

EMPLOYEE
POLICY AND PROCEDURE
HANDBOOK

Severino Trucking Co., Inc.

Revised May, 2013

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WELCOME MESSAGE

Welcome to Severino Trucking Co., Inc.

As a member of this Company, you perform a vital role, and we appreciate the special skills and knowledge you bring to this team. To those just joining us, I welcome you to the Company. To those present employees, I want to thank you for your contributions to the Company's growth and success during the last thirty years.

In order to operate and manage its business, the Company makes many decisions on a daily basis. Because its decisions may affect employees, the Company has prepared this Policy and Procedure Handbook as a guideline for employer-employee relations. It was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the Handbook as soon as possible, for it will answer many questions about employment with the Company.

Once again, welcome! I hope that your experience here will be challenging, enjoyable, and rewarding.

INTRODUCTORY STATEMENT

This Handbook is designed to acquaint you with the Company and provide you with information about working conditions, employee benefits and some of the policies affecting your employment. You should read, understand and comply with all provisions of the Handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the Company to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No Handbook can anticipate every circumstance or question about policy. The Company reserves the right to revise, supplement, or rescind any policies or portion of the Handbook from time to time, as the Company deems appropriate, and in the Company's sole and absolute discretion. Our employment-at-will policy permitting employees or the Company to end the employment relationship for any reason at any time is not subject to change, however. Employees will, of course, be notified of such changes to the Handbook as they occur.

EMPLOYEE ACKNOWLEDGEMENT FORM

The Handbook describes important information about the Company, and employees should consult with management regarding any questions not answered in the Handbook. Please read the following statements and sign below to indicate receipt and acknowledgment of the Handbook.

- ◆ Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the Handbook may occur, except to the Company’s policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Company President has the ability to adopt any revisions to the policies in this Handbook.
- ◆ I understand that I have entered into my employment relationship with the Company voluntarily and acknowledge that there is no specified length of employment. Accordingly, either the Company or I can terminate the relationship at will, with or without reason, at any time, so long as there is no violation of applicable federal or state law.
- ◆ Furthermore, I acknowledge that this Handbook is neither a contract of employment nor a legal document. I have received the Handbook, and I understand that it is my responsibility to read and comply with the policies contained in this Handbook and any revisions made to it.
- ◆ I specifically acknowledge that I have reviewed the Anti-Harassment and Sexual Harassment policies in the Company’s Handbook. I understand that, in the event that I believe I have been subjected to discrimination or harassment, including sexual harassment, that I am expected to immediately notify the Office Manager or Company President.
- ◆ I specifically acknowledge that I have reviewed the Workers’ Compensation Insurance policy in this Handbook and understand the reporting requirements for employees and supervisors when work-related injuries or illnesses occur.
- ◆ I understand that my signature below indicates that I have read and understand the above statements.

Employee Name (printed)

Employee Signature

Date

KEEP THIS SECTION FOR YOUR RECORDS

EMPLOYEE ACKNOWLEDGEMENT FORM

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- ◆ I understand that my signature below indicates that I have read and understand the above statements.

Employee Name (printed)

Employee Signature

Date

RETURN THIS SECTION FOR YOUR COMPANY RECORD

I. EMPLOYMENT

A. Employment-at-Will

Employment with the Company is voluntarily entered into, and the employee is free to resign at will at any time, with or without reason. Similarly, the Company may terminate its employment relationship with any employee at will at any time, with or without notice or reason, so long as there is no violation of applicable federal or state law.

Policies set forth in this Handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the Company and any of its employees. The provisions of the Handbook have been developed at the discretion of the Company management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at the Company's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the President of the Company.

B. Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the Company are based on merit, qualifications, and abilities. The Company does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, sexual orientation, marital status, pregnancy, veteran's status, age, mental or physical disability, or any other personal characteristic protected by law. This policy governs all aspects of employment, including selection, job assignment, compensation, advancement, workforce reduction or transfer, leaves of absence, discipline, termination, and access to benefits and training.

The Company will make reasonable accommodations for qualified individuals with known mental or physical disabilities unless doing so would result in an undue hardship.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the Office Manager or Company President. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

C. Immigration Law Compliance

The Company is committed to employing only United States citizens and aliens who are authorized to work in the United States, and it does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the Form if they have not completed one with the Company within the past three (3) years, or if their previous Form is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Office Manager or Company President. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

D. Disability Accommodation

The Company is committed to the principles of the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodation is available to all disabled employees who are otherwise qualified, where their disability affects the performance of job functions, except when providing such accommodation imposes an undue hardship on Company's operation. All employment decisions are based on the merits of the situation. If an individual needs an accommodation, it is his or her responsibility to advise the Office Manager or Company President. The Company may ask for suggestions in defining what special accommodations are needed, and employees must cooperate fully and engage in an interactive process to best identify a reasonable accommodation.

Employees are required to cooperate fully with the Company in the procurement of medical records so that the Company can fully comply with the ADA provisions. Employees are required to supply the Company with any and all records the Company lawfully requests, and execute any medical authorizations or release forms provided by the Company or a medical care provider, consistent with the law.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation as well as equal treatment in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Leave of all types will be available to all employees without regard to their status as disabled.

This policy is neither exhaustive nor exclusive. The Company is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and any other applicable federal and state laws.

II. EMPLOYMENT STATUS & RECORDS

A. Employment Categories

It is the intent of the Company to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the employee and the Company retain the right to terminate the employment relationship at will at any time, with or without notice or reason.

Each employee is designated as either “Nonexempt” or “Exempt” from federal and state wage and hour laws. Nonexempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws and are usually paid on a salary basis. An employee's exempt or nonexempt classification may be changed only upon written notification by the Company's management.

In addition to the above categories, each employee will belong to one other employment category:

Regular full-time employees are those who are regularly scheduled to work the Company's full-time schedule, forty (40) hours per week and who actually work at least thirty-five (35) hours or more per week. Generally, they are eligible for the Company's benefit package, subject to the terms, conditions, and limitations of each benefit program.

Regular part-time employees are those who are regularly scheduled to work less than thirty-five (35) hours and more than twenty (20) hours per week. While part-time employees do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for some of the Company's other benefit programs, absent special arrangements.

Temporary employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change in writing. While temporary employees receive any legally mandated benefits, they are ineligible for all of the Company's other benefit programs.

Seasonal employees are employees hired for specific periods of time, i.e. summer work, and they may work on a full-time or part-time basis. They are ineligible for all of the Company's benefit programs, except those mandated by law.

B. Access to Personnel Files

The Company maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. Personnel files are the property of the Company, and access to the information they contain is restricted. Generally, only management personnel of the Company who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact their supervisor. With reasonable advance notice, employees may review or obtain a copy of their own personnel files in the Company's offices and in the presence of an individual appointed by the Company to maintain the files. Employees are permitted to submit documentation with corrections to their records if they believe something is inaccurate. If an employee who has reviewed his or her personnel file disagrees with any of the information in the file, the Company and the

employee may mutually agree to remove or correct it. If no agreement can be reached, the employee is encouraged to submit a written statement explaining his or her disagreement. Such written statements will be maintained in the employee's personnel file and, if the document which was the source of the disagreement is transmitted to a third party for any reason, the employee's written response will also be sent.

C. Personnel Data Changes

The Company strives to maintain accurate records on all employees. It is the responsibility of each employee to promptly notify his or her supervisor of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, name change, marital status, individuals to be contacted in the event of an emergency, and other such information should be accurate and current at all times. Failure to notify the Company of changes could affect an employee's eligibility for benefits and could impair the Company's ability to contact a friend or family member if an emergency arises.

D. Reference Checks

All requests from third parties, such as other companies, for personnel information or references should be directed to the Office Manager. It is the Company's policy to confirm only position and dates employed in response to a request for a reference on a present or former employee. Any requests for additional information must be in writing and on an organization's letterhead. The Company will only release additional information, including any documents from the personnel file, upon receipt of a signed authorization and waiver from the employee or former employee, which expressly allows the Company to release information beyond merely verifying dates worked and position held.

Under no circumstances are employees authorized to respond to any requests for information regarding another employee unless the Office Manager first gives permission.

E. Employment Applications

The Company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data the applicant or employee presents throughout the hiring process and employment. Accurate information in the employment application is a condition that is required for employment to begin or continue at the Company. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

F. Performance Evaluation

Employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis with their immediate supervisor. Formal performance evaluations may occur upon the written request of an employee, and in the discretion of the Company. The purpose of any formal evaluation is to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Salary reviews are also generally conducted annually. The Company does not offer any guarantees that salaries will increase annually or at any other time. The Company owners approve all salary increases.

III. EMPLOYEE BENEFIT PROGRAMS

A. Employee Benefits Overview

Eligible employees at the Company are provided a wide range of benefits. A number of programs, such as Social Security, workers' compensation and unemployment insurance, cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. The Office Manager can identify the programs for which an employee is eligible. The policies contained in this Handbook are intended to provide only a summary of benefits. A more detailed description of the benefits can be obtained from the actual plan documents, such as a summary plan description, and the terms and conditions of those documents control rather than the summaries contained in this Handbook.

The existence of these benefits does not give rise to a contractual claim for benefits, and the Company expressly reserves the right to add to or rescind any of the existing programs at any time, consistent with state and federal law. The Company may also require or increase employee premium contributions toward any benefits at its discretion.

B. Vacations

The Company provides regular full-time employees paid vacations based upon their length of service with the Company.

Regular full-time employees begin to earn and accrue paid vacation time once employment commences. Vacation time is accrued monthly. It cannot be used, however, until the employee has worked for the Company for twelve (12) consecutive months.

The amount of paid vacation time eligible employees receive each year increases with the length of their employment as shown in the schedule below.

Nonexempt Full-Time Hourly Employees

<u>Years of Service</u>	<u>Earned Rate Per Month</u>	<u>Maximum Accrual Per Year</u>
0-1 year	3.33 hours	40 hours/1 week
After 1 year completed	6.66 hours	80 hours/2 weeks

Exempt Full-Time Salaried Employees

<u>Years of Service</u>	<u>Earned Rate Per Month</u>	<u>Maximum Accrual Per Year</u>
0-1 year	4.17 hours	50 hours/1 week
After 1 year completed	8.34 hours	100 hours/2 weeks

The Company will not advance paid vacation time to any employee, absent special circumstances, which will be evaluated on a case-by-case basis, and at the discretion of the Office Manager or Company President.

Vacation schedules are subject to the approval of the **employee's immediate supervisor**. To take vacation, employees should submit to their supervisor a written request at least 30 days prior to the date being requested. The Company has the right to limit the number of employees who will be on vacation during any period. The Company will do its best to accommodate an employee's vacation request. Requests will be reviewed based on a number of factors, including business needs, staffing requirements and when the request was made. Every effort will be made to accommodate the request. Conflicts will be resolved by the immediate supervisor or the General Superintendent.

Accrued vacation days may be used for sick time and time off for bereavement leave if proper notification is given. Proper notification requires that the office or your immediate supervisor be notified prior to your regular starting time or as far in advance as possible if for any reason you will be absent or late to work.

Should the Company elect to close the Company for any reason, employees will be required to use any accrued vacation time.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

In the event that available paid vacation time is not used by the end of the year, employees may carry over up to 80 hours/2 weeks of unused time forward to the next benefit year. Additionally, employees may be paid for accrued but unused vacation time at the end of the year, upon request. A written request by the employee is required. Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work, so long as proper notice has been given, in the event of resignation as described elsewhere in the Handbook.

C. Holidays

The Company observes the following seven (7) holidays each year:

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

The Company will grant paid holiday time off to regular full-time employees who have successfully completed thirty (30) consecutive days of employment with the Company. Holiday pay is based on the number of hours the employee is regularly scheduled to work, and the holiday must fall on the employee's regular workday. An eligible nonexempt employee must work the day before and after the holiday in order to receive holiday pay, unless the employee's absence is excused in advance by his/her immediate supervisor or the employee is on an approved vacation. Holidays occurring during an employee's vacation period will be credited as holiday pay instead of the accrued vacation time off that would otherwise have applied. Paid time off for holidays will not be counted as hours worked for the purposes of determining whether overtime pay is owed to nonexempt employees.

If an eligible nonexempt employee works on a recognized holiday, he or she will be paid the regular rate of pay for all hours worked plus the holiday pay to which he or she is otherwise entitled. In addition, the employee may arrange to take off another day, without pay, with advance permission of his or her supervisor.

D. Workers' Compensation Insurance

The Company provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers accidental injuries or occupational illness arising out of and in the course of employment. Subject to applicable legal requirements, workers' compensation insurance provides benefit coverage and medical payments.

In the event employees sustain work-related injuries or illnesses, they should inform the Office Manager immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported as promptly as possible. This will enable an eligible employee to qualify for coverage as quickly as possible. All injured employees are required to complete the necessary paperwork and reports, including a first report of injury form, within twenty-four (24) hours of the injury. In addition, the employee's supervisor who has knowledge of the injury or accident is also required to report such injury or accident to the Office Manager. Insurance requirements limit the time for reporting to the insurance Company. If the Company does not promptly report an injury or illness to the insurance Company and to the state, a loss in medical coverage and wages could result. Failure by an employee or supervisor to report the injury or accident may result in disciplinary action, up to and including termination.

If an employee's physician instructs the employee to stay out of work due to a work-related injury or illness, the employee must produce a physician's note stating the reason and the length of time out of work. If the employee requires a light work-duty capacity, the employee must submit documentation from the physician stating any and all restrictions. The Company will provide light work-duty to the extent possible and consistent with its legal obligations. The Company will make every attempt to accommodate workers and facilitate their return to work as soon as possible. Upon a release to full-duty, the employee is required to produce medical documentation to the Company prior to resuming any work. An employee who has been given a release to return to work must present that release to the Office Manager in person at the Company within twenty-four (24) hours of the office visit generating the release to return to work.

The Company recognizes its rights and responsibilities under the New Hampshire Second Injury Fund. Consistent with the law, employees are required to fully and honestly disclose preexisting medical conditions. At the time of hire, or as soon after hire as the information becomes known, the Company will make a written record of known preexisting medical conditions, illnesses or injuries. This record may be in the form of the job application, pre-placement physical examination report, memorandum to the personnel file, interview notes signed and dated by the interviewer, or a record from a rehabilitation counselor or other medical care provider who knows the worker.

Following any workplace accident or injury, the Company will test employees for the presence of drugs and alcohol. The Company reserves the right to take any action it deems appropriate following receipt of the test results, including but not limited to disciplinary action, up to termination of employment.

E. Jury Duty

The Company encourages employees to fulfill their civic responsibilities by serving jury duty when required. Regular full-time employees called upon for jury duty are eligible to receive regular pay during their time of service, not to exceed eight (8) hours per day, for up to three (3) business days. Employees must provide evidence of hours required to spend at the court for each date they are out on jury duty. Also, employees must provide to the Company the stipend or the amount received for jury duty, so that it can be deducted from the employee's regular pay. Regular part-time employees are encouraged to serve on juries, but the Company does not compensate them for time missed from work.

Eligible employees must show the jury duty summons to their supervisor as soon as possible, and at least two (2) weeks before scheduled jury duty, so that arrangements to accommodate their absence may be made. Of course, employees are expected to report for work whenever the court schedule permits.

Either the Company or the employee may request an excuse from jury duty if, in the Company's judgment, the employee's absence would create serious operational difficulties.

F. Witness Duty

The Company encourages employees to appear in court for witness duty when subpoenaed to do so. If employees have been subpoenaed or otherwise requested to testify as witnesses by the Company, they will receive paid time off for the entire period of witness duty. Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than the Company. Employees may, with the Office Manager or Company President's approval, use any available accrued vacation time off to receive pay for the period of this absence.

Employees are directed to provide the subpoena compelling them to appear in court to the Office Manager immediately after receiving it so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

G. Health Insurance

The Company's health insurance plan provides regular full-time employees access to health insurance benefits after 60 days from date of hire. Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between the Company and the insurance carrier. The Company offers eligible employees with individual, couple, employee and child or family coverage. Employees who decline such coverage are not entitled to any payment or cash equivalent of the value of the benefit offered. The Company's health insurance benefits do not apply to and are not available to domestic partners.

The Company pays a percentage of the monthly cost of health insurance for eligible employees. Through payroll deductions, employees pay the remaining premium amount.

Details of the health insurance plan are described in the Summary Plan Description (SPD). A SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Office Manager for more information about health insurance benefits.

H. Benefits Continuation

State law for a Company of this size authorizes eligible employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Company's health plan when a "qualifying event" would normally result in the loss of eligibility. The Company's benefits continuation does not apply to and is not available to domestic partners. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under state law, the employee or beneficiary pays the full cost of coverage at the Company group rates plus an administration fee.

The Company provides eligible employees with written notice describing rights granted under state law upon employment separation, constituting a qualifying event, and when they may become eligible for coverage.

I. Voluntary Disability Insurance

Subject to plan requirements, full-time employees are eligible to purchase short and long-term disability insurance. This is a voluntary program and 100% of the premium is paid for by the employee. This insurance is designed to help protect your income against the financial impact of a short or long-term disability resulting from an accident or illness. Employees can purchase protection up to 60% of their monthly income. Premiums are based on age, salary and smoking habits and are paid through payroll deductions. For more information regarding these plans, please consult with the Office Manager.

J. Voluntary Life and AD&D Insurance

Subject to plan requirements, full-time employees are eligible to purchase life and AD&D (accidental death and dismemberment) insurance. This is a voluntary program and 100% of the premium is paid for by the employee. Premiums are based on age and smoking habits and are paid through payroll deductions. For more information regarding these plans, please consult with the Office Manager.

K. Retirement Plan

Subject to Plan requirements, all full-time employees, age 21 and over, are eligible to participate in the Company's deferred compensation plan. Employees may begin their participation in the Plan on the first of the month following 6 months from date of hire. The Company may make contributions to the Plan consistent with the Summary Plan Description. For further information regarding eligibility requirements, vesting schedule and contribution limitations, consult the Office Manager.

IV. TIMEKEEPING/PAYROLL

A. Timekeeping

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

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

Each nonexempt employee must verify and sign off on his or her hours at the end of each pay period, reflecting all hours worked in the given pay period. By signing the time record, the employee verifies that the record is true and that no hours have been worked “off the clock.”

Altering, falsifying, tampering with time records may result in disciplinary action, up to and including termination of employment.

B. Paydays

Employees are paid from Sunday through Saturday and paychecks are issued weekly on Friday. Each paycheck will include earnings for all work performed through the end of the **previous** payroll period. Time tickets are due in the office on Monday for hours worked the previous week. Failure to turn time tickets into the office on Monday could result in a week’s delay of processing those hours.

C. Direct Deposit

The Company offers direct deposit of paychecks. Participation in direct deposit requires that you provide the Company with your bank’s routing number and the account number of your checking or savings account. Employees who choose to participate in direct deposit must sign an authorization form and provide the Company Payroll Clerk with a void check for checking accounts or a deposit slip for savings accounts.

In lieu of a regular check, direct deposit participants will receive a check for zero dollars with a stub indicating the amount paid for the hours worked, all deductions and the amount of their direct deposit. Each employee is responsible for verifying that the direct deposit money has been deposited into their account before attempting to withdraw it or write checks against, as well as verifying that the amount is accurate.

It is the employee’s responsibility to notify the Company Payroll Clerk in writing when a direct deposit account is closed, the account number changes or the bank’s routing number changes; otherwise your direct deposit could be affected.

Participation in direct deposit can be terminated by providing written notice to the Company’s Payroll Clerk. Employees should allow one week from date of notice for termination of direct deposit. The Company reserves the right to cease providing direct deposit to any or all employees at any time.

D. No Pay Advances

The Company does not provide pay advances on unearned wages to employees.

E. Administrative Pay Corrections

The Company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the company payroll clerk so that corrections can be made as quickly as possible.

F. Pay Deductions

The law requires that the Company make certain deductions from every employee's compensation, including income, Social Security, and Medicare taxes.

The Company offers programs and benefits to eligible employees beyond those required by law, such as health insurance. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs. Such written authorizations must be submitted to the Office Manager.

Any questions about payroll deductions should be directed to the Office Manager.

G. Expense Reimbursements

To be reimbursed for all authorized expenses, employees must submit all appropriate receipts to the Office Manager at the end of each month. The Company will reimburse an employee for all authorized expenses within seven days following receipt of such all appropriate receipts.

If there is a question about whether an employee is eligible for reimbursement for a particular expense, such employee should obtain approval from his or her supervisor *prior* to incurring the expense.

For employees who use privately-owned vehicles for business, mileage will be reimbursed at the IRS-recommended amount. Employees must complete a Travel Expense Report and submit it to the Office Manager as an expense outlined above. Commuting costs are obviously not reimbursable, nor are any fines or tickets that an employee incurs.

V. WORK CONDITIONS AND HOURS

A. Work Schedules

Employees are expected to be at work, in their designated work areas, for the established hours each day. Employee are expected to arrive promptly at the start of their workday, take the appropriate allotted time for lunch and breaks, and leave no earlier than the designated time their workday ends. Lunch and break times may *not* be used to shorten the regular workday.

For office employees, the office hours are from 8:00 a.m. to 4:30 p.m., unless otherwise arranged and agreed. For field employees, the hours are 7:00 a.m. to 3:30 p.m., unless otherwise arranged and agreed.

B. Rest and Meal Periods

Each workday, full-time nonexempt employees (and other employees who work more than five (5) hours per day) are provided with a fifteen (15) minute rest period. The Office Manager will advise employees of the regular rest period length and schedule.

The lunch/meal period varies with office employees. The unpaid meal period lasts one-half hour, usually from 12:00 p.m. to 12:30 p.m., but may vary due to operational needs and business flow. All employees who work more than five (5) hours per day are provided with at least a thirty (30) minute unpaid meal period/break.

C. Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. It is essential that all employees be available for overtime work, when necessary, and that all employees have flexibility with regard to any personal or other professional commitments. The Company will distribute overtime assignments as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. For nonexempt employees, payment is one and one-half (1 ½) the employee's regular rate for hours worked in excess of forty (40) per week. Overtime pay is based on actual hours worked. Time off on accrued vacation time, holiday, sick or any other leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or working overtime without prior authorization from the supervisor may result in disciplinary action, up to and including termination.

D. Two-Hour Minimum

Employees who report for work will be paid a minimum of two (2) hours pay, unless the Company makes a good-faith effort to notify the employee not to report to work. Exceptions to this rule include: 1) when the employee reports to work and then requests to leave because of illness or personal/family emergency provided that a written explanation, initialed by the employee, is entered on the employee's time card; or 2) when an employee is hired and reports to work with the expectation that he or she will work less than two (2) hours and is notified in writing in advance of his or her schedule. Accordingly, when an employee leaves work before having worked two (2) or more hours because of illness or personal/family emergency, he or she must note that fact on the time records and initial the entry. Employees who are scheduled to work fewer than two (2) hours are also directed to sign/verify such schedule on their timecard.

E. Use of Phone and Mail Systems

Personal use of the telephone, including the Company's telephone and personal cellular phones, can be distracting and disruptive to the work environment. As such, employees are requested to keep their personal calls to an absolute minimum – they are limited to family emergencies only, absent supervisory approval. Employees are encouraged to make any personal calls during rest or meal breaks. Employees are prohibited from making long-distance personal calls on the Company's telephones.

The use of the Company-paid postage for personal correspondence is not permitted. Personal mail should be mailed from and received at home.

Disregarding or failing to comply with these policies could lead to discipline, up to and including termination of employment.

F. Smoking

In keeping with state law and the Company's intent to provide a safe and healthful work environment, smoking in the workplace is prohibited, except in the rear of the office building and in the Company's specifically designated as smoking areas. Employees may only smoke during scheduled break or meal times only.

Disregarding or failing to comply with this policy could lead to disciplinary action, up to and including termination of employment.

G. Safety

To assist in providing a safe and healthful work environment for employees, independent builders, and visitors, the Company has adopted a Written Safety Program, pursuant to the New Hampshire Department of Labor. This program is a top priority. The management of the Company, in cooperation with its Joint Loss Management Committee, has responsibility for implementing, administering, monitoring, and evaluating the program. Its success depends on the alertness and personal commitment of all. The Committee meets at least quarterly and, among other things, it makes recommendations for safety issues, assists in the identification of temporary alternative duty tasks, and ensures workplace accidents are properly investigated.

The purpose of the Safety Program is to minimize and/or eliminate workplace accidents and injuries by establishing guidelines for safe workplace practices. The Company provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with the employee's immediate supervisor, Office Manager, or Company President. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to their immediate supervisor or the company's Office Manager or Safety Director. Employees are expected to be familiar with and follow OSHA safety standards which are applicable to the workplace in general and to any job or task which they are performing. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees must inform their immediate supervisor, the Office Manager or the company's Safety Director immediately and otherwise comply with the worker's compensation policy.

H. Company Equipment and Supplies

Equipment, supplies and materials essential in accomplishing job duties are expensive and may be difficult to replace. When using Company property, employees are expected to exercise reasonable care and follow all operating instructions, safety standards, and guidelines. Such property must be used in accordance with its intended purpose or function. Employees unfamiliar with the proper use of Company equipment must gain a working knowledge before utilizing it. Any damage or loss will be the responsibility of the employee, and the Company will expect reimbursement for the repair or replacement. The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

Employees are expected to notify their immediate supervisor or Safety Director if any equipment appears to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.

Company-owned equipment, materials and supplies must not be removed from the Company for personal use without the advance written permission of the Company. A release waiver must be signed and approval received prior to the property being released for personal use. The Company is *not* responsible for any injuries or accidents that may occur off Company premises.

I. Visitors in the Workplace

To provide for the safety and security of employees and the facilities at the Company and to preserve the confidentiality of the customer files, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. Employees may not receive personal visitors during work hours except in emergencies.

All visitors should enter the Company through the front office to be acknowledged by front office personnel. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on the Company premises, employees should immediately notify the Office Manager.

J. Computer and E-Mail Usage

The Company's computers, computer network system, telephone system, facsimile machines, electronic mail systems, and the equipment and data stored on these systems (collectively referred to as "communications system") are the property of the Company and remain so at all times. All messages and transmissions composed, sent, stored or received on the Company's communications system are and remain the exclusive property of the Company and are not to be considered the private property of any employee. As the Company-owned property, all messages on the communications systems are subject to disclosure to law enforcement or government officials, or to other parties through subpoena or its equivalent.

The Company's communications system is intended for business purposes only and should be used for work-related tasks. Limited personal use for family emergencies, for example, is permitted. This communications system may not be used for social, religious, political, solicitation or other matters unrelated to the business of the Company. At no time are unauthorized parties allowed access to the Company's communications system. Inappropriate use of the communications system is strictly prohibited.

All employees must be aware that the Company's communications system may automatically store or record information transmitted in a backup storage mechanism. From time to time, communications stored in the system may be deleted, printed, or utilized for any purpose.

Employees do not have a privacy right in messages sent or received on the Company's communications system. The Company may access the communications system to review and monitor communications within the system, without notice to users of the system for any legitimate business purpose. Transmissions of messages on the Company's system are not and should not be considered confidential or private. By using the Company's communications system, employees expressly consent to this policy. All passwords or codes may be changed without notice at the Company's discretion.

For purposes of this policy, a "legitimate business purpose" for reviewing e-mail or voicemail messages includes, but is not limited to, the following situations:

- Investigations of suspected violations of the Company's workplace policies, including its policies on professionalism, confidentiality and harassment.
- Investigations of suspected criminal and civil wrongdoing where the wrongdoing may have included the use of the Company's computer, e-mail or voicemail systems.
- Where the user is unavailable and there is a business need to review the contents of e-mail and voicemail communications on an expedited basis.
- Where such messages are required to be produced in order to comply with applicable law.

The Company strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, the Company prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale. The Company's policies prohibiting all forms of harassment, including sexual harassment, apply fully to use of the Company's communications system. No employee may use the communications system in a manner that may be construed by others as harassment or discrimination based upon race, color, religion, sex, sexual orientation, marital status, national origin, pregnancy, veteran's status, age, mental or physical disability, or any other legally protected personal characteristic. The communications system shall not be utilized to solicit, harass or offend or for any other inappropriate or unlawful purpose, such as accessing or distributing sexually explicit or offensive materials. Derogatory, defamatory, obscene or otherwise inappropriate messages are strictly prohibited. The display or transmission of sexually-explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

Employees are prohibited from accessing, or attempting to access, another employee's electronic communications without appropriate authorization. Users of the Company e-mail and voicemail systems shall not use or permit others to use the systems to impersonate any other person or entity, use a false or unauthorized name, forge e-mail headers or take any other action that would disguise the origin of any e-mail or voicemail message transmitted through the Company e-mail or voicemail systems.

Employees are expected to exercise discretion, good judgment, and common sense when creating and distributing communications.

Due to security concerns, employees should avoid sending and storing sensitive or confidential Company or customer information whenever possible. Under no circumstances may confidential information of the Company or its customers be transmitted to individuals outside the Company without prior approval of Company management. E-mail messages should be treated with the same degree of security and confidentiality as written documents. Accordingly, care should be taken when e-mailing confidential documents to others to avoid breaches of confidentiality. Similarly, voicemail messages which contain confidential information should be forwarded only to employees with a “need to know” the information contained in the message.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters or for the transmission or receipt of responses to any chain letter or pyramid scheme of any kind.

To conserve memory in the Company’s communication system, it is important that users periodically delete unnecessary e-mail messages.

The Company purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the Company does not have the right to reproduce such software except by license.

Employees may only use software on local area networks or on multiple machines according to the software license agreement and as instructed. The Company prohibits the illegal duplication of software and its related documentation. All users of the Company’s communications system must comply with all software licenses, copyright and intellectual property laws, as well as all other state, federal, or local laws.

Employees should notify their immediate supervisor or Office Manager upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment and possible criminal or civil action.

Any questions regarding this policy should be directed to Office Manager.

K. Workplace Monitoring

Workplace monitoring and security inspections may be conducted by the Company to ensure quality control, employee safety, security, and independent builder satisfaction. Such monitoring and inspections will also serve to discourage theft or unauthorized possession of employee and/or Company property. Computers, desks and other storage devices furnished to employees are the property of the Company. Accordingly, any agent or representative of the Company can inspect, monitor and access them, as well as any articles found within them, at any time, either with or without prior notice. Employees should have no expectation of privacy in this regard. Additionally, as appropriate and consistent with the law, the Company or its representatives may inspect persons entering and/or leaving the premises and any packages or other belongings.

Any inspection or search will be reasonable in scope and for a legitimate purpose, respecting the legitimate privacy rights of employees. Any employee who wishes to avoid inspection or search of any articles or materials should not bring such items onto the Company’s premises.

L. Workplace Violence Prevention

The Company is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the Company has adopted the following guidelines to deal with intimidation, harassment, or other threats of or actual violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, must be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons and other dangerous or hazardous devices or substances are prohibited from the Company premises.

Conduct that threatens, intimidates, or coerces another employee, an independent builder, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, color, religion, sexual orientation, marital status, national origin, veteran's status, pregnancy, mental or physical disability, age, or any characteristic protected by federal, state, or local law.

All threats of or actual violence, both direct and indirect, should be reported as soon as possible to the Office Manager or Company President. This includes threats by employees, as well as threats by independent builders, vendors, solicitors, or other members of the public. When reporting a threat of violence, employees should be as specific and detailed as possible.

Any employee who applies for or obtains a protective or restraining order which lists the Company location as being a protected area must provide his or her supervisor or management with a copy of the petition, the declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. The Company understands the sensitivity of this information and will employ confidentiality procedures, which recognize and respect the privacy of the reporting employee, while simultaneously taking steps to ensure the safety of all employees.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor or management. Employees should never place themselves in a position of peril. If an employee sees or hears a commotion or disturbance at work, he or she should not try to intercede or see what is happening.

The Company will promptly and thoroughly investigate all reports of threats of or actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. In order to maintain workplace safety and the integrity of its investigation, the Company may suspend employees, either with or without pay, pending investigation or take any other steps, which, at its sole discretion, it deems appropriate.

Anyone determined to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment and possible civil or criminal action.

The Company encourages employees to bring their disputes or differences with other employees to the attention of their supervisor or management before the situation escalates into potential violence. The Company is eager to assist in the resolution of employee disputes.

VI. LEAVES OF ABSENCE

A. Pregnancy/Maternity Leave

All female employees may take an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth, or related medical conditions. Such employees are required to exhaust vacation and sick leave, if any, prior to commencing a leave without pay. Questions should be directed to the Office Manager.

Employees wishing to take leave must provide a written request and submit to the Office Manager for approval. The request is then forwarded to the Company President for final approval and signature. Generally, the approval must be completed at least thirty (30) days prior to commencing leave. In situations where this is not possible due to emergency, the employee must notify the Company verbally of her absence and submit the written request as soon as practicable thereafter, usually within one to two (1-2) business days of learning of the need for a leave.

Employees on a leave of absence do not accrue vacation or other benefits during the period of leave. Health insurance during this time continues under the FMLA.

An employee who has notified the Company of her intent to return at the end of her maternity leave will be reinstated to her original job or a comparable position with comparable pay and accumulated seniority, retirement, fringe benefits, and other service credits unless business necessity makes this unreasonable or impossible. Employees that cannot be returned to their former or a comparable position remain eligible to apply for any available position within the Company for which they are qualified.

The Company will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy or childbirth.

Requests for time off associated with pregnancy/childbirth, such as bonding and childcare, not related to medical disabilities for those conditions will be considered in the same manner as other requests for unpaid personal leave.

Employees who take an excused absence for pregnancy and medical disabilities associated with pregnancy or childbirth are required to submit to the Company documentation from a medical care provider verifying their physical condition and anticipated length of disability. A written release to return to work from a healthcare provider is also required. Employees should contact the Office Manager for information about the necessary paperwork that must be completed.

B. Family and Medical Leave

Eligible employees are entitled to leave in accordance with the Family and Medical Leave Act (FMLA) of 1993. The Company provides family and medical leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill obligations relating directly to:

- Childbirth, adoption, or placement of a foster child;
- Care of an employee's child, spouse, or parent with a serious health condition; or
- An employee's serious health condition which renders the employee unable to perform an essential function of his or her position.

FMLA leave may also be taken for two types of Military Family Leave:

1. **Qualifying Exigency Leave:** Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include short-notice deployment, military events and related activities, arranging for alternative childcare and certain other childcare and school activities, addressing certain financial and legal arrangements, attending certain counseling sessions, attending post-deployment activities, rest and recuperation, and other activities that the employee and the employer agree upon.
2. **Military Caregiver Leave (also known as Covered Servicemember Leave):** A special leave of up to 26 weeks during a “single 12-month period” for an eligible employee who is the spouse, child, parent, or next of kin of a Covered Servicemember to care for the Servicemember. “Covered Servicemember” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness incurred in the line of duty on active duty. The “single 12-month period” for the purpose of this type of leave begins on the first day the eligible employee takes FMLA leave to care for a Covered Servicemember and ends 12 months after that date.

Definitions

For purposes of this policy, a “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider. The term “child” includes biological, adopted, foster children, stepchildren, legal wards, and other persons under the age of eighteen (18) years or over the age of eighteen (18) years who are incapable of caring for themselves due to a mental or physical disability for whom an employee acts in the capacity of a parent. The term “spouse” is defined in accordance with state laws. The term “parent” includes biological parents and individuals that act as an employee’s parents, but does not include parents-in-law. In this policy, the term “covered relation” refers to children, spouses, and parents as defined above.

Eligibility for Leave

Employees are eligible for family and medical leave if they have worked for the Company for at least twelve (12) months and have worked at least 1,250 hours during the twelve (12) months preceding the request for leave. Eligible employees should submit a written notice of the need for family and medical leave to their supervisors at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events, usually within one to two (1-2) business days of learning of the need for a leave. It is the obligation of employees to provide the Company with sufficient information to determine if a requested leave qualifies as a FMLA leave. Failure to provide the required notice and any other supplemental information that might be needed may be grounds for delaying the leave. Additionally, an employee who is planning to undergo surgery or a particular course of medical treatment must first consult with the Company regarding the proposed dates of such treatment. All employees are required to complete the appropriate medical authorizations that either the employer or a health care provider supplies and otherwise cooperate in the procurement of the necessary medical records.

Medical Certification

Employees requesting family and medical leave because of their own or a covered relation’s serious health condition or to care for a Servicemember are required to submit to the Company appropriate medical certification from a healthcare provider verifying the need for a leave to provide care, the beginning and anticipated ending dates of the leave, and the estimated time required. The Company expressly reserves the right to request that employees submit renewed medical certification forms at any point throughout the leave period. The Company also reserves the right to require, at its own expense, an examination by a second

healthcare provider if the Company reasonably doubts the medical certification provided. If the second healthcare provider's opinion conflicts with the original medical certification, the Company may require, at its own expense, a third, mutually-agreeable healthcare provider to conduct an examination and provide a final and binding opinion. Failure to provide the necessary medical certification documents within fifteen (15) days of requesting a medical leave, if practicable, may result in delay of further leave until the certification is provided.

Use of Leave

Employees who are eligible to seek a leave for childbirth, adoption of a child, or placement of a foster child must, at the Company's request, take the full twelve (12) week period of available leave at once, rather than on an intermittent or reduced schedule basis, and must complete their leave within the twelve (12) month period beginning on the date of birth or placement. Spouses who are both eligible employees of the Company are each entitled to seek a leave for childbirth, adoption of a child, placement of a foster child, or to care for a parent with a serious health condition, however, the couple is only entitled to a *combined* total of twelve (12) weeks of leave under the conditions set forth above.

Employees who are eligible to seek a leave to care for their own or a covered relation's serious health condition may take the twelve (12) weeks of available leave at once or on an intermittent or reduced schedule basis. Any leave granted due to the birth or adoption of a child must be taken consecutively unless otherwise agreed to by the Company and must be completed within one (1) year of the adoption or birth. If an employee seeks an intermittent or reduced schedule leave, the Company may require the employee to transfer to a different position in the Company with equivalent pay and benefits in order to accommodate the employee's leave schedule. A reduced leave schedule may be used to reduce the number of hours worked per workweek or workday. The available window of time for an eligible employee to take a leave for his or her own or a covered relation's serious health condition or disability is the 12-month period measured forward from the date any employee's first FMLA leave begins. Regardless of whether the leave is taken at once, intermittently or on a reduced schedule basis, employees on leave to care for their own or a covered relation's serious health condition are expected to report to the Office Manager on a biweekly basis regarding the status of the condition and their intention to return to work.

Employees who are eligible for Military Caregiver Leave or Qualified Exigency Leave may take leave on an intermittent or reduced schedule basis when necessary. For purposes of both, leave begins on the first day the eligible employee takes FMLA leave and ends 12 months after that date. If the Company employs both spouses and one or both spouses take military Caregiver Leave, they are limited to a combined total of up to 26 weeks of leave during the single 12-month period depending upon the type and length of leave taken.

Employees must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Nature of FMLA Leave

Family and medical leave is unpaid. Eligible employees who seek a leave for childbirth, adoption of a child, placement of a foster child, or to care for a covered relation with a serious health condition must substitute any paid vacation leave or other paid time for any part of the twelve (12) week unpaid FMLA leave period. Eligible employees who seek a leave for their own serious health condition must substitute any paid vacation leave or other paid time for any part of the twelve (12) week unpaid FMLA leave period. The substitution of paid leave for unpaid leave does not extend the twelve (12) week leave period.

Work-Related Illnesses or Injuries

If an employee sustains a work-related injury or illness which causes a "serious health condition" that renders the employee unable to perform an essential function of his or her position within the meaning of the FMLA, the employee may be eligible for disability payments and/or workers' compensation benefits under the terms of those insurance plans and applicable state laws. If eligible employees seeking a leave elect to receive payments

from these sources, the leave will be considered a paid absence, rather than FMLA leave, for the period during which the payments are received and employees will not be required to substitute any paid leave, such as vacation leave. Absences for work-related injuries or illnesses are counted, however, against an employee's FMLA twelve (12) week leave entitlement for purposes of calculating the length of leave to which an employee is entitled. Eligible employees should refer to other policies in this Handbook as well as the Summary Plan Descriptions that are available from the Office Manager for more detailed information about these insurance programs. Under no circumstances will an employee who has sustained a work-related injury or illness be allowed to collect both disability payments and workers' compensation benefits.

Continuation of Benefits

Subject to the terms, conditions, and limitations of the applicable plans, the Company will continue to provide health insurance benefits to eligible employees on an FMLA leave for the full period of the approved leave. If paid time off is substituted for any part of an employee's unpaid FMLA leave, the Company will deduct the employee's portion of the health insurance premiums as a regular payroll deduction. The employee is responsible for making arrangements with the Office Manager and assuring timely payment of his or her share of the premium. If an employee's leave is unpaid, the employee is responsible for sending his or her portion of health insurance premiums directly to the insurer at the same times they would be due if paid by payroll deduction. An employee's health insurance benefits will terminate if his or her portion of the premium payments are more than thirty (30) days late. Other Company benefits will resume only upon return to active employment.

Returning to Work

In order to properly schedule an employee's return to work, an employee on family or medical leave is requested to provide the Company with at least two (2) weeks advance notice of the date the employee intends to return to work. When a family or medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified with the same pay, benefits, and terms and conditions of employment. Employees who take an FMLA leave to care for their own serious health condition must provide medical certification of fitness to return to work before they will be allowed back on the job.

Under certain limited circumstances, the Company may not be required to restore an employee to his or her position after termination of leave if the employee is among the highest paid 10% of employees of the Company within a 75 mile radius of the Company's facility at which the employee is employed. Under these circumstances, the Company will notify such an employee that he or she will not be restored to his or her job.

If an employee fails to return to work on the agreed upon return date, the Company will assume that the employee has voluntarily resigned.

For more information about the FMLA, contact the Office Manager.

C. Crime Victim Leave

In accordance with New Hampshire law, our Company will grant an employee unpaid time off from work to attend court or other legal or investigative proceedings associated with the prosecution of a crime in which the employee was a victim. For purposes of this policy, a "victim" is any person who suffers direct or threatened physical, emotional, psychological, or financial harm as a result of the commission or attempted commission of a crime.

Employee may also qualify for leave under this policy if they are part of the immediate family of a homicide victim or part of the immediate family of a child under the age of 18 or an incompetent adult who is the victim of a crime. For purposes of this policy, "immediate family" means the father, mother, stepparent, child,

stepchild, sibling, spouse, grandparent, or legal guardian of the victim, or a person who is otherwise in an intimate relationship with and residing in the same household as the victim.

An employee needing time off under this policy should notify his/her immediate supervisor or Office Manager as far in advance as possible. The employee may be asked to submit copies of the notices of each scheduled hearing, conference, or meeting that is provided to the employee by the court or agency involved in the prosecution of the crime. Employees must comply with any requests to submit these notices, and failure to do so may result in denial of the leave of absence. The Company will maintain any such notices or records in confidence, and will disclose them only on a need to know basis.

The employee will be notified as soon as practicable whether the leave request is granted or denied. Requests falling within the definitions of this policy will typically be granted unless the leave of absence would cause an undue hardship on our business. An “undue hardship” for purposes of this policy means significant difficulty and expense. In determining whether an undue hardship may exist, we will consider the size of our operations, the employee’s position and role within our organization, and our need for the employee to be at work.

Leave taken under this policy is unpaid, although an employee may elect to use his or her accrued, unused vacation. If a crime victim leave of absence will be for an extended length of time, the employee may continue to participate in the Company’s health insurance benefit for up to four (4) weeks provided that the employee continues to timely pay his or her share of the premiums.

Severino Trucking Company, Inc. will not discharge, threaten or discriminate against any employee for taking leave under this policy, and employees taking leave under this policy will not lose any seniority during the leave of absence.

D. Military Leave

A military leave of absence will be granted to employees, except temporary employees, who are absent from work because of service in the United States uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Employees wishing to take leave must submit a written request to their immediate supervisor or the Office Manager for approval. The request is then forwarded to the Company President for final approval and signature. Generally, the request must be submitted at least thirty (30) days prior to commencing leave. In situations where advance notice is not possible, the employee must notify the Company verbally of his or her absence and submit the written request as soon as practicable thereafter, usually within one to two (1-2) business days of learning of the need for a leave.

All military leaves of absence will be unpaid. However, employees may use any available accrued vacation time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Employees on military leave for up to thirty (30) days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance

with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Employees may contact the Office Manager for more information or questions about military leave.

VII EMPLOYEE CONDUCT AND DISCIPLINARY ACTION

A. Open Door

The Company is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the Company's Management. Open communications and the flow of information are important.

The Company strives to ensure fair and honest treatment of all employees. Supervisors and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees have a concern about conduct, policies, or practices, they can utilize this policy to raise the issue. No employee will be penalized, formally or informally, for voicing a complaint with the Company in a reasonable, business-like manner, or for using the open door policy. This policy applies to employees and departing or former employees.

For issues relating to harassment or sexual harassment, employees are required to follow the Company's Sexual Harassment and Anti-Harassment policies contained in this Handbook.

If a situation occurs when employees or former employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to speak with their supervisor. If their supervisor is unavailable or an employee believes it would be inappropriate to contact his or her supervisor, the employee may present the issue to another "supervisor" or manager in the Company. The supervisor or manager may assess the situation, direct the employee to outline the problem in writing, and/or make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

B. Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, the Company expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

Employees are expected to be respectful of other employees and customers at all times while on the premises or while representing the Company. Harsh language and rudeness are not acceptable. A professional and appropriate attitude is expected at all times.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- ◆ Misconduct or horseplay
- ◆ Theft, vandalism or inappropriate removal or possession of property.
- ◆ Falsification of Company records.
- ◆ Working under the influence of alcohol or illegal drugs.

- ◆ Possession, distribution, sale, transfer, odor or use of alcohol or illegal drugs in the workplace.
- ◆ Fighting or threatening violence in the workplace.
- ◆ Boisterous or disruptive activity in the workplace.
- ◆ Negligence or improper conduct leading to damage of the Company-owned, subcontractor owned or client-owned property.
- ◆ Insubordination or other disrespectful conduct.
- ◆ Violation of safety or health rules.
- ◆ Smoking in prohibited areas.
- ◆ Sexual or other unlawful harassment or discrimination.
- ◆ Possession of dangerous or unauthorized materials, such as knives, weapons, explosives or firearms in the workplace.
- ◆ Excessive absenteeism or any absence without notice.
- ◆ Unauthorized disclosure of business secrets or confidential information.
- ◆ Inappropriate use of language and profanity.
- ◆ Violation of personnel policies.
- ◆ Unsatisfactory performance or conduct.
- ◆ Unexcused absenteeism or tardiness.
- ◆ Negligence in performance of duties.

Employment with the Company is at the mutual consent of the Company and the employee, and either party may terminate that relationship at any time, with or without reason and with or without notice.

C. Sexual Harassment

The Company strongly believes that every employee is entitled to a work environment free from sexual harassment. Sexual harassment is a form of employee misconduct, which interferes with work productivity and wrongly deprives employees of a work environment in which employees are treated with dignity and respect. Sexual harassment is a form of sexual discrimination that is prohibited by state law, under RSA 354-A, and federal law, under Title VII of the Civil Rights Act of 1964, as amended.

Sexual harassment is defined as unwelcome sexual or gender-based conduct that creates a hostile, intimidating or offensive work environment. It also exists when an employee exercises or threatens the authority of his or her position to control, influence, direct, or affect the job, duties, earnings, or career of another employee in order to obtain a sexual favor. In other words, it includes unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct of a sexual nature, particularly where:

- a. Submission to such conduct is made a condition of employment;
- b. Submission or rejection of such conduct is used as a basis for employment decisions affecting the individual; or
- c. The conduct has the purpose or effect of substantially interfering with work performance.

All decisions regarding employment benefits, opportunities, and performance are made on the basis of merit and without discrimination or condition upon submission to any sexual or amorous conduct.

Sexual harassment may take on many forms. Examples of sexual harassment may include, *but are not limited to*, repeated offensive or unwelcome comments, unnecessary physical contact or touching, lewd or off-color humor, sexual innuendo, unwanted propositions, obscene gestures, excessive flirtation, or the display of sexually suggestive pictures or cartoons.

The Company expressly prohibits and will not tolerate sexual harassment in any form by any employee of the Company. This policy against harassment also covers other individuals who have a relationship with the Company which enables the Company to exercise some control over the individual's conduct in places and activities that relate to the Company.

If an employee believes he or she has experienced sexual harassment, then he or she is encouraged to directly inform the offending person(s) that such conduct is offensive and must stop. If the employee does not wish to communicate directly with the alleged harasser(s), or if direct communication has been ineffective, then that employee is encouraged to immediately notify the Office Manager or Company President.

The Company will promptly conduct an investigation into all good-faith complaints and take appropriate corrective action, which may include discipline up to and including termination of the offending party. All employees are required to cooperate in an investigation. In the course of handling complaints, the Company will strive to maintain confidentiality to the extent possible under the circumstances.

All employees should note that retaliation against an employee who has complained of sexual harassment or against individuals cooperating with the investigation of a sexual harassment complaint is unlawful and will not be tolerated. The Company guarantees that no employee will be subject to any form of retaliation or discipline for lodging any good-faith complaints of sexual harassment. Retaliation is against the Company's policy and will be treated in the same manner as other forms of sexual harassment.

D. Anti-Harassment

The Company is committed to providing a work environment that is free of unlawful harassment. Engaging in actions, writings, or comments based on an individual's race, color, religion, sex, sexual orientation, marital status, national origin, citizenship, pregnancy, veteran's status, age, mental or physical disability, or any other legally protected personal characteristic is a violation of this policy. Unlawful harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited. Unlawful harassment is also a form of discrimination that is prohibited by state law, under RSA 354-A, and federal law, under Title VII of the Civil Rights Act of 1964, as amended.

While it is not always easy to identify precisely what conduct constitutes harassment, prohibited conduct certainly includes but is not limited to unwelcome slurs, epithets, comments, jokes, teasing, or other similar verbal or physical conduct when one of the protected categories is implicated.

The Company will not tolerate unlawful harassment in any form by any employee of the Company. This policy against harassment also covers other individuals who have a relationship with the Company which enables the Company to exercise some control over the individual's conduct in places and activities that relate to the Company.

If an employee believes he or she has experienced unlawful harassment, then he or she is encouraged to directly inform the offending person(s) that such conduct is offensive and must stop. If the employee does not wish to communicate directly with the alleged harasser(s), or if direct communication has been ineffective, then that employee is encouraged to immediately notify the Office Manager or Company President.

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All employees should note that retaliation against an employee who has complained of unlawful harassment or against individuals cooperating with the investigation of an unlawful harassment complaint is unlawful and will not be tolerated. The Company guarantees that no employee will be subject to any form of retaliation or discipline for lodging any good-faith complaints of unlawful harassment. Retaliation is a form of illegal harassment that is against this policy and will be treated in the same manner as other forms of unlawful harassment.

E. Attendance and Punctuality

The Company expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Company. Employees are expected to be ready to work at their elected start time each workday. Employees should also return to work promptly after breaks and meal periods.

In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their immediate supervisor as soon as possible in advance of the anticipated tardiness or absence. Certainly the Company expects notification at least one (1) hour prior to the start of the regular workday, if practicable. If their supervisor is not available, employees must speak to another supervisor. Also, employees are expected to provide the reason for the absence or tardiness. Employees should not speak to a receptionist or otherwise notify anyone other than their immediate supervisor, Office Manager or the General Superintendent.

An employee who is absent for three (3) or more days is required to provide documentation from a medical care provider upon return to work, verifying the need for medical leave.

An employee absent for three (3) or more working days who does not properly notify his or her supervisor is considered to have voluntarily terminated his or her employment.

Poor attendance and excessive tardiness are disruptive and will not be tolerated at the Company, absent any special accommodations pursuant to the Americans with Disabilities Act. Either may lead to disciplinary action, up to and including termination of employment.

F. Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the Company presents to customers and visitors. In order to uphold the Company's professional image, employees are expected to dress in appropriate attire.

During business hours or when representing the Company, employees are expected to present a neat and tasteful appearance. Employees should dress and groom themselves according to the requirements of their position and should consider their schedule for the day. This is particularly true if an employee's job involves dealing with Company customers or visitors.

Employees who work outside are expected to dress appropriately for the safety and weather, such as work boots, personal protective equipment, and otherwise dress in accordance with safety laws and regulations.

Subject to applicable laws, an employee who is inappropriately dressed at work may be sent home and directed to return to work in appropriate attire. Under such circumstances, the employee will not be compensated for time away from work, where allowed by law.

Employees should consult their supervisor with questions as to what constitutes appropriate attire and appearance. The Company will make reasonable accommodations for individuals with disabilities.

G. Return of Property

Employees are responsible for all of the Company's property, materials, or written information issued to them or in their possession or control. Employees must return all of the Company's property immediately upon request or upon termination of employment. The Company may take all action consistent with state law to recover or protect its property, including initiating a civil proceeding.

The customers are the Company's customers. The files are the files of the Company. No file may leave the Company facilities unless authorized by the Company President.

H. Maintenance of Work Area

Safe, pleasant and efficient working conditions are an important goal of the Company. Work areas should be maintained in a neat, clean or orderly manner. All beverages must be in a spill-proof container, as this presents a potential hazard. At the end of the workday, files should be returned to their appropriate spot and a general "clean-up" of the work areas should take place before employees leave.

I. Confidentiality

During the course of employment by the Company, employees may have access to confidential and proprietary information relating to the Company, its customers and visitors. The protection of such confidential business information and trade secrets (Confidential Information) is vital to the interests and the success of the Company. The nature of the Company's dealings with the public makes it essential that employees treat each transaction as a confidence. Confidential Information consists of matters not generally known outside of the Company, such as developments relating to existing and future services manufactured, marketed or used by the Company; current and prospective customers; customer lists; supplier lists; employee lists; and data, including electronic data and compilations in any form, relating to the general business operations of the Company and its customers. Confidential Information also includes without limitation employee salary information, business plans, marketing plans, trade secrets, inventions, discoveries, development, brochures, reports, designs, drawings, pictures, manuals, catalogues, sales aids, plans, studies, methods, processes, data, marketing plans and research, forecasts, financial statements, other financial data, budgets, licenses, prices, costs, sales and figures, as well as evaluations, analyses, knowledge, or experience related to employees or customers.

All employees are required to maintain in confidence all Confidential Information at all times during the course of employment with the Company and after the termination of the employment relationship, regardless of the reason for separation. In addition, after the termination of an employee's relationship with the Company for any reason, an employee shall immediately deliver to the Company all of the Confidential Information in the employee's possession.

Employees must exercise the highest degree of discretion and care when dealing with Confidential Information. Employees must utilize good judgment, common sense and caution at all times to avoid unauthorized or improper disclosures.

Employees understand that any disclosure of Confidential Information without express approval from the Company President is expressly prohibited and is cause for disciplinary action, up to and including termination of employment, as well as possible criminal or civil action, even if they do not benefit personally from the disclosed information. In such event, the Company may be entitled to specific performance or injunctive relief as well as any costs incurred by the Company including attorneys' fees.

Employees are strongly encouraged to ask the Company President if they have any questions relating to Confidential Information of the Company and/or its customers.

J. Discipline Action

The Company is committed to administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels. The Company's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence and prepare the employee for satisfactory service in the future.

Although employment with the Company is based on mutual consent and both the employee and the Company have the right to terminate employment at will, with or without reason or notice, the Company may use discipline, including progressive discipline, at its discretion. This policy does not alter the "at will" nature of employment at the Company.

Disciplinary action may warrant verbal warning, written warning, suspension with or without pay, or termination of employment, depending on the severity of the problem and the number of occurrences and any other relevant factors. There may be circumstances when immediate termination may result.

K. Termination

Since employment with the Company is based on mutual consent, both the employee and the Company have the right to terminate employment at will, with or without reason or notice, at any time. The Company will pay the departing employee all accrued but unused benefits, such as vacation time, at the time of termination. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

L. Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with the Company. Although advance notice is not required, the Company requests at least two (2) weeks' written resignation notice from nonexempt employees and thirty (30) days' written notice from exempt employees. Failure to provide the requested advance notice will result in departing employees *not* receiving any accrued but unused vacation or other earned time off.

VIII. NON-DOT & DOT REGULATED EMPLOYEE DRUG AND ALCOHOL POLICIES

A. Non-DOT

Purpose

It is the Company's desire to provide a drug-free, healthful 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. Individuals under the influence of drugs or alcohol in the workplace pose serious safety and health risks, not only to themselves, but also to all those who surround or come into contact with them.

As part of the Company's commitment to safeguarding the health of employees, providing a safe workplace, and supplying our independent builders with the highest quality product and service possible, the Company is establishing a drug and alcohol program to detect users and remove abusers of alcohol, drugs, or other controlled substances. The Company is committed to preventing the use and/or presence of these substances in the workplace.

The Company uses pre-employment, random and reasonable suspicion drug testing to administer this policy. All employees of the Company and all job applicants who receive offers of employment with the Company, except for employees and applicants who are drivers subject to the drug and alcohol testing regulations of the U. S. Department of Transportation are subject to the Non-DOT Regulated Drug and Alcohol Policy. Drivers should refer to the Regulated Employee Drug and Alcohol Policy.

Prohibited Conduct

While on the Company's premises and while conducting business-related activities off the Company's premises, no employee may use, possess, manufacture, distribute, dispense, sell, or be under the influence of alcohol, illegal drugs, or controlled substances. The legal use of prescribed drugs is permitted on the job only if it is pursuant to the instructions of a licensed medical care practitioner, it does not impair an employee's ability to perform the essential functions of the job safely and effectively, and it does not endanger other individuals in the workplace. This extends to instances and places where employees are in a position to be regarded or identified as representing the Company, such as traveling on business or participating in community, organizational or professional meetings and affairs. Employees using prescription medication which may impair their ability to safely perform their jobs should contact their supervisor to discuss the issue of reasonable accommodation.

All drivers of company vehicles are prohibited from engaging in any conduct that would impair their ability to safely operate the automobile, including usage of drugs (legal or illegal) and alcohol. Drivers of company vehicles are not allowed to have alcohol (open or not opened) in the vehicles at any time. Use of company vehicles to stop at restaurants that serve alcohol and local bars after work is prohibited.

Discipline

Any violation of this policy will result in disciplinary action up to and including immediate termination of employment. Such violations may also result in civil or criminal liability. For further information concerning discipline refer to **Testing Positive** and **Requirements for Possible Return to Duty**.

Legal and Illegal Drugs Defined

For purposes of this policy, "legal drugs" include alcohol, medications prescribed by a physician, and over-the-counter medications. The use of prescribed legal 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 and does not endanger other individuals in the workplace.

“Illegal drugs” are defined as those substances controlled under federal or state law that are not authorized for sale, possession, or use, as well as legal drugs that are obtained or distributed illegally. Any applicant subject to pre-employment drug testing who tests positive for the presence of any of the following substances is considered unsuitable for work and will not be hired. Additionally, existing employees who test positive for any of the following substances may be deemed unsuitable for continued employment. Any employee who tests positive shall be immediately removed from their position. The Company reserves the right to expand at any time the substances for which it will test. Those substances for which the company test for presently are:

- Marijuana
- Cocaine
- Opiates
- Amphetamines
- PCP (phencyclidine)
- Alcohol (not applicable to pre-employment testing)

Alcohol Tests

The Company will perform alcohol testing using a device that is on the National Highway Traffic Safety Administration’s (NHTSA) Conforming Products List (CPL) and meets the testing requirements of the U. S. Department of Transportation. This may be a breath-testing device provided through a vendor or agent. The Company intends to provide onsite (jobsite) testing, however, if not available, the employee shall report to the alcohol-testing site as notified by the Company, and follow all the instructions given by the alcohol technician.

Any test result indicating a blood alcohol concentration (BAC) of .02 or greater will be confirmed on an evidential breath testing device (EBT) operated by a breath alcohol technician (BAT). The confirmation test will be performed no sooner than 15 minutes and no later than 30 minutes following the completion of the initial test, during which time the employee must **not** leave the testing area, eat, drink, smoke, belch, or put anything in his/her mouth. In the event the confirmation test indicates a BAC of greater than 0.02, the Company will be notified of the result immediately. If the BAC is 0.02 to 0.0399, and the employee is in a safety-sensitive position, he/she may be removed from duty for 24 hours or until his/her next scheduled on-duty time, whichever, is longer. Employees with tests indicating a BAC of 0.04 or greater are considered to have engaged in prohibited conduct, which may result in disciplinary action up to and including termination. All alcohol tests shall be performed just prior to, during, or just after duty.

Pre-Employment Testing

A pre-employment drug test is required by all applicants who have received an offer of employment. Any applicant whose verified test results are positive will be deemed unsuitable for employment and the offer of employment will be rescinded.

Random Testing

The Company conducts random drug and alcohol testing for all employees. The random selection process provides an equal chance for each employee to be selected each time random testing is scheduled to occur. Random selections will be spread throughout the year. By the process itself, random selection may result in some employees being selected more than once in a calendar year. Other employees may not be selected at all. Since the Company will be utilizing an onsite mobile service, it will no longer be necessary for employees to

drive to a collection site. The mobile unit will come to the jobsite unannounced and request a specimen/sample from the employee whose name was randomly selected.

Post-Accident Testing

All employees covered under this policy are subject to drug testing as soon as possible after an accident. Any employee subject to testing under this policy who is seriously injured and cannot provide a specimen at the time of the accident must provide the necessary authorization for obtaining hospital records and other documents that would indicate if drugs or alcohol were present in the employee's system at the time of the accident.

Reasonable Suspicion

For purposes of this policy, "reasonable suspicion" of use of alcohol or drugs in the workplace can be drawn from the following factors, among others:

- Sudden unexplained changes in work performance;
- Repeated failure to follow instructions or operating procedures;
- Violation of Company safety policies;
- Involvement in an accident or near-accident at the workplace, on the job while off the Company's premises, or while using the Company property or equipment;
- Discovery or presence of illegal or suspicious substances or materials in an employee's possession or near the employee's workplace;
- Odor of alcohol and/or residual odor peculiar to some chemical or controlled substances;
- Unexplained and/or frequent absenteeism;
- Personality changes or disorientation; and/or
- Arrest or conviction for violation of a criminal drug statute.

If any member of management has a reasonable suspicion that an employee who is engaged in safety-sensitive functions or jobs involving proprietary information is impaired or is using drugs or alcohol in the workplace, any personal findings or observations will be documented. The employee must sign an authorization permitting testing.

Management and supervisory personnel will receive training regarding the symptoms of drug and alcohol abuse. This training should include but not be limited to the following:

- a. Recognition/observation tips;
- b. Documentation procedures;
- c. Confrontation/intervention methods;
- d. Referral suggestions and procedures; and
- e. Reintegration procedures.

Refusal to Test

Employees who refuse to submit to a drug and/or alcohol test are subject to immediate termination of employment. A refusal to test includes conduct which is intended to obstruct the proper administration of a test. Failure to remain at the testing site until the testing process is complete and providing a specimen that is altered or substituted are considered refusals to test. Unreasonable delay in providing a urine or breath specimen could be considered a refusal. In the event that an employee cannot provide a sufficient urine or breath specimen, the Company may direct the individual to a physician for purposes of evaluation. If the physician cannot find a

legitimate medical explanation for the employee's inability to provide a specimen, either urine or breath, it will be considered a refusal to test.

Lab Procedures

All testing is done by a lab or medical facility certified by the U. S. Department of Health & Human Services (HHS). Proper chain-of-custody procedures are observed in the collection and transmission of samples. Employees undergoing testing who tamper in any way with the collection and transmission of samples will be subject to disciplinary action, up to and including termination.

Testing Positive

If an initial drug test is positive, a confirmation test will be performed on the same sample. All testing results are kept confidential, unless disclosure is mandated by court order or subpoena. All positive lab test results and refusals to test because of alteration or substitution of the specimen will be reported by the lab to the Company's Medical Review Officer (MRO). The MRO will attempt to contact the employee or applicant to determine, in a confidential setting, if there is any legitimate basis for the test result or refusal to test finding. In the event the MRO determines there is no legitimate basis for the test result, the test will stand as reported. In the event the MRO determines there is an explanation for the test result other than the use or abuse of illegal drugs or alcohol, the test result will be reported back as negative. Employees who have been tested with confirmed positive results may choose at their own expense to have a second confirmation test performed of the same sample as used in the prior tests.

Requirement for Possible Return to Duty

Any employee who engages in prohibited conduct or tests positive, and is not discharged from employment, will generally be provided with the name, address, and telephone number of a qualified Substance Abuse Professional (SAP). If the employee desires to remain employed with the Company, the employee must be evaluated by the SAP and submit to any treatment the SAP prescribes. Following evaluation and treatment, if any, the employee must submit to and successfully complete a return-to-duty drug and/or alcohol test. Such employee is also subject to follow-up testing. Follow-up testing is separate from and in addition to the Company's reasonable suspicion, post-accident, and random testing procedures. The schedule for follow-up testing shall be unannounced and in accordance with instructions of the SAP. Follow-up testing may continue for a period of up to twelve (12) months following the employee's return to duty. No fewer than six (6) tests shall be performed in the twelve (12) month period. The costs of any SAP evaluation, prescribed treatment, return to duty, and follow up testing shall be borne by the employee. The Company does not guarantee or promise a position to the employee should he/she comply with the requirements of this paragraph.

Retesting

If an employee wishes to challenge the laboratory's result, the employee can request a retest of the original sample. The retest can be run by the same or another HHS-certified lab. Request must be made within twenty-four (24) hours after the employee is initially advised of the test result. In the event the retest demonstrates a result different than the original test, the employee will be reimbursed for the cost of the retest.

Employees who fail to cooperate with the Company in carrying out the provisions of this policy, including but not limited to making themselves available for testing, executing the necessary authorization forms, and otherwise allowing the Company to carry out its goals in accordance with this policy are subject to disciplinary action up to and including termination of employment.

Employees with questions about this policy or issues related to drug or alcohol use or testing in the workplace

should raise their concerns with the Office Manager.

Confidentiality

Individual test results for applicants as well as existing employees will be kept strictly confidential. The only time test result information would be released would be in response to any administrative or judicial action initiated against the Company by actions of the employee. The release of any drug testing results other than in the circumstances previously described would only be made following written consent from the tested employee, and such individual who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

B. DOT REGULATED

Purpose

This policy applies to all drivers of commercial motor vehicles regulated by the U.S. Department of Transportation (DOT) which requires mandatory drug and alcohol testing. It also applies to conditional offers of employment for such driver positions.

It is the intention of Severino Trucking Co., Inc. to maintain a safe environment both off and on the road. Our goal is to reduce accidents, and prevent injuries and especially fatalities. Consequently, use of and/or being under the influence of illegal drugs and alcohol is strictly prohibited while on duty or in a company vehicle.

Thomas Severino is the appointed Designated Employer Representative (DER). The DER will receive communications and test results from service agents under this policy. Also, the DER is authorized to take immediate actions to remove employees from safety-sensitive positions and to make decisions concerning the drug and alcohol testing and evaluation processes.

Prohibited Conduct and Consequences of Violation

For purposes of this policy, prohibited conduct includes the following:

1. No driver shall report for duty or remain on duty while having an alcohol concentration of .02 or greater.
2. No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol unless alcohol is manifested and transported as part of a shipment.
3. No driver shall use alcohol while performing safety-sensitive functions.
4. No driver shall perform safety-sensitive functions within four (4) hours of alcohol consumption.
5. No driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until he or she undergoes a post-accident alcohol test, whichever occurs first.
6. No driver shall refuse to submit to a post-accident, random, reasonable suspicion, return-to-duty, or follow-up alcohol or drug test or engage in other conduct that constitutes a refusal to test under this policy.
7. No driver shall report for duty or remain on duty when the driver uses any controlled substance, except when use is pursuant to the instructions of a physician who has advised the driver that

the substance does not adversely affect the driver's ability to operate a commercial motor vehicle.

The list above is not all-inclusive. Drivers are also subject to the Company's Employee Conduct and Disciplinary Action and Employee Conduct and Work Rule Policies as stated in the Employee Handbook.

Any violation of this policy will result in disciplinary action of temporary suspension from work or immediate termination of employment. Such violations may also result in civil or criminal liability.

Required Tests

The following DOT Controlled Substances and Alcohol tests are required:

- Pre-Employment (Controlled Substances test is required – Alcohol test is allowed.)
- Post-Accident
- Reasonable Suspicion
- Random
- Return-To-Duty
- Follow-Up

Please see below for more details on each testing situation.

Pre-Employment Testing

All new hires for driver positions are required to submit to a pre-employment drug test as a condition of employment. No new hire can perform work as a driver until the Company receives a verified negative result from the Medical Review Officer. If the pre-employment drug test provides a positive result, the offer of employment will be rescinded. Pre-employment testing will not be required under the following circumstances:

1. The driver participated in a drug testing program that meets the DOT requirements within the past 30 days, AND
2. While participating in that program, either a) Had a drug test within the past six months OR b) Participated in the random program for the past 12 months; AND
3. No prior employer of the driver has records of violations of any part of the DOT testing requirements within the last six months.

Random Testing

In accordance with DOT requirements and without bias, drivers are subject to unannounced random controlled substances and alcohol testing. Random selections for controlled substances will be made at not less than 50 percent of the average number of driver positions in each calendar year or at a rate established by the Department of Transportation (DOT) for the given year. Random selections for alcohol will be made at not less than 10 percent of the average number of driver positions in each calendar year or at a rate established by the DOT for the given year.

Random selections are to be spread reasonably throughout the calendar year. The probability of an individual being randomly selected in the future is not changed by prior random selections. A characteristic of the DOT

required random selection process is that a driver may be selected for random testing multiples times, or not at all, during any given year.

When a driver is selected at random for either drug or alcohol testing, the testing will be done either by a mobile drug testing unit at the jobsite where the driver is working, or the driver will be directed to a designated collection site. If the driver is directed to a collection site, he/she must proceed to the testing site immediately or as otherwise directed. If the driver who is notified engages in conduct that does not lead to a collection as soon as possible after notification, such conduct may be considered a refusal to test.

Post-Accident Testing

Post-accident testing is required under the following circumstances:

- There is a fatality involved,
- The driver receives a citation for a moving violation **and** an injury occurred requiring medical treatment away from the scene of the accident or,
- A citation for a moving violation was received by the driver **and** a vehicle involved in the accident required towing from the scene of the accident.
-

Post-accident testing needs to be completed as soon as possible after the accident. By law, the driver must complete the alcohol test within two hours following the accident. If not possible, then it must be completed within eight hours. Drug testing must be completed within 32 hours following the accident.

If the police or other governmental authorities conduct a breath or blood alcohol test, or a urine test for controlled substances, the Company is permitted by regulation to use those tests, even though they may not otherwise meet regulatory requirements. The Company may ask the driver to sign a release allowing the Company to obtain such test results. Failure to allow the Company permission to do so will be considered a refusal to test and will result in termination of employment.

In the event a driver is so seriously injured that the driver cannot provide a sample of urine or breath alcohol test at the time of the accident, the driver must provide necessary permission for the Company to obtain hospital records or other documents that would indicate the presence of controlled substances or alcohol in the driver's system at the time of the accident. Failure to allow the Company permission to access those records will be considered a refusal to test and will result in termination of employment.

Documentation is required and will be kept on file for not completing the appropriate drug and alcohol testing within the time periods specified.

Reasonable Suspicion Testing

A driver will be required to undergo drug or alcohol testing when reasonable suspicion exists to believe that the driver has violated this policy or the DOT regulations. Generally, reasonable suspicion will be deemed to exist when a driver manifests physical or behavioral symptoms or reactions commonly attributed to the use of controlled substances or alcohol in violation of this policy or the chronic use or withdrawal effects of controlled substances. Such driver conduct must be witnessed by at least one supervisor trained in compliance with the DOT regulations.

A determination of reasonable suspicion is reported to the Company's DER, and the driver will be transported by a Company supervisor to the nearest testing facility. If the driver refuses, the DER will document the employee's refusal. No further effort shall be made to obtain a specimen from the employee as it is the Company's policy to immediately terminate employment in the event of a refusal to submit to a drug or alcohol test when requested.

Substance Abuse Evaluation, Return to Duty and Follow-Up Testing

A driver who engages in conduct prohibited by this policy or tests positive, and who isn't immediately terminated from employment, will be provided the name, address and telephone numbers of qualified substance abuse professionals (SAP). In order to become re-qualified for a driving position, an evaluation by an SAP is required, and the driver must submit to any treatment plan the SAP prescribes. If evaluation and treatment are agreed to, the driver upon completion of both must submit to and provide a negative controlled substance and/or alcohol test.

Re-qualified drivers are subject to follow-up testing. Follow-up testing is separate from and in addition to the Company's reasonable suspicion, post-accident, and random testing procedures. Follow-up testing will be unannounced and may continue for a period of up to sixty (60) months following the driver's return to duty. No fewer than six (6) tests shall be performed in the first twelve (12) months after return to duty. All costs of the SAP evaluation, prescribed treatment, return-to-duty, and follow-up testing will be the sole responsibility of the driver. The Company does not guarantee or promise a position to the driver should he/she regain qualified status.

Drug Urinalysis

Drug testing will be performed through urinalysis. Urinalysis will test for the presence of drugs and/or metabolites of the following controlled substances: (1) marijuana; (2) cocaine; (3) opiates; (4) amphetamines; and (5) phencyclidine (PCP).

The urinalysis procedure starts with the collection of a urine specimen. The collection will be administered by a collection testing site qualified under the DOT testing regulations. Urine specimens will be submitted to a laboratory certified by the U. S. Department of Health & Human Services (HHS) for testing (HHS-certified laboratory). As part of the collection process, the specimen provided will be split into two vials; a primary vial and a secondary vial. The HHS-certified laboratory will perform initial screenings on all primary vials. In the event the primary specimen tests positive, a confirmation test of that specimen will be performed before being reported by the laboratory to the MRO as a positive.

All laboratory results will be reported by the laboratory to a Medical Review Officer (MRO) designated by the Company's DER. Negative test results shall be reported by the MRO to the Company's DER. Before reporting to the Company a positive test result or a refusal to test because of adulteration or substitution, the MRO will attempt to contact the driver to discuss the test result in a confidential setting to determine whether the reasons for the test result can be medically explained as legitimate. If the MRO is unable to contact the driver directly, the MRO will contact the Company's DER, who shall, in turn, contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. In the MRO's sole discretion, a determination will be made as to whether a result is positive or negative or is a refusal to test. If, after failing to contact the MRO after 3 days or if the driver cannot be contacted at all within 10 days, the MRO may verify the test as positive or as a refusal to test. After any positive verification or refusal to test because of adulteration or substitution, the driver may petition the MRO to reopen the case for reconsideration within 60 days of such determination.

In keeping with the DOT regulations, individual test results for driver/applicants and drivers will be released to the Company's DER and will be kept strictly confidential unless consent for the release of the test results has been obtained or as otherwise allowed under the DOT regulations. Any individual who has submitted to drug

testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

An individual testing positive, or who is deemed to have refused to test because of adulteration or substitution of the specimen, may make a request of the MRO to have the secondary vial tested. The secondary vial must be tested by a different HHS-certified lab than tested the primary specimen. The individual making the request for a test of the second specimen must pre-pay all costs associated with the test. The request for testing of a secondary specimen is timely if it is made to the MRO within 72 hours of the individual being notified by the Company of the test result.

Alcohol Tests

The Company will perform alcohol testing using a device that is on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL) and meets the DOT's testing requirements. This may be a breath-testing device provided through a vendor or agent. The device will be operated by a technician who is certified and trained on the specific device he or she will be operating. If on-site service is not available, the driver shall report to the alcohol-testing site as notified by the Company. The driver shall follow all instructions given by the alcohol technician.

Any initial test indicating a blood alcohol concentration (BAC) of .02 or greater will be confirmed on an evidential breath testing device (EBT) operated by a breath alcohol technician (BAT). The confirmation test will be performed no sooner than 15 minutes and no later than 30 minutes following the completion of the initial test, during which time you must not leave the testing area, eat, drink, smoke, belch, or put anything in your mouth. In the event the confirmation test indicates a BAC of greater than .02, the Company will be notified of the result immediately. If the BAC is .02 to .0399, the driver shall be removed from duty for 24 hours or until his/her next scheduled on-duty time, whichever is longer. Drivers with tests indicating a BAC of .04 or greater are considered to have engaged in prohibited conduct, which may result in disciplinary action up to and including termination. All alcohol tests shall be performed just prior to, during, or just after duty.

Drug and Alcohol Background Check

The Company is required by the DOT to contact each prospective driver's previous employer that he/she drove for within the previous two years. Each prospective driver must provide the Company with written consent to conduct this inquiry into their drug and alcohol testing history. Anyone who refuses to consent to this background check will not be considered for employment.

Refusal to Test

Any prospective employee refusing to submit to a drug and/or alcohol test will not be considered for employment. Any existing employee who refuses to submit to a drug and/or alcohol test will be terminated from employment. A refusal to test includes conduct which is intended to obstruct the proper administration of a test. Failure to remain at the testing site until the testing process is complete and providing a specimen that is altered or substituted are considered refusals to test. Unreasonable delay in providing a sufficient urine or breath specimen could be considered a refusal. In the event that an employee cannot provide a sufficient urine or breath specimen, the Company may direct the individual to a physician for purposes of evaluation. If the physician cannot find a legitimate medical explanation for the employee's inability to provide a specimen, either urine or breath, it will be considered a refusal to test.

Confidentiality

Individual test results for applicants as well as existing employees will be kept strictly confidential. The only time test result information would be released would be in response to any administrative or judicial action initiated against the Company by actions of the employee. The release of any drug testing results other than in the circumstances previously described would only be made following written consent from the tested employee, and such individual who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

STCI HANDBOOK REVISIONS

SECTION	LETTER	DESCRIPTION	DATE OF REVISION
I	B	STCI encourages present employees to refer minority group applicants	3/29/2007
III	K	Voluntary Disability Insurance	10/21/2009
III	L	Voluntary Life Insurance	10/21/2009
IV	C	Direct Deposit	10/21/2009
VI	B	FMLA - Military Family Leave Entitlements	10/21/2009
VI	C	Crime Victim Leave	10/21/2009
VIII	A & B	Added Non-Regulated and DOT Regulated Employee Drug and Alcohol Policy	5/10/2013