation, recurrence, or onset of a serious health condition of the employee or a family member or (2) the failure to return stems from circumstances beyond the control of the employee.

Return from Leave

Employees (except for certain highly compensated employees) returning from leave will be reinstated to the same or an equivalent position upon their proposed return to work date; however, employees will not be entitled to any employment rights or benefits greater than those they would have had in the absence of taking such a leave. In dealing with leaves involving a serious health condition of an employee, medical certification will be required verifying an

employee's ability to return to work. An employee who fraudulently obtains family and medical leave from the Company is not entitled to reinstatement rights under this policy.

During periods of leave, employees are required to report to the Company periodically regarding their status and intention to return to work. An employee who gives the Company unequivocal notice of intent not to return to work will be considered to have voluntarily resigned and the Company's obligation to maintain health benefits (subject to benefit continuation requirements under COBRA and/or applicable state law) and to restore the employee to their position will cease.

In the case of medical leaves involving a serious health condition of an employee, medical certification will be required verifying an employee's ability to return to work. A physical examination may be required.

An employee who fails to return upon the expiration of FMLA leave or who is not able to return may be subject to termination of employment. However, reasonable accommodations may be available to extend job modifications or adjustments.

Reduced Work Schedule/Intermittent Leave

In limited circumstances, an employee who is eligible for family or medical leave may be permitted to work a reduced schedule or receive periodic time off from work for the birth or adoption or placement of a child. If the Company agrees to such a reduced work schedule or intermittent leave, the Company may require that the employee transfer temporarily to another position that better accommodates the reduced schedule or intermittent leave.

In cases of leave for a serious health condition of the employee or a family member, or to care for a servicemember with a serious injury or illness, such intermittent leave or reduced work schedule will be permitted in circumstances when it is medically necessary; however, appropriate medical certification will be required. Where intermittent leave is requested in connection with planned medical treatments, an employee is required to make reasonable effort to schedule the treatments so as not to unduly disrupt Company operations, and the Company reserves the right to request rescheduling of such treatment in appropriate circumstances. Further, where a reduced work schedule or intermittent leave is foreseeable based on planned medical treatments, the Company reserves the right to temporarily transfer the employee to a position that better accommodates the employee's recurring periods of leave.

Leave due to a qualifying exigency may be taken intermittently or in the form of a reduced schedule.

Any time off permitted based on a reduced work schedule or intermittent leave will be treated in the same manner as absences under the family and medical leave policy, and such absences will be applied against the total leave allotment permitted under such policy.

Additional FMLA Information

It is the policy of the Company not to discharge or discriminate against employees for exercising their rights under the federal Family and Medical Leave Act or interfere with such rights.

Any changes to the federal Family and Medical Leave Act shall be considered to be incorporated herein, and any conflict between this policy and the law shall be resolved in favor of the law.

5.5.5 Parental Leave

Employees may be eligible for eight weeks of unpaid parental leave under the Parental Leave Law (PLL). To be eligible, you must have completed the Company's initial trial period, not to exceed three months, and you must provide at least two weeks' written notice of your date of departure and intention to return to work following the leave, or if the delay is for reasons beyond the employee's control, the employee must provide notice as soon as practicable. A parent may only take leave for the purpose of giving birth, caring for a child placed in the employee's home pursuant to a court order, or adopting a child under the age of 18 (under the age of 23 if the child is mentally or physically disabled); the nonbirth parent is also eligible for parental leave; however, if any two employees request leave to care for the same child, the employees shall only be allowed eight weeks of leave in the aggregate.

Employees on parental leave under this policy may, but are not required to, apply unused vacation or sick time towards the leave period. However, no sick time or vacation time will accrue during the leave. Health coverage will continue on the same basis as before the leave.

Upon returning to work at the end of the eight weeks' leave, employees will be restored to their position, or a similar one with the same status and rate of pay, unless economic or business conditions during the leave period would have resulted in a layoff had leave not been taken. Parental leave runs concurrently with any other leave or benefits for which the reason for the leave also qualifies, consistent with the law, such as FMLA leave.

5.5.6 Small Necessities Leave Act Leave

Employees who are eligible for leave under the Company's Family and Medical Leave Policy (see Section 4.5.4) are also eligible for leave under the Massachusetts Small Necessities Leave Act (SNLA). During any 12-month period, eligible employees may take up to 24 hours of leave for the following reasons:

- To participate in school activities directly related to the educational advancement of your child, such as parent-teacher conferences or interviewing for a new school ("school" includes licensed day-care centers)
- To accompany your child to routine medical or dental appointments, such as checkups or vaccinations
- To accompany an elderly relative to routine medical or dental appointments or appointments for professional services related to the elder's care, such as interviewing at nursing or group homes.

Where SNLA leave is foreseeable, you must provide at least seven days' advance written notice to the Company. Where leave is not foreseeable, you must notify the Company as soon as practicable. The notice should confirm the reason for the leave and specify the anticipated

duration of the leave. You must provide a certification (which can serve as notice) for each period of leave taken pursuant to this policy.

The available 24 hours of SNLA leave need not be taken all at once; rather, leave may be taken intermittently, in minimum increments of one hour.

You are required to substitute accrued vacation time and/or sick leave towards SNLA leave. Once paid leave is used up, SNLA leave is generally unpaid; however, for SNLA leaves of less than a full day's duration, salaried exempt employees are still eligible to receive pay for the absence. SNLA does not run concurrently with FMLA.

5.5.7 Domestic Violence Leave

You may take up to 15 days of unpaid leave from work in any 12-month period if you and/or your family member are the victim of abusive behavior; you have exhausted all sick, vacation, and paid leave; you are not the perpetrator of the abusive behavior; and the leave is reasonably necessary in order to do the following:

- Seek or obtain medical attention, counseling, victim services or legal assistance
- Secure housing
- Obtain a protective order from a court
- Appear in court or before a grand jury
- Meet with a district attorney or other law enforcement official
- Attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee

For purposes of this policy, "abuse" means (1) attempting to cause or causing physical harm; (2) placing another in fear of imminent serious physical harm; (3) causing another to engage involuntarily in sexual relations by force, threat, or duress or engaging or threatening to engage in sexual activity with a dependent child; (4) engaging in mental abuse, which includes threats, intimidation, or acts designed to induce terror; (5) depriving another of medical care, housing, food, or other necessities of life; or (6) restraining the liberty of another. "Abusive behavior" means (1) any behavior constituting domestic violence, (2) stalking, (3) sexual assault, and (4) kidnapping. "Family member" includes (1) persons who are married to one another; (2) persons in a substantive dating or engagement relationship and who reside together; (3) persons having a child in common regardless of whether they have ever married or resided together; (4) a parent, step-parent, child, step-child, sibling, grandparent, or grandchild; or (5) persons in a guardianship relationship.

Notice

Except in cases of imminent danger to the health or safety of an employee, an employee seeking leave from work under this policy shall provide appropriate advance notice of the leave to the Company. If there is a threat of imminent danger to the health or safety of an employee or the employee's family member, the employee is not required to provide advanced notice of leave but must notify the employer within three workdays that the leave was taken or is being taken under this section. Notification will be accepted from the employee, a family member of the employee,

or the employee's counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate, or other professional who has assisted the employee in addressing the effects of the abusive behavior on the employee or the employee's family member.

Documentation

Any of the following documents will be accepted as evidence of the need for leave under this policy. Compliance with this policy does not require that employees present any documents that show evidence of an arrest, conviction, or other law enforcement documentation for such abusive behavior. Documentation must be provided within a reasonable period after the Company requests documentation relative to the employee's absence. An employee shall satisfy this documentation requirement by providing any one of the following documents to the Company:

- A protective order, order of equitable relief, or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the employee or employee's family member
- A document under the letterhead of the court, provider, or public agency that the employee attended for the purposes of acquiring assistance as it relates to the abusive behavior against the employee or the employee's family member
- A police report or statement of a victim or witness provided to police, including a police incident report, documenting the abusive behavior complained of by the employee or the employee's family member
- Documentation that the perpetrator of the abusive behavior against the employee or family member of the employee has admitted to sufficient facts to support a finding of guilt of abusive behavior or has been convicted of, or has been adjudicated a juvenile delinquent by reason of, any offense constituting abusive behavior and that is related to the abusive behavior that necessitated the leave under this section
- Medical documentation of treatment as a result of the abusive behavior complained of by the employee or employee's family member
- A sworn statement, signed under the penalties of perjury, provided by a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate, or other professional who has assisted the employee or the employee's family member in addressing the effects of the abusive behavior
- A sworn statement, signed under the penalties of perjury, from the employee attesting that the employee has been the victim of abusive behavior or is the family member of a victim of abusive behavior. Any documentation provided to an employer under this section may be maintained by the employer in the employee's employment record but only for as long as required for the employer to make a determination as to whether the employee is eligible for leave under this section.

If an unscheduled absence occurs that is covered by this policy, the Company will refrain from taking any adverse employment action against the employee if the employee, within 30 days from the unauthorized absence or within 30 days from the last unauthorized absence in the instance of consecutive days of unauthorized absences, provides any of the documentation described in Section 4.5.6. Domestic violence leave runs concurrently with any other leave or benefits for which the reason for the leave also qualifies, consistent with the law, such as FMLA leave.

5.5.8 Other Types of Leave

An employee's request for leave that does not meet the qualifications for leave as set forth above will be considered at the Company's discretion.

5.5.9 Educational Leave

Regular full-time employees may be granted a leave of absence, without pay, for a period not to exceed ___ successive months for professional improvement. Granting of educational leave shall be at the discretion of the Company.

5.5.10 Work During Leave

Employees who are out on leave are not permitted to engage in self-employment or work for other persons or companies without written permission from the Company.

6. INSURANCE BENEFITS

The Company offers a variety of employee benefit programs. This section of the handbook highlights some of the features of these benefits programs. Our group health and life insurance, retirement-related programs, and other plans are more fully described in summary plan description booklets that you will receive at the time of benefit eligibility. In addition, complete descriptions of these benefits are contained in the master plan documents, such as the group health insurance contract between the Company and its insurance carrier. The master plan documents contracts are always controlling. If any information contained in this handbook or in the summary plan descriptions is inconsistent with the applicable master document/contract, the master document or contract shall govern in all cases.

The Company reserves the right to amend or terminate any of its benefit programs or to require or increase employee premium contribution rates at its discretion.

For more complete information regarding any of our benefits programs, please contact the Human Resources Department or consult the plan documents.

6.1 Medical Insurance

All full-time regular employees, their spouses, and eligible dependents up to age 26 may participate in the Company's group basic medical insurance plan. Coverage is available after 90 days of employment. If you do not enroll in medical insurance within 30 days of your date of hire, you will not be able to enroll until the next open enrollment period or until you have a

qualified change in status. There will be an open enrollment period each year during which you can change your coverage elections for the following year. You may not change your coverage elections at any time other than during open enrollment unless you have a life changing event, such as marriage, divorce, or birth of a child (a “qualified change in status”).

Benefits under this plan terminate on the last day of your employment with the Company; however, you will be given the opportunity to continue your coverage, at your cost, under the conversion contracts being offered by the plan and under federal and state law, as applicable (for example, COBRA).

For more information about insurance coverage or continuation, consult the applicable health plan documents or speak to a Human Resources representative.

6.2 Dental Insurance

All full-time regular employees, their spouses, and eligible dependents may participate in the Company’s dental insurance plan. Coverage is available after 90 days of employment. As in the case of medical insurance, if you do not enroll in dental insurance within 30 days of hire, you will have to wait until the next open enrollment period or until you have a qualified change in status.

Benefits under this plan terminate on the last day of your employment with the Company; however, you will be given the opportunity to continue your coverage, at your cost, under the conversion contracts being offered by the plan and under federal and state law, as applicable (for example, COBRA).

For more information about insurance coverage or continuation, consult the applicable dental plan documents or speak to a Human Resources representative.

6.3 Health Insurance Continuation (COBRA)

If your Company-provided group health care coverage is terminated for you, your spouse, or your dependents, you may be eligible to continue coverage under the Company’s plan at group rates under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or under state law. COBRA coverage is available when a “qualifying event” would normally result in the loss of eligibility. If you have a qualifying event, such as divorce or a dependent child reaching age 26, it is your responsibility to notify the Company. The details of this coverage are set forth in the plan documents. You should review those documents for further information or speak to a Human Resources representative.

6.4 Health Insurance Portability and Accountability Act

The Health Insurance Portability and Accountability Act (HIPAA) is a federal law that places certain requirements on group health plans relating to portability and access to health coverage and privacy of your protected health information. If you receive employer-provided health care coverage, your health plan documents detail these requirements. You should review those documents or contact Human Resources for further information.

6.5 Flexible Spending Accounts

Eligible employees may elect to contribute up to the contribution limit set by the IRS in the relevant year to a flexible spending account to pay eligible dependent care expenses on a pretax basis. Eligible expenses can be day care for a child, before/after school care for a child, or care for an elderly parent.

Please note that any amounts you elect to contribute to one of these flexible spending accounts that are not spent during the year for eligible expenses cannot be refunded to you. Also, you cannot transfer funds between these accounts. Therefore, you should carefully consider how much to contribute for anticipated expenses for the year.

For more information, consult the flexible spending account Summary Plan Description or speak to a Human Resources representative.

6.6 Life Insurance

A life insurance policy is paid for in full by the Company for all regular full-time employees. Under the current plan, you are covered by a life insurance benefit equal to your annual base salary.

Coverage under this program is available for employees only; dependent coverage is not available. Coverage for eligible employees is effective on the first date of active employment. Insurance coverage expires on the date of employment termination, although employees have the option of continuing the policy if they notify the insurance company within 30 days and if they pay premiums as directed. For more information, consult the applicable plan documents or see a Human Resources representative.

6.7 Workers' Compensation

Pursuant to Massachusetts law, employees are covered by a workers' compensation insurance policy carried by the Company. Should you become unable to work and suffer a loss of wages due to a work-related injury, you may be eligible to collect workers' compensation benefits. Employees injured at work must report the injury to their supervisor or department head immediately. For more information, please see a Human Resources representative.

6.8 Disability Insurance

All regular, full-time employees are covered under our short-term and long-term disability plans.

Generally, our short term disability plan provides coverage for nonwork-related injuries or illnesses (that is, a covered "disability" as per the definition contained in the plan documents) and provides benefits for up to a maximum of 26 weeks, with benefits totaling 60 percent of your monthly earnings. Long-term disability applies after 180 days of total disability (as per the definition of "disability" contained in the plan documents) and provides 60 percent of your monthly earnings, to be paid to you for the duration of your disability or until you reach the age of 65. For more information, consult the applicable plan documents or see a Human Resources representative.

6.9 401(k) Plan

All full-time regular employees are eligible to participate in the Company's 401(k) Plan. Participation is voluntary. An employer matching contribution is provided to employees who elect to contribute to the 401(k) Plan. For more information, consult the 401(k) Plan Summary Description or speak to a Human Resources representative.

7. ANTIHARASSMENT POLICY AND COMPLAINT PROCEDURE

7.1 Introduction

The Company's goal is to promote a workplace free of harassment based on race, color, religion, sex, sexual orientation, gender identity, gender expression, marital status, national origin, age, disability, handicap, pregnancy, genetic information, ancestry, or veteran status, or any other status protected by law. Harassment of employees in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated. Further, any retaliation against an individual who has complained about harassment or retaliation against an individual who has cooperated with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from harassment, the conduct described in this policy will not be tolerated, and we have provided a procedure by which inappropriate conduct will be dealt with if encountered by employees.

Because the Company takes allegations of harassment seriously, we will respond promptly to complaints of harassment and, where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that, while this policy sets forth our goals of promoting a workplace that is free of harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual or other harassment. Also, please note that this policy is applicable to customers, vendors, suppliers, business partners, independent contractors, and all parties with whom the Company interacts.

7.2 Definition of Sexual Harassment

In Massachusetts, the legal definition for sexual harassment is this:

“sexual harassment” means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or*

(b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits, such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and, in addition to the above examples, other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment, depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances, whether or not they involve physical touching
- Sexual epithets, jokes, and written or oral references to sexual conduct regarding one's sex life
- Comments about an individual's body, sexual activity, deficiencies, or prowess
- Displaying sexually suggestive objects, pictures, or cartoons
- Unwelcome leering, whistling, brushing against the body, sexual gestures, and suggestive or insulting comments
- Inquiries into an individual's sexual experiences
- Discussion of one's sexual activities
- Dissemination in the workplace of sexually explicit voice mail, e-mail, graphics, downloaded material, or websites

7.3 Other Harassment

Federal and/or state law also prohibit other types of harassment, such as harassment based on an employees' race, color, religion, sex, sexual orientation, gender identity, gender expression, marital status, national origin, age, disability, handicap, pregnancy, genetic information, ancestry, or veteran status, or any other status protected by law. Further, the Company will not tolerate harassment of any kind.

The Company will address any complaints of harassment on this basis in the same manner as sexual harassment, and employees should follow the policy and procedure outlined below if they believe that they have been or are being harassed.

Employees must report situations involving any of these forms of harassment through the complaint and investigation procedure set forth below regardless of whether the alleged harasser is an employee, manager, customer, vendor, or any other party related to the Company.

7.4 Retaliation

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization. If you think that you or someone else is being retaliated against, you must report it immediately.

7.5 Complaints of Harassment

Employees who believe that they have been subjected to harassment have the right to file a complaint with our organization. This may be done in writing or orally. If you would like to file a complaint, you may do so by contacting either of the following individuals within the Company:

Name/Title: _____

Address: _____

Phone #: _____

Name/Title: _____

Address: _____

Phone #: _____

These persons are also available to discuss any concerns you may have and to provide information about our policy on harassment and our complaint process.

7.6 Harassment Investigation

When we receive a complaint, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances and consistent with the law. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed the harassment. When we have completed our investigation, we will, to the extent appropriate, provide the results of that investigation to the person filing the complaint and the person alleged to have committed the harassment.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate, we will also impose disciplinary action.

7.7 Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

7.8 State and Federal Remedies

In addition to the above, if you believe you have been subjected to unlawful harassment, you may file a formal complaint with either or both of the government agencies listed below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC = 300 days; MCAD = 300 days).

1. The United States Equal Employment Opportunity Commission (“EEOC”)

John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
Phone: 1-800-669-4000
Fax: (617) 565-3196
TTY: 1-800-669-6820

2. The Massachusetts Commission Against Discrimination (“MCAD”)

Boston Office

One Ashburton Place, Room 601
Boston, MA 02108
Phone: (617) 994-6000
TTY: (617) 994-6196

Springfield Office

424 Dwight Street, Room 220
Springfield, MA 01103
Phone: (413) 739-2145

Worcester Office

Worcester City Hall
455 Main Street, Room 100
Worcester, MA 01608
Phone: (508) 799-8010
Fax: (508) 799-8490

8. EMPLOYEE CONDUCT

8.1 Rules of Conduct and Discipline

Whenever people work together, some rules of conduct are helpful to facilitate cooperation among co-workers. The Company wishes to define these rules as clearly as possible to ensure maximum understanding and cooperation. We ask the cooperation of all members of the Company to observe these rules. The following is a **nonexhaustive** list of examples of prohibited conduct that may result in disciplinary action. Nothing in this policy alters the at-will nature of employment:

- Unexcused absences or tardiness
- Failing to inform a supervisor promptly by telephone or other means when unable to report to work
- Causing deliberate or careless damage to, or excessive loss of, Company property or equipment
- Disregarding instructions of, or insubordination to, a supervisor or other proper authority
- Performing duties inefficiently or carelessly, including failing to maintain proper standards of workmanship or productivity
- Exhibiting horseplay on Company premises or customer premises
- Possessing, drinking, or being under the influence of alcohol or illegal drugs on Company or customer property. See the Drugs and Alcohol Policy.
- Falsifying employment applications or other Company records
- Failing to observe safety rules and regulations or environmental rules and regulations
- Failure to return to work upon expiration of an authorized leave or vacation absent a reasonable accommodation allowing for a leave extension
- Misrepresenting the reasons for a leave of absence or for other time off from work
- Excessive personal use of the Company telephone or other business equipment
- Stealing from fellow employees or from the Company
- Falsifying or altering time cards
- Failing to observe department work schedules, including lunch and break periods
- Leaving the department or workstation during working hours without permission
- Misusing or abusing sick leave
- Engaging in any illegal activity, whether on or off Company premises
- Possessing firearms or any dangerous weapon
- Gambling or playing the lottery or another game of chance on Company property at any time
- Harassing or intimidating employees or customers, fighting, or using violent, harassing, or discriminatory language

- Violating any policy enumerated in this employment handbook or any other policy addressing appropriate employee conduct observed in the workplace.

8.2 Antiviolence Policy

Nothing is more important to the Company than the safety and security of our employees, customers, and visitors. In addition, the Company is sensitive to issues of domestic violence and the potential danger it poses to our employees and our workplace. Threats, threatening behavior, or acts of violence against employees, customers, or visitors of the Company will not be tolerated.

No employee shall be permitted to bring any guns, knives, weapons, or other items that could be used as weapons onto Company premises. Employees may, in some very limited circumstances, be permitted to bring pepper spray, mace, or other nonlethal personal protective devices onto Company premises, provided that they have the proper legal authorization (F.I.D. Card) and that they have obtained advance written approval from a member of management. The Company reserves the right to prohibit employees from carrying any items that management, in its sole discretion, deems to be dangerous or potentially dangerous.

This is a “zero tolerance” policy. Violations will lead to disciplinary action, up to and including immediate termination. In addition, the Company will not hesitate to contact the appropriate law enforcement authorities in the event of any threatening behavior or act of violence against employees, customers, or visitors of the Company and to initiate criminal prosecution, if appropriate under the circumstances.

If you become aware, either directly or indirectly, of any violence or threats of violence, please notify your human resources representative immediately. In addition, the Company requests that employees who currently hold or seek to obtain temporary or permanent restraining orders against others who have threatened or committed violent acts against them inform the Human Resources Department to apprise the Company of any potential threats to your security or the security of others within our workplace. Human Resources understands the sensitivity of this type of information and will make every effort to protect the confidentiality and privacy of the person(s) involved under the circumstances and consistent with the law.

8.3 Drugs and Alcohol

It is the Company’s desire to provide a drug-free, healthy and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on the Company’s premises and while conducting business-related activities off the Company’s premises, no employee may use, possess, distribute, sell or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger the employee or other individuals in the workplace. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment. Such violations may also have legal consequences.

Employees with drug or alcohol problems may request approval to take unpaid time off to participate in a rehabilitation or treatment program. Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or the President without fear of reprisal.

Also, please note that drivers of commercial motor vehicles are subject to strict Department of Transportation (DOT) regulations regarding the use of controlled substances at work and mandatory drug and alcohol testing.

8.4 Smoking

Recognizing that smoking in the workplace may adversely affect employees, all Company work areas are smoke-free. Employees who smoke may do so in the designated outdoor areas during their breaks or lunch period, but these breaks may not be broken into segments for the purpose of smoking. Smokers are expected to not abuse break rules. They are also expected to observe common courtesy and maintain designated outdoor smoking areas as litter-free. Employees are expected to coordinate time away from their work areas to ensure that all telephones are covered during their periods of absence.

8.5 Employment of Relatives

The Company permits the employment of qualified relatives of employees as long as such employment does not, in the opinion of the Company, create actual or perceived conflicts of interest, disruptions in the workplace, or other performance problems. For purposes of this policy, “relative” is defined as a spouse, significant other, child, parent, sibling, grandparent, aunt, uncle, corresponding in-law, or “step” relation. The Company will exercise sound business judgment in placing related employees in accordance with the following guidelines:

- Individuals who are related, as defined above, are permitted to work in the same facility, provided no direct reporting or supervisory/management relationship exists. No employee is permitted to work within the “chain of command” for a relative if one relative’s work responsibilities, salary, or career progress could be influenced by the other relative.
- No relatives are permitted to work in the same department or in any other positions in which the Company believes an inherent conflict of interest, disruption in the workplace, or other performance problem may arise.

Employees who become related while employed are treated in accordance with these guidelines. If, in the opinion of the Company, a conflict, disruption or other performance problem arises as a result of the relationship, one of the employees may be transferred and/or disciplinary action may be imposed.

8.6 Attendance and Hours of Work

The Company’s successful operation depends in large part upon the regular and punctual attendance of each of its employees. Accordingly, excessive absences and tardiness are

unacceptable. Excessive absences or tardiness, even if unavoidable, will result in disciplinary action, up to and including termination.

8.6.1 Hours of Work

The regular workweek is Monday through Friday. Given the nature of the heating oil business, actual hours of operation will vary depending on the season and on the needs of the business. In the winter, for example, work may begin as early as 6:00 a.m., and there may be rotating evening shifts. There may also be on-call time for drivers and service personnel. In contrast, in the summer, these extra shifts will not typically be required, and the business may not open until 8:30 a.m. Your supervisor will inform you of your actual schedule and hours of work. When schedules change, your supervisor will try to give you as much advance notice as possible.

8.6.2 Reporting an Absence or Late Arrival to Work

If you find that you will be absent from work, you must notify your supervisor as directed but no later than 30 minutes before your scheduled starting work time, unless there are extenuating circumstances that make such notice impossible. Please let your supervisor know when you think you will be able to return to work. If you know in advance that you will be absent on a specific day, please give your supervisor as much advance notice as possible. Failure to properly notify your supervisor may result in forfeiture of pay for the absence, if pay is warranted, and/or other disciplinary action. If you fail to notify your supervisor for two consecutive days of unexplained absences, you will be deemed to have abandoned your position and to have voluntarily resigned.

You should also provide your supervisor with as much advance notice as possible if you anticipate being more than 15 minutes late to work. Failure to provide such advance notice may result in disciplinary action.

8.6.3 Snow/Weather Emergency Days

During inclement weather when the Company is open for business, all employees are expected to be at work on time or as soon thereafter as possible. Employees who are unable to come to work must notify their supervisor and take the day as a vacation or personal day. Regardless of whether the Company is open, it is the responsibility of each employee to ensure it is safe for him/her to travel to work.

8.6.4 Time Records

State and federal law require the Company to have accurate records reflecting the hours worked by non-exempt employees, including overtime hours where applicable. Accordingly, it is important for non-exempt employees to keep an accurate record of their time. A time card or time sheet will be provided to you each week. These are to be completed with your actual starting and stopping times and should reflect any time taken for lunch or dinner (both out and in). Please ensure that your time card is completed fully and accurately. At the end of the workweek, the card or sheet should be signed and submitted to your supervisor or other designated manager.

Failure by non-exempt employees to fill out and turn in time cards or time sheets could delay your pay. Repeated failure to fill out your time card or time sheets properly could result in disciplinary action. Intentional falsification of a time record will result in discharge.

8.6.5 Meal Break

An employee working over a six-hour shift are entitled to a 30- minute uninterrupted meal period during which time he/she may leave the workplace and engage in his/her own pursuits. Meal breaks are unpaid. Employees may not skip their meal break or perform any work during their meal break, unless they have completed the appropriate paperwork to voluntarily waive their meal break. Breaks will be scheduled consistent with business necessity.

8.7 Lactation Policy

In recognition of the well-documented health advantages of breastfeeding for infants and mothers, and in compliance with applicable law, the Company provides a supportive environment to enable nursing mothers to express and store breast milk during work hours.

8.7.1 Break Time for Lactation Purposes

For up to one year from the date of the nursing child's birth, employees who are nursing mothers can take reasonable break periods—including their meal and paid break times—during the workday to express breast milk. Employees who are nursing mothers should discuss their need for extra lactation break periods with their supervisors. Extra lactation break periods are unpaid.

8.7.2 Lactation Room

For the convenience and privacy of nursing mothers, a lactation room is located at [building/floor location]. The door to the lactation room has functioning locks. Employees who use the lactation room must be considerate of others by washing and storing equipment after use and reporting any maintenance problems. To ensure privacy, nursing mothers can reserve the lactation room at a convenient break time by [using sign-up sheet/reserving with HR]

8.7.3 Lactation Equipment

All nursing mothers must provide and use their own breast pumps and milk bottles. To avoid confusion, employees should clearly label bottles containing expressed milk with their full name. Each employee is responsible for the proper storage of her milk.

8.8 Use of Company Property

Employees are expected to exercise care in the use of Company property. Negligence in the care and use of Company property and unauthorized removal, loss, or personal use of Company property may result in discipline, up to and including termination. Company property issued to an employee, including, but not limited to, vehicles, tools, merchandise stock, manuals, and proprietary information, must be returned when the employee is terminated, whether voluntarily or involuntarily. An employee who does not return Company property upon termination must reimburse the Company for the value of the property not returned.

No employee may remove Company property from the premises without written approval from the supervisor or department head responsible for the property in question. The kind of property subject to this policy includes, but is not limited to, the following:

- Materials, equipment, and tools
- Personal property owned by the Company or other employees
- Confidential literature such as technical, sales, and quality-control documents
- Computer disks, tapes, and other storage media
- Information identified as proprietary or designated as a trade secret

Employees who remove or attempt to remove Company property without proper approval may receive discipline, up to and including discharge.

8.9 Workplace Searches

Company supervisors have the authority to request that any employee open for inspection any package, container, or other property brought on, or taken from, Company premises. The term “Company premises” includes Company offices, all work areas, desks, lockers, rest areas and lounges, parking lots, driveways, and any vehicle, vessel, or aircraft owned or leased by the Company.

In addition, the Company may conduct searches of Company property, including lockers, desks, and Company-issued employee vehicles parked on Company premises, at any time. Employees found in possession of Company property without authorization will be subject to discipline, up to and including discharge.

Any contraband items and/or illegal substances found during a Company search pursuant to this policy will be turned over to law enforcement authorities. Employees found in possession of such items will be subject to discipline, up to and including discharge. Any employee who refuses to comply with a search or investigation performed pursuant to this policy will be subject to discipline, up to and including discharge.

8.10 Communication

8.10.1 Bulletin Boards

The bulletin boards may be used by the Company to communicate information to employees. The official bulletin boards are located throughout the premises at convenient places. No material may be posted on the bulletin boards by employees.

8.10.2 Personal Phone Calls

It is extremely important that the Company’s customers and staff have access to Company personnel at all times. Personal use of Company telephones should be limited to absolutely

necessary calls. Personal toll calls from Company phones may be made only with the supervisor's permission. Personal cell phones should not be used during working time. "Working time" means the time spent in the performance of actual job duties and does not include meal periods, breaks, or time before/after work or the shift.

8.10.3 Personal Mail

The Company's mail is stamped by a postage meter. Use of this meter for personal mail is not permitted.

8.10.4 Personal Data Protection Policy

We may collect certain personal information, including Social Security numbers, in the course of the Company's operations. We take reasonable steps to protect the confidentiality of the personal information that we collect.

We protect the confidentiality of the personal information we collect in the course of business by maintaining what we believe to be reasonable physical, electronic, and procedural safeguards to protect the confidentiality of employees, which includes the following steps:

- Limiting access to the Social Security numbers, driver's license or state-issued identification numbers, or financial account numbers we collect to appropriate persons
- Prohibiting unlawful disclosure of the personal information we collect
- Reviewing these safeguards on a regular basis

8.10.5 Confidential Information

The Company maintains data and information that is confidential and proprietary. The protection of this information, which has not been made available to the public by the Company, is vital to the interests and success of the Company. This information includes items such as customer information and lists including the names and addresses of customers, financial information such as financial statements and similar reports; product and service costs, prices, profits and sales; new business ideas; business strategies; marketing plans and studies; forecasts; databases (and the documentation and information contained therein); computer access codes and similar information; know-how; business relationships; contract termination and renewal dates; personal identifying information such as Social Security numbers, dates of birth, financial account numbers, and similar information; competitive analyses; and other proprietary or trade secret information ("Confidential Information").

Employees must take all reasonable steps to maintain the Confidential Information and shall not at any time, either during or after employment with the Company, directly or indirectly use or disclose any of the Confidential Information, except as may be necessary in the ordinary course of performing his/her duties as an employee of the Company or as required by law.

Employees are not permitted to speak to the media on behalf of the Company unless authorized to do so.

8.10.6 Computer Systems, Electronic Mail, Internet Access, and Voice Mail

Computer, electronic mail, Internet access, voice mail, text messaging, and other electronic data exchange and messaging systems provided for your use by the Company are generally intended for business purposes. Personal use should be kept to a minimum. Excessive personal use will result in disciplinary action. Employees may use Company-provided email for personal reasons during non-working time.

Under no circumstances shall any Company property be used to harass, discriminate, or threaten others, including, but not limited to, accessing or distributing materials that are sexually explicit or similarly inappropriate. Furthermore, Company property shall not be used for any unlawful purpose.

The Company reserves the right to monitor or review any information stored or transmitted on its equipment and systems, including, but not limited to, its computers, laptops, PDAs, cell phones, smart phones, data or voice-centric devices, and multimedia and/or Internet-enabled devices. These systems should not be considered private or completely secure, so please use discretion when sending and storing highly sensitive or Confidential Information. Accordingly, the Company regularly will monitor, copy, and access, and has the right to disclose at any time without employee consent (subject to applicable law), any employee's activities while using its equipment, services, and facilities. This includes printed materials, Internet-based e-mails, instant messaging, social media, and any other Internet-based communications that employees may otherwise believe are personal or believe that they have deleted. Reasons to monitor electronic communications include, but are not limited to, assuring productivity during the work day; complying with applicable law and responding to regulatory or other requests related to the Company's business; assuring compliance with the Company's policies or procedures; investigating conduct that may adversely affect the Company or its employees; preventing or detecting crime; investigating unauthorized use; or securing the effective operation of the system.

Monitoring electronic communications is continuous. Consequently, employees should have no expectation of personal privacy when using equipment, services, and facilities provided by the Company, including creating or receiving e-mails involving the Company's business or using the Company's systems. Employees should presume that all communications will be reviewed by the Company.

Use good judgment at all times. Employees will be subject to disciplinary action, up to and including termination of employment, for engaging in any activities prohibited by the following policies.

Any security passwords used by employees must be kept confidential. Employees should be aware that the Company has access to any such passwords and will monitor communications, devices, and systems regardless of whether they are password-protected. Employees must lock their computer when away from their desk to prevent unauthorized access through their terminal.

Prohibited Downloading, Viewing, Printing, Storing, or Communicating via Company Technology

Employees may not use the Company's equipment, services, or facilities (including e-mail) for downloading, viewing, printing, storing, or communicating the following:

- Images, video, text, sound recordings, or software where the copyright is owned by a third party and an employee has reason to believe that the owner of the work would not permit the copying
- Images, video, text, sound recordings, or software that may harm the Company's equipment or systems or that may violate any applicable law or the Company policy
- Images, video, text, sound recordings, or software containing ethnic slurs, racial epithets, hate speech, sexually explicit or provocative material, obscenities, or anything that may be construed as illegally harassing or offensive to others based upon an race, color, religion, sex, sexual orientation, gender identity, gender expression, marital status, national origin, age, disability, handicap, pregnancy, genetic information, ancestry, or veteran status, or any other status protected by law
- Images, video, text, sound recordings, or software that may facilitate any illegal activity such as gambling

Prohibited Uses of Electronic Communications, Equipment, Services, and Facilities

Employees may ***not*** engage in the following:

- Use equipment or e-mail to further the Company's business if that use would violate applicable traffic or safety laws or regulations (for example, traffic restrictions on use of cell phones or texting while driving, etc.)
- Download or otherwise install on the Company's equipment any hardware or software except with the prior approval and assistance of the Company's system administrators
- Use the Company's equipment, services, or facilities to "hack" into, or otherwise gain or attempt to gain, unauthorized access to any other computer system or facility (including any of the Company's own facilities to which employees do not have access)
- Use the Company's equipment, services, or facilities to create or disseminate any computer virus or other destructive or damaging program.
- Create or maintain a website or web page that advertises or offers any employee's or the Company's products or services, unless prior written approval is received from the Company
- Try to circumvent the Company's Internet protocols by attempting to gain unauthorized access to prohibited websites that have been purposely blocked by the Company
- Attempt to gain unauthorized access to, or tamper with, any equipment, services, or facilities of the Company

- Use a password without authorization
- Create, obscure, execute, or retranslate any computer program in a manner intended to obscure the true identity of the sender of an e-mail, including, but not limited to, forgery of messages and/or alteration of system and/or user data used to identify the sender of messages
- Copy, disclose, or change computer programs (software) purchased by the Company
- Use equipment in a manner that causes physical harm to the Company's property or to Company personnel

Using E-mail and the Internet

The Company provides employees access to e-mail and the Internet for their use in performing the essential functions of their job. Access is a privilege and requires employees to act responsibly.

When using electronic mail communications (for example, e-mail, instant messaging, a smartphone, a tablet, etc.) as a tool to do work for, or on behalf of, the Company, employees must adhere to the following standards of conduct:

- Consider whether sending an e-mail is appropriate. Remember, e-mail messages can be easily forwarded to unintended recipients, even inadvertently. E-mail messages should be used only after determining that they are the most appropriate means for transmitting the proposed content.
- Generally, unencrypted e-mails should not be used to transmit Confidential Information. If the Company's encryption technology is available to an employee and the recipient, it should be used. Sometimes, however, due to constraints of time and distance, unencrypted e-mail may be the only practical alternative. In this case, take particular care in addressing confidential e-mail so that identified recipients are the intended recipients, and in each case, confirm that the recipient has a need to know the confidential contents of the e-mail. If a confidential e-mail is inadvertently transmitted to an unintended recipient, immediately notify your manager.
- Compose e-mail messages as another form of written business communication. E-mail is not an informal communications vehicle and should be written with the same degree of care, judgment, and discretion as all other forms of written business communications. E-mail messages should be concise and factual and their content should be limited only to the information that must be transmitted for the e-mail message to fulfill its intended purpose.
- Choose addressees carefully. Make sure that the "To" lists only intended recipients. Use the "CC" function only when all of the recipients should receive all subsequent e-mail messages that may follow from the original message. If an e-mail is sent to addressees inside and outside of the Company, consider sending two separate copies of the message,

one to each group. Finally, remember to keep personal address lists updated so that information is not sent inadvertently to a recipient who no longer has a need to know.

- Review e-mail “threads” before replying to make sure it is appropriate for all addressees to receive the prior messages and any attachments. Delete any messages and attachments that should not be forwarded.
- Use “reply to all” sparingly. Carefully review the listed addressees to avoid directing e-mail messages to inappropriate recipients.
- Review attachments for appropriateness before sending them to ensure they comply with these standards. Do not use e-mail to transmit materials copyrighted by third parties.
- When sending an e-mail that contains or has Confidential Information attached to it, use the word “Confidential” in the subject line.

8.10.7 Social Media

The Company recognizes the importance of social media to its employees; however, use of social media by employees can pose security, business and legal risks to the Company. As used in this policy, “social media” includes, but is not limited to, forums, blogs, and social networking sites, such as Instagram, Twitter, Facebook, Pinterest, Snapchat, LinkedIn, YouTube, and MySpace. Employees are not permitted to use social media during work hours for personal use, which excludes breaks and meal periods.

To minimize these risks, avoid loss of productivity and distraction from an employee’s job performance, and ensure the Company’s equipment and systems are used appropriately, the Company expects its employees to adhere to the following guidelines and rules regarding use of social media, which is not exhaustive:

- Adhere to all Company policies that apply to social media activity, including, but not limited to, policies contained in this handbook including the policy on Confidential Information, and policies related to illegal harassment and electronic monitoring.
- Be aware that any Internet activity and actions on an employee’s part may be associated with the Company.
- Know that racial, sexual, or ethnic slurs and harassment directed to another employee on a social media site are not acceptable and will result in discipline.
- Comply with laws regarding copyrights, trademarks, rights of publicity and other-third party rights.
- Do not allow social media to interfere with duties at work.
- Know that all postings on social media must comply with the Company’s Confidential Information policy. If you are unsure about the confidential nature of information you are considering posting, consult with your manager or supervisor.
- Know that only specifically designated employees are authorized to speak publicly on the Company’s behalf through social media sites, even if the information is otherwise public. Consider using a disclaimer such as, “The views expressed in this

profile/post/video are mine and do not necessarily reflect the views of my employer,” if participating in industry-related online discussions and communications.

- Have no expectation of privacy while using the Internet. Anything shared by an employee on social media has the potential to become public.
- Know that violation of this policy may lead to discipline, up to and including the immediate termination of employment.

External File Sharing and Storage Services

Uploading to external file-sharing and storage services of any the Company’s Confidential Information or any information obtained by the Company pursuant to a confidentiality agreement is strictly prohibited without the prior written authorization of the Company, which may be withheld for any or no reason.

8.10.8 Security and Monitoring of Social Media Websites

As the Company owns and operates its electronic communication systems, it monitors employee use of social media websites (including password-protected websites) over its systems, whether accessed at work or elsewhere through telecommuting, to ensure that electronic communications systems are being used in compliance with this policy as well as federal and state laws.

8.10.9 Visitors in the Workplace

The company is committed to providing the best quality professional services to our customers as possible. Employees are expected to be courteous and diligent to customers at all times. Visits by children, family members, and other guests can distract employees from their professional responsibilities. Consequently, personal visits in the workplace are strongly discouraged. Employees are required to seek prior approval before visitors are permitted to be on Company premises. All visitors are required to sign in and out at reception.

8.11 Uniforms / Dress Code

Drivers and service personnel will be provided with a limited amount of apparel bearing the Company logo. Upon separation from employment, drivers and service personnel are expected to return their uniforms.

For office personnel, the Company does not have a formal dress code; however, all employees should realize that personal appearance and image are important. Employees should therefore dress in clothing that is appropriate for a business atmosphere. If an employee is in doubt about a particular clothing article or outfit, the employee’s supervisor should be consulted before it is worn.

8.12 Solicitation and Distribution

To prevent litter and disruption in the operation of the Company and inconvenience to our customers and their families, the following rules apply to soliciting and distributing literature and fundraising by or to Company employees:

- Individuals not employed by the Company may not solicit or distribute materials on Company premises.
- Employees may not distribute literature or materials for any purpose not directly related to their assigned work on Company property during their working time and the working time of any approached employee. Distribution is not permitted at any time in work areas.
- Employees may not orally solicit other employees for any purpose not directly related to their assigned work on Company premises during their working time or the working time of the employee being solicited.
- Employees may not directly or indirectly sell any item, or post literature or other matters, on Company premises.

As used in these rules, the term “working time” means the time spent in the performance of actual job duties and does not include meal periods, breaks, or time before/after work or the shift.

8.13 Nonfraternization

The Company prohibits supervisors or managers from engaging in any sort of romantic relationship with employees at the Company. Relationships between management personnel and employees raise issues of equity, fairness, and perceived favoritism. Accordingly, such relationships will not be permitted or tolerated. If the Company becomes aware of any such relationship, both parties will be consulted, and if they wish to continue the relationship, one of the two employees will be asked to transfer or leave the Company.

This policy does not address a romantic relationship between two employees where neither is in a supervisory position; however, if, in the opinion of the Company, the appearance of impropriety or a conflict, disruption, or other performance problem arises as a result of such a relationship, one of the involved employees may be transferred and/or disciplinary action may be imposed.

The Company reserves the right to modify this policy as business situations may require.

8.14 Software Licensing

Specific federal regulations govern the licensing and use of computer software. You should be aware of these regulations and follow them in all aspects of your work with computer systems. In general, all software you use, including software you receive from vendors for evaluation or as a gift, should be properly licensed and used only as the vendor intended.

Any employee who knowingly makes, acquires, or uses unauthorized copies of computer software licensed to the Company or who places or uses unauthorized software on company premises or equipment will be subject to disciplinary action, up to and including termination of employment, depending on the seriousness of the offense.

8.15 Gifts and Gratuities

The Company is in business to serve our customers. On occasions, an employee may be offered tips or other gratuities for services performed as part of the job. Whenever gifts or gratuities are offered in appreciation of service, they should be graciously declined..

Employees may not *under any circumstances* accept gifts, payoffs, or kickbacks of any type from customers, potential customers, vendors, suppliers, or contractors. The only exception is with regard to small token/nominal gifts during the end-of-year holiday season. Violation of this rule will subject the employee to immediate disciplinary action, up to and including discharge.

8.16 Office Appearance/Supplies

8.16.1 Office Appearance

We are proud that the Company's office is a neatly organized, modern place to work. To maintain this pleasant and safe environment, employees are asked to contribute to the general appearance of their work area and the general office space by keeping both neat and orderly. At the end of the workday, employees are expected to perform a general "cleanup" of their work areas and the surrounding office space.

In particular, please pay attention to the following:

- Keep desk drawers organized.
- Keep only necessary supplies pertaining to your job at your desk.
- Keep as few files as necessary in your work area at any time and file all files on Friday and before vacations.
- Keep your entire work area dusted regularly. Your work area must appear clean from all angles, *especially from the customers' view!*
- Keep your entire work area cleared of all paperwork, properly storing items when leaving at lunch and at night.
- Keep the copier area neat and the computer area organized.
- When ordered supplies come in, advise your supervisor; check to be sure the order is complete, and store goods in appropriate storage slot.
- Keep the counter free of clutter, that is, manuals, fillers, papers, and food.
- Keep the back hall exit free from clutter.
- Keep food covered and the shelf clean.
- Do not stack files on the floor.

- Do not leave files on the tops of desks or cabinets after closing. Work pulled for the next day should be filed/stored in an empty drawer. This is to avoid possible damage to files should pipes burst or some other event cause damage overnight while the office is closed.

Employees are allowed to drink nonalcoholic beverages at their work stations during office hours. Employees are not allowed to consume meals at their desks; however, because it is important to take a meal break during the day, the Company gives all employees an unpaid, uninterrupted 30-minute lunch break each day.

Employees should place personal belongings in areas that have been designated for such articles, not at work stations. Employees are expected to exercise reasonable care with respect to their personal property. Purses, wallets, or other personal valuables should not be left in plain view.

8.16.2 Office Supplies

It is the responsibility of each employee to notify the person in charge of ordering supplies when the Company is running low on any supply item. Employees should note the item and estimate how much of the supply is on hand and how soon the supply must be stocked. Employees should then hand this information, in writing, to the person in charge of ordering such supplies. No employee should take the last of any supply without taking the necessary steps to reorder.

8.17 Telecommuting/Working from Home

Generally, working from home, or telecommuting, is not permitted. Regular attendance and direct supervision are important aspects of your job.

9. EMPLOYEE GRIEVANCE PROCEDURES

Most grievances can be resolved informally. We urge you to speak directly with your supervisor if you have any problems related to the job or if you simply wish to discuss your work or have a question. Further, managerial doors are always open to you. The Company is committed to working with employees on a one-on-one basis to resolve disputes or grievances promptly and informally.

However, if you feel that a question or problem cannot be, or has not been, resolved informally, you may pursue the matter through the Company's formal problem-solving process. The Grievance Procedure is a formal method to communicate your problems or concerns, allowing you to discuss matters with several levels of management. The specific process is set forth below:

1. If direct communication with your supervisor has not yielded a satisfactory resolution, a grievance may be filed in writing with the department head. Grievances should be presented within 30 calendar days of the occurrence that gave rise to the grievance.
2. The matter will be investigated, including information gathering and the possible interview of personnel involved. The department head may review the matter with a member of the Human Resources Department. You will be notified of the determination.

3. If you are still not satisfied, you may within two weeks request reconsideration by the Company President. Such request must be in writing.
4. If appropriate, additional information will be gathered at this stage and, in any event, you will receive a response to the grievance. The decision of the Company President will be final.
5. No retaliatory action will be taken against an employee for lodging a grievance. However, please note that employees who file grievances falsely, maliciously, or in bad faith may be disciplined, up to and including discharge.

10. TERMINATION OF EMPLOYMENT

All employees of the Company are employed on an at-will basis. Employment at will means that the employee may leave or be terminated at any time, for any reason, with or without cause, and with or without notice.

10.1 Termination by Employee

Employees who consider leaving the Company's employ should discuss the situation with their supervisor and/or the Human Resources Department. With a better understanding of the employees' concerns, it may be possible to make an adjustment that will satisfy them and help them retain the advantages earned by working with the Company. Employees who, after due consideration, still decide to terminate employment should submit a resignation letter to their supervisor and provide sufficient advance notice before their final day of employment.

10.2 Termination by Employer

The Company maintains the right to discharge employees on an at-will basis. Subject to Company discretion, the employee may first be subjected to an evaluation period to give the employee additional time to remedy the problem; however, depending on the circumstances, prior discipline may not precede termination.

10.3 Exit Interviews and Termination Procedures

All employees who leave the Company's employ will be interviewed by Human Resources prior to final separation and are expected to complete necessary termination forms and paperwork.

10.4 Severance Pay

Employees who are terminated for nondisciplinary reasons by the Company shall receive _____ week(s) of severance pay if they worked for the Company for less than one year and sign a release of claims provided by the Company. Employees will receive _____ week of severance pay for each full year of work if they worked for the Company for more than one year and sign a release of claims provided by the Company.

10.5 References

The Company's Human Resources Department handles all requests for information about, or references for, former employees.

As a general rule, only facts concerning dates of employment, title, confirmation of employment duties, or work locations will be given. Additional information about performance will generally be furnished only upon receipt of a signed consent agreement to the release of this information from the former employee.

No one currently working for the Company has the authority to give a reference for a current or former employee. Regardless of the nature of the request, including an inquiry from a business friend, professional acquaintance, or former associate, you must decline comment and refer the request to the Human Resources Department.

10.6 Employee Acknowledgement

I understand that the information in the Company handbook represents guidelines only and that the Company reserves the right to modify this handbook or amend or terminate any policies, procedures, or employee benefit programs, whether or not described in this handbook, at any time or to require and/or increase contributions toward these benefit programs.

I understand that I am an employee at-will, meaning that either I or the Company can end my employment at any time, for any reason, with or without notice. I understand that his handbook is not a contract of employment, express or implied, between me and the Company and that I should not view it as such or as a guarantee of employment for any specific duration. I understand that only the Company President has the authority to alter the at-will relationship and only by entering into a contract of employment for a specified period of time set forth in a written document signed by the President. I further understand that no supervisor, manager, or other representative of the Company has the authority to make any promises or commitments regarding my employment contrary to the foregoing.

I further understand that no manager or representative of the Company, other than the President, has any authority to enter into any agreement guaranteeing employment for any specified period of time. I also understand that any such agreement, if made, shall not be enforceable unless it is in a formal written agreement signed by both me and the President.

Print Name of Employee

Employee's Signature

Date