Welcome to Hingham Lumber Company

Thank you for joining Hingham Lumber Company. We sincerely hope that our relationship will be long term and mutually rewarding at HLC. We look forward to the opportunity of working together to create a more successful Hingham Lumber Company and an opportunity for you to grow through your efforts as well as develop at a company that strives to meet or exceed customer expectations.

You have joined an organization that has earned a reputation for providing a high level of customer service, offers quality products and has competitive prices. Credit for this goes to everyone in the organization. We hope you, too, will find satisfaction and take pride in your work here. As a member of Hingham Lumber Company's team, you will be expected to contribute your talents and energies to further improve the environment and quality of Hingham Lumber Company.

This Employee Policy Manual was prepared with the intent to provide basic information and guidance. It may provide answers to most of the questions you may have about Hingham Lumber Company benefit programs, as well as Hingham Lumber Company policies and procedures. You are responsible for reading and understanding this Employee Manual. If anything is unclear, please discuss the matter with your supervisor or Hingham Lumber Company’s human resource representative.

I extend to you my personal best wishes for your success and happiness at Hingham Lumber Company.

Sincerely,

Thomas B. McNulty, President
Hingham Lumber Company
Notice

This Employee Manual has been prepared to inform you of Hingham Lumber Company's history, philosophy, present employment practices and policies, as well as the benefits provided to you as a valued employee.

Some Things You Must Understand

The policies in this Employee Manual are to be considered as guidelines.

- Hingham Lumber Company, at its sole option, may change, delete, suspend or discontinue any part or parts of the policies in this Employee Manual at any time without prior notice as business, employment legislation, and economic conditions dictate.

- Any such action shall apply to current as well as new or future employees.

- Employees may not accrue eligibility for monetary benefits that they have not become eligible for through actual time spent at work.

- Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked.

- No one other than the President of HLC can make any valid or binding offer of employment, wages, benefits or any other condition of employment. Any offer of employment made by the President shall not be considered valid unless such offer has been rendered in writing. No one other than the President may alter or modify any of the policies in this Employee Manual. Any alteration or modification of the policies and statements in this Employee Manual must be made in writing.

- No statement or promise by a supervisor, manager, or department head, past or present, may be interpreted as a change in policy nor will it constitute an agreement with an employee.

- Hingham Lumber Company has the right at its sole discretion to discharge any employee without cause.

Should any provision in this Employee Manual be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Manual, but only that particular provision.

This Employee Manual replaces (supersedes) any and all other or previous Hingham Lumber Company Employee Manuals, or other Hingham Lumber Company policies whether written or oral.
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What Hingham Lumber Company Expects From You

Hingham Lumber Company needs your help in making each working day enjoyable and rewarding. Your first responsibility is to know your own duties and how to do them promptly, correctly and professionally. Secondly, you are expected to cooperate with management and your fellow employees and to maintain a good team attitude.

How you interact with fellow employees, customers and suppliers and how you accept direction can affect the success of your department. In turn, the performance of one department can impact the entire service offered by Hingham Lumber Company. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability.

You are encouraged to grasp opportunities for personal development offered to you. This manual offers insight on how you can perform positively and to the best of your ability to meet and exceed Hingham Lumber Company expectations.

We strongly believe you should have the right to make your own choices in matters that concern and control your life. We believe in direct access to management. We are dedicated to making Hingham Lumber Company a place where you can approach your manager, or any member of management, to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of HLC. (Please take a look at the "Suggestions," Policy under Standards of Conduct section.)

Remember, you help create the pleasant and safe working conditions that Hingham Lumber Company intends for you. The result will be better performance for the Hingham Lumber Company overall and personal satisfaction and recognition for you.

Open Communication Policy

Hingham Lumber Company encourages you to discuss any issue you may have with a co-worker directly with that person. If a resolution is not reached, please arrange a meeting with your supervisor to discuss any concern, problem, or issue that arises during the course of your employment. Any information discussed in an Open Communication meeting is considered confidential. Retaliation against any employee for appropriate usage of Open Communication channels is unacceptable. Please remember it is counterproductive to a team orientated environment for employees to create or repeat corporate rumors or office gossip. It is more constructive for an employee to consult his/her supervisor immediately with any questions.

Outside Employment

Employees may not take an outside job, either for pay or as a donation of her/his personal time, with a customer or competitor of Hingham Lumber Company; nor may they do work on their own if it competes in any way with the sales of products or services we provide our customers.

Suggestions
We encourage all employees to bring forward their suggestions and good ideas about how our Hingham Lumber Company can be made a better place to work, our products improved, and our service to customers enhanced. When you see an opportunity for improvement, please talk it over with your supervisor. He/She can help you bring your idea to the attention of the people in the Hingham Lumber Company who will be responsible for possibly implementing it.

All suggestions are valued and listened to. When a suggestion from an employee has particular merit, we provide for special recognition of the individual(s) who proposed the idea.
Employment

At-Will Employment
Your employment with Hingham Lumber Company is at-will. This means that neither you nor Hingham Lumber Company has entered into a contract regarding the duration of your employment. You are free to terminate your employment with Hingham Lumber Company at any time, with or without reason. Likewise, Hingham Lumber Company has the right to terminate your employment, or otherwise discipline, transfer, or demote you at any time, with or without reason, at the discretion of Hingham Lumber Company.

No employee of Hingham Lumber Company can enter into an employment contract for a specified period of time, or make any agreement contrary to this policy without written approval from the President.

Termination of Your Employment
Hingham Lumber Company will consider you to have voluntarily terminated your employment if you do any of the following:

1. Resign from Hingham Lumber Company,

2. Fail to return from an approved leave of absence on the date specified by Hingham Lumber Company, or

3. Failure to call or report to work.

You may be terminated for poor performance, misconduct, excessive absences, tardiness, discrimination, harassment, or other violations of Hingham Lumber Company policies. However, your employment is at-will, and you and Hingham Lumber Company have the right to terminate your employment for any or no reason.

Confidential Information
Upon accepting employment with Hingham Lumber Company, you were asked to sign a Confidentiality Agreement, which generally provides that you will not disclose or use any Hingham Lumber Company confidential information, either during or after your employment. We sincerely hope that our relationship will be long-term and mutually rewarding. However, your employment with Hingham Lumber Company assumes an obligation to maintain confidentiality, even after you leave our employ.

Additionally, our customers and suppliers entrust Hingham Lumber Company with important information relating to their businesses. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, Hingham Lumber Company earns the respect and further trust of our customers and suppliers.

If you are questioned by someone outside the Hingham Lumber Company or your department and you are concerned about the appropriateness of giving them certain information, you are not required to answer. Instead, as politely as possible, refer the request to your supervisor.
No one is permitted to remove or make copies of any Hingham Lumber Company records, reports or documents without prior management approval. Disclosure or removal of confidential information from site could lead to termination, as well as other possible legal action.

Customer Relations
The success of Hingham Lumber Company depends upon the quality of the relationships between Hingham Lumber Company, our employees, customers, suppliers and the general public. Our customers' impression of Hingham Lumber Company and their interest and willingness to purchase from us is greatly formed by the people who serve them. In a sense, regardless of your position, you are Hingham Lumber Company's representative. The more goodwill you promote, the more our customers will respect and appreciate you, Hingham Lumber Company and our products and services.

Below are several things you can do to help give customers a good impression of Hingham Lumber Company. These are the building blocks for our continued success.

1. Act competently and deal with customers in a courteous, respectful and professional manner.

2. Communicate pleasantly and respectfully with other employees at all times.

3. Follow up on orders and questions promptly, provide polite and businesslike replies to inquiries and requests, and perform all duties in an orderly manner.

4. Take great pride in your work and enjoy doing your very best.

Equal Employment Opportunity
Hingham Lumber Company is committed to the principle of equal opportunity and equal treatment for every current and prospective employee. Employment decisions are based on merit and business needs, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. Hingham Lumber Company complies with the law regarding reasonable accommodation for handicapped and disabled employees.
Harassment Policy
Hingham Lumber Company intends to provide a work environment that is pleasant, professional, and free from intimidation, hostility or other offenses which might interfere with work performance. Harassment of any sort - verbal, physical, or visual - will not be tolerated, particularly against employees in protected classes.

What Is Harassment?
Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statements, pranks, intimidation, physical assaults or contact, or violence. Harassment is not necessarily sexual in nature. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature, and taking retaliatory action against an employee for discussing or making a harassment complaint.

Responsibility
All Hingham Lumber Company employees, and particularly managers, have a responsibility for keeping our work environment free of harassment. Any employee, who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to their immediate supervisor or the management representative with whom they feel comfortable. When management becomes aware of the existence of harassment, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the Hingham Lumber Company to do so.

Reporting
While Hingham Lumber Company encourages you to communicate directly with the alleged harasser, and make it clear that the harasser's behavior is unacceptable, offensive or inappropriate, it is not required that you do so.

If you would like to file a complaint you may do so by contacting:
Nancy Roach                John Burke
Hingham Lumber Company     Hingham Lumber Company
165 CJ Cushing Highway (Route 3A) 165 CJ Cushing Highway (Route 3A)
781-749-4200, x216         781-749-4200, x218

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

Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. Information pertaining to a Sexual Harassment complaint will be shared only on a need to know basis; however, confidentiality cannot be guaranteed. Any employee found to have harassed a fellow employee or subordinate will be subject to severe disciplinary action up to and including termination. Hingham Lumber Company will also take any additional action necessary to appropriately remedy the situation. Retaliation of any sort will not be permitted. No adverse employment action will be taken for any employee making a good faith report of alleged harassment. If any of our employees believes that he or she has been subjected to sexual harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally.
Policy Statement on Sexual Harassment

What Is Sexual Harassment?
Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature when such conduct creates an offensive, hostile and intimidating working environment and prevents an individual from effectively performing the duties of their position. It also encompasses such conduct when it is made a term or condition of employment or compensation, either implicitly or explicitly and when an employment decision is based on an individual's acceptance or rejection of such conduct.

It is important to note that sexual harassment crosses age and gender boundaries and can not be stereotyped. Among other perceived unconventional situations, sexual harassment may even involve two women or two men.

Sexual harassment may exist on a continuum of behavior. For instance, one example of sexual harassment may be that of an employee showing offensive pictures to another employee.

Generally, two categories of sexual harassment exist. The first, "quid pro quo," may be defined as an exchange of sexual favors for improvement in your working conditions and/or compensation. The second category, "hostile, intimidating, offensive working environment," can be described as a situation in which unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature when such conduct creates an intimidating or offensive environment. Examples of a hostile, intimidating, and offensive working environment includes, but is not limited to, pictures, cartoons, symbols, or apparatus found to be offensive and which exist in the workspace of an employee. This behavior does not necessarily link improved working conditions in exchange for sexual favors. It is also against Hingham Lumber Company policy to download inappropriate pictures or materials from computer systems.

Hingham Lumber Company prohibits any employee from retaliating in any way against anyone who has raised any concern about sexual harassment or discrimination against another individual.

Hingham Lumber Company will investigate any complaint of sexual harassment and will take immediate and appropriate disciplinary action if sexual harassment has been found within the workplace. For further information or assistance, employees may also contact:

Massachusetts Commission Against Discrimination
One Ashburton Place, 6th Floor
Boston, MA 02108
(617) 727-3990

Equal Employment Opportunity Commission
(617) 565-3200
How You Were Selected

Hingham Lumber Company is confident that as a result of the mutual selection process undertaken, your employment will prove to be beneficial to Hingham Lumber Company as well as yourself and we look forward to having you join us.

We carefully select our employees through written applications, personal interviews and reference checks. After all available information was considered and evaluated, you were selected to become a member of our team!

This selection process helps Hingham Lumber Company find and employ people who are concerned with their own personal success and the success of Hingham Lumber Company; people who want to do a job well; people who can carry on their work with skill and ability; and people who are comfortable with Hingham Lumber Company and who can work well with our team.

Employee Background Check
Prior to becoming an employee of Hingham Lumber Company, a job-related background check was conducted. As you may know, a comprehensive background check may consist of prior employment verification, professional reference checks, and education confirmation. As appropriate, a credit, criminal, drug and alcohol testing, health examination and/or driving record history may have also been obtained.

Criminal Records
In response to Hingham Lumber Company's zero-tolerance to Violence in the Workplace Policy, Hingham Lumber Company may conduct a post offer, pre-employment criminal background check.

Driver's License and Driving Record
Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license, a clean driving record, and proper licensing or certification to operate such equipment that are acceptable to our insurer. You will be asked to submit a copy of your driving record to Hingham Lumber Company from time to time. Any changes in your driving record must be reported to your supervisor immediately. Failure to do so may result in disciplinary action, up to and including possible termination.

Health Examinations
Hingham Lumber Company reserves the right to require an employee's participation in a health examination to determine the employee's ability to perform his/her essential job functions. This can be done prior to employment and/or at any time during employment. All such health exams shall be paid for by the Hingham Lumber Company.

Standards of Conduct
Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. By accepting employment with us, you have a responsibility to Hingham Lumber Company and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that she/he can fully depend upon fellow workers to follow the rules of conduct, our organization will be a better place to work for everyone.

**Unacceptable Activities**
Generally speaking, we expect each person to act in a mature and responsible way at all times. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed below, please see your supervisor for an explanation.

Note that the following list of Unacceptable Activities does not include all types of conduct that can result in disciplinary action, up to and including termination. Nothing in this list alters the at-will nature of your employment; either you or Hingham Lumber Company may terminate the employment relationship anytime, with or without reason, and in the absence of any violation of these rules.

1. Violation of any Hingham Lumber Company rule or policy; including any action that is detrimental to the best interests of this company, its operations or employees.

2. Violation of security or safety rules, including the failure to report unsafe conditions or accidents. Also any failure to wear required safety equipment and tampering with HLC equipment or safety equipment.

3. Negligence or any careless action, including those actions which could endanger the life or safety of you or another person.

4. Being intoxicated, reporting to work after having consumed or working while under the influence of a controlled substance. Use, possession or sale of a controlled substance in any quantity while on HLC premises, off premises while conducting HLC business, except medications prescribed by a physician which do not impair work performance. Any medication that is prescribed by physician for sickness or injury that may impair work performance should be reported to supervisor and or human resource representative prior to returning to work.

5. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on Hingham Lumber Company property or while on duty.

6. Attempting to or engaging in criminal conduct, including acts of violence, or making threats of violence toward anyone on HLC premises, or when representing HLC; fighting, or provoking a fight on HLC property or while conducting HLC business, or negligent damage of property.

7. Insubordination, including displaying an insubordinate attitude or disrespect toward your supervisor or management or refusing to obey instructions issued by your manager pertaining to your work; refusal to help out on a any assignment.

8. Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.
9. Engaging in an act of sabotage; negligently causing the destruction or damage of HLC Company property, or the property of fellow employees, customers, suppliers, or visitors in any manner.

10. Theft, attempted theft or unauthorized possession of HLC property or the property of fellow employees or others; unauthorized possession or removal of any HLC property, including documents or files from the premises without prior permission from management; unauthorized use of HLC equipment or property for personal reasons; using HLC equipment for profit. This includes the removal of product or equipment from HLC without proper documentation.

11. Dishonesty; falsification, misrepresentation or the intentional omission of critical information pertaining to your application for employment other work records, including lying about the basis or details pertaining to sick or personal leave, falsifying reasons for leave of absence or other information requested by HLC; alteration of HLC records or other HLC documents.

12. Violating a non-disclosure agreement; giving confidential or proprietary Hingham Lumber Company information to competitors or other organizations or to unauthorized Hingham Lumber Company employees; working for a competitor while a Hingham Lumber Company employee; breach of confidentiality of personnel information. This may also lead to legal action.

13. Engaging in conduct which has the potential of creating a hostile or uncomfortable work environment for others, including interfering with another employee on the job, restricting work output or encouraging others to do the same.


15. Immoral conduct or indecency on HLC property or off property, while conducting HLC business.

16. Unsatisfactory or careless work, including the deliberate neglect of job duties; failure to meet production or quality standards.

17. Any violation of HLC Sexual Harassment policy or those acts which are expressly prohibited by state and federal workplace laws including sexual, racial or other unlawfully motivated acts, telling sexists or racist jokes; making racial or ethnic slurs.

18. Ceasing or leaving work before the end of a workday or not being ready to work at the start of a workday, without prior approval of your supervisor.

19. Sleeping or loitering during working hours.

20. Excessive use of HLC telephones, equipment or property, including unauthorized use of computers, products or HLC property for personal use.

21. Smoking in restricted areas or at non-designated times, as specified by department rules.

22. Posting, removing or altering notices on any bulletin board on Hingham Lumber Company property without the permission of an officer of Hingham Lumber Company.
23. Filling your own order or invoicing or ringing up your own order; condoning any such known conduct in others.

24. Obscene or abusive language toward any manager, employee or customer; indifference or rudeness towards a customer or fellow employee; any disorderly/antagonistic conduct on Hingham Lumber Company premises.

25. Speeding or reckless driving of Hingham Lumber Company vehicles.

26. Failure to immediately report damage to, or an accident involving, Hingham Lumber Company equipment and customer property.

27. Soliciting, selling merchandise or collecting funds of any kind for charities or others, without prior approval, during business hours, or at a time or place that interferes with the work of another employee on Hingham Lumber Company premises.

28. Failure to accurately complete your timesheet; alteration of your own timesheet or records of attendance documents; punching another employee’s time card badge or causing someone to alter your timesheet or records.

29. Smoking is restricted to “Smoking Areas Only” and should occur only at break time or lunch.

Introductory Period
Your first sixty (60) days of continuous employment at Hingham Lumber Company are considered an Introductory Period, and during that period you will not be eligible for benefits described in this Employee Manual unless otherwise required by law. This Introductory Period will be a time for getting to know your fellow employees, your supervisor, and the tasks involved in your job position, as well as becoming familiar with HLC products and services. Your supervisor will work with you to help you understand the needs and processes of your job.

This Introductory Period is a "getting acquainted" time for both you, as an employee, and Hingham Lumber Company, as an employer. During this Introductory Period, HLC will evaluate your suitability for employment, and you can evaluate Hingham Lumber Company as well. Please understand, however, that completion of the Introductory Period does not guarantee continued employment, as employment is always at-will. You are free to terminate your employment at any time, with or without reason, and Hingham Lumber Company may choose to terminate your employment at any time, with or without reason.

At the end of the Introductory Period, your supervisor will review your job performance with you. This review will be similar to the job performance review that is held for regular full-time or part-time employees on an annual basis.

Any former employee who has been rehired will be considered a new employee and subject to all conditions.

**Anniversary Date**
The first day you report to work is your “Date of Hire” and upon completion of one year of employment at HLC this date becomes your “official” Anniversary Date. Your Anniversary Date is used to compute various conditions and benefits described in this Employee Manual.

**Immigration Law Compliance**
All offers of employment are contingent on verification of your right to work in the United States. Prior to your first day of work, you will be asked to provide original documents verifying your right to work and, as required by federal law, to sign Federal Form I-9, Employment Eligibility Verification Form. If, on your first day of work, you are unable to properly verify your right to work, you will not be allowed to begin your employment with HLC. If at a later time you are able to secure the proper documents verifying your employment, we cannot guarantee any position or the position you were originally hired for, will be available to you.

**New Employee Orientation**
On or before your first working day, you will be asked to complete employment orientation paperwork. Depending on your department's workload, your supervisor will introduce you to your co-workers and show you the office layout. Please feel free to ask your colleagues any questions not answered during your orientation.

**Work Schedule**

**Business Hours**
We are open for business Monday through Saturday. Our regular hours of operation are from 7:00 AM to 5:00 PM. These days and hours are subject to change, depending on business activity.
Your scheduled hours of work and your lunch break period will be assigned by your supervisor. Overtime may be required for certain positions. When scheduled to work a shift longer than 6 hours, you are required to take a 30 minute lunch break. Time cards will not be adjusted if the assigned lunch break period is not exercised. Should you have any questions concerning your work schedule, please ask your supervisor.

**Attendance**

Hingham Lumber Company would like you to be ready to work at the beginning of your assigned daily work hours, and to complete your projects by the end of your assigned work hours. Please let your supervisor know if you will be away from your work area for an extended period of time and when you expect to return.

**Absence or Tardiness**

From time to time, it may be necessary for you to be absent from work. Hingham Lumber Company is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. Personal/Sick and Vacation days have been provided for this purpose.

If you know in advance that you will be unable to report to work, or if you will arrive late, please notify your supervisor immediately and request this time off through Paycomonline.com Employee Self Service. Failure to notify your supervisor of absence or tardiness will be considered “No Notification” and subject to disciplinary action.

When you need to report an unexpected absence or late arrival, you should first call in to the Reception desk at 781-749-4200 and then also notify your supervisor. If you will be late for your scheduled work shift, please let the receptionist and your supervisor know your anticipated time of arrival. If you are unable to call in yourself because of an illness, emergency or for some other reason, be sure to have someone call for you. Sending an email or text message to your supervisor does not negate the responsibility to call-in your late arrival or absence directly to the Reception desk. Other than the occasion of an emergency, sick and personal call-in notifications to the Reception desk and your supervisor should be received at least 30 minutes prior to your scheduled time of arrival.

Absence from work without notifying your supervisor or the HR administrator will be considered a voluntary resignation.

If you are absent because of an illness for three (3) or more consecutive days, you will be required to submit written documentation from your doctor stating you are able to resume normal work duties before you will be allowed to return to work.

A consistent pattern of questionable absences can be considered excessive, and may be cause for concern. In addition, excessive tardiness or leaving early without letting your supervisor know will be considered a "tardiness pattern" and may carry the same weight as an absence. Other factors, like the degree and reason for the lateness, will be taken into consideration.

Your supervisor will make a note of any absence or lateness, and their reasons, in your personnel file. Be aware that excessive absences, lateness or leaving early may lead to disciplinary action, including possible termination.

**Lunch and Break Periods**
You are entitled to two (2) fifteen (15) minute paid breaks for each 8 hour work day. Normally these breaks will be scheduled at two different intervals, one prior to your lunch period and one after your lunch period. Each employee working a full day (6+ hours) is required to take a thirty (30) minute lunch. The thirty (30) minute lunch break includes the time it takes to pick up lunch on or off site. Break time schedules should be determined by supervisors to eliminate staffing shortages. Lunch will not be compensated for when unused.

**Lunch Room Facility**
For your convenience and comfort, Hingham Lumber Company provides a lunch area. This area is for the use of all employees. It is your responsibility to do your share in keeping this facility clean and sanitary. If the facility is not kept clean and sanitary or break times are abused, HLC retains the right to revoke its use for any or all employees.

**Employment Status**

**Full-Time Employees**
An employee who has successfully completed their introductory period (60 Days) and is employed to work at least forty (40) hours per week is considered a full-time employee.

Unless otherwise specified, full-time employees are eligible for all benefits described in this Employee Manual.

If you were a full-time employee and were laid off, you will be considered a full-time employee upon return to work, provided that you were not laid off for longer than one (1) year.

If you were a full-time employee and have been on an approved leave of absence, upon return you will be reinstated as a full-time employee, provided you return to work as agreed in the provisions of your leave.

**Part-Time Employees**
An employee who is employed to work less than forty (40) hours per week is considered a part-time employee. If you are a part-time employee, please understand that you are not eligible for all benefits described in this Employee Manual, except as granted on occasion, or to the extent required by provision of state and federal laws. The level of benefits available to regular part-time employees will be determined by the average weekly hours worked during the previous year.

**Regular Employees**
Employees hired to work on a regular basis for an indefinite period of time are classified as "regular" employees. Such employees may be either full-time or part-time.

**Hourly and Salaried Employees**
At the time you are hired, you will be classified as either "hourly" or "salaried." This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty (40) hours per workweek. These employees are referred to as "hourly" in this Employee Manual. This means that they are eligible to receive overtime pay.

Exempt employees are managers, executives, and professional staff whose duties and responsibilities qualify them to be "exempt" from overtime pay provisions as provided by the
Federal Fair Labor Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred or promoted.

**Personnel Records and Administration**

The task of handling personnel records and related personnel administration functions at Hingham Lumber Company has been assigned to the HR Administrator. Questions regarding benefits, insurance, wages, and interpretation of policies may be directed to Nancy Roach at the HR desk in the Finance Office.

**Your Personnel File**

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the items listed below, please be sure to notify your supervisor as soon as possible.

1. Legal name
2. Home address
3. Home telephone number
4. Person to call in case of emergency
5. Number of dependents
6. Marital status
7. Change of beneficiary
8. Driving record or status of driver's license, if you operate any Hingham Lumber Company vehicles
9. Military obligations
10. Exemptions on your W-4 tax form
11. Training Certificates
12. Professional License

Upon experiencing a family status change, please notify your supervisor and the HR Administrator within 31 days for benefit modifications, if necessary.

You may view information which is kept in your personnel file if you wish, and you may request and receive copies of all documents you have signed. HLC will comply within five (5) business days when a written request is submitted to either review or request a copy of your personnel file. If you are interested in reviewing your file, contact your Supervisor and/or Employee Benefits Administrator to schedule an appointment. An employee may not request that material be removed from the personnel file unless mutually agreed to by Hingham Lumber Company. Please make arrangements with the HR Administrator. A written and notarized request is required from former employees when requesting a copy or access to their personnel file.

**Your Medical Records File**

All medical records, if any, will be kept in a separate confidential file. Hingham Lumber Company maintains this information in the strictest confidence and may not use or disclose medical information about an employee without the employee first having signed an authorization form permitting such use or disclosure.
Compensation

The goal of Hingham Lumber Company's compensation program is to attract potential employees, meet the needs of all current employees and encourage well-performing employees to stay with our organization. With this in mind, our compensation program is built to balance both employee and Hingham Lumber Company needs.

Wage and Salary Policies

Compensation Philosophy
It is Hingham Lumber Company's desire to pay all regular employees wages and salaries that are competitive with other employers in the marketplace in a way that will be motivational, fair and equitable. Compensation may vary with individual job performance and HLC operating performance and in compliance with all applicable statutory requirements.

Basis for Determining Pay
Several factors may influence your rate of pay. Some of the items Hingham Lumber Company considers are the nature and scope of your job description, what other employers pay their employees for comparable jobs (external equity), what HLC pays their employees in comparable positions (internal equity), and individual as well as HLC performance. It is HLC’s goal to have a current Job Description on hand which broadly defines your job responsibilities.

Pay Period and Hours
Our payroll work week begins on Monday at 12:01 a.m. and ends on Sunday at 12:00 midnight.

Pay Cycle
Weekly Pay Cycle
Payday is normally on Thursday for services performed during the one (1) week period ending the previous Sunday at 12:00 midnight. The weekly pay schedule is made up of fifty-two (52) pay periods per year.

Changes will be made and announced in advance whenever Hingham Lumber Company holidays or closings interfere with the normal pay schedule.

Paycheck Distribution
Paychecks will be distributed after 2:00PM on Thursday, mailed to your home address, or direct deposited to the checking or savings account you specify on the pay dates specified above. Checks will not be distributed prior to 2:00PM on Thursday unless supervisor approval has been given.

Mandatory Deductions from Paycheck
Hingham Lumber Company is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal, state and local income taxes and your contribution to Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and on the information you furnish on your W-4 form regarding the number of personal exemptions you claim. If you wish to modify this number, please request a new W-4 form from your supervisor immediately. Only you may modify your W-4 form. Verbal or written instructions are not sufficient to modify
withholding allowances. We advise you to check your pay stub to ensure that it reflects the proper number of withholdings.

The W-2 form you receive annually reflects how much of your total earnings were withheld for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered garnishments, will be explained whenever Hingham Lumber Company is ordered to make such deductions.

**Direct Payroll Deposit**
Direct payroll deposit is the automatic deposit of your pay into the financial institution accounts of your choice. In addition, it may be possible for you to authorize Hingham Lumber Company to make additional deductions from your paycheck, such as for Christmas Clubs, credit union loan payments, or payroll savings plans. Contact your supervisor for details and the necessary authorization forms.

**Garnishment**
Hingham Lumber Company has the legal obligation to garnish wages as requested by the IRS, Mass Department of Revenue, or through a court judgment. In addition, with your prior written authorization, Hingham Lumber Company has the right to garnish wages for materials you have purchased on your employee account that have gone past due or are remaining on your account when you terminate your services with Hingham Lumber Company.

**Error in Pay**
Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell your supervisor immediately. He/She will take the necessary steps to research the problem, report back to you and to assure that any necessary correction is made promptly.

**Overtime Pay**
If you are an hourly employee, you will be eligible to receive overtime pay at the rate of one and one-half (1 1/2) times your regular hourly wage for all hours worked over forty (40) in one (1) week. If, during that week, you were away from the job because of a job-related injury, paid holiday, jury duty, vacation day, or paid sick time, those hours not worked will not be counted as hours worked for the purpose of computing eligibility for overtime pay.

Please note if you are a non-exempt employee on an approved flexible work arrangement, overtime hours will be computed only on those hours worked in excess of a forty- (40) hour workweek.

All overtime must be approved in advance by your supervisor.

**Work Performed on Holidays**
Hingham Lumber Company follows Federal and State legal guidelines when determining pay rates for holidays that we are open for business and non-exempt employees are required to work. Please refer to our annual Holiday Schedule (posted in the break rooms) for pay rates required for holiday work during the current year.

**Compensatory Time Off**
As per current law, HLC is prohibited from offering compensatory time off (comp time), to any HLC employee, in lieu of overtime pay or overtime hours worked.

**Time Records**
By law, we are obligated to keep accurate records of the time worked by employees. This is done with individual employee time clock cards.

You are responsible for accurately recording your time. No one may record hours worked on another's timecard or timesheet. Tampering with another's time record is cause for disciplinary action, up to and including possible termination, of both employees. In the event of an error in recording your time, please report the matter to your supervisor immediately. Any employee that does not accurately record time on their time card must communicate this with their supervisor. Supervisors will be responsible to discuss changes with the Employee Benefits Administrator. Any changes to weekly time cards will be subject to the approval of the employee’s supervisor and should be reported to the Employee Benefits Administrator by the same. Any violation of HLC’s Time Record policy will be grounds for corrective action up to and including termination.

**Performance and Compensation Reviews**

**Performance Reviews**
Because we want you to grow and succeed in your job, Hingham Lumber Company conducts a formal performance review one (1) time per year for each employee. New employees may be reviewed near the end of their Introductory Period. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

During a formal performance review your supervisor may cover several areas of your responsibilities including but not limited to the following areas:

- The quality and quantity of your work
- Strengths and areas for improvement
- Attitude and willingness to work
- Initiative and teamwork
- Attendance
- Special Project Assignments
- Customer service orientation
- Problem solving skills
- Ongoing professional growth and development

Additional areas may also be reviewed as they relate to your specific job.
Your review provides an opportunity for collaborative, two-way communication between you and your supervisor. This is a good time to discuss your interests and future goals. Your supervisor is interested in helping you to progress and grow in order to achieve personal as well as work-related goals - perhaps he/she can recommend further training or additional opportunities for you. The performance review gives your supervisor an opportunity to suggest ways for you to advance and make your job at Hingham Lumber Company more fulfilling.

Your supervisor can answer any questions you may have about the performance review process.

**Compensation Reviews**

Hingham Lumber Company's compensation reviews usually occur shortly after performance reviews. Any applicable compensation increase will appear in the period following effective date of the increase. Compensation increases may be retroactive in the case of late reviews. Having your compensation reviewed does not necessarily mean that you will be given a compensative increase.

An individual's pay will depend on how consistently he/she performs over a given period of time. During the review, significant performance events that occurred throughout the year will be discussed. The overall performance rating will influence the compensation adjustment.

In addition to individual job performance reviews, Hingham Lumber Company periodically conducts a review of job descriptions to insure that they fully reflect changes in the duties and responsibilities of each position, and that such changes can be recognized and adequately compensated.
Benefits

Hingham Lumber Company is committed to sponsoring a comprehensive employee benefits program for all eligible employees. In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits which will enhance your job satisfaction. We are certain you will agree the benefits program described in this Employee Manual represents a very large investment by HLC.

A strong benefits program is a solid investment in Hingham Lumber Company's employees. HLC will periodically review the benefits program and will make modifications reflective of HLC's financial condition and external practices. HLC reserves the right to modify, add or delete the employee benefits offered.

Eligibility for Benefits

If you are a regular full-time employee, you will enjoy all of the benefits described in this Employee Manual as soon as you meet the eligibility requirements for each particular benefit. Coverage is available to you and your dependents as defined in the Benefit Summary Plan description.

The level of benefits for regular part-time employees will be determined by the average number of hours worked weekly during the previous year. As soon as the eligibility requirements for each particular benefit have been met you will qualify as follows:

- Minimum of 20 hours worked weekly: Vacation, Holiday and 401k
- Minimum of 30 hours worked weekly: Vacation, Personal/Sick, Holiday, Medical, Dental, Disability and 401k

Please note: Part-time employees will be paid only for the holidays that fall on your regularly scheduled work days.

Temporary employees are not eligible for employee benefits.

No benefits are available to you during your Introductory Period, except as otherwise provided by law.

Insurance Coverage

Group Insurance

Hingham Lumber Company is dedicated to the health and well-being of both you and your family. A comprehensive, quality insurance program is made available to you and your family. You become eligible for coverage 60 days from your date of hire, on the 1st day of the month following the completion of your Introductory Period.

The following HLC benefits are provided in accordance with the provisions of each HLC insurance contract:

- Medical Care Coverage
- Dental Care Coverage
- Long Term Disability Insurance
- Short Term Disability Insurance
- Group Term Life Insurance up to $50,000 (Company Paid)
- Employee Education Assistance Program up to $5,000 per year (refer to educational assistance section)

**Medical and Dental Insurance**
Upon enrolling, you will obtain Summary Plan Descriptions describing your Healthcare benefits in detail. Hingham Lumber Company will contribute a certain percentage towards the cost of Medical and Dental coverage as set forth in the Summary Plan Description. Applicable employee contributions will be automatically deducted from your paycheck.

Today's many healthcare insurance plans and options can be confusing and complicated. That is why Hingham Lumber Company has taken the time to carefully review the coverage and plans available. We have selected the plans we feel provide the best coverage for our employees. Refer to the literature provided by our insurance carriers for details on your health / dental coverage.

According to the federal Consolidated Omnibus Budget Reconciliated Act (COBRA) of 1985, in the event of your termination of employment with Hingham Lumber Company or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents may have the right to continued coverage under our health and dental insurance programs for a limited period of time at your own expense. Consult the Employee Benefits Administrator for details.

**Disability Insurance**
If you are a full-time, regular employee, you will be eligible to participate in Hingham Lumber Company's disability plan which is paid for by the employee. Disability insurance is designed to provide income continuation should you become partially or totally disabled and are unable to perform the essential functions of your job.

**Life and Accidental Death and Dismemberment Insurance**
If you are a regular full-time employee of Hingham Lumber Company, you can elect to be covered by our Life Insurance program which is funded by the employee. This insurance is payable in the event of your death, in accordance with the policy, while you are insured. You may change your beneficiary whenever you wish by submitting the appropriate documents to your insurance representative. Refer to the literature provided by Hingham Lumber Company’s insurance carrier located at Employee Benefits Administrator’s desk.

**Retirement Plan (401K)**
Hingham Lumber Company has a Retirement Plan to provide eligible employees (those who have completed sufficient service) with a monthly benefit upon retirement. All regular full-time employees and part-time employees who work at least one thousand (1,000) hours per year are eligible to participate in the Retirement Plan. Participation in the Plan begins one year from your date of hire on the first day of the month following your first anniversary.
The details regarding Hingham Lumber Company and employee contributions, vesting, administration, and investments are provided in the Summary Plan Description, which was given to you, along with this Employee Manual, when you were hired.

**Statement of Employee Retirement Income Security Act (ERISA) Rights**

As a participant of Hingham Lumber Company's Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan members shall be entitled to:

- Examine all Plan documents, at the Plan Administrator's office, without charge. This includes insurance contracts and copies of all documents filed by the Plan with the U.S. Department of Labor. Examples of this include detailed annual reports and Plan descriptions.

- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's financial report. The Plan Administrator is required by law to furnish each member with a copy of this Summary Annual Report.

In addition to creating rights for Plan members, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan members and beneficiaries. No one, including your employer, may terminate you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for denial. You have a right to have the plan reviewed and your claim reconsidered.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

**Other Benefits**

**Education Assistance**

We feel an individual who possesses a desire to continue their education, in addition to performing their full-time job, shows a commitment to improving themselves and their position within Hingham Lumber Company. To encourage and reward these individuals, HLC offers an Education Assistance benefit.

Full-time employees may continue their education in a related field and HLC may reimburse all or part of the registration and tuition costs up to a maximum of $5,000 per year. All courses must be pre-approved by Tom McNulty or John McNulty, HLC owners. Once the course is completed, submit a certified transcript of grades with receipts for expenses to the Finance Office. Hingham Lumber Company will reimburse you as described below for the portion of the fees that were pre-approved. This may include fees for registration, tuition, books, and additional lab fees. Incentives have been established to reward better than average performance.
Reminder: If you are taking a pre-approved seminar that offers continuing education credit, be sure to provide the Employee Benefits Department with a copy of the Continuing Education Credit Certificate (or other document) to include in your personnel file.

In order to qualify for this Education Assistance benefit you must:

1. The course must be job-oriented and offered by an approved educational institution. Prior to enrollment, an outline of the course and explanation detailing how this course will positively effect your skills and job performance at Hingham Lumber Company. This must be pre-approved by Tom or John.

2. The amount of course reimbursement is based on the final grade you receive for the course, as follows:
   - A = 90%
   - B = 85%
   - C = 75%
   - below C = 0%

3. You must have at least one (1) year of full-time service with Hingham Lumber Company.

4. Hingham Lumber Company maintains the right to discuss payment options if alternative sources of payment are available to the employee.

In addition to educational assistance for formal education, Hingham Lumber Company may arrange training programs which enable you to progress in your technical knowledge of our business. If you become aware of a particular seminar that you believe is appropriate for enhancing your skills (and/or those of other employees), please bring it to the attention of Tom McNulty or John McNulty. Since these seminars are usually offered only at specified times within a geographical area, please be sure to notify Tom or John as far in advance as possible. They may then attempt to schedule workloads to accommodate your (and/or other employees') desire to attend the seminar. Keep in mind your department's budget restrictions and need for customer service coverage may have an impact on obtaining approval.

Employee Purchases of Hingham Lumber Company's Product

Employees giving discounts to friends is one of the most common abuses any company can face. We understand that it can be tempting to give friends a "good deal."

This is Hingham Lumber Company's policy concerning employee discounting:

The employee purchase privilege is offered for the use of employees and the members of their immediate family. Under no circumstances should Hingham Lumber Company products be removed from the premises unless accompanied by a receipt from Hingham Lumber Company. Employees are permitted to buy Hingham Lumber Company products at a discount for personal use but it is an abuse of the employee purchase privilege to buy items from Hingham Lumber Company on behalf of people outside your immediate family. It is also unacceptable to purchase Hingham Lumber Company merchandise for resale. Hingham Lumber Company considers such behavior a form of theft and violators will be treated accordingly.

Merchandise must be checked out by someone other than you. The purchase may be paid for by check (with invoice number on the check) or charged to Hingham Lumber Company. If you charge the purchase to Hingham Lumber Company, you must pay the account in full within thirty (30) days or the outstanding balance will be deducted in full from your next paycheck. Non-stock items must be paid for within regular terms and are not returnable or exchangeable. No merchandise should leave Hingham Lumber Company without the proper documentation regardless of who or what organization the product is intended for.
Leaves

Both paid and unpaid time off may be granted to eligible employees, according to the following leave policies. Please consult your supervisor or Employee Benefit Administrator for further information.

Paid Leaves
In the interest of maintaining a healthy balance between work and home, eligible regular full-time and part-time HLC employees, on a pro-rated basis, receive paid time off.

*Time off pay is calculated using your base hourly rate and it excludes overtime compensation, if any.

**Holidays**

**Day Off Holidays**
Regular full-time employees and part-time employees scheduled to work 20 hours or more per week are eligible for holiday pay. Part Time employees will be paid when the holiday falls on your regularly scheduled work day. The number of hours paid for the day will be based on your average work day but not exceeding 8 hours total. Holiday hours are excluded from any weekly overtime pay calculation.

**Worked Holidays**
All non-exempt hourly employees will be paid at the hourly rate designated by state and federal laws. The rates vary for individual holidays. Please refer to the current holiday listing posted in the break room area.

We have listed the open/closed status of holidays below. Within state and federal guidelines, the status is subject to change at the discretion of the owners of Hingham Lumber Company.

The following holidays are recognized by Hingham Lumber Company as paid holidays where the business is **closed**:  
- New Year’s Day  
- Memorial Day  
- Independence Day  
- Labor Day  
- Thanksgiving Day  
- Christmas Day

The following holidays are recognized by Hingham Lumber Company as holidays where the business is **open**:  
- Martin Luther King Day  
- Presidents’ Day  
- Patriots’ Day  
- Columbus Day  
- Veteran’s Day

You may take time off to observe your religious holidays. If available, a full day of unused vacation, sick, or personal leave may be used for this purpose, otherwise you won't be paid for this time off. Please schedule the time off in advance with your supervisor.

All national holidays are scheduled on the day designated by common business practice. In order to qualify for holiday pay, you must work the scheduled workday immediately before and after the holiday. Only pre-approved excused absences will be considered exceptions to this policy.

If a holiday occurs during your scheduled vacation, you are eligible for the holiday pay.

You are not eligible to receive holiday pay when you are on an unpaid leave of absence or an unexcused absence prior to or after the holiday.
Vacations
Vacation is a time for you to rest, relax, and pursue special interests. Hingham Lumber Company has provided paid vacation as one of the many ways in which we show our appreciation for your work, knowledge, skills, and talents; all of which contribute to making HLC a leader in its field.

Regular full-time employees and part-time employees working a minimum of twenty (20) hours per week are eligible to accrue paid vacation on a pro-rated basis. Vacation hours begin accruing on your hire date.

Amount of Vacation
Eligible employees accrue vacation for each month of service. The vacation accrual rate is based on length of employment (from your date of hire) and average hours worked up to forty hours (40) per week, as follows:

<table>
<thead>
<tr>
<th>Full Time Employee Years of Service</th>
<th>Benefit: Years of Service Entitlement</th>
<th>Part Time Employee Benefit: Years of Service Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1</td>
<td>1 Week</td>
<td>1</td>
</tr>
<tr>
<td>2 – 5</td>
<td>2 Weeks</td>
<td>2 -5</td>
</tr>
<tr>
<td>6 - 10</td>
<td>3 Weeks</td>
<td>6-10</td>
</tr>
<tr>
<td>Over 10</td>
<td>4 Weeks</td>
<td>Over 10</td>
</tr>
</tbody>
</table>

Vacation Policies
Hingham Lumber Company will always try to let you use your vacation time as desired, but vacations cannot interfere with your department's operation. Therefore, your vacation must be approved by your supervisor at least three (3) weeks in advance. If any conflicts arise in vacation requests, preference will be given to the employee with the longest length of continuous service.

Normally, only accrued vacation may be taken. You may not receive advance vacation pay (for vacation time taken in excess of your vacation accrual balance) without your written request to and authorization from your supervisor. Such authorization is at the discretion of your supervisor, and must be granted in advance of your vacation.

All vacation time must be taken in full week increments, unless otherwise authorized in writing. Specific vacation dates must be approved by your supervisor. Your supervisor has the responsibility to maintain adequate staffing levels and has the authority to limit the approval of vacation requests in order to meet operational needs. Requests will normally be granted as long as your absence will not seriously affect Hingham Lumber Company's operations. Usually, only one employee may be out on a vacation day in a department at any one time. All vacation time must be used in the calendar year it is earned. Unused vacation time will not be compensated for or rolled over to the next year. Fifty percent (50%) must be used during the months of January, February, March and October, November, December. Hingham Lumber does not provide a carryover of vacation time provision.

If you have unused accrued vacation days upon the termination of your employment with Hingham Lumber Company, you will be paid for that time at your regular base hourly rate.

Sick/Personal Leave
Regular full-time employees and part-time employees working a minimum of thirty (30) hours per week are eligible to accrue paid sick leave on a pro-rated basis. Sick Leave time begins accruing on your hire date.
Amount of Sick/Personal Leave
All eligible Regular Full Time and Regular Part Time employees who have completed one full year of employment will be eligible for three(3) Sick Days per year and two(2) personal days. This benefit is calculated based on your average hours worked per week not to exceed forty(40) hours or eight hours(8) per day of benefit.

If you are an hourly employee, you may use your sick leave in units of no less than four (4) hours at any one time. Please let your supervisor know that you will be absent from work due to illness as early as possible. Normally, only accrued sick leave may be taken.

In addition to utilizing sick leave in the event of your own illness, sick leave may also be used for the purpose of visiting doctors, dentists or other recognized health care practitioners. Sick leave may also be used for the purpose of tending to a serious illness suffered by a member of your immediate family, in the event the illness requires your personal time and attention. For purposes of this policy, immediate family includes spouse, child, parent, or sibling living in your home.

Doctor’s Authorization to Return to Work
Hingham Lumber Company may, in its sole and absolute discretion, require a doctor's certificate verifying the necessity for absence(s) and the specific illness, injury, or other disability to which the absence is attributed.

In the event of an illness or injury which is covered by Workers' Compensation insurance, this Sick Leave Policy will not apply, but will defer to state statutes. A doctor’s notice of your eligibility to return to work will be required following a Workers’ Compensation absence.

Accumulation Rights
Sick leave not used during the year will be paid for at your regular base rate at the end of the year. All unused sick time will be paid out at the end of the year.
### Paid Time Off Benefit Accrual Calculator

<table>
<thead>
<tr>
<th>Average Weekly Hours</th>
<th>Years of Service</th>
<th>Type of Benefit</th>
<th>Annual Accrual in Hours</th>
<th>Weekly Accrual in Hours</th>
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<tbody>
<tr>
<td>40</td>
<td>1+</td>
<td>Vacation</td>
<td>40</td>
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</tr>
<tr>
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<tr>
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<td>160</td>
<td>3.08</td>
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<tr>
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<td>1+</td>
<td>Sick</td>
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</tr>
<tr>
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<td>1+</td>
<td>Personal</td>
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 Funeral (Bereavement) Leave
Up to three (3) working days of leave with pay (not charged to other leave time) shall be granted to regular, full-time employees upon request to make arrangements for and attend funeral services of the employee’s spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, granddaughter, grandson, daughter-in-law, son-in-law, step-parent, domestic partner, brother, sister, brother-in-law, sister-in-law, daughter or son of the employee’s spouse or domestic partner, and any relative living in the household of the employee or domestic partner.

HLC reserves the right to request supporting documentation pertaining to the employees request to utilize Funeral Leave benefits, prior to approving leave for this purpose.

Funeral leave pay will only be made to employees for actual time spent away from work for the funeral or its arrangements. For example, if the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you will not receive holiday or vacation pay in addition to paid funeral leave.

Jury Duty
It is your civic duty as a citizen to report for jury duty whenever called. If you are called for jury duty, you must notify your supervisor or designated Hingham Lumber Company representative upon receipt of your Jury Duty Notification.

Hingham Lumber Company will permit you to take the necessary time off. In accordance with Mass State Law, HLC will pay juror-employees for the first three days of juror service. The Commonwealth compensates jurors at a rate of $50 per day starting on the fourth day of jury duty.

In order to receive jury duty pay, you must present a Certificate of Service to your supervisor or designated Hingham Lumber Company representative. All jurors who appeared for jury service, whether they participated in a trial or not, are mailed a Juror Service Certificate about one week after their date(s) of service.

Unpaid Leaves
Occasionally, for medical, personal, or other reasons, you may need to be temporarily released from the duties of your job with Hingham Lumber Company. It is the policy of Hingham Lumber Company to allow its eligible employees to apply for and be considered for certain specific leaves of absence.

Time off for any reason during a working day will count first against your allotted sick or personal days, as appropriate, in hourly, quarter day, half day or full day increments. Once you have used all of your allotted sick or personal days, the time may be counted against your allotted vacation time. Thereafter, unless specifically exempted, any time off will be without pay.

Failure to return to work as scheduled from an approved leave of absence or to inform your supervisor of an acceptable reason for not returning as scheduled will be considered a voluntary resignation of employment.

All requests for leaves of absence shall be submitted in writing to your supervisor. Each request shall provide sufficient detail such as the reason for the leave, the expected duration of the leave, and the relationship of family members, if applicable.
There are several types of unpaid leave for which you may be eligible.

**Family / Medical Leave of Absence**

Hingham Lumber Company will not discriminate against employees as a result of the approved use of the Family Care or Medical Leave or a proper request for such leave.

In general, a leave of absence is an official authorization to be absent from work **without pay** for a specified period of time. Eligible employees may be entitled to job-protected family or medical leaves of absence if they are unable to come to work due to pressing family or medical concerns as described within this Family / Medical Leave of Absence Policy, which shall be administered in accordance with applicable state and federal laws as follows:

1. Employees are eligible if they have been actively employed for twelve (12) months, and worked at least 1250 hours (an average of twenty-five (25) hours per week) during those twelve (12) months. This twelve- (12) month period "rolls back" from the date of leave to the prior twelve- (12) month period.

2. Employees may request one (1) or more Family Care or Medical Leaves, however, the total amount of leave taken cannot exceed twelve (12) work weeks in any twelve- (12) month period. You may request an intermittent leave or reduced schedule leave to care for a seriously ill family member if you have a serious health condition that warrants such a request.

3. A Family Leave shall be granted upon the birth or adoption of a child of the employee, or upon the serious health condition of the employee's child, spouse, or parent.

4. A Medical Leave shall be granted upon the employee's own serious health condition.

5. Employees shall be required to give thirty (30) days advance notice in the event of a planned medical treatment. To assist us in arranging work assignments during your absence, we ask that you give us prior notice, to the extent possible, of an expected birth or adoption, as well as an indication, to the extent known, of your expected return date. To facilitate your return to work, we also ask that you provide us with two (2) weeks advance notification of your intended return date. Failure to do so may delay your return date. In appropriate circumstances, we may require you to be examined by a Hingham Lumber Company designated physician, at Hingham Lumber Company’s expense, prior to returning to work.

6. For purposes of this policy, a child is defined as a natural, adopted, or foster child, a stepchild or a legal ward. If the child is over eighteen (18), he/she must be unable to care for himself/herself due to a serious illness.

7. A parent is defined as the employee's or his/her spouse's natural, adoptive, or foster parent, stepparent, or legal guardian.

8. A serious health condition is defined as a disabling physical or mental illness, injury, impairment, or condition involving 1) inpatient care in a hospital, nursing home, or hospice; or 2) outpatient care requiring continuing treatment or supervision from a health care professional.
9. Leave of absence rights available to you under other sections of our policy shall be counted towards the total time off available under this section.

10. A Family Care Leave that relates to the birth or adoption of a child must be completed within twelve (12) months of the birth or adoption.

11. Upon completion of a leave granted under this section, you shall be reinstated to your original position, or an equivalent one.

12. If, due to your own medical circumstances, you are no longer able to perform your original job, we will attempt to transfer you to alternate suitable work, if available.

13. You must use any accrued vacation or other accrued paid time off, during your Family Care or Medical Leave. If the leave is related to your own serious health condition, you must use any accrued sick leave during your medical leave.

14. While on a leave of absence provided for under this policy, we will continue your group health insurance benefits under the same terms as provided to other employees, for up to a maximum of twelve (12) weeks leave during any one (1) year period. If your leave extends beyond twelve (12) weeks, you shall be offered the opportunity to purchase continuing coverage under state and federal COBRA continuation rules.

15. Other accumulated fringe benefits such as retirement, service credits, sick pay, vacation pay, and the like, shall be preserved at the level accrued as of commencement of the leave, but shall not accrue further during any such leave period.

16. The compensation allowances while on disability leave are based on an employee's length of service, as well as the state in which she/he is employed. Disability laws may vary from state to state, and at all times our disability leave policy will be in compliance with the laws of the state in which you are employed.

17. During a period of disability, you may be eligible for disability pay benefits. Please refer to the applicable plan documents for details on eligibility, benefit amounts, and other particulars.

18. If additional Family Care or Medical Leave is required you must, prior to expiration of the Family Care or Medical Leave, submit additional certification to Hingham Lumber Company.

19. Should you seek a leave of absence for reasons other than described above, we will evaluate such a request based on particular circumstances present at that time, including but not limited to your current and anticipated work responsibilities, performance, and Hingham Lumber Company needs. Hingham Lumber Company reserves the right to refuse such a request at its sole discretion.

**Disability (Including Pregnancy) Leave of Absence**
Hingham Lumber Company may grant an unpaid leave of absence for illness, disability or pregnancy. To request a Disability Leave of Absence from your supervisor, you should submit, or have someone submit for you, a statement of ill health or disability from your doctor. (Pregnancy is treated, for the purposes of this policy, the same as an illness or disability.) An
approved disability leave may be granted for up ninety (90) days. If necessary, you may request extensions in thirty (30) day increments for a maximum of one (1) year. Whenever possible, you are required to give as much notice as possible of your pending need for a Disability Leave of Absence.

In the case of pregnancy, please inform your supervisor as soon as possible, but at least no later than two (2) weeks prior to the leave, of the date you and your doctor anticipate that you will begin your leave. Under Massachusetts law, you are entitled to an unpaid maternity leave of 8 weeks for the purpose of giving birth. Your job status will be protected in that we will make every effort to hold your position open, or return you to a similar position if one is available, for which you may be qualified.

At the time the Disability Leave begins, any accrued personal leave or sick leave will be used. Vacation time previously accrued (but not used) at that time will also be paid if the employee so desires. These benefits do not continue to accrue during a leave of more than thirty (30) days. This policy applies to all employees. Your group insurance booklet should be reviewed to determine your insurance coverage.

Employees who must remain away from work for more than the period of time allowed above will be considered terminated from employment. They are welcome to re-apply subject to Hingham Lumber Company's usual hiring policies.

Employees who develop an illness or physical condition which requires medical treatment or restrictions and precautions will be required to submit a physician's statement. This statement must give approval that continued full-time employment in his/her present position will not jeopardize his/her health or the safety of others, in the event she/he continues to work. A similar statement is required upon return from a Disability Leave.

Should your attendance or job performance suffer during the period preceding and/or following a disability leave, we will accommodate you to the extent provided by law.

**Military Leave of Absence**

In accordance with your rights under USERRA (Uniformed Services Employment and Reemployment Rights Act) you have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

1. You ensure that your employer receives advance written or verbal notice of your service.
2. You have five years or less of cumulative service in the uniformed services while with that particular employer.
3. You return to work or apply for reemployment in a timely manner after conclusion of service.
4. You have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.
Military Reserve or National Guard Leave of Absence
Employees who serve in U. S. military organizations or state militia groups may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under USERRA (Uniformed Services Employment and Reemployment Rights Act). These employees may apply accrued personal leave and unused earned vacation time to the leave if they wish; however, they are not obliged to do so.

You are expected to notify your supervisor as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

Personal Leave of Absence
In special circumstances, Hingham Lumber Company may grant a leave for a personal reason, but never for taking employment elsewhere or going into business for yourself. If you accept any employment or go into business while on a leave of absence from Hingham Lumber Company, you will be considered to have voluntarily resigned from employment with Hingham Lumber Company as of the day on which you began your leave of absence. You should request an unpaid personal leave of absence from your supervisor. A personal leave of absence must not interfere with the operations of your department or Hingham Lumber Company. Your supervisor will submit your request to the appropriate member of management for final approval. Vacation and other benefits will no longer continue to accrue during a personal leave of absence. Consult your group insurance booklet to determine your insurance coverage during a leave of absence. Failure to return from a leave at the time agreed will result in termination of employment and possible forfeiture of all benefits.

Insurance Premium Payment during Leaves of Absence
Hingham Lumber Company will continue to pay its share of insurance premiums for employee coverage and dependent coverage for a maximum of twelve (12) weeks while you are on a Disability Leave of Absence. While you are on any other type of unpaid leave of absence from Hingham Lumber Company, you will be responsible for paying the total premiums for your coverage and that of your dependents. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier to allow your coverage to be reinstated. Please consult with your supervisor to set up a payment schedule.
Safety

General Employee Safety

Hingham Lumber Company is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. Maintaining a safe work environment, however, requires the continuous cooperation of all employees.

Hingham Lumber Company will maintain safety and health practices consistent with the needs of our industry. If you are ever in doubt about how to safely perform a job, it is your responsibility to ask your supervisor for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately. Compliance with these safety rules is considered a condition of employment. Therefore, it is a requirement that each supervisor make the safety of employees an integral part of her/his regular management functions. It is the responsibility of each employee to accept and follow established safety regulations and procedures.

Hingham Lumber Company strongly encourages you to communicate with your supervisor regarding safety issues. Employees who violate HL’s Safety policies and practices may be subject to corrective action, up to and including termination.

Reporting Safety Issues

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your supervisor. If you or another employee is injured, you should contact outside emergency response agencies. A list of which will be posted in major areas. If an injury does not require medical attention, a Supervisor and Employee Report of Accident Form must still be completed in case medical treatment is later needed and to insure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred.

Federal law (Occupational Safety and Health Administration) requires that we keep records of all illnesses and accidents which occur during the workday. The Massachusetts Workers' Compensation Act also requires that you report any workplace illness or injury, no matter how slight. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. OSHA also provides for your right to know about any health hazards which might be present on the job. Should you have any questions or concerns, contact your supervisor for more information.

Entering and Leaving the Premises

At the time you are hired, you will be advised about the proper entrances and exits for our employees, as well as unauthorized areas, if any. Our insurance at Hingham Lumber Company prohibits unescorted or unauthorized visitors in our facilities. If you are expecting visitors, such as clients, customers or friends, please notify your supervisor. You are expected to abide by these rules at all times. Failure to do so will lead to corrective action up to and including termination.
Security Checks

HLC may exercise its right to inspect employee work areas and all property or premises of HLC, including all packages and parcels entering and leaving our premises.

Parking Lot

You are encouraged to use the parking areas designated for our employees. Please keep in mind that the parking spaces adjacent to or in front of our building(s) are for customers and visitors only. Remember to lock your car every day and park within the specified areas.

Courtesy and common sense in parking will help eliminate accidents, personal injuries, and damage to your vehicle and to the vehicles of other employees. If you should damage another car while parking or leaving, immediately report the incident, along with the license plate numbers of both vehicles and any other pertinent information you may have, to your supervisor.

Hingham Lumber Company cannot be and is not responsible for any loss, theft or damage to your vehicle or any of its contents.

Safety Rules

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all Hingham Lumber Company activities. We want to protect you against industrial accident and illness, as well as minimize the potential loss of production.

Below are some general safety rules to assist you in making safety a regular part of your work. Your supervisor may post other safety procedures in your department or work area.

Working Safely
Safety is everyone's responsibility. Remind your co-workers about safe work methods. Start work on any machine only after safety procedures and requirements have been explained. Immediately report any suspected hazards and all accidents to your supervisor. Notice: Equipment should not be operated by anyone who is not licensed, certified, or trained in its use.

Lifting
Ask for assistance when lifting heavy objects or moving heavy furniture. Bend your knees, get a firm grip on the object, hold it close to your body and space your feet for good balance. Lift using your stronger leg muscles, not your weaker back muscles.

Materials Handling
Do not throw objects. Always carry or pass them. Use flammable items, such as cleaning fluids, with caution. Also, stack materials only to safe heights.

Trash Disposal
Keep sharp objects and dangerous substances out of the trash can. Items that require special handling should be disposed of in approved containers.

Cleaning Up
To prevent slips and tripping all employees are asked to keep all areas free of debris and to clean up spills.

**Preventing Falls**
Keep aisles, work places and stairways clean, clear and well lighted. Walk, don't run. Watch your step.

**Handling Tools**
Exercise caution when handling objects and tools. Do not use broken, defective or greasy tools. Use tools for their intended purpose only. Wear safety glasses or goggles whenever using a power tool. Employees are forbidden from using any tool(s) they have not been trained to use.

**Falling Objects**
Store objects and tools where they won't fall. Do not store heavy objects or glass on high shelves. Make sure all products stored overhead are stored tightly and secured properly.

**Work Areas**
Keep cabinet doors and file and desk drawers closed when not in use. Remove or pad torn, sharp corners and edges. Keep drawers closed. Open only one drawer at a time.

**Using Ladders**
Place ladders securely. Do not stand on boxes, chairs or other devices not intended to be used as ladders.

**Machine Guards**
Keep guards in place at all times. Do not clean machinery while it is running. Lock all disconnect switches while making repairs or cleaning.

**Personal Protective Equipment**
Always wear or use appropriate safety equipment as required in your work. Wear appropriate personal protective equipment, like shoes, hats, gloves, goggles, spats and hearing protectors in designated areas or when working on an operation which is potentially hazardous. Also, wear gloves whenever handling lumber, castings, scrap, or barrels.

**Electrical Hazards**
Do not stand on a wet floor while using any electrical apparatus. Keep extension cords in good repair. Don't make unauthorized connections or repairs. Do not overload outlets. Extension cords should not be cut, frayed, or taped. All cords should be in perfect condition. The use of flat extension cords is unacceptable. Unauthorized use of these could lead to dismissal.

**Fire Extinguishers**
Know where fire extinguishers are and how to use them.

**Report Injuries**
Immediately report all injuries to your supervisor, no matter how slight.

**Ask Questions**
If you are ever in doubt regarding the safe way to perform a task, please do not proceed until you have consulted a supervisor. Employees will not be asked to perform any task which may be
dangerous to their health, safety or security. If you feel a task may be dangerous, inform your supervisor at once.

Employees who violate HLC’s Safety policies and practices may be subject to corrective action, up to and including termination.

**Weapons**

HLC believes it is important to establish a clear policy that addresses weapons in the workplace. Specifically, HLC prohibits all persons who enter HLC property from carrying a handgun, or attempting to carry/enter HLC property, with a handgun, firearm, knife or other prohibited weapon of any kind regardless of whether the person is licensed to carry the weapon or not.

The only exception to this policy will be police officers, security guards or other persons who have been given written consent by Hingham Lumber Company to carry a weapon on the property.

Any employee disregarding this policy will be subject to immediate termination.

**Fire Prevention**

Know the location of the fire extinguisher(s) in your area and make sure they are kept clear at all times. Notify your supervisor if an extinguisher is used or if the seal is broken. Keep in mind that extinguishers that are rated ABC can be used for paper, wood, or electrical fires. Make sure all flammable liquids, such as alcohol, are stored in approved and appropriately labeled safety cans and are not exposed to any ignition source.

**In Case of Fire**

If you are aware of a fire, you should:
- Dial 911 or the local fire department. Notify authorities of the location of the fire. Store, Warehouse, or more specifically if possible. Engage fire alarm and initiate Fire Evacuation Plan.

- If possible, immediately contact your supervisor. Evacuate all employees and customers from the area.

- If the fire is small and contained, locate the nearest fire extinguisher. This should only be attempted by employees who are knowledgeable in the correct use of fire extinguishers.

- If the fire is out of control, leave the area immediately. No attempt should be made to fight the fire.

When the fire department arrives, direct the crew to the fire. Do not re-enter the building until directed to do so by the fire department.

**Emergency Evacuation**

If you are advised to evacuate the building, you should:

- Stop all work immediately.
- Contact outside emergency response agencies, if needed.
- Shut off all electrical equipment and machines, if possible.
- Walk to the nearest exit, including emergency exit doors.
- Exit quickly, but do not run. Do not stop for personal belongings.
- Proceed, in an orderly fashion, to a parking lot near the building. Be present and accounted for during roll call.

Do not re-enter the building until instructed to do so.

**Housekeeping**

Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area neat and orderly at all times - it is a required safety precaution. Lunch area safety is an additional area of caution, all employees who utilize the stove and/or the microwave are expected to know how the appliances work and operate them safely. Any improper use of the appliances may lead to loss of privileges.

If you spill a liquid, clean it up immediately. Do not leave tools, materials, or other objects on the floor which may cause others to trip or fall. Keep aisles, stairways, exits, electrical panels, fire extinguishers, and doorways clear at all times.

Easily accessible trash receptacles and recycling containers are located throughout the building. Please put all litter and recyclable materials in the appropriate receptacles and containers. Always be aware of good health and safety standards, including fire and loss prevention.

Please report anything that needs repairing or replacing to your supervisor immediately.

**Office Safety**

Office areas present their own safety hazards. Please be sure to:

- Leave desk, file or cabinet drawers firmly closed when not in use.
- Open only a single drawer of a file cabinet at a time.
- Arrange office space to avoid tripping hazards, such as telephone cords or calculator electrical cords.
- Remember to lift things carefully and to use proper lifting techniques.

**Property and Equipment Care**

It is your responsibility to understand the machines needed to perform your duties. Good care of any machine that you use during the course of your employment, as well as the conservative use of supplies, will benefit you and Hingham Lumber Company. If you find that a machine is not working properly or in any way appears unsafe, please notify your supervisor immediately so
that repairs or adjustments may be made. Under no circumstances should you start or operate a machine you deem unsafe, nor should you adjust or modify the safeguards provided.

Do not attempt to use any machine or equipment you do not know how to operate, or if you have not completed training on the proper use of the machine or equipment.

**Restricted Areas**

In the interest of safety and security, certain portions of Hingham Lumber Company's facilities may be restricted to authorized personnel only. Such areas will be clearly marked. Some areas may be designated no smoking areas as well.

**Safety Rules When Operating Machines and Equipment**

When operating machines and equipment, please be sure to follow these procedures:

- Make sure machine guards are in place while machines are in operation.
- Remove loose clothing, jewelry or rings before operating machinery.
- Wear steel toe shoes and prescription eye protection to start the job, if required.

We will continue to provide a clean, safe and healthy place to work and we will provide the best equipment possible. You are expected to work safely, to observe all safety rules and to keep the premises clean and neat. Remember that carelessly endangering yourself or others may lead to disciplinary action, including possible termination.

**Security**

Maintaining the security of Hingham Lumber Company buildings and vehicles is every employee's responsibility. Develop habits that insure security as a matter of course. For example:

- Always keep cash properly secured. If you are aware that cash is not securely stored, immediately inform the person responsible.
- Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise.
- When you leave Hingham Lumber Company's premises make sure that all entrances are properly locked and secured.

**Smoking**

Smoke only in designated smoking areas and use the receptacles provided for cigarette disposal. Please be courteous and concerned about the needs of your fellow employees and others.

Please remember to conform to our customer's smoking policies when working at a customer's site.
Separation of Employment

Termination

Hingham Lumber Company operates under the principle of at-will employment. This means that neither you nor Hingham Lumber Company has entered into a contract regarding the duration of your employment. You are free to terminate your employment with Hingham Lumber Company at any time, with or without reason. Likewise, Hingham Lumber Company has the right to terminate your employment, or otherwise discipline, transfer, or demote you at any time, with or without reason, at the discretion of Hingham Lumber Company.

Hingham Lumber Company hopes and expects that you will give at least two (2) weeks notice in the event of your resignation. Any accrued but unused Vacation time will be paid on your last day of work.

Insurance Conversion Privileges

According to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, in the event of your termination of employment with Hingham Lumber Company or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at your own expense.

At your exit interview or upon termination, you will learn how you may continue your insurance coverage and any other eligible benefits you currently have as an employee. Consult your Employee Benefits Administrator for additional details.

Exit Interviews

In a resignation situation, Hingham Lumber Company management or HR would like to conduct an exit interview to discuss your reasons for leaving and any other impressions that you may have about Hingham Lumber Company. During the exit interview you may provide insights for improvements that Hingham Lumber Company could make. Every attempt will be made to keep such information confidential.

Return of Hingham Lumber Company Property

Any Hingham Lumber Company property issued to you, such as product samples, computer equipment, keys, parking passes, or Hingham Lumber Company credit card must be returned to Hingham Lumber Company at the time of your termination. You will be responsible for any lost or damaged items. The value of any property issued and not returned to HLC may be deducted, with prior written authorization from you, from your paycheck.

Former Employees

Depending on the circumstances, Hingham Lumber Company may consider a former employee for re-employment. Such applicants are subject to Hingham Lumber Company's usual pre-employment procedures. To be considered, an applicant must have been in good standing at the time of their previous termination of employment with Hingham Lumber Company.
Reinstatement of Benefits (Bridging)

If you were an employee of Hingham Lumber Company with at least twelve (12) months of continuous employment, rehired within 90 days of your termination date, you will be eligible to continue your benefits at the level you enjoyed at the time of your termination of previous employment with HLC.

Post-Employment Inquiries

Hingham Lumber Company does not respond to oral requests for references. In the event your employment with Hingham Lumber Company is terminated, either voluntarily or involuntarily, HLC may be able to provide a reference to potential employers only if you have completed and signed a release form. HLC has a “verification only” policy whereby we may only verify the accuracy or inaccuracy of information provided by a third party requesting a former employee’s position and dates of employment.

As an employee of Hingham Lumber Company, do not under any circumstances respond to any requests for information regarding another employee unless it is part of your assigned job responsibilities. It if is not, please forward the information request to your Employee Benefits Administrator.
Workplace Policies

This Employee Manual is designed to answer many of your questions about the practices and policies of Hingham Lumber Company. Feel free to consult with your supervisor for help concerning anything you don't understand.

Communications

Successful working conditions and relationships depend upon successful communication. Not only do you need to stay aware of changes in procedures, policies and general information, you also need to communicate your ideas, suggestions, personal goals or problems as they affect your work.

In addition to the exchanges of information and expressions of ideas and attitudes which occur daily, make certain you are aware of and utilize all Hingham Lumber Company methods of communication, including this Employee Manual, bulletin boards, discussions with your supervisor, memoranda, staff meetings, newsletters, training sessions, and HLC e-mail and intranet.

You will receive other information booklets, such as your employee benefit Summary Plan description, from time to time. You may take these booklets home so that your family may know more about your job and your benefits.

In addition, you may receive letters from Hingham Lumber Company. There is no regular schedule for distribution of this information. The function of each letter is to provide you and your family with interesting news and helpful information which will keep you up-to-date on the events here at Hingham Lumber Company.

Hingham Lumber Company and Department Meetings

On occasion, we may request that you attend a Hingham Lumber Company sponsored meeting. When a meeting is declared “mandatory” all employees are required to be in attendance. Employees who may receive an excused absence from their supervisor are still responsible to become informed about the content of the meeting. Hourly employees will be paid for any mandatory meeting time scheduled outside of their regularly scheduled work hours.

Computers, Electronic Mail, and Voice Mail Usage Policy

Hingham Lumber Company property, including office supplies, computers, electronic mail, telephone and voice mail should only be used for conducting HLC business.

Incidental and occasional personal use of HLC computers and our voice mail and electronic mail systems is permitted, but information and messages stored in these systems will be treated no differently from other business-related information and messages.

Hingham Lumber Company has the right to and may monitor voice mail, telephone or electronic mail messages. HLC will, however, inspect the contents of computers, voice mail or electronic mail in the course of an investigation triggered by indications of unacceptable behavior or as
necessary to locate needed information that is not more readily available by some other less intrusive means.

The contents of computers, voice mail, and electronic mail, properly obtained for some legitimate business purpose, may be disclosed by Hingham Lumber Company if necessary within or outside of HLC.

Given Hingham Lumber Company's right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient.

Hingham Lumber Company's President will review any request for access to the contents of an individual's computer, voice mail, or electronic mail prior to access being made without the individual's consent.

Hingham Lumber reserves the right to review or inspect any and all information created that resides on the computer system, including email and internet access, on any individual computer in the company. There should be no reasonable expectation of privacy. Each employee who has access to or uses the HLC computer system must abide by the following guidelines.

- Any software or data on the computer system, any related documentation on a hard drive, or any storage device, may not be copied, or if stored on the computer system, downloaded to any hard drive, diskette, tape or other storage device.

- All computer equipment and software and data must be handled by the Systems Administrator.

- Data contained on floppy disks, CD, other storage devices or transmitted via communication devices must be approved by the Systems Administrator prior to being used.

- Any disclosure of Company, client or copyrighted information is prohibited.

- Software may not be altered, modified, or changed in a way not described in the documentation accompanying the software.

- Software may not be given or loaned and access to the computer operating system may not be granted without authorization.

- All passwords and/or log-on ID’s are confidential.

- All software and related documentation is copyrighted and may not be copied, duplicated, or distributed in whole or any portion.

- Any software or data created on or for the Company will remain the exclusive property of Hingham Lumber Company.

Employees need to be very careful to use the same professionalism and appropriate business language in electronic communications as in any correspondence. Each employee who has internet access or uses the computer system must abide by the following guidelines.
- Electronic communications are intended for HLC communications and information only.

- We prohibit sexual content in any form, including accessing sites of such or sending jokes to fellow employees.

- Any use of electronic messages for discriminating or disparaging comments based on race, age, religion, sex, disability, national origin, or sexual orientation is prohibited.

- The transmittal of offensive, suggestive, or inappropriate material is prohibited.

- The transmittal of sexually explicit material is prohibited.

- The transmittal of any abusive or defamatory statements is prohibited.

- Solicitation of employees for any reason (political, social, religious, and personal) is prohibited.

Unauthorized duplication of copyrighted computer software violates the law and is contrary to our organization’s standards of conduct. We disapprove of such copying and recognize the following principles as a basis for preventing its occurrence:

- We will neither engage in nor tolerate the making or using of unauthorized software copies under any circumstances.

- We will provide legally acquired software to meet the legitimate software needs in a timely fashion and in sufficient quantities for all our computers.

- We will comply with all license or purchase terms regulating the use of any software we acquire or use.

- We will enforce strong internal controls to prevent the making or using of unauthorized software copies, including effective measures to verify compliance with these standards and appropriate disciplinary measures for violation of these standards.

We will enforce our policies and violations could result in penalties and or immediate dismissal.

**Dress Code, Personal Appearance and Uniforms**

Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards, particularly if your job involves dealing with customers or visitors in person.

A neat, tasteful appearance contributes to the positive impression you make on our customers. You are expected to be suitably attired and groomed during working hours or when representing Hingham Lumber Company. A good, clean appearance bolsters your own poise and self-confidence and greatly enhances our Hingham Lumber Company image. When working at a customer's site, please dress appropriately according to their corporate culture.
Personal appearance should be a matter of concern for each employee. If your supervisor feels your attire and/or grooming is out of place, you may be asked to leave your workplace until you are properly attired and/or groomed. Employees who violate dress code standards may be subject to corrective action up to and including termination.

Keep in mind the discomfort your supervisor would feel if she/he had to address this issue with you.

We provide uniforms which certain employees must wear while at work. Upon termination of employment, the uniforms must be returned or the cost will be deducted from your final paycheck. Please consult your supervisor for more information.

**Drug-Free Workplace Policy**

Hingham Lumber Company is a community in which responsibilities and freedoms are governed by policies and codes of behavior, including penalties for violations of these standards as stated in your Employee Manual. HLC has a standard of conduct which prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol by employees on HLC’s site and/or client sites or as a part of HLC’s activities. Hingham Lumber Company will impose disciplinary sanctions on employees ranging from educational and rehabilitation efforts up to and including expulsion or termination of employment and referral for prosecution for violations of the standards of conduct. Each situation will be reviewed on a case-by-case basis.

It is the goal of Hingham Lumber Company to maintain a drug-free workplace. To that end, and in the spirit of the Drug-Free Workplace Act of 1988, Hingham Lumber Company has adopted the following policies:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.

2. Employees who violate this prohibition are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.

3. As an on-going condition of employment, employees are required to abide by this prohibition and to notify, in writing and within five (5) days of the violation, her/his supervisor of any criminal drug statute conviction they receive.

4. If an employee receives such a conviction Hingham Lumber Company may take appropriate personnel action against the employee, up to and including termination.


6. Hingham Lumber Company reserves the right to search and inspect to maintain a safe workplace.

**Expense Reimbursement**

You must have your supervisor’s written authorization (usually by way of a requisition or purchase order) prior to incurring an expense on behalf of Hingham Lumber Company. To be
reimbursed for all authorized expenses, you must submit an expense report or voucher accompanied by receipts and it must be approved by your supervisor. Please submit your expense report or voucher each week, as you incur authorized reimbursable expenses.

If you are asked to conduct Hingham Lumber Company business using your personal vehicle, you will be reimbursed at the IRS current rate for business mileage expense deduction. Please submit this expense on your weekly expense report or voucher.

**Gifts**

Advance approval from management is required before an employee may accept a gift of any kind from a customer, supplier or vendor representative. Employees are not permitted to give unauthorized gifts to customers or suppliers, except for certain promotional "premiums" (such as t-shirts, coffee mugs, pens or key chains) imprinted with the Hingham Lumber Company logo or sales information.

**Personal Use of Hingham Lumber Company Property**

In some instances, employees may be allowed to borrow certain Hingham Lumber Company tools or equipment for their own personal use while on our premises. In no instance may this be done off our premises, or without prior management approval. You understand and agree that HLC is not liable for personal injury incurred during the use of HLC property for personal projects. As a HLC employee, you accept full responsibility for any and all liabilities for injuries or losses which occur, or for the malfunction of equipment. You are responsible for returning the equipment or tools in good condition. Prior to any employee using HLC property for personal use, HLC will need to secure your prior written agreement and consent to reimburse HLC for damage that takes place while using the HLC equipment or tools for personal projects.

**Special Responsibilities for Managerial Staff**

As with any policy, supervisors and management staff members are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

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**Hingham Lumber Company Phone Policy**

**Personal Use of Cell Phones**
Personal cell phones should not be visible to the customer. Employees, while clocked in on Hingham Lumber’s time clock, should not be making/answering personal calls, text messaging or playing games unless they are on break and off the floor. In the event of an emergency, employees should feel confident that family members may call the Reception Desk at 781-749-4200 and we will locate the employee immediately.

Because we have employees carrying and using HLC issued phones on the work floor throughout the day, there may be some confusion about what is appropriate. While at work, employees are expected to exercise the same discretion in using personal cell phones as is expected for the use of company phones. Excessive personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. Employees are encouraged to make any personal calls during their break time and to ensure that friends and family members are aware of Hingham Lumber Company’s policy.

**Special Responsibilities for Managerial Staff**
As with any policy, supervisors and management staff members are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

**Policy approved by Tom McNulty**
**February 2015**

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**Recycling, Waste Prevention and Conservation**

Hingham Lumber Company actively recycles as many materials as possible:

**Acceptable**
Please place the following items in the proper recycling bins:
- Aluminum
- Computer paper (pin-fed, single sheet, green or blue bar and plain white)
- White ledger (bleached bond, white copier paper, envelopes and adding machine tape)
- Laser printer cartridges
- Newspapers
- Plastic
- Shipping cartons and packing materials

**Unacceptable**
Please keep the following contaminants out of the recycling bins:

- Colored paper
- Carbons
- NCR paper
- Magazines
- FAX paper
- Glossy paper
- Wrapping paper
- Cardboard
- Food

**Exceptions:**
- Metal paper clips and staples may be left on the paper.

**Relatives**

If you and members of your family are employed by Hingham Lumber Company, one may not supervise the other nor work in the same department. If the employees are unable to develop a workable solution, the President of Hingham Lumber Company will decide which employee may be transferred in such situations. Family members include the employee's spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, granddaughter, grandson, daughter-in-law, son-in-law, step-parent, domestic partner (a person with whom the employee's life is interdependent and with whom the employee shares a mutual residence), brother, sister, brother-in-law, sister-in-law, daughter or son of the employee's spouse or domestic partner, and any relative living in the household of the employee or domestic partner.

Should two employees who work together or supervise each other enter into a personal, non-work related relationship, one or both employees may be transferred.

**Solicitation and Distribution**

Solicitation for any cause during working time and in working areas is not permitted. You are not permitted to distribute non-Hingham Lumber Company literature in work areas at any time during working time. Working time is defined as the time assigned for the performance of your job and does not apply to break periods and meal times. Employees are not permitted to sell chances, merchandise, or otherwise solicit or distribute literature without management approval.
Violation of HLC’s Solicitation and Distribution policy will be grounds for corrective action up to and including termination. Persons not employed by Hingham Lumber Company are prohibited from soliciting or distributing literature on HLC property or loitering on Hingham Lumber Company property.

Use of Hingham Lumber Company Vehicle

If you are authorized to operate a Hingham Lumber Company vehicle in the course of your assigned work, or if you operate your own vehicle in performing your job, you must adhere to the following rules:

1. You must be a Massachusetts licensed driver.
2. You must maintain accurate weekly mileage reports.
3. You are responsible for following all the manufacturer's recommended maintenance schedules to maintain valid warranties, and for following the manufacturer's recommended oil change schedule.
4. Hingham Lumber Company provides insurance on Hingham Lumber Company vehicles, however, you will be considered personally responsible for any accidents, fines, moving or parking violations incurred.
5. You must keep the vehicle clean at all times. You must also wash and vacuum the vehicle as often as necessary. You will be reimbursed for your reasonable expense of keeping the vehicle clean. Please retain any receipts for reimbursement.
6. Persons not authorized or employed by Hingham Lumber Company cannot operate or ride in a Hingham Lumber Company vehicle.
7. Prior to operation of any Hingham Lumber Company vehicle, your supervisor will train you on the appropriate steps to take if you are involved in an accident - filling out the accident report, getting names of witnesses and so on.

Violence in the Workplace Policy

Hingham Lumber Company has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect HLC or which occur on HLC property will not be tolerated.

Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at Hingham Lumber Company, or to create a hostile, abusive, or intimidating work environment for one or several employees.

Examples of workplace violence include, but are not limited to, the following:

1. All threats or acts of violence occurring on Hingham Lumber Company's premises, regardless of the relationship between Hingham Lumber Company and the parties involved.
2. All threats or acts of violence occurring off Hingham Lumber Company's premises involving someone who is acting in the capacity of a representative of Hingham Lumber Company.

Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:

1. Hitting or shoving an individual.

2. Threatening an individual or his/her family, friends, associates, or property with harm.

3. Intentional destruction or threatening to destruct Hingham Lumber Company's property.

4. Making harassing or threatening phone calls.

5. Harassing surveillance or stalking (following or watching someone).

6. Unauthorized possession or inappropriate use of firearms or weapons.

Hingham Lumber Company prohibition against threats and acts of violence applies to all persons involved in Hingham Lumber Company's operation, including but not limited to personnel, contract, and temporary workers and anyone else on HLC property. Violations of this policy by any individual on HLC property will lead to disciplinary action, up to and including termination and/or legal action as appropriate.

Every employee is encouraged to report incidents of threats or acts of physical violence of which he/she is aware. The confidential report should be made to your supervisor.