



TRUCKING_{INC.}
BARRE / MILTON, VT

EMPLOYEE HANDBOOK

5/1/2020

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1.0 Welcome

1.1 Welcome

Welcome! You are part of a dedicated organization. We hope that your employment with Bellavance will be rewarding and challenging. We take pride in our employees as well as in the service we provide.

You have an important part in our Company's public relations program. Wherever you go and whatever you do, the "spotlight" is on *you*, as a representative of Bellavance. Your words and actions reflect directly on the reputation of Bellavance, as well as on you as an individual. We take pride in using the "personal approach." We consider our customers as friends; and we go out of our way to please the customer. In fact, we want each customer to feel that he or she is our **ONLY** customer. Always keep in mind that the customer's opinion of our company will directly affect our growth, our profitability and your advancement. At Bellavance we have a family corporate culture and we are proud of the reputation our employees have helped us earn!

Please take the time to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and adhere to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. Bellavance reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact your manager.

We wish you success in your employment here at Bellavance!

All the best,

Roland Bellavance, President

Bellavance Enterprises

1.2 At-Will Employment

Your employment with Bellavance is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave Bellavance at any time, with or without notice and with or without cause.

Nothing in this employee handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or of any other guarantee of continued benefits or employment. Only the operations manager or owners has the authority to make promises or negotiate in regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the operations manager or owners.

2.0 Introductory Language and Policies

2.1 *About Bellavance*

Bellavance has been in business since 1950 in Barre VT and was incorporated in 1957. Bellavance has been owned and operated under the guidance of the Bellavance family providing transportation services to the industry and the public successfully for more than 60 years.

Bellavance operates regionally, nationally, and internationally (in Canada) with one of the best reputations in the industry. The majority of Bellavance's business has been obtained through referrals and personal contacts. Our services have sold themselves through the years.

Bellavance has succeeded by achieving continuous improvement in our level of performance in the eyes of customers. Continuous performance improvement will help provide a stable and profitable future for everyone associated with Bellavance. It is necessary for Bellavance to have a dedicated staff that understands and accepts the goals of the owners and management. Each employee must be committed to adhering to the policies and procedures that are designed to ensure the continued growth of Bellavance; this will ensure we maintain the highest quality of support and service for which Bellavance is known by our customers and throughout the industry.

2.2 *Ethics Code*

Bellavance will conduct its business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices.

We expect that employees will not knowingly misrepresent Bellavance and will not speak on behalf of Bellavance unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about our Company or operations, or that of our customers or partners, is to be treated with discretion and only be shared on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.3 *Mission Statement*

It is the mission of Bellavance to continue the success and tradition of this family-run business through actions that constantly reinforce its employees' pride in us and our clients' faith. To be passionate in providing our service, innovative in its planning, and professional in its execution.

2.4 Organization

See Org Chart insert at end of handbook

2.5 Company Facilities

Main Office, 5 South Vine Street, Barre Vermont (physical address is 33 Smith Street)

This facility houses the main administrative functions of Bellavance; human resources, accounting, safety, information services and dispatch department. Adjacent to the main office is our warehouse, wood shop, tractor maintenance facility and fuel pumps. The only parking at this location is for employees that work at this location and for loaded running reefer trailers.

Beck Yard, 20 Blackwell Street, Barre Vermont

This yard is for empty and loaded flatbed and step deck trailers that are ready to go. Trailers in need of repair must be dropped at the Spaulding Yard. Company tractors are also parked in this yard along with the personal vehicle of drivers.

Spaulding Yard, Ayers/Batchelder Street, Barre Vermont

All van and reefer loaded or empty returning trailers must be dropped at the Spaulding Yard, unless the loaded reefer trailer is running then it must be staged at the Vine Street Yard. All trailers in need of repair must be dropped at Spaulding including flatbed and step deck trailers.

Xtreme Clean Truck Wash & Trailer Shop 167 Boynton Street, Barre Vermont

This facility is a truck wash that is open to our fleet and outside customers. The trailer shop's primary function is to service our company trailers. There is no parking at this facility.

Clark Warehouse and Yard 5 Boynton Street, Barre Vermont.

The Clark warehouse is a granite warehouse facility along with a staging area. All dry vans and reefer trailers that are ready to go are staged in this yard. There are a few flatbed trailers in this yard; they are solely for operational support at Clarks.

Milton office and Yard 59 Catamount Drive, Milton Vt.

The Milton office is a full-service satellite location for our equipment with limited administrative services. The parking area for this location is also considered a drop yard. It is imperative that you communicate and follow the Milton drop yard procedures located in the Bellavance yard procedures handout.

2.6 Revisions to Handbook

This employee handbook is our attempt to keep you informed of the terms and conditions of your employment, including Company policies and procedures. The handbook is not a contract. Bellavance reserves the right to revise, add, or delete from this handbook as it determines to be in its best interest. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook and in a posting on the Company portal.

3.0 Hiring and Orientation Policies

3.1 EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Bellavance is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment which is free of harassment, discrimination, or retaliation because of age, race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. Bellavance is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Bellavance will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of Bellavance's Equal Employment Opportunity Policy in a confidential manner. Bellavance will take appropriate corrective action, if and where warranted. Bellavance prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of discrimination or violation of Bellavance's Equal Employment Opportunity Policy.

We are all responsible for upholding Bellavance's Equal Employment Opportunity Policy and any claimed violations of that policy should be brought to the attention of your manager and/or human resource personnel.

Policy Against Workplace Harassment

Bellavance has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

A. Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

While it is not possible to identify each and every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment: (a) unwelcome requests for sexual favors; (b) lewd or derogatory comments or jokes; (c) comments regarding sexual behavior or the body of another employee; (d) sexual innuendo and other vocal activity such as catcalls or whistles; (e) obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature; (f) repeated requests for dates after being informed that interest is unwelcome; (g) retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to Bellavance or any government agency; (h) offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and (i) any unwanted physical touching or assaults, or blocking or impeding movements.

B. Other Harassment

Other workplace harassment is often verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment: (a) the use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to the above protected categories; (b) written or graphic material that insults, stereotypes or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on Bellavance's premises, or circulated in the workplace; and (c) a display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

Any employee who feels that he or she has witnessed, or been subject to, any form of discrimination or harassment is required to immediately notify their manager, human resources manager, or other manager at Bellavance.

Bellavance prohibits retaliation against any employee who, based on a reasonable belief, provides information about, complains, or assists in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. Discipline for violation of this policy may include, but is not limited to reprimand, suspension, demotion, transfer, and discharge. If Bellavance determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, Bellavance may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, Bellavance will follow up

as necessary to ensure no retaliation for making a complaint or cooperating with an investigation.

3.2 Disability Accommodation

Bellavance complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities (including pregnancy-related disabilities). Consistent with this commitment, Bellavance will provide a reasonable accommodation to disabled employees if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship.

If you require an accommodation because of your disability, notify your manager. When making your request for an accommodation, make sure to include relevant information, such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, Bellavance will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Bellavance encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, Bellavance is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on Bellavance.

Bellavance will not discriminate or retaliate against any employee for requesting an accommodation.

3.3 Religious Accommodation

Bellavance is dedicated to treating the religious diversity of all our employees equally and with respect. Employees may request an accommodation when their religious beliefs causes a deviation from Bellavance's dress code, schedule, basic job duties, or other aspects of employment. Bellavance will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that Bellavance will consider are cost, the effect that an accommodation will have on current established policies and the burden on operations, including other employees, when determining a reasonable accommodation. At no time will Bellavance question the validity of a person's belief.

Religious accommodation request forms are available from your manager.

3.4 Conflicts of Interest

Bellavance is concerned with conflicts of interest that create actual or potential job related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. Any actual or potential conflict of interest between an employee of Bellavance and a competitor, supplier, distributor, or contractor to Bellavance, must be disclosed by the employee to their manager. If an actual or potential conflict of interest is determined to exist, Bellavance will take such steps as it deems necessary to reduce or eliminate this conflict.

3.5 Employment of Relatives and Friends

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise which could compromise supervision, safety, confidentiality, security, and morale at Bellavance. It is your obligation to inform Bellavance of any such potential conflict so Bellavance can determine how best to respond to the particular situation.

3.6 Job Descriptions

Bellavance attempts to maintain a job description for each position. If you do not have a copy of a current job description you should request one from your manager. Job descriptions prepared by Bellavance serve as an outline only. Due to the needs of business, you may be required to perform job duties not within your written job description. Furthermore, Bellavance may have to revise, add to, or delete from your job duties according to company needs. On occasion, Bellavance may need to revise job descriptions with or without advance notice to the employee.

If you have any questions regarding your job description, or the scope of your duties, please speak with your manager.

3.7 New Employees and Introductory Periods

Your introductory period is date of hire through first of the month following 90 days. During this period, you will become familiar with Bellavance and your job responsibilities. We will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with Bellavance can be shortened or lengthened as deemed appropriate by management and human resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.8 Training Program

In most cases, and for most departments, employee training is done individually and delegated by the department manager. Even if an employee has had previous experience in their specified functions, it is necessary for them to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, please consult your manager.

3.9 *Employment Authorization Verification*

All new hires and current employees are required by federal law to verify their identity and eligibility to work in the United States. You will be required to complete federal Form I-9 on the first day of employment. If this form and verification of employment eligibility is not completed during the first three days of employment, we are required by law to terminate your employment. If you are currently employed and have not complied with this requirement or if your status has changed, please inform your manager.

4.0 Wage and Hour Policies

4.1 Introduction

An employee's pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, please speak with your manager or accounting department.

4.2 Pay Period

The standard pay period is weekly for all employees. Pay dates are Fridays. Should any pay period fall on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on paycheck dates. Please inquire of your manager if this type of date arises.

4.3 Paycheck Deductions

Bellavance is required by federal, state, and certain local laws to withhold certain deductions from your paycheck. This includes income and unemployment taxes, and FICA contributions (Social Security and Medicare) as well as any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

Contact the payroll department or your manager for any questions about your paycheck.

4.4 Direct Deposit

We encourage all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask the accounting department or human resources for an application form. Typically, the bank will begin the direct deposit of your payroll within 10 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check.

4.5 Recording Time

Federal and state laws require us to keep accurate records of hours worked by nonexempt (hourly) employees. Every nonexempt employee of Bellavance is required to enter his or her hours worked accurately, including all meal periods and any rest periods of more than 20 minutes. It is your responsibility to review your wage statement in a reasonable amount of time and employees are required to notify Bellavance of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntary missed meal or break periods.

Do not complete the time sheet of any other employee or request that they do so for you. Please be sure to indicate your days off. Any changes to your time card must be approved of and initialed by your manager. Time cards are to be turned in to accounting on Tuesdays by 9 AM by your manager.

Falsification of time records or recording time for another employee may result in discipline, up to and including termination of employment.

4.6 Overtime Authorization for Nonexempt Employees

Please reference your department manager regarding OT for your specific position and department.

At certain times Bellavance may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible.

Nonexempt employees must physically work their regular scheduled hours before receiving OT. Using holiday or PTO is not physically working your regular shift.

4.7 Attendance Policy

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your manager. Employees may be required to provide documentation of any medical or other excuse for being absent or late.

Bellavance reserves the right to apply unused PTO to unauthorized absences. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

When taking time off that has not been previously scheduled, you must request approval to be out and we will do everything in our power to make it work. It is unacceptable to send an email informing the team that you will be out of the office prior to receiving approval. Time off that has not been previously scheduled is for illness or emergency situations only. Anything else needs to be scheduled in advance.

We track every employees time off. However, it is your responsibility to keep track of the amount of time you have for the year and to plan accordingly. When your PTO has been exhausted, it is expected that you will be present for the remainder of the year. If you are out of time and there are extenuating circumstances, we will do our best to accommodate those situations.

Please be sure to speak to your manager directly when you need time off whether it is a last-minute emergency or to schedule time off in the future. We will do everything we can to accommodate.

4.8 Job Abandonment

If an employee fails to show up for work or call in with an acceptable reason for the absence for a period of three consecutive days, he or she will be considered to have abandoned his or her job and voluntarily resigned from Bellavance.

4.9 Business Expenses

Any business expense needs prior approval from your manager.

4.10 Rest and Meal Periods

Bellavance strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding rest and meal periods. Please check with your manager regarding procedures and schedules for rest and meal breaks. Bellavance requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, please let your manager know; in addition, notify your manager if you were unable to or prohibited from taking a rest or meal period at the soonest opportunity.

*Under Vermont law, an employer must provide an employee with reasonable opportunities during work periods to eat and to use toilet facilities to protect the health and hygiene of the employee.

4.11 Accommodations for Nursing Mothers

Bellavance will provide nursing mothers reasonable unpaid break time to express milk for their infant children for up to three years following the child's birth.

To ensure privacy, nursing mothers will be provided a private room, other than a restroom, to express their milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

Nursing mothers will also be provided a refrigerator to store their breast milk. Employees are responsible for labeling their milk with their name and the date on which the milk was expressed.

Nursing mothers are encouraged to discuss the length and frequency of breastfeeding breaks with their manager.

Employees who have any questions or concerns regarding this policy should contact their manager.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Performance Improvement – (office employees)

Bellavance will make efforts to periodically review your work performance. The review process will take place on an annual basis.

The review process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Company pay raises and promotions are based on numerous factors, only one of which is job performance.

5.2 Promotions

In an effort to match you with the best job for you and to meet the business needs of Bellavance, you may be transferred from your current job. It is Bellavance's policy to promote from within Bellavance only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

All employees promoted into new job positions will undergo a 90-day introductory period as described in the New Employees and Introductory Periods section. Unlike new hires, however, such employees will continue to receive Company benefits for which they are eligible.

5.3 Pay Raises

Depending on Bellavance's financial health and other factors, efforts will be made to give pay raises consistent with Company profitability, job performance, and the consumer price index. Raises from the consumer price index (cost of living) will be issued in July to employees that have not received a merit or job performance raise. Bellavance may also make individual pay raises based on merit or due to a change of job position.

5.4 Transfer

Bellavance may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by an employee and management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

5.5 Workforce Reductions (Layoffs)

If necessary based upon the needs of the business, management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for management and employees alike, and Bellavance will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

5.6 Standards of Conduct

Bellavance wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all of our employees, clients, customers, and other stakeholders. Every employee has a shared responsibility toward improving the quality of our work environment. By deciding to work for Bellavance, you agree to follow Bellavance's rules.

While it is impossible to list every item that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit Bellavance's right to discipline or discharge employees for any reason permitted by law. In fact, while we value our employees, Bellavance retains the right to terminate an employee on an "at-will" basis.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol and drugs during working hours on Company property (including Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employee.
- Providing knowingly inaccurate, incomplete or misleading information when speaking on behalf of Bellavance or in the preparation of any employment related documents including, but not limited to, job applications, personnel files, employment review documents, intra-Company communication or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment (as defined in our EEO policies) of, any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) of Bellavance or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Bellavance premises during working time (Refer to Nonsolicitation/Nondistribution Policy).
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policies) language in the workplace.

- Outside employment which interferes with your ability to perform your job at Bellavance.
- Gambling on Company premises.
- Lending keys or keycards to Bellavance property to unauthorized persons.

Nothing in this policy is intended to limit employee rights under the National Labor Relations Act.

5.7 Criminal Activity/Arrests

Involvement in criminal activity, whether on or off Company property, during employment may result in disciplinary action including suspension or termination of employment. Disciplinary action depends upon a review of all factors involved, including whether or not the employee's action was work-related, the nature of the act, or circumstances which adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any case in court.

Employees are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled as a result of an arrest may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

Any disciplinary action taken will be based on information reasonably available. This information may come from witnesses, police, or any other source as long as management has reason to view the source as credible.

5.8 Disciplinary Process

Violation of Company policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. Bellavance encourages a system of progressive discipline depending on the type of prohibited conduct. However, Bellavance is not required to engage in progressive discipline and may discipline or terminate an employee when/if he or she violates the rules of conduct, or when/if the quality or value of the employee's work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at will" basis.

In appropriate circumstances, management will provide the employee first with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your manager will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while Bellavance is concerned with consistent enforcement of our policies, Bellavance is not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, employees may be disciplined or terminated without any prior warning or procedure.

5.9 Problem-Solving Procedure

We strive to provide a comfortable, productive, legal, and ethical work environment. To this end, Bellavance wants you to bring any problems, concerns, or grievances you have about the work place to the attention of your

manager and, if necessary, to human resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of Bellavance, management, its employees, vendors, customers, or any other persons or entities related to Bellavance, bring your concerns to the attention of your manager at a time and place that will allow the manager to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate manager. If you have discussed this matter with your manager before and do not believe you have received a sufficient response, or if you believe your manager is the source of the problem, we request you present your concerns to human resources or upper level management. Please indicate what the problem is, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.10 *Outside Employment*

Outside employment which creates a conflict of interest or which affects the quality or value of your work performance or availability at Bellavance is prohibited. Bellavance recognizes that employees may seek additional employment during off hours, but expects, in these cases, that any outside employment will not affect job performance, work hours, scheduling, or otherwise adversely affect the employee's ability to effectively perform his or her duties. Any conflicts should be reported to your manager. Failure to adhere to this policy may result in discipline up to and including termination.

5.11 *Exit Interview*

You may be asked to participate in an exit interview when you leave Bellavance. The purpose of the exit interview is to provide management with greater insight into your decision to terminate your employment; identify any trends requiring attention or opportunities for improvement; and to assist Bellavance in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.12 *Post-Employment Reference Policy*

Bellavance's policy is to confirm dates of employment and job title only. With written authorization, Bellavance will confirm compensation. Please forward any requests for employment verification to human resources.

If the former employee is requested to provide a prospective employer with additional information by way of reference, the employee must sign a form that holds Bellavance and the prospective employer harmless from any claims related to any information provided in response to that reference. Please contact human resources for the release form.

6.0 General Policies

6.1 *Driving Record*

(NON-CDL)

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license and acceptable driving record. Bellavance may run a motor vehicle department check to determine an employee's driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions, must be reported to Bellavance.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. Employees using their own vehicle as a part of their employment duties must provide management with a current proof of insurance statement or card. A new proof of insurance is required every time your policy expires and renews.

6.2 *Use of Company Vehicles*

Company vehicles are to be used for Company business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

Drivers of Company vehicles are to immediately report all infractions or violations while driving a Company vehicle and all restrictions, suspensions, or revocations against their driver's license to their manager, or human resources immediately.

When a Company vehicle cannot be operated, is unsafe for use, or has been damaged, notify a manager immediately.

The driver of a Company vehicle is responsible for the vehicle while in his or her charge and must not permit unauthorized persons to drive it.

The driver is responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

No person shall operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment.

Multiple moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a company vehicle or drive a personal vehicle on company business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, termination of employment is possible.

6.3 *Authorization for Use of Personal Vehicle*

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and

appropriate insurance coverage. Bellavance may run a motor vehicle department check to determine an employee's driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to Bellavance.

6.4 Notice of GPS Monitoring Policy of Company Vehicles

GPS Monitoring and Video Monitoring

Our Company desires to strike the appropriate balance between today's technologies, an employee's desire for privacy, and Bellavance's interests in protecting its vehicles, equipment, and drivers. Due to safety, efficiency, and other business purposes, Bellavance may use GPS technology and/or video technology to monitor the whereabouts and safety of our vehicles at all times.

Questions concerning the use of the system should be directed to human resources. Questions concerning the proper use of any vehicles should be directed to the employee's immediate manager and/or safety manager.

Any employee who abuses the privilege of driving company vehicles will be subject to corrective action, up to and including termination of employment. If necessary, Bellavance will also advise law enforcement officials of any illegal conduct.

6.5 Personnel and Medical Records

Bellavance maintains a personnel and medical file for every employee. Medical records will be kept in a separate folder. Every effort will be made to keep your personnel and medical records confidential. Access is on a "need-to-know" basis only. This includes, but is not limited to, management in reviewing the file for possible promotion, transfer, or layoff.

If an employee wishes to review his or her personnel or medical file he or she may do so after giving Bellavance reasonable notice. Inspection must occur in the presence of a Bellavance representative. All requests by an outside party for information contained in your personnel file will be directed to the human resources department, which is the only department authorized to give out such information.

6.6 Employee Privacy and Right to Inspect

Company property, including but not limited to, lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of Bellavance and is subject to inspection at any time, without notice to the employee, and without the employee's presence. Employees should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, any employee property maintained on Company premises including that kept in desks or company vehicles.

6.7 Voicemail, Email, and Internet Policy

This voicemail/email/internet policy is intended to provide each employee of Bellavance with the guidelines associated with the use of Bellavance's

voicemail/email/Internet systems. This policy applies to all employees, contractors, vendors, partners, or associates, and any others accessing and/or using Bellavance's information systems through onsite or remote terminals.

General Provisions

- All information systems, and all data transmitted or received through these systems, are the exclusive property of Bellavance. No individual should have any expectation of privacy in any communication over these systems. Any individual permitted to have access to Bellavance's systems will be given a voicemail, email and/or Internet address and/or access code, and will have use of systems, consistent with this policy.
- Bellavance reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over these systems. Any individual who is given access to these systems is hereby given notice that Bellavance will exercise this right periodically, without prior notice and without the prior consent of the employee.
- Bellavance's interests in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of Bellavance's computer systems; and/or assisting the employee in the management of electronic data during periods of absence. No individual should interpret the use of password protection as creating a right or expectation of privacy. In order to protect everyone involved, no one can have a right or expectation of privacy with regards to the receipt, transmission or storage of data on Bellavance voicemail/email/internet systems.

Any employee who violates the policies in this handbook will be subject to corrective action, up to and including termination of employment. If necessary, Bellavance will also advise law enforcement officials of any illegal conduct.

6.8 Social Media Policy

At Bellavance, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to Bellavance, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for Bellavance.

Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with Bellavance, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what

you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employee of Bellavance.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

Bellavance cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or company policy. Your personal posts and social media activity should not reflect upon or refer to Bellavance.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of Company trade secrets, intellectual property, and confidential Company-related commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.).
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of Bellavance.
- Never represent yourself as a spokesperson for Bellavance. If Bellavance is a subject of the content you are creating, do not represent yourself as speaking on Bellavance's behalf. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on Company time, unless it is work related as authorized by your manager or consistent with policies that cover Company-owned equipment.

Media Contacts

If you are not authorized to speak on behalf of Bellavance, do not speak to the media on Bellavance's behalf. Direct all media inquiries for official Company responses to human resources.

Retaliation and Employee Rights

Retaliation or any other negative action is prohibited against an employee who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. Employees have the right to engage in or refrain from such activities.

6.9 Employee Suggestions/Open Door Policy

We welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the services of our Company, or meet customer and client needs. Discuss your ideas with your manager or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to Bellavance.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are considered to be the property of Bellavance.

6.10 Company Bulletin Boards

Bellavance maintains several bulletin boards located at all facilities for the purpose of providing employees with its official notices, including wage and hour laws, changes in policies, and other employment-related notices. At times Bellavance may also post information of general interest to the employees on the bulletin board. Please keep informed about this material by periodically reviewing Bellavance bulletin board. Only authorized personnel are allowed to add and remove notices from Bellavance bulletin board.

6.11 Nonsolicitation/Nondistribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, Bellavance has implemented a Nonsolicitation Policy. For purposes of the Nonsolicitation Policy, "solicitation" includes selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation Policy.

Employees are prohibited from soliciting other employees during their assigned working time. For this purpose, working time means time during which either the soliciting employees or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. Employees may conduct solicitations during their lunch period, coffee breaks, or other authorized nonworking time, so long as they do so when the other employees are also on nonworking time. All verifiable non-profit solicitations must be approved by your

manger and put in a designated area. Please do not send company e-mails soliciting donations or purchases.

To avoid inappropriate litter, clutter, and safety risks, employees may not distribute literature or other nonwork related items in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots.

6.12 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Bellavance. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing company uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

Bellavance will make every effort to reasonably accommodate employees with disabilities or with religious beliefs that make it difficult for them to comply fully with the personal appearance policy. Contact your manager to request a reasonable accommodation.

DRESS CODE (office setting)

Because it is rare for customers to be served in person at Bellavance our chief concern is the comfort of our employees, therefore we have chosen to adhere to a business casual dress code. In this setting men are to wear: casual pants (appropriate jeans are acceptable, i.e. not tattered, ripped or have holes), cotton shorts* in the summer and collared shirts. Women may wear a non-collared shirt but it must be business appropriate (no tee shirts or shirts with logos). If you chose to wear shorts, they must be not less than slightly above the knee in length.

In this setting employees should wear clothing that is comfortable and practical for work, but not distracting or offensive to others. Any clothing with words, terms or pictures is not acceptable.

We reserve the right to prohibit piercings and to insist that tattoos and body art be covered while in the workplace and while performing the duties of your employment.

* Please be conscience of shorts in the summer, there is a fine line between business casual and looking like you are headed to a BBQ.

DRESS CODE FOR TRAVEL, CLIENT INTERACTION, TRADE SHOWS

While the office setting can be casual because customers don't visit, traveling to see customers, trade shows or representing Bellavance in the business community requires a more professional look. Khakis, dress pants and a

collared shirt, tucked in is a must for men. Women are to wear a professional skirt, dress or dress pants and appropriate shirt.

FOOTWEAR- OFFICE

Men – dress shoes or like new sneakers

Women – dress shoes, heels or like new sneakers. In the summer months, open toed shoes are acceptable as long as they are professional looking. No flip flops, Teva's, or beach sandals.

If you chose to wear open toed shoes you are NEVER to be in the warehouse or shop. Disciplinary action will occur if you are found in these areas. It is not safe to wear this kind of footwear in those areas. This is for your safety!

- If you have questions about what is appropriate see your direct manager.
- No dress code can cover all contingencies so employees must exert a certain amount of judgement in their choice of clothing for work
- If clothing fails to meet these standards, the employee will be asked not to wear that article of clothing to work again. If the problem persists, the employee may be sent home to change. Progressive disciplinary action will be applied if dress code violations continue.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.13 Company Social Events

Bellavance may periodically hold social events for employees. Please be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties as an employee. Any exceptions to this policy must be in writing and signed by a manager prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, please do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

6.14 Payroll Advances and Loans

Bellavance discourages employee requests for payroll advances or loans. In the event you need an advance or loan against your paycheck for emergency reasons, consult with the operations manager or human resources.

Before Bellavance will agree to advance wages or loan money, you will be required to fill out a promissory note acknowledging the advance or loan and setting forth the terms for repayment including any interest. You will also be required to authorize in writing deductions for repayment directly from future paychecks and to pay the full amount of the advance or loan upon termination of employment.

6.15 Telephone Use

Our phones are principally for work-related communications. Unless there is an emergency, employees are required to limit long distance telephone calls to

business purposes only. Employees should limit personal use of the telephone to brief communications during rest periods where possible. Casual conversation with friends and relatives during working hours is not permitted. Telephone use is subject to the Voicemail/Email/Internet Usage Policy.

6.16 Personal Cell Phone/Mobile Device Use

While Bellavance permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, employees must not permit the use of such devices to interfere with their job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of employee productivity. As a result, employees should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, employees should use their device in a manner that is courteous to those around them. Outside of nonworking time, use of such devices should be kept at a minimum and limited to emergency use only. Employees with devices that have a camera and/or audio/video recording capability are restricted from using those functions on Company property unless authorized in advance by management or used in a manner consistent with the rights of employees to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

Employees are expected to comply with Company policies regarding the protection of the employer's confidential and proprietary information when using personal devices.

While operating a vehicle on company time, Bellavance requires that the driver's personal cell phone/mobile device be turned off. An employee that needs to make or receive a phone call should pull off the road to a safe location unless he or she has the correct hands-free equipment for the device that is in compliance with applicable state laws.

Employees may connect their personal devices to the courtesy Wi-Fi network only. No devices should be connected to Bellavance network.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

Violation of this policy will subject an employee to disciplinary action up to and including termination of employment.

6.17 Mail Use

Employees are required to limit usage of Bellavance's mail service to business purposes only. Do not use Bellavance postage meter for your personal mail. If you notice any suspicious packages or envelopes, please report this to your manager immediately.

6.18 Off-Duty Use of Company Property or Premises

Employees may not use Company property for personal use during working time. Employees are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of

personal use or as the result of negligence. This includes using copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is the policy of Bellavance to control off duty and nonworking hour use of Company facilities either for business or personal reasons. Employees are prohibited from using Company facilities during off duty or non-working hours without the written consent of their manager. Employees using Company facilities during off duty hours or non-Company hours may be required to sign a log-in and log-out sheet maintained by Bellavance or building manager.

6.19 Security

Every employee is responsible for helping to make this a secure work environment. Upon leaving work, lock all desks and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or other similar devices to your manager immediately where applicable. You should refrain from discussing with nonemployees specifics regarding Company security systems, alarms, passwords, etc. It is a Company policy that all workstations have a "lockout" timer installed for workstations that are not in use for longer than 3 minutes.

We also request that you immediately advise your manager of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of Bellavance. Safety and security is the responsibility of every employee and we rely on you to help us keep our premises secure. Do not tape papers to monitors with passwords listed.

6.20 Computer Security and Copying of Software

Software programs purchased and provided by Bellavance are to be used only for creating, researching, and processing Company-related materials. By using Bellavance's hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of Bellavance or developed by Company employees or contract personnel on behalf of Bellavance is and shall be deemed Company property. It is the policy of Bellavance to respect all computer software rights and to adhere to the terms of all software licenses to which Bellavance is a party. The director of information technology is responsible for enforcing these guidelines.

Company users may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject users and/or Bellavance to both civil and criminal penalties under the United States Copyright Act. To purchase or install software, users must obtain the approval of their manager. All software acquired by Bellavance must be purchased through the information technology department.

Users may not duplicate, copy, give software or give access to software to any outsiders including clients, contractors, customers, and others. Company users may use software on local area networks or on multiple machines only in

accordance with applicable license agreements entered into by Bellavance. For questions see your information technology department.

6.21 *Third Party Disclosures*

From time to time, Bellavance may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of Bellavance and should refer any call requesting our position in the matter to your manager. If you have any questions about this policy or are not certain what to do when such a contact is made, please contact your manager.

6.22 *Personal Data Changes*

It is your obligation to provide human resources with all of your current contact information, including current mailing address and telephone number. Please inform Bellavance of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings.

7.0 Benefits

7.1 Regular Full-Time Employees

A regular full-time employee is an employee who has completed his or her introductory period and is regularly scheduled to work in excess of 30 hours per week. Unless stated otherwise, all the benefits provided to employees are for regular full-time employees only. This includes PTO, holiday pay, health insurance, and other benefits coverage. All Company benefits end at 11:59 pm on your last day worked. Employees will be offered Cobra for health, vision and dental benefits. Employees may convert their life policy to an individual policy however the premium may increase. See the benefits administrator for more information or to convert your life policy.

7.2 Regular Part-Time Employees

Any employee who works less than 30 hours per week is considered a part-time employee. Part-time employees are not eligible for Company benefits unless specified otherwise in this handbook or in the benefit plan summaries.

7.3 Temporary Employees

Temporary employees (Seasonal Employees) are hired for a specific period or specific work project, not to exceed six months in duration. Bellavance reserves the right to extend the duration of temporary employment where necessary. Temporary employees are not eligible for employee benefits unless specified otherwise in this handbook or in the benefit plan summaries.

7.4 Exempt Employees

If you are classified as an exempt employee at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are an exempt or nonexempt employee, contact your manager for clarification.

7.5 Health Insurance

Bellavance provides its regular full-time employees with health insurance beginning upon the first of the month following 60 days of employment. Employees have the option of adding their dependent children until age 26 and their spouse/domestic partner if their spouse/domestic partner does not have qualifying, affordable insurance offered by their employer. Medical plan benefits for eligible employees and their dependents are described in detail in the Summary Plan Description (SPD) that is available to all eligible employees. These benefits may be canceled or changed at the discretion of Bellavance, unless otherwise required by law.

Health benefits during Family and Medical Leave Act (FMLA) and/or Parental and Family Leave Act leaves are maintained by Bellavance on the same terms as if the employee continued to work. Please contact the benefits administrator for clarification. In such circumstances, arrangements must be made by eligible employees to pay their share of the health insurance premium on a monthly basis to maintain insurance coverage. Please contact the benefits administrator

to determine the amount of your contribution. Bellavance's obligation to maintain health benefits stops when:

- An employee informs Bellavance of an intent not to return to work at the end of the leave period; or
- An employee fails to return to work when the FMLA entitlement is exhausted; or
- An employee's premium contribution is past due 30 days

Except in cases of serious illness of the employee, for any employee who does not return to work following leave, Bellavance may be entitled to recover the value of any compensation paid to or on behalf of the employee during the leave, except payments for accrued sick leave or vacation leave.

Please understand that plan eligibility does not necessarily mean coverage for all medical treatments or procedures. In addition, under changed circumstances you may be responsible for contributing to the cost of increased premiums. This benefit, as well as other benefits, may be canceled or changed at the discretion of Bellavance, unless otherwise required by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your medical benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Bellavance will mail you information about your COBRA rights.

7.6 Disability Insurance

Bellavance provides all regular full-time employees with the option to purchase employee paid disability income protection when employees miss work due to nonwork related disabilities. Employees are eligible the beginning of the month following 60 days of employment. The terms and conditions for the disability insurance program are outlined in the Summary of Plan Benefit. Please contact the benefit administrator for a copy of the plan provisions.

7.7 Life Insurance

Bellavance provides all regular full-time employees with the option to purchase employee paid life insurance. Employees are eligible the beginning of the month following 60 days of employment. The terms and conditions for the life insurance program are outlined in the Summary of Plan Benefit. Please contact the benefit administrator for a copy of the plan provisions.

7.8 Dental Insurance

All regular full-time employees are eligible for dental benefits the first of the of the month following 60 days employment if the employee does not have other dental coverage.

Please contact your benefits administrator for plan details.

7.9 Vision Care Insurance

All regular full-time employees are eligible for vision benefits the beginning of the month following 60 days of employment. Bellavance pays the full premium for employees vision benefit.

Please contact your benefits administrator for plan details.

7.10 401(k) Plan

All regular full-time employees are eligible to participate in Bellavance's 401(k) plan the beginning of the month following 60 days of employment. Bellavance provides matching funds of 2.5% when the employee contributes 4%. As with your insurance benefits, please refer to your Summary Plan Description (SPD) provided by the benefits administrator for specifics. Should you have any other questions about pension or profit sharing rights, please consult with the accounting department. This benefit, as well as other benefits, may be canceled or changed at the discretion of Bellavance, unless otherwise required by law.

7.11 Continuing Education Policy and Tuition Assistance

We believe in the continuing education of our employees. If Bellavance sends you to a class or training program during normal working hours related to your employment and you are a nonexempt employee, you will be paid training pay for that time. If you are interested in attending an outside class and having Bellavance pay for your attendance, you are required to provide advance written notice indicating a description of the class, including the subject matter, length, and cost. Depending on the type of training, Bellavance may reimburse some or all of the fees, including materials expenses, meals, and transportation. If management approves of your attendance at a noncompany-sponsored class, you will be reimbursed once you have attended, paid for the class and proven that you received a grade of B or better.

7.12 Holiday Pay

Bellavance offers the following paid holidays each year:

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

When a Company holiday falls on a weekend, it may be observed the preceding Friday or the following Monday, if not you will be compensated for the day.

Bellavance reserves the right to close on another day or grant compensating time off instead of closing its offices. You will receive holiday pay if the holiday falls in the week when you are on vacation or leave of absence.

An employee must have satisfactorily completed the introductory period to be eligible for holiday pay. Holiday pay for full-time employees is computed at the straight time rate of your normal work day. In no case may an employee receive more than a normal day's wage for any holiday unless they worked that day in

which case he/she will be compensated accordingly. Driver holiday pay is a flat \$120.00 per day.

7.13 Paid Time Off (PTO)

Paid time off (PTO) provides you with the flexibility to use your time off to meet your personal needs, while recognizing your individual responsibility to manage your paid time off.

You will be issued PTO based on your years of service every January 1; it is up to you to allocate how you will use it for vacation, illness, caring for children, school activities, medical/dental appointments, personal business or emergencies. Bellavance may require you to use unused PTO during disability, family medical leave or any other leave of absence. Unused PTO will be paid out on a pro-rated basis upon termination.

PTO is earned and awarded in 8 hour increments. It does not matter how your work week is structured: i.e. if you work five 8 hour days or 4 ten hour days you still will only be awarded 8 hours of PTO; you may however choose to use 10 hours of PTO when taking this type of leave.

PTO does not replace Bellavance's holiday schedule. We will continue to have designated paid holidays each year.

At the end of the year, you may only exchange 5 days PTO for "pay" so please plan accordingly.

Employees hired after Jan 1, 2018 are issued their time upfront and if their employment is terminated either voluntarily or involuntarily he/she may owe back PTO that was not earned; this would be pulled from the last paycheck.

Eligibility

You are eligible to receive PTO if you are a regular full time employee scheduled to work at least 30 hours per week.

Termination

Unused PTO will be paid out on a pro-rated basis upon termination.

Using Your PTO

The minimum amount of PTO you can use at one time is one hour for hourly employees and a half day for salary employees.

Notice and Scheduling

You are required to provide your manager with reasonable notice and obtain approval prior to using PTO. This allows for you and your manager to prepare for your time off and assure that all staffing needs are met. There may be occasions, such as sudden illness, when you cannot notify your manager in advance. In those situations, you must inform your manager of your circumstances as soon as possible.

In the case of duplicate PTO request, the person with more seniority will be given preference.

7.14 Leaves of Absence (FMLA Covered Employers)

A leave of absence (leave) is defined as an unpaid approved absence from work for a specified period of time for medical, parental, military, or other approved reasons. If an employee finds that he/she must be out of work for more than three days, he or she should contact their manager to determine if a leave of absence may be necessary.

While on leave, an employee must contact their manager at least every 14 days. This provision does not apply to employees taking leave under the Family and Medical Leave Act (FMLA) or the Parental and Family Leave Act (PFLA). Employees taking FMLA and/or PFLA leave should consult the documents they are provided for such leave or should discuss such notification or certification issues with human resources. Failure to contact HR upon request may result in voluntary termination of employment. Failure to return to work upon the expiration of the leave or refusing an offer of reinstatement for which the employee is qualified will also result in voluntary termination of employment.

Required Documentation

All requests for a leave of absence must be made on a Leave of Absence Request Form for the particular leave (FMLA, disability accommodation, military, pregnancy, other medical leave, personal leave, etc.) and submitted to the immediate manager. An employee must provide 30 days' advance notice when the need for the leave or absence is foreseeable; for instance, if medical treatments or other events are planned or known in advance. If the leave of absence is not foreseeable, the employee must provide notice to his or her immediate supervisor as soon as possible. Medical certifications and/or other documentation supporting the need for the leave may be required.

Job Benefits

For leaves other than approved FMLA leaves, Bellavance will offer you cobra for health, vision and dental if the leave will be greater than two weeks. It is the responsibility of the employee to pay for the voluntary benefits during this leave. Family and Medical Leave Act (FMLA) leaves of absence allow for up to 12 weeks of group health insurance continuation coverage in the same manner as if the employee continued to work. The employee must continue to pay his or her portion of the benefits which may be made by payroll deductions (when applicable) or by check which must be submitted to the accounting department each pay period unless other arrangements have been made. If the employee fails to pay his or her portion of the benefits for more than 30 days, the employee's coverage(s) will be terminated.

While on leave other than under the PFLA, employees may be required to use any accrued PTO.

No benefits will be accrued while an employee is on leave. Except as otherwise provided by law, time spent on a leave of absence, except for military reserve duty, will not be counted as time employed in determining an employee's eligibility for benefits that accrue on the basis of length of employment.

Return to Work

Upon return to work, the employee may be required to take a fitness for duty exam or otherwise provide medical clearance.

7.15 Family and Medical Leave Policy

Bellavance recognizes that there are times when an employee may need to be absent from work for an extended period of time due to family and/or medical reasons. As a result, Bellavance will provide eligible employees leave benefits in accordance with the federal Family and Medical Leave Act (FMLA).

A. General

Bellavance will provide eligible employees up to a combined total of 12 weeks of unpaid leave per leave year for the following reasons, as authorized by the specifically applicable statute:

- **Parental Leave:** For the birth or placement of an adopted or foster child;
- **Personal Medical Leave:** When an employee is unable to work due to his or her own serious health condition;
- **Family Care Leave:** To care for a spouse, child, or parent with a serious health condition;
- **Military Exigency Leave:** Under the FMLA, when an employee's spouse, parent, son, or daughter (of any age) experiences a qualifying exigency resulting from military service (applies to active service members deployed to a foreign country, National Guard and Reservists); and
- **Military Care Leave:** Under the FMLA, to care for an employee's spouse, parent, son, daughter (of any age), or next of kin who requires care due to an injury or illness incurred while on active duty or was exacerbated while on active duty. **Note:** Under the FMLA, a leave of up to 26 weeks of leave per 12-month period may be taken to care for the injured/ill service member.

B. Key Policy Definitions

- **Eligible employees** under the PFLA are those who have been continuously employed by our Company for at least one year for an average of at least 30 hours per week. To qualify for FMLA leave, an employee must have performed at least 1,250 hours of service in the 12-month period immediately preceding the date the leave is to begin (need not be consecutive months and under certain circumstances hours missed from work due to military call-up will also be counted). However, employees who do not qualify should contact human resources to discuss other types of leave that might be available for the reasons listed in this policy.
- **Leave year** for the purposes of this policy shall be the 12-month period measured forward from the date of your first FMLA leave usage.
- A **spouse** means a husband, wife, or party to a civil union as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage arose.
- A **son or daughter** for the purposes of parental or family leave is defined as a biological, adopted, foster child, step-child, legal ward, or a child for

whom the employee stood in loco parentis to, who is (1) under 18 years of age or, (2) 18 years of age or older and incapable of self-care because of physical or mental disability. A son or daughter for the purposes of military exigency or military care leave can be of any age.

- A **parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to the employee when the employee was a son or daughter.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual shall be the only next of kin. In appropriate circumstances, employees may be required to provide documentation of next of kin status.
- A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions which may qualify, contact human resources.
- A **health care provider** is a medical doctor or doctor of osteopathy, physician's assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave under the FMLA include:
 - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
 - Attending official ceremonies, programs, or military events;
 - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
 - Making financial and legal arrangements;
 - Attending counseling sessions for the military service member, the employee, or the military service members' son or daughter who is under 18 years of age or 18 or older but is incapable of self-care because a mental or physical disability;
 - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
 - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events is available during a period of 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;

- Parental care when the military family member is needed to care for a parent who is incapable of self-care (e.g. arranging for alternative care or transfer to a care facility); and
- Other exigencies that arise that are agreed to by both Bellavance and employee.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty under the FMLA is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.
- **Family leave** under the PFLA means a leave of absence from employment for the serious illness of the employee, or the serious illness of the employee's child, stepchild, or ward who lives with the employee, foster child, parent, spouse, or parent of the employee's spouse.
- **Parental Leave** under the PFLA means a leave of absence from employment for either the birth of an employee's child or the initial placement of a child 16 years of age or younger with the employee for the purposes of adoption.

C. Notice and Leave Request Process

Foreseeable Need for Leave: If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, employees must give at least 30 days' notice. If 30 days' notice is not practicable, notice must be given as soon as possible. Employees are expected to complete and return a leave request form prior to the beginning of leave. **Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.**

Unforeseeable Need for Leave: If the need for leave is unforeseeable, notice must be provided as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Employees are expected to complete and return the necessary leave request form as soon as possible to obtain the leave. **Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.**

Leave Request Process: To request leave under this policy, employees must obtain and complete a leave request form from their supervisor or human resources and return the completed form to human resources. If the need for leave is unforeseeable and employees will be absent more than three days, employees should contact human resources by telephone and request that a leave form be mailed to their home. If the need for leave will be fewer than three days, employees must complete and return the leave request form upon returning to work.

Call-in Procedures: In all instances where an employee will be absent, the call-in procedures and standards established for giving notice of absence from work must be followed.

D. Leave Increments

Parental Leave: Leave during the employee's pregnancy or for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental Leave must be completed

within 12 months of the birth or placement of the child; however, employees may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave: Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

E. Paid Leave Utilization During FMLA Leave

Employees taking parental, family care, military exigency and/or military care leave under the FMLA must utilize available PTO days during this leave. Employees on personal medical leave must utilize available PTO days during this leave. Employees receiving short- or long-term disability benefits during a personal medical leave will be required to utilize these benefits.

F. Certification and Fitness for Duty Requirements

Employees requesting leave under this policy may be required to provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite the employee's diligent efforts. Failure to timely provide certification may result in leave being delayed, denied, or revoked. In Bellavance's discretion, employees may also be required to obtain a second and third certification from another health care provider at Company expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

Employees requesting a military exigency leave under the FMLA may also be required to provide appropriate active duty orders and subsequent information concerning particular qualifying exigencies involved.

Employees requesting personal medical leave may also be required to provide a fitness for duty certification from their health care provider prior to returning to work.

G. Scheduling Leave and Temporary Transfers

Where possible, employees should attempt to schedule leave so as not to unduly disrupt operations. Employees requesting leave on an intermittent or reduced schedule basis that is foreseeable based on planned medical treatment may be temporarily transferred to another job with equivalent pay and benefits that better accommodates recurring periods of leave.

H. Health Insurance

Bellavance will maintain an employee's health insurance coverage during leave on the same basis as if he or she were still working. Employees must continue to make timely payments of their share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. In this event, Bellavance will notify the employee 15 days before the date coverage will lapse that coverage will terminate unless

payments are promptly made. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period.

Except in cases of serious illness of the employee, under most circumstances, for any employee who does not return to work following leave, Bellavance may be entitled to recover the value of any compensation paid to or on behalf of the employee during the leave, except payments for PTO.

I. Return to Work

Employees returning to work at the end of leave will be placed in their original job or an equivalent job with equivalent pay and benefits. Employees will not lose any benefits that accrued before leave was taken. Employees may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

J. Spouse Aggregation

In the case where an employee and his or her spouse are both employed by Bellavance, the total number of weeks to which both are entitled in the aggregate under the FMLA because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, a husband and wife employed by Bellavance will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed because of an employee's own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency, nor does it apply to leave taken under the PFLA.

K. General Provisions

Failure to Return: Employees failing to return to work or failing to make a request for an extension of their leave prior to the expiration of the leave will be deemed to have voluntarily terminated their employment. Bellavance is not required to grant requests for open ended leaves with no reasonable return date under these policies or as disability accommodations.

Alternative Employment: No employee, while on leave of absence, shall work or be gainfully employed either for himself, herself, or others unless express, written permission to perform such outside work has been granted by Bellavance. Any employee on a leave of absence who is found to be working elsewhere without permission will be automatically terminated.

False Reason for Leave: Termination will occur if an employee gives a false reason for a leave.

7.16 Short Term Family Leave

Bellavance will provide eligible employees up to four hours of short-term family leave in any 30-day period, not to exceed 24 hours in any 12-month period.

Eligibility

To be eligible for leave, employees must have work for Bellavance for at least one year and worked an average of at least 30 hours per week.

Use of Leave

Short term leave may be taken for the following reasons:

- To participate in preschool or school activities, such as parent-teacher conferences, that are directly related to the academic educational advancement of the employee's child, stepchild (including the child of a civil union partner), foster child or ward who lives with the employee;
- To attend or accompany the employee's child, stepchild, foster child or ward who lives with the employee, or the employee's parent, spouse (including same-sex spouse), civil union partner, or parent-in-law to routine medical or dental appointments;
- To accompany the employee's parent, spouse (including same-sex spouse), civil union partner or parent-in-law to other appointments for professional services related to his or her care and well-being; or
- To respond to a medical emergency involving the employee's child, stepchild, foster child or ward who lives with the employee, or the employee's parent, spouse (including same-sex spouse), civil union partner or parent-in-law.

Notice and Scheduling

Employees must provide notice of the need for leave as early as possible, but in no case later than seven days before leave is to be taken, except in the case of an emergency. Emergency means circumstances in which the required seven-day notice could have a significant adverse impact on the family member of the employee. In addition, employees must make a reasonable attempt to schedule appointments, for which short-term leave may be taken, outside of regular work hours.

Increments of Leave

Leave under this policy must be taken in a minimum of two hour increments.

Compensation

Leave taken under this policy is unpaid; however, employees may choose to use any accrued PTO time.

Retaliation

Bellavance will not retaliate against any employee who requests or takes leave in accordance with this policy.

7.17 Military Leave (USERRA)

Bellavance complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (with

amendments) and all applicable state law. Documentation of the need for the leave is required to be submitted to human resources. An employee returning from military leave of absence will be reinstated to his or her previous or similar job in accordance with state and federal law. You must notify your manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits and reinstatement upon return from military leave, please contact human resources.

7.18 Jury Duty Leave

Bellavance encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager as soon as possible to make scheduling arrangements.

If you are an exempt employee, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are a nonexempt employee, you will not be compensated for time spent on jury duty. You may opt to use PTO in place of unpaid leave.

Bellavance reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

Bellavance will not retaliate against any employee who requests or takes leave in accordance with this policy.

7.19 Court Attendance and Witness Leave

Bellavance realizes that, on occasion, an employee may be summoned to appear as a witness in a civil or criminal proceeding. In such cases, you will be provided unpaid leave to attend. Notify your manager as soon as possible to make scheduling arrangements. You may opt to use PTO in place of unpaid leave.

Bellavance reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

Bellavance will not retaliate against any employee who requests or takes leave in accordance with this policy.

7.20 Crime Victim Leave

Bellavance will provide employees unpaid leave from work to honor a subpoena to testify in a legal proceeding if:

- The employee is the victim of the crime at issue in the proceedings;
- The employee is the victim's spouse, child, sibling, parent, next of kin, domestic partner, or legal guardian;
- The victim is a minor, incompetent, or a homicide victim and the employee is the victim's spouse, child, sibling, parent, next of kin, domestic partner, or legal guardian; or
- The employee is the victim's representative.

Although leave is unpaid, employees may choose to substitute any vacation/PTO time during the leave period.

Bellavance will not retaliate against any employee for requesting or taking leave in accordance with this policy.

7.21 Town Meeting Leave

Employees will be permitted to take unpaid leave for the purpose of attending the employee's town meeting, so long as the absence does not conflict with the essential operations of Bellavance. Employees must notify their employer at least seven days prior to the town meeting.

Bellavance will not retaliate against any employee who requests or takes leave in accordance with this policy.

7.22 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work related injuries. Workers' compensation insurance coverage is paid for by the employer and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job, no matter how slightly, you are to report the incident immediately to your manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your manager immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

7.23 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by Bellavance and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from Bellavance.

7.24 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible employees and their beneficiaries to continue health insurance coverage under Bellavance health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Please contact the benefits administrator to learn more about your COBRA rights.

8.0 Safety and Loss Prevention

8.1 General Safety Policy

It is the responsibility of every employee of Bellavance to maintain a healthy and safe work environment. Please report all safety hazards and occupational illnesses or injuries to your manager immediately and complete an occupational illness or injury form as needed. Failure to follow Bellavance's health and safety rules can result in disciplinary action, up to and including termination of employment.

8.2 Drug and Alcohol Policy

Bellavance considers drug and alcohol abuse a serious matter that will not be tolerated. Bellavance absolutely prohibits employees from using, selling, possessing, or being under the influence of illegal drugs, alcohol, or a controlled substance or prescription drug not medically authorized while at their job, on Company property, or while on work time.

Therefore, it is Bellavance's policy that:

1. You may not report to work under the influence of alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized.
2. You may not possess or use alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized while on company property or on company business.

Bellavance also cautions against use of prescribed or over-the-counter medication, which can affect your ability to perform your job safely, or the use of prescribed or over-the-counter medication in a manner violating the recommended dosage or instructions from the doctor. You must have a valid prescription for any prescription medication used while working for Bellavance. Inform your manager prior to working under the influence of a prescribed or over-the-counter medication that may affect your ability to perform your job safely. If Bellavance determines that the prescribed or over-the-counter medication does not pose a safety risk, you will be allowed to work. Failure to comply with these guidelines concerning prescription or over-the-counter medication may result in disciplinary action, up to and including termination of employment.

A violation of this policy will result in disciplinary action, up to and including termination of employment.

* CDL holders - Bellavance will comply with DOT regulations in regard to drug testing.

8.3 Drug-Free Workplace

Americans with Disabilities Act

In addition to complying with the federal Drug-Free Workplace Act of 1988, Bellavance must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA). Individuals who currently use drugs illegally are not individuals with disabilities protected under the ADA when an employer takes action because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

Drug-Free Workplace Policy

Bellavance, in compliance with the federal Drug-Free Workplace Act of 1988, has adopted the following policy that must be adhered to as a condition of employment:

- The unlawful use, possession, manufacture, dispensation, or distribution of controlled substances in all Company work locations is prohibited.
- Any Company employee convicted of a criminal drug statute violation occurring in the workplace must notify his or her manager of the conviction within five days after the conviction. As required by the federal Drug-Free Workplace Act of 1988, Bellavance must inform contracting or granting agencies of such convictions within 10 days after receiving notification from the employee or otherwise receiving notice of a conviction.
- Upon receiving such notification, Bellavance, in conjunction with the location concerned, will take all steps necessary to assure the proper conduct of sponsored projects and programs. If a decision is reached to allow the affected employee to continue employment with Bellavance, the employee must participate in and satisfactorily complete an approved drug abuse assistance or rehabilitation program.

8.4 Nonsmoking Policy

Bellavance is concerned about the effect that smoking and second hand smoke inhalation can have on its employees and clients. Smoking in all Company buildings, client areas, and restrooms is prohibited.

8.5 Policy Against Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Bellavance, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

Bellavance has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to manager in accordance with this policy, any behavior that compromises Bellavance's ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat, or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline, up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to human resources.

9.0 Trade Secrets and Inventions

9.1 *Employee Inventions*

Any employee invention created, in whole or in part, during an employee's work hours, or from the use of Bellavance's equipment or facilities, is a "work for hire" and the property of Bellavance.

Any employee who intends to develop and maintain property rights in any invention, which relates in any way to Bellavance's products or services, is required to obtain a written waiver of this policy, signed by both the employee and company owner.

9.2 *Confidentiality and Nondisclosure of Trade Secrets*

As a condition of employment, Company employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential Company-related commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.). Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from a supervisor. Any employee who has information that leads them to suspect that an employee or competitor is obtaining such information is required to inform their manager or human resources.

Violation of this policy may result in the discipline or termination of any employee, as well as subject the employee to civil liability.

10.0 Customer Relations

10.1 Products and Services Knowledge

As an employee of Bellavance, you are expected to be familiar with the products and services we offer. Take every opportunity to learn the interrelationship between your department or division and the others of Bellavance. We consider our employees to be the best reflection of our business brand and company success.

10.2 Customer, Client, and Visitor Relations

We strive to provide the best service possible to our customers. Our customers support this business and generate your wages. You are expected to treat every customer or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor, vendor or customer during your working time. If you are having problems with a customer, vendor, or visitor, please notify your manager immediately. If a customer or visitor voices a suggestion, complaint, or concern regarding our services, please inform your manager or a member of management. Lastly, please make every effort to be prompt in following up on customer, or visitor orders or questions. Positive customer and visitor relations will go a long way to establishing our Company as a leader in its field.

11.0 Closing Statement

11.1 Closing Statement

Thank you for reading our employee handbook. We hope it has provided you with an understanding of Bellavance's mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful company and a safe, productive, and pleasant workplace.

Roland Bellavance, President

Bellavance Trucking

12.0 Acknowledgment of Receipt and Review

12.1 Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Bellavance Enterprise Employee Handbook and that I have read it, understand it, and agree to comply with it. I understand that Bellavance has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the president of Bellavance. I also understand that any delay or failure by Bellavance to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of Bellavance or effect the right of Bellavance to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Bellavance Enterprises.

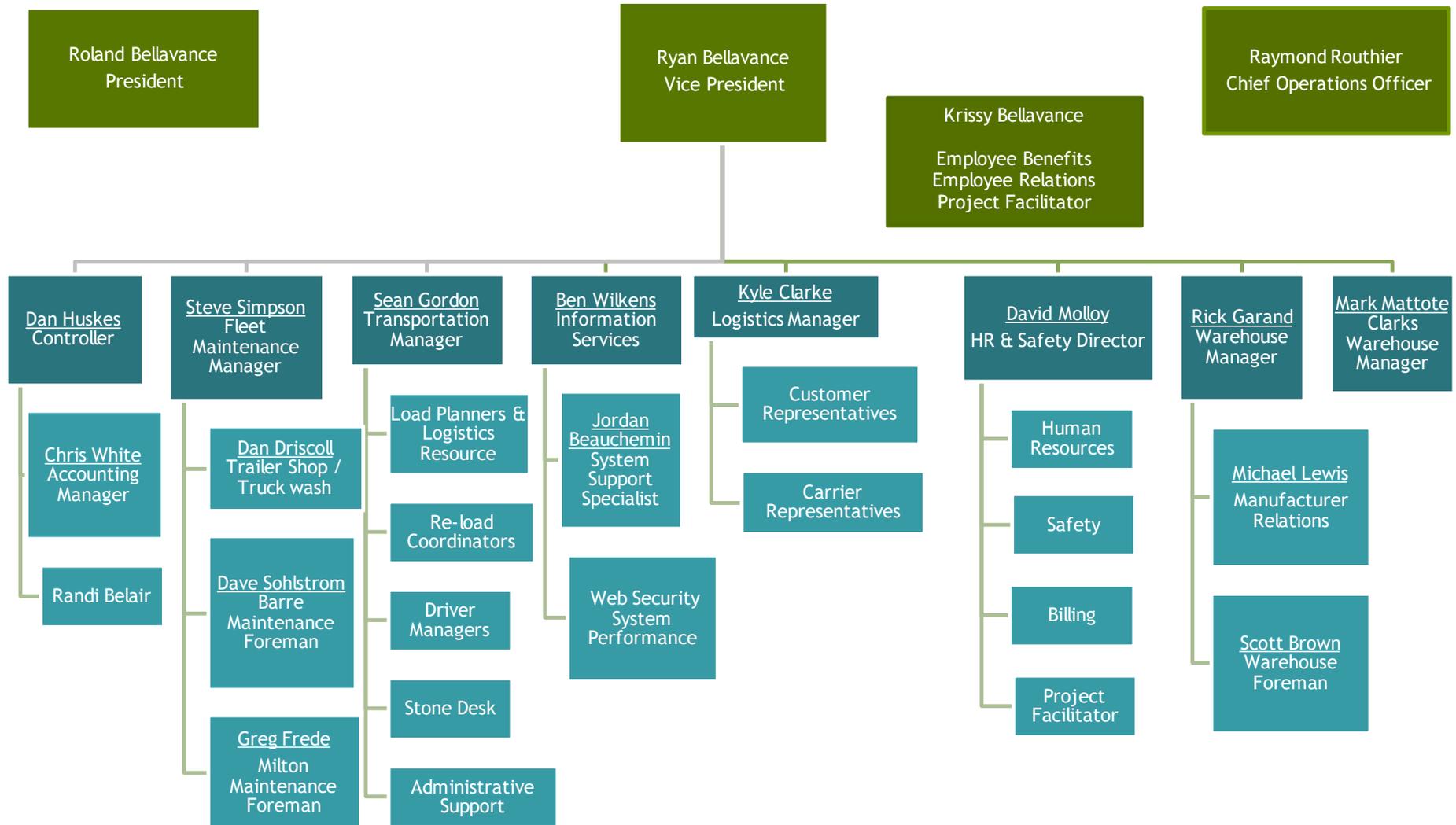
If I have any questions about the content or interpretation of this handbook, I will contact my manager.

Date _____

Signature _____

Print Name

Bellavance Enterprises





DRIVER ADDENDUM TO EMPLOYEE HANDBOOK

We take great pride in the trucking industry and are deeply grateful to our drivers that choose to sacrifice their home time with family and friends to meet customer needs. The following addendum is to make clear our expectations of a Bellavance driver for the sole purpose of helping us to remain competitive, meet our customer and business needs and keep the doors open for another 60 years!

As a driver of Bellavance Trucking, I understand:

- I am expected to work a minimum of 5, "24 hour" periods in a work week.
- When I want time off, I need to request the time a minimum of 7 days prior to the time off. (*Emergencies and illness are the only exception*)
- If I am taking time off, I need to use all available PTO before requesting unpaid time off. Unpaid time off may or may not be approved depending on company needs.
- I understand that only a certain number of drivers can be on vacation at the same time; therefore it is important for me to request time off with as much notice as possible. Bellavance will do their best to accommodate or provide alternate dates.
- Bellavance is NOT responsible or liable for any personal belongings that I leave in company trucks. I understand that if I leave any of my belongings in any vehicle it is at my own risk.
- If my employment at Bellavance is terminated whether it be voluntary or involuntary I have 24 hours to clean my truck out and Bellavance is not liable for belongings left in the truck.
- If I am injured on the job I need to report my injury immediately to my driver manager and complete a report of the injury within 24 hours.
- If I am involved in a crash, I must call my driver manager or after-hours number immediately along with following the crash reporting and prevention procedures. (A crash is our equipment in contact with anything else regardless of how minor I think the damage is.)
- I may be issued a spare (clean) truck when my assigned truck needs to be serviced. If I choose not to take the spare truck I will use available PTO time.

X _____
Date _____