



## Employee Handbook



This Handbook is intended to comply with California state and federal law.

**Effective June 1, 2019**

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## Table of Contents

<b>Welcome Statement</b> .....	<b>1</b>
<b>Introduction</b> .....	<b>2</b>
<b>Required Policies</b> .....	<b>4</b>
At-Will Employment Status.....	4
Equal Employment Opportunity.....	4
Unlawful Harassment and Retaliation.....	5
<b>Hiring</b> .....	<b>6</b>
New Hires .....	7
Vacancies.....	7
Rehire Practices.....	7
Regular Employees.....	8
Full-Time Employees .....	8
Part-Time Employees.....	8
Seasonal Employees.....	8
Inactive Status .....	8
Temporary Job Transfers.....	8
Job Duties .....	8
Health Benefits Extension .....	8
<b>Working at Tiger Lines</b> .....	<b>9</b>
Work Schedules for the Shop and Office.....	9
Working Hours for Drivers.....	9
Payment of Wages.....	9
Deductions for Exempt Salaried Employees.....	10
Overtime.....	10
Meal Break Policy.....	10
Rest Break Policy .....	12
Safety of Operations and Shipper Requirement Considerations.....	13
Pay for Mandatory Meetings/Training.....	14
Confidentiality.....	14
Conflicts of Interest .....	15
Employment of Relatives.....	15
Other Employment.....	15
Conducting Personal Business.....	16
Customer Relations .....	16
Business Conduct and Ethics .....	16
Open-Door .....	16
Performance Evaluations and Wage Evaluations.....	16
Personnel Records.....	17
Personnel Data Changes .....	17
Employee Property.....	17
Company Property and Equipment.....	17
Punctuality and Attendance.....	18
Dress Code and Other Personal Standards .....	18
Employee Conduct and Work Rules .....	19
Drug and Alcohol Abuse.....	20
Electronic Media & Systems and No Rights to Privacy .....	21
Voluntary Resignation.....	21
Involuntary Termination and Progressive Discipline .....	21
<b>Time Off and Employee Benefits</b> .....	<b>21</b>
Paid Time Off.....	21
Paid Sick & Safe Time Policy.....	23
Holidays .....	24
Leaves of Absence .....	25
Family/Medical Leave.....	25
Pregnancy and Pregnancy Related Disabilities.....	30
Workers' Compensation Leave.....	34

Disability Leave (Non-Work Related).....	35
Personal Leave.....	35
Bereavement Leave.....	35
Jury Duty and Witness Leave.....	35
Domestic Violence Leave.....	36
Military Leave.....	36
School or Daycare Activities.....	36
Time Off for Voting.....	37
Victims of Crime Leave.....	37
Volunteer Civil Service Personnel.....	37
Civil Air Patrol Duty.....	37
Bone Marrow or Organ Donor Leave.....	38
Insurance Benefits.....	38
Workers' Compensation.....	39
Return to Work Program.....	40
<b>Company Property.....</b>	<b>40</b>
Employer Property.....	40
Housekeeping.....	40
Solicitation and Distribution of Literature.....	40
General Cellular and Land-Line Telephone Policy.....	41
Cellular Telephone Use Policy while Driving: Comply with California and Federal Law.....	39
Smoking.....	42
<b>Safety and Health.....</b>	<b>42</b>
General.....	42
Workplace Violence.....	40
Ergonomics.....	43
Employees Who Are Required to Drive.....	43
Heat Illness.....	44
Inclement Weather/Natural Disasters.....	44
Social Media Policy.....	44
<b>Confirmations of Receipt.....</b>	<b>46</b>
Confirmation of Receipt – Employee Handbook Receipt Form.....	48
Confirmation of Receipt – Electronic Media & Systems Access Receipt Form.....	50
Confirmation of Receipt – Equal Employment Opportunity Receipt Form.....	50
Confirmation of Receipt – Unlawful Harassment Receipt Form.....	50
Confirmation of Receipt – Tiger Lines Proprietary Information and Confidentiality Agreement.....	56
Confirmation of Receipt – Meal and Rest Periods.....	58
Confirmation of Receipt – Tiger Lines' Cell Phone Policy.....	60
Confirmation of Receipt – Arbitration Dispute Resolution Agreement.....	58
<b>Meal Waiver Agreement.....</b>	<b>66</b>
<b>On Duty Meal Break Agreement.....</b>	<b>69</b>
<b>Cool Down, Meal Period &amp; Rest Break Premium Request Form.....</b>	<b>71</b>
<b>Tiger Lines Dispute Resolution Policy Opt Out Form.....</b>	<b>73</b>

# Welcome Statement

Welcome to Tiger Lines! Thank you for your interest in joining our family-owned and operated California-based transportation business. We are pleased to be able to offer a variety of employment opportunities within our Company.

A history of Tiger Lines would not be complete without mention of its predecessor, Lodi Truck Service, Inc. Arthur A. Altnow founded Lodi Truck Service, Inc. in July 1935. He built the business from a one-truck operation and quickly expanded by hauling agricultural, dairy products and freight within the San Joaquin Valley and to the Los Angeles areas. In 1961, Mr. Altnow was appointed to the office of the President of the California Trucking Association, expanding his reputation as a leader in the industry.

The legacy continued forward and beyond when Arthur's two sons, Don and Dennis Altnow founded Tiger Lines on April 10, 1981 with two trucks. Initially, the business involved hauling bulk wine, feed products, and freight within the San Joaquin Valley and Bay Area. Today, we are now one of the largest family-owned trucking operations based in California with nationwide operating authority.

We at Tiger Lines are investing for the future to ensure continued competitiveness and compliance. Using technological advances to increase the Company's success yearly, we increase our fleet of trucks and seek to improve our safety record through advanced on-board event recorders, electronic logs, lane departure warning systems, and auto-shift transmissions. We have regularly changed the structure of our organization to support our continued growth. We have a dedicated team of leaders who treat Tiger Lines like family. There are an unusually large number of long-standing and extremely loyal employees working here. There is also a desire to include and train the next generation of leaders. All these things make Tiger Lines a company that is looking ahead.

We are dedicated to our foundational values which are: safety, integrity, team, and excellence. Our attitude toward service has generated an honest, equitable and ethical treatment of employees and—without question—customers and our various business partners. We call this Win<sup>4</sup>. We believe all stakeholders must be winning for it to be a true win. This is our first attribute in what we refer to the way we conduct business, which is SHINE. There are four attributes of SHINE, which are: 1) Win<sup>4</sup>, 2) Humble, hungry and people smart, 3) Advancement of people and processes and 4) Transparency and clarity. We are committed to serving our community by participating in community events and donating to the community in many forms. If you were to talk at length with the owners, they would attribute their management philosophy and conviction for community support to their personal faith. The driving focus on service has allowed the Company and its team members to successfully cooperate and remain profitable, even through periods of difficult economic conditions.

Cooperation and innovation both contribute to the Company's success. The Company emphasizes "UNITY" NOT "UNIFORMITY". Management seeks to recognize each person's diverse background, personality and creative abilities, and encourage each employee to develop to their full potential.

One of the Company's primary objectives is to maintain a safe and efficient working environment. A large portion of the Company's annual resources are committed to the creation of working conditions that pose virtually no threat of mental or physical harm, thus enhancing every team member's ability to freely pursue their full potential.

The owners, managers and team members of Tiger Lines extend a warm welcome to our team and our hope for you is to have a long and successful career with our Company.

## WELCOME ABOARD

# Introduction

This employee handbook is intended to explain the terms and conditions of employment of all employees.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here.

The contents of this handbook are presented as a matter of information only. It is intended as a useful guide to help you get acquainted with your job and the Company's guidelines, benefits and daily operations as quickly as possible. These guidelines are not intended to be a complete and comprehensive manual of guidelines and procedures, nor can they anticipate every circumstance or question about Company practices. If you cannot find a particular topic, or if you have any questions or concerns about your employment, please ask your manager or the Human Resources (HR) Department.

Tiger Lines' policies and practices may change from time to time as business, employment legislation, and economic conditions dictate. Tiger Lines reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. Tiger Lines reserves the right to make such revisions, modifications, deletions or additions without prior notice, although the Company will do its best to inform you as changes occur.

Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create or to constitute a contract of employment or a promise or representation of continued employment for any employee.

Nothing in this Employee Handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this Employee Handbook or in any other document or policy is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act (NLRA). Furthermore, nothing in this Handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Securities and Exchange Commission ("SEC") or any other federal, state or local agency charged with the enforcement of any laws.

This Handbook contains information about your role as an Employee. Tiger Lines values its employees as individuals. Accordingly, our employee relations policy is to:

1. Operate an economically successful business so that a consistent level of steady work is available.
2. Select people based on skill, training, ability, attitude and character without unlawful discrimination on any basis protected by federal, state or local law.
3. Review wages, employee benefits and working conditions on a regular basis with the objective of providing maximum benefits in these areas, consistent with sound business practices.
4. Develop competent people who understand and meet our objectives, and who accept with open minds the ideas, suggestions, and constructive criticisms of fellow employees.
5. Assure employees, after talking with their manager, an opportunity to discuss any problem with officers of Tiger Lines.
6. Make prompt and fair adjustment of any complaints, which may arise in the everyday conduct of our business, to the extent that is practicable.
7. Respect individual rights and treat all employees with courtesy and consideration.
8. Provide a safe and healthful environment in which to work.
9. Do all these things in a spirit of friendliness and cooperation so that we will continue to be known as "a great place to work!"

It would be inconceivable that the Company could achieve the goals of these policies without the cooperation of responsible employees who know and strive to fulfill their responsibilities. Accordingly, Tiger Lines will always expect:

1. That you know your own duties and how to do them promptly, correctly, and pleasantly.
2. That you are expected to cooperate with management and your fellow employees and maintain a positive team attitude.
3. That you perform every task to the very best of your ability. Your interactions with co-workers and our customers affect the success of our Company. Consequently, whatever your position, this is one of your most important assignments. Overall results will be personal satisfaction for you and better Company performance.

We believe in direct access to management. We are dedicated to making our 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 make suggestions to improve the quality of Tiger Lines (see the section on suggestions in the Open-Door policy below). We request that you register your complaints with management, not with customers, so that management will have the opportunity to take corrective action.

Remember that you help create the healthy, pleasant and safe working conditions that we intend for you.

# Required Policies

## At-Will Employment Status

Tiger Lines personnel are employed on an at-will basis. Employment at-will may be terminated with or without cause and with or without advance notice at any time by the employee or the Company. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the Company, other than the CEO, has any authority to enter into an agreement for employment for any specified period or to make an agreement for employment on other than at-will terms. Only the CEO of Tiger Lines has the authority to make any such agreement, which is binding only if it is in writing and signed by the CEO.

## Equal Employment Opportunity

Tiger Lines is an equal opportunity employer and makes employment decisions based on merit. We want to have the best available persons in every job. Company policy prohibits unlawful discrimination based on sex (including gender, gender identity, gender expression, gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify, pregnancy, childbirth, medical condition related to pregnancy or childbirth, and breastfeeding), race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, genetic characteristics or information, marital status, registered domestic partner status, age, sexual orientation, veteran status, Civil Air Patrol status, military status, or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

Discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law. Discrimination based on "national origin" also includes discrimination occurring because that person updates or attempts to update his or her personal information, including the lawful changing of his or her name, social security number or federal employment authorization documents.

The Company allows employees to self-identify their gender, name and/or pronoun, including gender-neutral pronouns. The Company will use an employee's gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation mandated by law. Otherwise, the Company will identify the employee in accordance with the employee's current gender identity and preferred name.

All the legal protections against unlawful discrimination also apply to unpaid interns and volunteers.

All such discrimination is **unlawful**.

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to **all** persons involved in Company operations and prohibits unlawful discrimination by any employee of the Company, including supervisors, co-workers, and third parties, such as vendors, customers, independent contractors, or others doing business with the Company.

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

Any applicant or employee, who requires an accommodation in order to perform the essential functions of the job, should contact their supervisor or HR Director with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The Company then will investigate to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. The Company will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation. The Company may also propose an alternative accommodation(s).

**All employees will be asked to read, understand and sign the Equal Employment Opportunity Policy Receipt Form attached to the handbook.**

## **Unlawful Harassment and Retaliation**

Tiger Lines is committed to providing a work environment free of unlawful harassment. Company policy prohibits sexual harassment and harassment based on sex (including gender, gender identity, gender expression, pregnancy, childbirth, medical condition related to pregnancy or childbirth, and breastfeeding), race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, genetic characteristics or information, marital status, registered domestic partner status, age, sexual orientation, veteran status, military status, or any other basis protected by federal, state or local law or ordinance or regulation. **All such harassment is unlawful.**

The Company's anti-harassment policy applies to all persons involved in the operation of the Company and prohibits unlawful harassment by or of any employee of the Company, including supervisors and managers, as well as by or of third parties, such as vendors, customers, independent contractors or others doing business with the Company. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law, or by Company policy.

**All employees will be asked to read, understand and sign the Unlawful Harassment and Retaliation Policy Receipt Form attached to the handbook.**

## **Discrimination, Harassment, Retaliation Complaint Procedure**

Any employee who believes that he or she has been harassed, discriminated against, or subjected to retaliation or abusive conduct by a co-worker, supervisor, agent, client, vendor, customer, or any other third party interacting with the Company in violation of the foregoing policies, or who is aware of such behavior against others, should immediately provide a written or verbal report to one of the following: your supervisor, the HR Director, or another member of senior management. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the HR Director. Employees are not required to make a complaint directly to their immediate supervisor. Managers or supervisors must immediately report any suspected incidents of discrimination to the HR Director, so that the Company can attempt to address the situation internally. The Company, by or at the direction of Human Resources, will promptly undertake an effective, timely, thorough, fair, impartial and objective investigation and attempt to resolve the situation. To the extent possible, any complaint of discrimination and the investigation of that complaint will be kept confidential. The investigation will be documented and tracked.

The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies.

If the Company determines that discrimination or other conduct that violates Company policy has occurred, appropriate remedial action will be taken commensurate with the severity of the offense. Any employee determined by the Company to be responsible for discrimination or other inappropriate conduct will be subject to appropriate disciplinary action, up to, and including termination. Appropriate action also will be taken to resolve the complaint, deter any future discrimination or other inappropriate conduct, and close the investigation. Your supervisor or the HR Director will advise all parties concerned of the results of the investigation. The Company will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management, employees or your co-workers.

The Company encourages all employees to report any incidents of discrimination, harassment or retaliation forbidden by this policy immediately so that complaints can be quickly and fairly resolved. You also should be aware that the Federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of prohibited harassment in employment. If you think you have been discriminated against, harassed or that you have been retaliated against for resisting or complaining about an unlawful action, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone book. A complaint must be filed with the EEOC within 300 days of the last act of harassment and with the DFEH within one year of the last act of harassment.

# Hiring

## New Hires

The first 90 days of regular and continuous full-time employment at Tiger Lines is considered an introductory period. During this time, you will learn your responsibilities, get acquainted with fellow employees, and determine whether you wish to continue to work for Tiger Lines. Your supervisor will have the opportunity to determine whether you are adapting to your new work. Your supervisor will closely monitor your performance.

Upon completion of the introductory period, Tiger Lines will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, it will advise you of any improvements expected from you. At that time, you may express suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by Tiger Lines for any definite period, but rather allows both you and the Company to evaluate whether you are right for the position. Except as otherwise provided in this handbook or by law, regular full-time employees will be eligible for benefits as described in this handbook, as well as any company sponsored benefit plans offered, upon completion of the introductory period. Employees converted to full-time status from part-time, seasonal, or temporary will have a 30-day introductory period.

Employees who have not completed the introductory period, part-time employees (employees who are scheduled to work fewer than 30 hours per week), seasonal employees, and temporary employees are NOT eligible for benefits, except as required by law.

## Vacancies

Vacancies are filled by promotion from within whenever possible. If a suitable candidate is not already available on staff, a new employee is secured in accordance with the following policies:

1. **Selection of Employees** – Employees are selected based on skill, training, ability, character and aptitude. Qualifications for the job at hand, as well as for future advancement, are given prime consideration.
2. **Medical Screening** – The Company may require a blood test, urinalysis, or other drug screening (and alcohol screening when required by law for certain job descriptions) for all employees as part of the pre-employment screening. Consent to submit to such a test is a required condition of employment and an applicant's refusal to consent shall result in the denial of employment.

Based on certain job descriptions, an applicant for employment may also be required to take a pre-employment physical examination after receiving an offer of employment and before beginning his or her first day of work. In such a case, the offer of employment is contingent on the applicant's successful completion of the physical examination. The physical examination report of the physician must contain his or her recommendations as to whether the applicant is qualified for the specific job opening. These records are confidential and become a permanent part of the Company's files for the employee.

## Rehire Practices

The Company allows certain terminated employees to return with full benefits applicable to the employee's position without restarting all of the normal waiting periods if rehired within 12 months of their termination. The decision to rehire while waiving the waiting periods is at management's sole discretion based on the work history of the employee, the circumstances of the employee's termination and the events that took place at the time of separation, unless otherwise required by law.

In the event management decides to rehire with full benefits, there will be a thirty-day introductory period, unless otherwise required by law. Upon the successful completion of the introductory period, the employee will be fully reinstated the first day of the following month. For example, if a former employee is rehired into a full-time position on March 20, their introductory period would be through April 20, and their benefits would start May 1. Upon

successful rehiring, the employee's pay rate will be subject to the type of position for which they are hired and the entire length of their prior employment. 401k eligibility and the major medical plan will be returned to the same status as prior to their termination unless plan documents prevent us from doing so. Drivers will be accommodated as best as possible to get into a comparable truck if the truck they were driving has been reassigned.

## **Regular Employees**

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

## **Full-Time Employees**

Regular full-time employees are those who are scheduled for and do work 30 or more hours per week. Full-time employees who average hours below 30 hours per week for four consecutive weeks will have their employee status changed to part-time. Regular full-time employees are eligible for employee benefits as described in this handbook or benefit plans.

## **Part-Time Employees**

Part-time employees are those who are scheduled for and do work fewer than 30 hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. They will receive all legally mandated benefits such as workers' compensation insurance and social security. Unless legally mandated, part-time employees are ineligible for Company benefits.

## **Seasonal Employees**

Employees who are hired to work on a seasonal basis, or for the completion of a specific task or project are deemed to be seasonal employees. Seasonal employees are those employed for short-term assignments. Short-term assignments generally are periods of four months or fewer; however, such assignments may be extended. Seasonal employees are not eligible for employee benefits except those mandated by applicable law. A seasonal employee will not automatically change to another status merely by working in excess of the time expected or designated; a change in status, if any, must be recorded in writing.

## **Inactive Status**

Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds any protected state or federal leave of absence will be placed on inactive status and may be subject to dismissal.

## **Temporary Job Transfers**

Employees who request a temporary transfer for medical and/or family medical leave reasons will be considered for that transfer, if a position exists at the time the transfer is requested, and the employee is qualified to perform the job. The employee will be paid in accordance with the responsibilities and duties of the temporary job unless otherwise mandated by law.

## **Job Duties**

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or Tiger Lines. Your cooperation and assistance in performing such additional work is expected. Tiger Lines reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

## **Health Benefits Extension**

Unless health benefits extension is covered by state or federal law, benefits will terminate according to our insurance carrier's policy. Contact the Payroll Department for more information.

# Working at Tiger Lines

## Work Schedules for the Shop and Office

Tiger Lines is normally open for business between the hours of 6 a.m. and 11 p.m. This varies during the agricultural season when there is a 24-hour demand for transportation services.

Authorization of overtime must be obtained from your supervisor prior to incurring overtime. Hours and work schedule may vary according to seasonal workload requirements. All employees are expected to be at their desks or workstations at the start of their scheduled shifts, ready to work.

Exchanging work schedules with other employees is discouraged. However, if you need to exchange schedules, notify your supervisor, who may authorize an exchange if possible. Work schedule exchanges will not be approved for the mere convenience of an employee or if the exchange interferes with normal operations or results in excessive overtime.

The work week and pay period begins at 12:01 a.m. Monday and ends at midnight on Sunday.

## Working Hours for Drivers

Due to the unique nature of the responsibilities of our drivers, there are no standard, shift-wide work days. Regardless, it is Tiger Lines policy to comply with all applicable federal and state laws related to working hours and employee meal and rest periods.

Each driver and job have specific time requirements and responsibilities will be clearly communicated by their supervising Dispatcher.

Drivers may be paid on a piece rate basis, which generally will involve payment by per mile and/or per trip, plus standard non-drive pay and any applicable excess non-drive pay. Drivers will be asked to sign agreements verifying their understanding of their piece rate pay basis and those of their duties that are encompassed within their piece rate pay.

The work week and pay period for drivers begins at 12:01 a.m. Saturday and ends at midnight on Friday.

## Payment of Wages

Tiger Lines executives and some management will be paid every other Friday. Tiger Lines hourly personnel, some management and Company drivers will be paid every Friday.

## Automatic Deposit

Tiger Lines offers automatic payroll deposit for employees at all locations. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the payroll department) and return it to payroll at least 14 days before the pay period for which you would like the service to begin. It usually takes up to two weeks for the first direct deposit to take effect. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, complete the form available from the payroll department and return it to payroll at least 10 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 10 days before the end of the pay period.

## Deductions for Exempt Salaried Employees

Employees paid on a “salary basis” regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, exempt employees will receive full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. Exempt employees may not be paid for any workweek in which they perform no work, subject to Tiger Lines benefits programs and policies.

No deductions from salary will be made for time when work is not available, provided the exempt employee is ready, willing, and able to work. Deductions from salary may be made when an exempt employee:

- Is absent from work for one or more full days for personal reasons other than sickness or disability;
- Is absent for one or more full days due to sickness or disability, when the employee does not have any sick pay or paid time off banked under the Company’s policies;
- Is absent for jury duty or military duty for a full week or more and performs no work during the week; or
- Works less than a full week during the initial or final week of employment.

Tiger Lines prohibits all Company managers from making any deductions from the salaries of exempt employees that are not addressed in the list above. If you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct supervisor, or to the Payroll Department. Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

## Overtime

When operating requirements and other needs cannot be met during regular working hours, employees may be required to work overtime as necessary. When possible, advance notification of these mandatory assignments will be provided. Only actual hours worked in a given workday or workweek can apply in calculating overtime. Tiger Lines will attempt to distribute overtime evenly and accommodate individual schedules. **All overtime work must be previously authorized by a supervisor.** Tiger Lines provides compensation for all overtime hours worked by non-exempt, non-driver employees in accordance with state and federal law as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Monday at 12:01 a.m.;
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay;
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

Exempt employees, including drivers, may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

## Meal Break Policy

Tiger Lines, LLC endeavors always to maintain strict compliance with California and federal law as it pertains to all labor requirements, including those applicable to meal and rest breaks. This includes not just encouraging, but also requiring, that its employees have the opportunity without restriction or limitation to take all required meal and rest breaks as set forth in Wage Order 9-2001 (8 CCR 11090) or elsewhere.

At the same time, Tiger drivers and other employees involved with the safety of operations should always schedule meal and rest breaks in a manner that does not hinder safety of operations. Employees should immediately contact the Safety or HR Department to discuss and resolve any safety issues in the event of a conflict between safety of operations and the requirement of taking meal and rest breaks.

Tiger Lines, LLC reserves the unilateral right to amend these policies from time to time to conform to changes in law or other requirements as determined solely by Tiger Lines.

At the time of reviewing this policy or at any time thereafter, employees of Tiger Lines are encouraged to ask questions or seek guidance regarding the policies stated here. Seeking guidance is especially important if there appears to be a conflict between meal and rest break requirements and safety of our operations. Tiger Lines' Safety and HR Departments and management team are ALWAYS available to respond to questions or provide advice regarding Tiger Lines' policies and/or applicable meal and rest break requirements. Most importantly, all employees shall immediately report in writing to Tiger Lines' HR Department any business practice of Tiger Lines that an employee believes in any way deprives employees of the ability to take meal and/or rest breaks as set forth in this policy statement.

## **Required Meal Breaks, Without Pay**

Section 11 of the Wage Order requires periodic meal breaks:

“No employer shall employ any person for a **work period of more than five (5) hours without a meal period of not less than 30 minutes**, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee.”

“An employer may not employ an employee for a work period of **more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes**, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee, only if the first meal period was not waived.”

Employees should begin their first meal period before the end of the fifth hour of work. A meal period that starts after an employee has worked in excess of 5 hours is considered late.

Example: An employee who begins work at 8:00 a.m. should start his or her meal period by no later than 1:00 p.m.

Employees should begin their second meal period, if applicable, before the end of the tenth hour of work. A second meal period that starts after an employee has worked in excess of 10 hours is considered late.

Example: An employee who begins work at 8:00 a.m., and who takes a meal period from 12:00 to 12:30 p.m. should start their second meal period by no later than 6:30 p.m.

Applicable State and Federal law require that employees be **relieved of all duties** while on meal break. Employees are not required to do ANY work or be available for work during this time. If a driver can lock his or her truck and leave it, the meal break is not compensable. A meal break, where an employee is relieved of all work-related duties, **is not paid**. Employees who are not always under direct supervision are **bound** to take required meal breaks and not engage in work related duties during those breaks.

Meal breaks should be recorded on time sheets, driver's logs or other reports of hours worked. Tiger Lines reserves the right to review Duty Status Reports, truck engine monitors, GPS, and other records to verify that required meal breaks are being taken during every shift.

Meal periods cannot be taken at the beginning or end of shifts in order to arrive at work late or leave work early.

Any driver or other non-exempt employee who is required to work through some or all of a 30-minute meal period, or who is required to take a late meal period, should complete a Meal and Rest Period Premium Request Form and submit it to the **HR Department** before the end of the pay period to ensure he or she is properly paid. If an employee does not submit a Premium Request Form, Tiger Lines will assume that any non-exempt employee who fails to take and record a meal period, who records less than a 30-minute meal period, or who take and records a late meal period did so voluntarily.

Employees are responsible for reporting to their supervisor any meal break that was not provided or any rest break not authorized and permitted where the supervisor would have no reason to otherwise know of this fact. Any employee who feels that he or she is owed a premium as a result of this Policy but has not received the premium should report the missing premium immediately to his or her supervisor.

## **Paid On-Duty Meal Period**

An employee and employer can agree, in writing, to an “on duty” meal period when the “nature of the work prevents an employee from being relieved of all duty. . . .” This agreement can be revoked at any time.

If a driver is required to stay with his or her vehicle to watch the load while he or she eats, this is considered an “on duty” meal period and the driver should be paid for this time. Likewise, if a driver is required to be “on-call” for dispatch so that a load can be picked up or dropped off to comply with shipper or other business requirements, or to stay with his or her truck to protect the freight, he or she is considered “on duty.” Similarly, if a mechanic is required to continue working during his or her lunch break to preserve safety or other compelling operational concerns, this is considered an “on duty” meal period and he or she should be paid.

Tiger Lines pays a combination of load pay, mileage pay and an hourly rate to drivers that compensate them for all hours worked, including for “on-duty” meal breaks. On-duty meal breaks should be recorded on driver logs, or other times sheets or through GPS.

If you are a driver and know that on-duty meal breaks will be required, please read, review and sign the On-Duty Meal Break Agreement. If you are not sure if your assignment as a driver requires on-duty meal breaks, please contact the **HR Department** to clarify whether your job requires on-duty meal breaks. Any other employee whose job duties may require an on-duty meal period will be notified by Tiger Lines of this fact and will be provided the On-Duty Meal Break Agreement.

## **Meal Break Waivers**

Tiger Lines employees that work for six (6) hours or less in a given day may agree to a meal period waiver. In this case the employee is not required to take a meal break. If an employee works for twelve (12) hours or less, the employee may agree to waive the second meal break if he or she has taken the first break. Meal Waiver Agreements are available from the HR Department.

## **Rest Break Policy**

Tiger Lines, LLC endeavors always to maintain strict compliance with California and federal law as it pertains to all labor requirements, including those applicable to meal and rest breaks. This includes not just encouraging, but also requiring, that employees take all required meal and rest breaks as set forth in Wage Order 9-2001 (8 CCR 11090), effective January 1, 2001 or elsewhere.

## **Required Rest Breaks, With Pay**

Section 12 of the Wage Order requires periodic rest breaks: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable **shall be in the middle of each work period**. The authorized rest period time shall be based on the total hours worked daily **at the rate of ten (10) minutes net rest time per four (4) hours** or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.”

The Code of Federal Regulations (CFR § 785.18), echoes the same: “Rest periods of short duration, running from 5 minutes to about 20 minutes, are common in industry. They promote the efficiency of the employee and are customarily paid for as working time. They must be counted as hours worked. Compensable time of rest periods may not be offset against other working time such as compensable waiting time or on-call time. . . .”

Tiger Lines authorizes and permits all employees with the opportunity to take rest breaks as required by law. During those breaks, employees shall engage in **no work-related duties**, except where safety issues or shipper requirements are at issue. Employees who are not always under direct supervision are **bound** to take the required rest breaks and not engage in work related duties during those breaks. The following schedule of rest breaks is provided to help employees understand the optimal times to schedule and take their rest breaks:

Duration of Shift In Hours	# of 10 Minute Rest Breaks	Comments
0 to less than 3.5 hours	0	A non-exempt employee who works less than 3.5 hours in a workday is not authorized and permitted to take a rest break.
Greater than 3.5 up to 6 hours	1	A non-exempt employee who works 3.5 hours or more in a workday, but who does not work more than 6 hours in a workday, is authorized and permitted to take one 10-minute rest break.
Greater than 6 up to 10 hours	2	A non-exempt employee who works more than 6 hours in a workday, but who does not work more than 10 hours in a workday, is authorized and permitted to take two 10-minute rest breaks.
Greater than 10 up to 14 hours	3	A non-exempt employee who works more than 10 hours in a workday, but who does not work more than 14 hours in a workday, is authorized and permitted to take three 10-minute rest breaks.

Non-exempt employees who work more than 14 hours in a workday may be entitled to additional rest breaks. If your workday is scheduled to be more than 14 hours, please contact the HR Department or your supervisor to discuss the appropriate rest break schedule. Tiger Lines compensates employees for rest breaks at their regular or required rate of pay. Rest breaks shall be taken into consideration in computing entitlement to overtime pay.

Rest breaks shall be recorded on time sheets or other reports of hours worked. Whenever it is practical and possible, employees should take their rest breaks near the middle of each four-hour work period. Employees are not permitted to accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early, or extending a meal period. Employees may not leave work during a rest break.

Any driver or other non-exempt employee who is not authorized or permitted to take a rest break under the terms of this policy should complete a Meal and Rest Period Premium Request Form and submit it to the HR Department before the end of the pay period to ensure he or she is properly paid. If an employee does not submit a Premium Request Form, Tiger Lines will assume that the employee either took his or her rest period or voluntarily decided to waive it.

### Recovery and Cool Down Periods

The Company encourages all employees performing work outside to take cool-down periods in the shade, when the temperature outside exceeds 85 degrees Fahrenheit and when needed, for not fewer than five (5) minutes in duration per cool-down period. Employees performing work outside and in need of a cool-down period may take cool-down periods as needed but must notify their immediate supervisor prior to taking any cool-down period. Time spent taking a recovery or cool-down period in compliance with this policy will be considered “hours worked” and will be paid. Any non-exempt employee who is required to work through some or all of a cool-down period should complete a California Cool-Down Premium Request Form and submit it to the HR Department before the end of the pay period to ensure he or she is properly paid. If an employee does not submit a Premium Request Form, Tiger Lines will assume that the employee took any necessary cool-down periods.

### Safety of Operations and Shipper Requirement Considerations

In certain cases, safety of operations or shipper requirements may require a driver, or other Tiger Lines employee, to delay the taking of a meal or rest break or perform on-duty functions during a break.

For instance, a driver **should not** pull off the road at an unsafe place to take a break but shall exercise prudent judgment as to when and where such breaks may be taken to avoid safety risks to the driver or the public.

Likewise, some shippers always require that their loads be attended and in such cases, it will be necessary for the driver to attend the load during the taking of breaks.

Drivers, as well as others that perform functions affecting the safety of operations, shall always place safety of the public at the highest level and shall not take breaks in a manner that would impede or jeopardize public safety. Tiger Lines employees are always required to exercise good judgment and prudence to promote the safety of our operations. Employees should immediately contact Tiger Lines' Safety or HR Department if they encounter or perceive a conflict between safety of operations and the break requirements set forth herein.

**All employees will be asked to read, understand and sign the Meal and Rest Period Receipt Form attached to the handbook.**

## **Pay for Mandatory Meetings/Training**

Tiger Lines will pay non-exempt employees and drivers (via an hourly wage to be set by the Company) for their attendance at meetings, lectures, and training programs under the following conditions:

- Attendance is mandatory; and/or
- The meeting, course, or lecture is directly related to the employee's job.

The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by his or her supervisor. The employee will be paid at their regular hourly rate of pay for time spent at meetings, lectures, and training programs even if the employee does not perform any productive work during such attendance. Any hours in excess of eight in a day or 40 in a week for non-drivers will be paid at the appropriate overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

## **Confidentiality**

**Each employee is responsible for safeguarding the confidential information obtained during employment.**

In the course of your work, you may have access to confidential information regarding Tiger Lines, its suppliers, its customers, or perhaps even fellow employees. (Terms and conditions of employment are not considered confidential information). You have a responsibility to prevent revealing or divulging any such confidential information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated, and legal action may be taken by the Company.

As a condition of employment, all employees are required to sign the Company Proprietary Information and Confidentiality Agreement. If you have not already executed this agreement, please refer to the Appendix of this handbook. Please submit your signed agreement to the HR Department immediately.

Confidential Information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of his or her employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Further, employees are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made **in confidence** to a Federal, State, or local government

official, either directly or indirectly, or to an attorney; and made **solely for the purpose of** reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, **if such filing is made under seal** so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

## Conflicts of Interest

All employees must avoid situations involving actual or potential conflict of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of Tiger Lines, which impairs an employee's ability to exercise good judgment on behalf of the Company, creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

### Notice

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, Tiger Lines may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

## Employment of Relatives

Relatives of employees may be eligible for employment with Tiger Lines only if individuals involved do not work in a direct supervisory relationship, or in job positions in which a conflict of interest could arise. The Company defines "relatives" as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Present employees who marry or become registered domestic partners will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest.

## Other Employment

While employed by Tiger Lines, employees are expected to devote their energies to their jobs with the Company. The following types of employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at the Company;
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with the Company;
- Additional employment that impairs or has a detrimental effect on the employee's work performance with the Company;
- Additional employment that requires the employee to conduct work or related activities on Company property during the employer's working hours or using Company facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of the Company.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to Tiger Lines explaining the details of the additional employment. If the additional employment is authorized, Tiger Lines assumes no responsibility for it. Tiger Lines shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

## **Conducting Personal Business**

Employees are to conduct only Tiger Lines business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

## **Customer Relations**

Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that he or she does not feel capable of handling, their Supervisor should be contacted immediately.

This is a service business and all of us must remember that the customer comes first. Customers ultimately pay our wages and as such, customers are always to be treated courteously and given proper attention. Never regard a customer's question or concern as an interruption or an annoyance. Respond to inquiries from customers, whether in person or by telephone, promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.

All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

Through your conduct, show your desire to assist the customer in obtaining the help he or she needs. If you are unable to help a customer, find someone who can. Never argue with a customer. If a problem develops or if a customer remains dissatisfied, ask your supervisor or the Director of Operations to intervene.

## **Business Conduct and Ethics**

No employee may accept a gift or gratuity from any customer, vendor, supplier, or other person doing business with Tiger Lines because doing so may give the appearance of influencing business decisions, transactions or service. Please discuss expenses paid by such persons for business meals or trips with your Supervisor in advance or as soon as possible after the event.

## **Open-Door**

Suggestions for improving Tiger Lines are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your good-faith complaints, questions, and suggestions also are of concern to the Company. Employees should feel free to contact their supervisor with any suggestions and/or complaints. If employees do not feel comfortable contacting their supervisor or are not satisfied with their supervisor's response, they should contact Human Resources.

Tiger Lines values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

## **Performance Evaluations and Wage Evaluations**

The Company endeavors to pay wages that are competitive with those paid for comparable skills and work in similar industries in our community. A merit raise for non-published pay rates may be given when the Company determines that an employee's performance warrants an increase in his or her pay.

Each employee will receive periodic performance reviews conducted by his or her supervisor. Your first performance evaluation will take place upon the successful completion of your introductory period and again on your one-year anniversary date of hire thereafter. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of Tiger Lines and depend upon many factors in addition to performance.

After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents. The mere fact that you have received satisfactory performance evaluations does not entitle you to remain employed by Tiger Lines. Both you and the Company are free, at any time, with or without reason, and with or without notice, to end the employment relationship.

## **Personnel Records**

The information recorded in your personnel file is extremely important to you and to the Company. You have a right to inspect certain documents in your personnel file, as provided by law, in the presence of your supervisor or the HR department at a mutually convenient time. Copies of documents in your file may be made upon making a written or oral request. The Company will comply with your request within 30 days of you making it.

Personnel files are the property of the Company and access to the information they contain is restricted. Generally, this information is only available to supervisors and management personnel who have a legitimate need for the information. Any request for information contained in personnel files must be directed to the HR Director. Only the HR Director is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, Tiger Lines will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Disclosure of personnel information to outside sources will be limited. The Company's policy as to references for employees who have left Tiger Lines is a "Neutral Reference Policy". The Payroll department will disclose only the dates of employment at Tiger Lines and the title of the last position held. If you authorize the disclosure in writing, Tiger Lines will also provide a prospective employer with information on the amount of salary or wage you last earned at Tiger Lines. No employee of Tiger Lines is authorized to give a verbal or written letter of recommendation.

## **Personnel Data Changes**

Employees are responsible for notifying the Company in the event of a name or address change or other relevant and important personnel data changes such as names of dependents and who to contact in the event of an emergency.

## **Employee Property**

An employee will not have any privacy about personal property brought on to Company property, including personal vehicles, cell phones, laptops, tablets or other electronic devices. All such personal property, including but not limited to vehicles, locked items, packages, purses, and backpacks, may be subject to inspection to determine compliance with Company policies, including the guidelines set forth in this handbook.

## **Company Property and Equipment**

An employee will not have any privacy about Company-owned property, including Company vehicles, desks, lockers, offices, computers, and phones. All such property is subject to inspection by the Company. Access to any passwords or locks must be provided to the IT Department.

The Company considers E-Mail, Internet, Voice Mail and other data and telephonic communications to be property of the Company if accessed on Company property including, but not limited to Company computers, cell phones, or other electronic storage devices.

Company owned vehicles and equipment are expensive and may be difficult to replace. When using vehicles or equipment, you are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines. Tiger Lines prohibits the removal of ANY Company property from the premises to which it is assigned without being authorized by your supervisor. This includes, but is not limited to tools, calculators, computers and any other equipment owned by the Company.

Employees should notify their supervisor if any vehicle, equipment, machine, or tool appears to be damaged, defective or needing repair. Prompt reporting of damage, defects and wear can prevent deterioration of vehicles and equipment and avoid possible injury to you and others.

Employees are responsible for Company property, materials, or written information issued to them or in their possession or control. Employees must return all such property, materials or information immediately upon request, or at the time of separation of employment with the Company.

If an employee should fail to return any of the Company's property or should any of the property be returned in a broken or damaged condition as a result of the employee's willful act or gross negligence, the Company may take all appropriate legal action to recover its property.

## **Punctuality and Attendance**

As an employee of Tiger Lines, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, your assigned work must be performed by others.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Company business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must under all, but the most extenuating circumstances call your supervisor at least one hour before the time you are scheduled to begin working for that day. If you call less than 1 hour before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. The Company may inquire about the general reason for an absence, tardiness or early departure. Employees also must inform their supervisor of the expected duration of any absence. Each situation of absenteeism, tardiness or early departure will be evaluated on a case-by-case basis. Excessive absenteeism or tardiness will not be tolerated. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, the Company will not subject employees to disciplinary action or retaliation for an absence, tardiness or early departure for which discipline may not be imposed under applicable law.

If you fail to report for work without any notification to your supervisor and your absence continues for a period of 2 days, Tiger Lines will consider that you have voluntarily abandoned or quit your employment.

## **Dress Code and Other Personal Standards**

Tiger Lines is a service-oriented business, and our success depends to a large measure on the image we present to the public. Because each employee is a representative of Tiger Lines in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and, in a manner, consistent with the nature of the work performed. Employees who report to work inappropriately dressed, as determined by one's supervisor, may be asked to clock out and return in acceptable attire. If an employee needs to wear an item in order to observe a religious practice or for a disability related reason, the employee should contact the HR Director to discuss whether wearing such an item poses any type of health or safety risk and/or whether this can be reasonably accommodated.

All employees required to wear uniforms provided by Tiger Lines must take care of their uniforms and report any wear or damage to their supervisors. Instructions regarding cleaning and maintenance of uniforms will be provided.

Supervisors will inform you of additional requirements regarding acceptable attire. Certain employees may be required to wear safety equipment or clothing. Any deviations from these guidelines must be approved by your supervisor and/or the HR Director.

## **Employee Conduct and Work Rules**

Tiger Lines reserves the right to discharge an employee with or without reason and with or without notice at any time. However, employees should be aware that disciplinary action up to and including discharge, may result from the commission of acts such as the ones listed below. The following conduct is prohibited and will not be tolerated by Tiger Lines. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and Company operations also may be prohibited.

- Falsifying employment records, employment information, or other Company records;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any Company property, or the property of any employee or customer;
- Removing or borrowing Company property without prior authorization;
- Unauthorized use of Company equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on Company property;
- Participating in horseplay or practical jokes on Company time or on Company premises;
- Carrying firearms or any other dangerous weapons on Company premises at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Failing to notify a supervisor when unable to report to work except under extenuating circumstances;
- Unreported absence of two scheduled workdays;
- Failing to obtain permission to leave work for any reason during normal working hours;
- Failing to observe working schedules, including rest and meal periods;
- Failing to provide a physician's certificate when requested or required to do so;
- Sleeping or malingering on the job;
- Making or accepting personal telephone calls, including cell phone calls, in excessive duration during working hours, except in cases of emergency;
- Working overtime without authorization or refusing to work assigned overtime;
- Wearing disturbing, unprofessional or inappropriate styles of dress while working;
- Violating any safety, health, security or Company policy, rule, or procedure;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Committing of or involvement in any act of unlawful harassment of another individual;
- Failing to promptly report work-related injury or illness;
- Loss of driving privileges or conduct, which impairs the Company's ability to obtain insurance, if driving is required by the duties of the job;
- Unauthorized passengers in Company equipment;
- Unauthorized parking of non-Company equipment on Company premises;
- Engaging in any activities that are deemed not in the best interest of Tiger Lines, except activities that are protected by law.

The Company reserves the right to determine whether some discipline less than discharge is appropriate in the event of employee misconduct. The Company may determine that verbal counseling; written warning and or suspension without pay are appropriate reprimands.

This statement of prohibited conduct does not alter the Company's policy of at-will employment. Either you or Tiger Lines remain free to terminate the employment relationship at any time, with or without reason or advance notice.

## Drug and Alcohol Abuse

Tiger Lines is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the Company. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons.

The following rules and standards of conduct apply to all employees either on Company property or during the workday (including meals and rest periods). Behavior that violates Company policy includes:

- Possession or use of alcohol or an illegal or controlled substance,\* or being under the influence of alcohol or an illegal or controlled substance while on the job;
- Driving a Company vehicle while under the influence of alcohol or an illegal or controlled substance at any time; and
- Distribution, sale, or purchase of alcohol or an illegal or controlled substance while on the job or on Company property.

Marijuana remains illegal as a matter of federal law and therefore its use or possession violates this policy. The Company will endeavor to accommodate individuals with disabilities but will not accommodate the use of medical marijuana at work or excuse other policy violations related to medical marijuana.

Violation of these rules and standards of conduct will not be tolerated. In order to enforce this policy, Tiger Lines reserves the right to conduct searches of Company property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Company property will not be tolerated because such conduct, even though off duty, reflects adversely on Tiger Lines. In addition, the Company must keep people who sell or possess controlled substances off Company premises in order to keep the controlled substances themselves off the premises.

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition.

Tiger Lines will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The Company, however, will not tolerate ongoing drug and alcohol use, and is not obligated to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use. Nor is the Company obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the policy described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency. Employees may use accrued paid time off while on leave under this policy. However, employees will not earn any additional paid time off during the unpaid portion of this leave.

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

## **Electronic Media & Systems and No Rights to Privacy**

Electronic media is defined as desktop computers, laptops, handheld devices including but not limited to cell phones in general. This is not intended to be an exhaustive list. If you have specific questions about which programs and devices the Company deems to be electronic media, consult with the IT Department or the HR Department. Universally, items and all data transmitted through Tiger Lines' (the Company) servers are Company property and must be maintained according to Company rules and policies.

Tiger Lines has adopted a comprehensive electronic media policy that includes a no expectations to privacy policy in the workplace. The standalone policy is available in the Appendix of this employee handbook. As a condition of employment, all employees are required to review the policy, adhere to it and acknowledge the policy by signing and returning the written policy to the HR Department.

## **Voluntary Resignation**

Voluntary resignation results when an employee voluntarily quits his or her employment at Tiger Lines or fails to report to work for two consecutively scheduled workdays without notice to, or approval by, his or her supervisor. All Company-owned property, including vehicles, keys, fuel cards, cell phones, etc., must be returned immediately upon termination of employment.

If you find it necessary to resign your employment with the Company, you are asked to give at least two (2) full weeks advance notice to your supervisor, in writing, specifying your last day of work. Employees who do not provide the requested notice may be deemed ineligible for rehire.

## **Involuntary Termination and Progressive Discipline**

Violation of Tiger Lines policies and rules and/or engaging in misconduct may call for some form of disciplinary action. Disciplinary action may include any of the following: verbal warning, written warning, unpaid suspension, and/or termination. The circumstances of each case will be considered in determining the appropriate disciplinary action. There may be situations where the seriousness of the offense justifies the omission of one or more of disciplinary steps. Likewise, there may be times when management may decide to repeat a disciplinary step, or to take steps out of order. The system is not formal, and Tiger Lines may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, termination of employment.

# **Time Off and Employee Benefits**

With regard to any benefit described in this employee handbook, Tiger Lines reserves to itself and its administrators the exclusive right and power, subject to the requirements of ERISA, to interpret the terms of any benefit plan or program, determine all questions concerning eligibility to participate in the plan or program, and to compute and authorize payment of benefits under such plan or program.

The Company reserves the sole right and discretion to change, rescind or add to any benefits described below without prior notice. Eligibility for the benefits described below may further be governed by provision of the specific plans. Employees are encouraged to read the Benefit Enrollment package that is provided separately of the Company handbook and become familiar with them.

## **Paid Time Off**

Regular full-time employees are entitled to accrue time off for each year of service as follows:

- New employees will begin to accrue five (5) days of paid time off at a rate of .77 hours per week. However, new employees may not take any paid time off during their introductory period.
- At the start of the second year of full-time employment, employees will begin to earn and accrue ten (10) days of paid time off at a rate of 1.54 hours per week.
- At the start of the sixth year of full-time employment, employees will begin to earn and accrue fifteen (15) days of paid time off at a rate of 2.31 hours per week.
- Employees who have completed ten full years of full-time employment earn and accrue twenty (20) days of paid time off at the rate of 3.08 hours per week.

Active service commences with an employee's first day of work and continues thereafter unless broken by a termination of employment.

Drivers who are paid per mile or per trip will be paid their paid time off at an hourly rate for the paid time off hours accrued at the hourly rate established on the published pay schedule for the division to which they are assigned.

**Temporary, seasonal and part-time employees do not earn or accrue paid time off.**

The Company encourages all employees to take their paid time off on an annual basis. Employees will be able to accrue up to double their annual potential paid time off allocation ("the paid time off cap"). Once an employee's paid time off cap is reached, no further paid time off will accrue until some paid time off is used. For example, an employee who accrues ten (10) days for paid time off time per year is only allowed to accrue up to a total of twenty (20) days of paid time off.

Non-driver employees may take pay in lieu of time for up to one half their annual accrual rates, whereas drivers may take all their paid time off in pay in lieu of time off.

Employees become eligible to take accrued paid time off after the successful completion of their introductory period, and as work schedules permit. Paid time off schedules must be coordinated and cleared with your supervisor. Tiger Lines schedules determine permissible paid time off periods, which employees may need to defer or otherwise adjust accordingly. Tiger Lines reserves the sole right to make all final determinations on all paid time off decisions. Exempt employees must take paid time off in no less than four-hour increments, except when paid time off is being used for a protected leave of absence.

Non-exempt employees must take paid time off in no less than one-hour increments, except when paid time off is being used for a protected leave of absence. Employees must use paid time off when missing a regular scheduled work day. Employees may not take an unpaid day off if there is time available in their accrued paid time off.

Employees absent for a full or partial day of paid time off will have the corresponding amount of time deducted from their accrued paid time off.

An employee whose employment terminates will be paid for accrued unused paid time off.

Employees on unpaid leave do not earn or accrue paid time off.

If a holiday occurs during your paid time off period, you will be granted one additional day of paid time off, to be taken at a time approved in advance by Tiger Lines.

If you are absent longer than three consecutive (3) days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work safely may be required.

**Paid Time Off and Workers' Compensation Benefits**

Paid time off is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If you have accrued and unused paid time off, the additional absences from work may be paid with the use of available paid

time off.

## **Paid Sick & Safe Time Policy**

The Company recognizes that employees may need time away from work. This time away may arise based upon various reasons, including for the employee's own illness, a family member's illness, or if the employee is a victim of domestic violence, sexual assault or stalking. As a result, the Company provides Paid Sick and Safe Time ("PSST") to employees each year in recognition of that need.

### **Eligibility**

All employees (full-time, part-time, temporary or seasonal employees) who perform work in California (except Oakland and San Francisco) will be eligible to accrue PSST from the Company's implementation of this policy or completion of 30 days of work for the Company in California, whichever is later. An employee may not use PSST until the employee's 90th day of employment with the Company.

### **Reasons Sick and Safe Time May be Used**

Employees may use PSST for themselves and their family members:

- For diagnosis, care or treatment of an existing medical condition; or
- For preventive care

Employees may also use PSST if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to:

- Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or his or her child;
- Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
- Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
- Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
- Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

For purposes of this policy, "eligible family members" include a:

- Spouse;
- Biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands *in loco parentis*;
- Biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner or a person who stood in *loco parentis* when the employee was a minor child;
- Sibling;
- Grandparent or grandchild; and
- Registered domestic partner (as defined by state or local law), as well as the child or parent of a registered domestic partner.

The definition of "child" applies irrespective of a child's age or dependency status.

### **General Guidelines**

Eligible employees are provided with the greater of 24 hours or the equivalent of 3 days (based on the employee's work schedule) of PSST each calendar year. Employees are eligible to take PSST beginning on the 90th day of employment with the Company. Employees cannot cash out unused PSST at the end of the calendar year.

## **Requesting Paid Sick & Safe Time**

PSST may be used in increments of two hours or greater to cover all or just part of a work day. PSST benefits will be paid in accordance with applicable law. If the need for PSST use is foreseeable, an employee must provide reasonable advance notice – either orally or in writing – to their supervisor of an absence from work. If the use of PSST is unforeseeable, an employee must provide notice – either orally or in writing – to their supervisor of the need to use PSST as soon as practicable. In all circumstances, an employee is responsible for specifying that the time off is for PSST reasons, so that the absence may be designated as a PSST absence. Failure to obtain approval as soon as possible after determining the need to take PSST may result in discipline. Employees using PSST are not required to search for or find a replacement employee to cover the periods of time in which they are absent from work using PSST.

## **Separation from Employment & Rehire**

An employee who separates from employment with the Company will not be paid out unused PSST at separation. If an employee is rehired within one year of his/her separation from employment, the employee will receive back all accrued, but unused, PSST the employee had available at the time of separation and will be eligible to use that time as of the date of rehire.

## **Discrimination & Retaliation Prohibited**

The Company prohibits discrimination and/or retaliation against employees who request or use PSST for authorized circumstances protected by law or for making a complaint or informing a person about a suspected violation of the law. Likewise, the Company prohibits discrimination and/or retaliation for cooperating with officials in investigating claimed violations of the law, cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice that is prohibited by the law, or informing any person of his or her potential rights under the law.

## **Holidays**

The Company typically observes eight (8) paid holidays each year and they may change from year to year. Only eligible full-time regular employees are eligible to receive paid holiday time off.

Tiger Lines generally observes the following paid holidays:

- January 1 (New Year's Day)
- Memorial Day
- July 4th (Independence Day)
- Labor Day
- Thanksgiving Day and the Friday after
- Christmas Day
- Floating Holiday

When a holiday falls on a Saturday, it is usually observed on the prior Friday, and when a holiday falls on a Sunday, it is usually observed on the following Monday. However, Tiger Lines may grant another day off in lieu of closing. Holiday observance will be announced in advance. Drivers are paid for each holiday for eight (8) hours at the hourly rate as established on the published pay schedule for their division they are assigned to.

Each non-exempt employee's eligibility for holiday pay begins immediately. To be eligible for holiday pay, you must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your supervisor. If you are a non-exempt employee required to work on a paid scheduled holiday, you will receive your regular rate of pay plus holiday pay. Exempt non-agriculture employees that work on a holiday may elect to accrue their holiday pay into their paid time off amount. The policy regarding maximum balances still applies.

The Floating Holiday is awarded annually every January 1<sup>st</sup> of every year and can be used like regular paid time off. New hires will receive their floating holiday on January 1<sup>st</sup> of the year following their employment.

## Leaves of Absence

Tiger Lines may grant leaves of absence to employees in certain circumstances. Request any leave in writing as far in advance as possible, keep in touch with your supervisor or the HR Director during your leave, and give prompt notice of any change in your anticipated return date. If your leave expires and you fail to return to work without contacting your supervisor or the HR Department, the Company will assume that you do not plan to return and that you have terminated your employment. Upon return from a leave of absence, you will resume all aspects of your employment status that existed prior to the start of your leave.

It is understood that you will not obtain other employment that conflicts with the terms of your leave of absence or apply for unemployment insurance while you are on a leave of absence. Acceptance of conflicting other employment while on leave will be treated as a voluntary resignation from employment at Tiger Lines.

Paid time off, holidays and other benefits will not accrue while you are on an unpaid leave of absence. Upon return from a leave of absence, you will be credited with the full employment status, which existed prior to the start of the leave. While you will retain your original date of hire, you will not receive length of service credit for the time you were on leave, unless otherwise required by law.

## Genetic Information

The Genetic Information Nondiscrimination Act of 2008 (GINA) and a similar California state law prohibits employers from requesting or requiring genetic information of employees or their family members. In order to comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought to receive genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

## Family/Medical Leave

### Terms of the Leave

Pursuant to the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), the Company will grant an unpaid leave of absence of up to 12 workweeks (26 workweeks are available for military caregiver leave as described below) in a 12-month period to an eligible employee for any and all of the following purposes:

- Because of the birth of a child of the employee, and in order to care for the employee's child ("Bonding Leave");
- Because of the placement of a child with the employee in connection with the adoption or foster care of the child ("Bonding Leave");
- In order to care for a child, parent or a spouse (under CFRA, an employee may also utilize CFRA leave to care for a domestic partner, as defined in Section 297 of the California Family Code) who has a serious health condition ("Family Care Leave");
- Because of an employee's serious health condition that makes the employee unable to work at all or to perform one or more of the essential functions of his or her position ("Serious Health Condition Leave");
- A "qualifying exigency," as defined under the FMLA (see below), arising from a spouse's, child's, or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces ("Military Exigency Leave"); and
- In order to care for a spouse, child, parent or next of kin (nearest blood relative) who is a "covered service member," as defined below ("Military Caregiver Leave").

For Military Caregiver Leave, the 26 week leave entitlement is measured in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date. For all other leaves, the "12-month period" will be a rolling year forward and will begin on the first day which leave is permitted under this policy.

When it is medically necessary because of Serious Health Condition Leave, Family Care Leave, or Military Caregiver Leave, employees may take leave either intermittently or on a reduced leave schedule. Employees may also take Military Emergency Leave, as needed, either intermittently or on a reduced leave schedule. “Intermittent leave” is leave taken in separate blocks of time. A “reduced leave schedule” is a schedule that reduces the usual number of hours in your usual workday or workweek. The amount of leave time taken on this basis will reduce the total amount to which the employee is entitled based on the amount of time actually used.

Leave taken because of the birth, adoption or foster care placement of a child does not have to be taken in one continuous period but must be completed within one year of the birth or placement. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks; with the exception the Company will grant a request for a leave of less than two weeks’ duration on any two occasions. When both parents are employed by the Company, and request simultaneous leave for the birth, adoption or foster care placement of a child, the Company will not grant more than a total of 12 workweeks of family/medical leave for this reason.

## Definitions

“**Child,**” for purposes of Bonding Leave and Family Care Leave, means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. “**Child,**” for purposes of Military Emergency Leave and Military Caregiver Leave (see below), means a biological, adopted, or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.

“**Parent,**” for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents “in law.” For Military Emergency leave taken to provide care to a parent of a military member (see below), the parent must be incapable of self-care, as defined by the FMLA.

“**Covered Active Duty**” means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

“**Covered Servicemember**” means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.

“**Serious health condition**” means an illness, injury, impairment, or physical or mental condition as defined by state and federal law. Under federal law, pregnancy disabilities are included within the definition of a serious health condition, under state law, pregnancy disabilities are covered by the pregnancy disability law.

“**Serious injury or illness**” in the case of a member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by the servicemember in the line of duty on active duty (or that preexisted the member’s active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render him/her medically unfit to perform the duties of his/her office, grade, rank or rating. A “serious injury or illness” in the case of a veteran means a qualifying injury or illness (to be defined by the Department of Labor) that was incurred in line of duty on active duty (or existed before the beginning of the member’s active duty and was

aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.

**“Qualifying exigency”** is defined by the Department of Labor and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling, and post-deployment activities. Military Exigency Leave may also be used to spend up to 5 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

## **Length of Leave**

If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; and (3) Serious Health Condition Leave. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

When the reason for leave is Bonding Leave under the CFRA or Fed-FMLA and both spouses (Fed-FMLA) or both parents (CFRA) work for the Company and are eligible for leave under this policy, the spouses or parents, as applicable, will be limited to a total of 12 workweeks off between the two of them. However, the Company will not limit the employees' entitlement to CFRA for any qualifying reason other than Bonding Leave. When the reason for leave is Family Care Leave and if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them under Fed-FMLA. The applicable "12-month period" utilized by the Company is the calendar year; a fixed 12-month leave year. The 12-month period begins each January and ends each December.

The maximum amount of Fed-FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, under the Fed-FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, leave beyond an employee's FMLA Leave entitlement will be granted when the leave is necessitated by an employee's work-related injury or illness, a pregnancy-related disability or a "disability" as defined under the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA). When the reason for CFRA leave was the employee's serious health condition, which also constitutes a "disability" under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, the Company will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA.

## **Eligibility**

To be eligible for a leave under this policy (and under FMLA and CFRA), you must meet all three of the following criteria:

- You must have at least 12 months of service;
- You must have worked at least 1,250 hours in the previous 12 months, as of the date the leave begins; and
- You must be employed at a worksite at which, or within 75 miles of which, there are at least 50 Company employees.

## **Scheduling Your Leave**

You must give as much notice of your leave of absence as is possible to the HR Department. If you make a subsequent leave request for the same qualifying reason as an earlier leave, you must specifically reference the qualifying reason.

If your need for a Bonding, Family Care, Serious Health Condition, Military Caregiver Leave is foreseeable, you must provide at least 30 days' advance notice. If 30 days' advance notice is not possible, notice should be given on the same or next business day as you learn of the need for leave and you must explain why 30 days' advance notice was not possible. If your need is not foreseeable, you should provide as much notice as is practicable. If your need for a leave is for a planned medical treatment for you or a family member, you should make a reasonable effort to schedule the treatment to avoid disruption to the Company's operations, subject to the approval of your or the family member's health care provider.

An employee shall give notice of the need for Military Exigency Leave as soon as practicable regardless of how far in advance such leave is foreseeable.

## **Certification of Your Need for a Leave**

If you need a leave of absence due to Serious Health Condition Leave, Family Care Leave, or Military Caregiver Leave, you must submit a written certification signed by a health care provider.

If the leave is needed to care for Family Care Leave or Military Caregiver Leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants the participation of the employee.

For Military Caregiver Leave, an invitational travel order ("ITO") or invitational travel authorization ("ITA") may be submitted in lieu of a certification of health care provider form.

If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and  
Inability of the employee to work at all or perform any one or more of the essential functions of his/her position because of the serious health condition.

The Company will require that an employee's request for Military Exigency Leave be supported by a certification, a copy of active duty orders and any available documentation that supports the need for the leave.

You must provide a complete and enough certification within 15 calendar days after the Company requests the certification, unless it is not practicable to do so despite your diligent, good faith efforts. If the Company informs you that the certification you provide is not complete or enough, you will have 7 calendar days to submit the additional information, unless it is not practicable to do so despite your diligent, good faith efforts. If your serious health condition or the serious health condition of your family member lasts beyond a single leave year, you must provide a new certification in any subsequent leave year in which you wish to take family and medical leave.

If the Company has reason to doubt the validity of the certification of your condition, it may require you to obtain the opinion of a second health care provider, chosen by the Company and at its expense, concerning any information contained in your certification. If the second opinion conflicts with your original certification, the Company may require, at its expense, that you obtain the opinion of a jointly approved third health care provider. The opinion of the third health care provider will be final and binding. You may obtain copies of these second and third opinions without cost upon request.

The Company may ask you for recertification if you request an extension of the leave, circumstances described in a certification have changed significantly, or information is received that casts doubt on the reason for the absence

or the continuing validity of the certification. The recertification must be provided within 15 calendar days of the Company's request and any deficiencies must be corrected within 7 calendar days of the Company's request. The Company will not use the recertification process during the period in which leave is supported by an ITO or ITA.

Failure to provide a complete and enough certification or recertification will result in the denial of family and medical leave. During your absence, you must provide, at least every 30 days or at the request of the Company, periodic reports that describe your status and prospects for return to work. If these reports are not provided, your leave may be terminated, and your employment may also be terminated.

### **Reinstatement**

If you and the Company have agreed upon a definite date of return, you will be reinstated on that date if you notify the Company that you are able to return on or before that date. If the length of your leave has not been established, or if it differs from the original agreement, you will be returned to work within two business days after you notify the Company of your readiness to return.

To return to work from a leave for your own serious health condition, you must present a release from your health care provider. You must provide the release before you will be allowed to return to work. You will be reinstated to the position you held before beginning your leave, or you will be placed in an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

You have no greater right to reinstatement, or to other benefits and conditions of employment, than if you had been continuously employed during the leave. If you are laid off during your leave, your employment will be terminated and the Company's responsibility to continue your leave, to maintain your group medical plan benefits, and to reinstate you will cease at the time of your layoff.

The Company may refuse to reinstate you following a leave of absence if you are a salaried employee who is among the highest paid 10% of all employees (both salaried and unsalaried) employed at or within 75 miles of your worksite (a "key employee") and:

- (1) Denial of reinstatement is necessary to prevent "a substantial and grievous" economic injury to the Company's operations;
- (2) The Company notifies you of its intent to deny reinstatement on this basis at the time that it determines that substantial and grievous economic injury will occur; and
- (3) If your leave has begun, you decide not to return after receiving this notice.

The Company will advise you, when it responds to your request for a leave, if you are a key employee.

### **Integration with Other Leaves**

Leave under this policy will run concurrently with Pregnancy Disability Leave (under the FMLA only), Medical Disabilities Leave and Workers' Compensation Leave, if applicable.

An employee may use up to four (4) months of Pregnancy Disability Leave for a pregnancy-related disability. The employee may then take a CFRA leave under this policy of up to 12 weeks for baby bonding if she meets the eligibility requirements of this policy. The employee will be entitled a combined leave of no more than a total of four (4) months plus 12 workweeks.

### **Integration with Other Benefits**

Your leave will be unpaid. You may substitute your accrued paid time off, if applicable, for unpaid leave. The substitution of paid time off for unpaid leave will not extend the length of the leave to which you are otherwise entitled.

If you take a leave because of your own serious health condition, you should apply for California state disability insurance ("SDI") benefits. SDI forms are available from your health care provider or online at [http://www.edd.ca.gov/disability/di\\_forms\\_and\\_publications.htm](http://www.edd.ca.gov/disability/di_forms_and_publications.htm). If you take leave because of Bonding Leave, Family Care Leave, or Military Caregiver Leave, you may apply for California's paid family leave ("PFL") benefits. PFL benefits may be available from your health care provider or online at

[http://www.edd.ca.gov/disability/PFL\\_Forms\\_and\\_Publications.htm](http://www.edd.ca.gov/disability/PFL_Forms_and_Publications.htm). Any SDI or PFL for which you are eligible will be integrated with your accrued paid time off pay so that you do not receive over 100% of your regular pay. You will not accrue paid time off benefits and you will not be eligible to receive holiday pay during any unpaid portion of your leave.

During your leave, your group medical plan coverage for you and your dependents will be maintained at the level and under the conditions coverage would have been provided if you had remained continuously employed. The obligation to continue the group medical plan coverage begins on the first day on which leave begins for a family and medical leave under this policy or a pregnancy-related disability leave that runs concurrent with leave under the FMLA. The obligation to continue health benefits during FMLA or CFRA leave continues up to a maximum of 12 workweeks (26 workweeks for military caregiver leave) in a 12-month period.

In some instances, the Company may recover from an employee the premiums paid by the company to maintain health coverage if the employee fails to return to work following family/medical leave.

## **Pregnancy and Pregnancy Related Disabilities**

The Company will grant an unpaid pregnancy disability leave and/or an accommodation to an employee disabled due to pregnancy, childbirth, or related medical conditions.

### **Pregnancy Disability Leave**

Any employee who is *disabled* by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement. For purposes of this policy, you are *disabled* when, in the opinion of your healthcare provider, you cannot work at all or are unable to perform any one or more of the essential functions of your job or to perform them without undue risk to yourself, the successful completion of your pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if you need to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

### **Reasonable Accommodation for Pregnancy Related Disabilities**

Any employee who is *affected by pregnancy* may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. You are *affected by pregnancy* if you are pregnant or have a related medical condition, and because of pregnancy, your health care provider has certified that it is medically advisable for you to temporarily transfer or to receive some other accommodation.

The Company will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee *affected by pregnancy* if:

- She requests a transfer or other accommodation;
- The request is based upon the certification of her health care provider as “medically advisable”; *and*
- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

No additional position will be created, and the Company will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job as a part of the accommodation process.

### **Advance Notice and Medical Certification**

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, you must:

- Provide 30 days’ advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days’ notice is not foreseeable; and

- Provide a signed medical certification from your health care provider that states you are disabled due to pregnancy or that it is medically advisable for you to be temporarily transferred or to receive some other requested accommodation.

The Company may require you to provide a new certification if you request an extension of time for your leave, transfer or other requested accommodation.

### **Duration**

The Company will provide you with a Pregnancy Disability Leave of Absence for the duration of your pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by your health care provider. The four months of leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

### **Reinstatement**

If you and the Company have agreed on a definite date of return from your leave of absence or transfer, you will be reinstated if you notify the Company that you are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, you will be returned to work within two (2) business days, where feasible, after you notify the Company of your readiness to return.

Before you will be allowed to return to work in your regular job following a leave of absence or transfer, you must provide your supervisor with a certification from your health care provider that you can perform safely all of the essential duties of your position, with or without reasonable accommodation. If you do not provide such a release prior to or upon reporting for work, you will be sent home until a release is provided. This time before the release is provided will be unpaid.

You will be returned to the same or a comparable position upon the conclusion of your leave of absence or transfer. If the same position is not available on your scheduled return date, the Company will provide you a comparable position on your scheduled return date or within 60 calendar days of that return date. However, you will not be entitled to any greater right to reinstatement than if you had not taken the leave. For example, you would have been laid off regardless of the leave, or you would not have been offered a comparable position, then the employee will not be entitled to reinstatement.

Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless you are taking additional leave provided by law or Company policy or the Company has otherwise approved you to take additional time off.

### **Integration with Other Benefits**

Pregnancy Disability Leaves of Absence and accommodations that require you to work a reduced work schedule or to take time off from work intermittently are unpaid. You may use paid time off benefits during the unpaid leave of absence. However, use of paid time off benefits will not extend the available leave of absence time. Paid time off hours will not accrue during any unpaid portion of the leave of absence.

Employees should apply for California State Disability insurance ("SDI") benefits. SDI forms are available from your health care provider or online at [http://www.edd.ca.gov/disability/di\\_forms\\_and\\_publications.htm](http://www.edd.ca.gov/disability/di_forms_and_publications.htm). Any SDI for which you are eligible will be integrated with accrued paid time off, or other paid time off benefits so that you do not receive more than 100% of your regular pay.

## **Benefits Continuation**

The Company will maintain an employee's health insurance benefits no longer than 12 weeks on approved FMLA/CFRA and Workers' Compensation leave. A period of up to four months will be provided for employees on Pregnancy Disability Leave. The employee will be required to continue to pay all required premiums and must make these payments in compliance with Company policy on a monthly basis during leave time (except during any periods of time when the employee is taking paid time off). In some instances, the Company may recover premiums it paid to maintain health insurance benefits if you fail to return to work following a leave for reasons other than taking additional leave afforded by law or Company policy or not returning due to circumstances beyond your control.

## **Lactation Accommodation**

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for nonexempt employees.

Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time are required, employees should work with their supervisor [or insert name/contact details for appropriate company representative or department] regarding scheduling and reporting the extra break time.

Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

The Company will provide employees with the use of a room or a private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from co-workers and the public. The Company will make a reasonable effort to identify a location within proximity to the work area for the employee to express milk. This location may be the employee's private office, if applicable. Lactation is considered a pregnancy-related condition under California law.

Employees should discuss with [insert name/contact details for appropriate company representative or department] the location for storage of expressed milk. In addition, employees should contact [insert name/contact details for appropriate company representative or department] during their pregnancy or before their return to work to identify the need for a lactation area.

The Company will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in the same manner that it addresses other non-incapacitating medical conditions, including requested time off for medical appointments, requested changes in schedules and other requested accommodations.

## **Parental Leave [New Parent Leave Act]**

The Company provides time off for the birth, adoption or foster care of an eligible employee's child in accordance with the California New Parent Leave Act ("NPLA"). Leave to bond with a new child must be taken within one year of the child's birth, adoption or foster care placement.

## **Employee Eligibility**

To be eligible for NPLA leave, employees must: (1) have been employed by the Company for more than 12 months (52 weeks) at any time prior to the commencement of a NPLA leave; (2) have worked at least 1,250 hours during the previous 12 months as of the start of the leave; (3) have worked at a location where at least 20, but not more than 49, employees are employed by the Company within 75 miles of the employee's worksite; and (4) not be eligible for leave under the Federal Family and Medical Leave Act (FMLA) or California Family Rights Act (CFRA). Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify for NPLA leave, they should contact Human Resources.

## **Length of Leave**

The maximum amount of NPLA leave will be 12 workweeks in any 12-month period. A 12-month period begins on the date of the employee's first use of NPLA leave. Successive 12-month periods commence on the date of the employee's first use of such leave after the preceding 12-month period has ended.

If both parents work for the Company and are eligible for leave under this policy, they will be limited to a total of 12 workweeks off between the two of them. The Company may also require that the parents' NPLA leaves of absence be taken at different times and not overlap.

NPLA leave is in addition to and will not run concurrently with leave taken in accordance with California's pregnancy disability leave law.

## **Notice and Certification**

When the need for the leave is foreseeable based on the expected birth or placement of a child, employees must provide at least 30 days' advance notice. If 30 days' notice is not practicable, then employees should provide notice as soon as practicable. Employees should provide notice by **[insert notice requirements/procedures]**.

Absent unusual circumstances, failure to comply with these notice requirements may result in a delay or denial of the NPLA leave.

If an employee fails to return to work at the end of NPLA leave and has not obtained an extension of the leave, the Company may presume that the employee does not plan to return to work and has voluntarily terminated his or her employment.

## **Compensation and Benefits During Leave**

Generally, NPLA leave is unpaid. However, employees may be eligible to receive benefits through a state-sponsored Paid Family Leave ("PFL") insurance program. Employees may also choose to use accrued vacation, paid sick time or other paid time off. If employees elect to have wage-replacement benefits and accrued paid leave integrated, the integration may be arranged such that employees will receive no greater compensation than their regular compensation during this period. The use of paid benefits will not extend the length of NPLA leave.

The Company will continue making contributions to employees' group health benefits during their leave on the same terms as if the employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees will generally be provided with group health benefits for a 12-workweek period. In some instances, the Company may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following NPLA Leave for reasons other than continuation, recurrence, or onset of a serious health condition or circumstances beyond the employee's control.

An employee's length of service will remain intact, but benefits such as vacation and sick leave may not accrue while on an unpaid NPLA leave.

## **Return to Work**

At the conclusion of parental leave, employees will typically be reinstated to the same position they held at the time of the leave or to a comparable position with equivalent pay, benefits and other terms and conditions of employment. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave.

## **Fraudulent Use of NPLA Leave Prohibited**

An employee who fraudulently obtains NPLA Leave from the Company is not protected by the NPLA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against an employee due to such fraud.

## **Nondiscrimination**

The Company takes its NPLA leave obligations very seriously and will not interfere with, restrain or deny the exercise of any rights provided by the NPLA. We will not terminate or discriminate against any individual for exercising his or her right to parental leave under the NPLA or for giving information or testimony regarding his or another person's parental leave in an inquiry or proceeding related to rights under the NPLA. If an employee believes that his or her NPLA rights have been violated in any way, he or she should immediately report the matter to Human Resources.

Employees should contact Human Resources as to any NPLA questions they may have.

## **Workers' Compensation Leave**

The Company will grant a workers' compensation leave to employees with occupation illnesses or injuries in accordance with state law. An employee's workers' compensation leave will run concurrently with any family and medical leave under federal or state law to which the employee is entitled. Workers' compensation leaves must be substantiated with reports from a health care provider verifying the existence of an occupational illness or injury under the state's workers' compensation system.

You may utilize your accrued paid time off during your workers' compensation leave. Any paid time off pay will be integrated with your workers' compensation benefits so that you do not receive more than 100% of your regular pay.

Workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. However, you may use accrued paid time off to cover these absences for treatment.

The Company will maintain your group health insurance coverage up to a maximum of 12 workweeks per 12-month rolling forward period on the same terms as if you had continued to work. You are required to continue paying your portion of the premium each month. Failure to pay the employee portion will result in a lapse of coverage. Employees should contact the Payroll Department for further information.

Upon submission of a medical certification that an employee can return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Company's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a disability, the Company's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act. If the employee is returning from a workers' compensation disability leave that runs concurrently with a family and medical leave, then the provisions of the family and medical leave policy will also apply.

## **Disability Leave (Non-Work Related)**

An unpaid disability leave of absence may be granted as a reasonable accommodation for qualified employees who cannot perform one or more of the essential functions of their jobs due to non-work-related disabilities (other than pregnancy, childbirth, and related medical conditions).

Employees should request leave in writing as far in advance as possible. If you are granted a disability leave, you may utilize accrued paid time off pay. Any state disability benefits you receive will be integrated with your accrued paid time off pay so that you do not receive over 100% of your regular pay. Your disability leave will run concurrently with any federal and/or state family/medical leave to which you are entitled. Your health insurance will not continue during any portion of your disability leave that does not also qualify as a leave under federal and state family/medical leave laws.

If your disability and/or need for leave is not obvious, you must submit certification from your health care provider that contains the following information:

- Verification that you have a disability;
- The severity and duration of your impairment as a result of this disability;
- The activity or activities that the impairment limits and extent to which the impairment limits your ability to perform the activity or activities; and
- A statement that because of the disability, you cannot perform one or more of the essential functions of your position.

During the leave of absence, you must provide periodic reports from your health care provider, upon request, that describe your status and prospects for return. If these reports are not provided, the leave of absence may be terminated, and employment may also be terminated. Before you will be allowed to return to work, you must present a release from your health care provider that certifies you are able to perform safely all of the essential functions of your position, with or without reasonable accommodation.

If returning from a non-work-related disability leave, you will be offered the same position you held at the time your leave began, if available. If your former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend upon job openings existing at the time of your scheduled return. Tiger Lines makes no guarantees of reinstatement, and your return will depend upon your qualifications for existing openings.

## **Personal Leave**

A personal leave of absence without pay may be granted at the discretion of Tiger Lines. Requests for personal leave should be limited to unusual and rare circumstances requiring an absence of longer than two weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

## **Bereavement Leave**

Tiger Lines grants leave of absence to employees in the event of the death of the employee's current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, or daughter-in-law. An employee with such a death in the family may take up to three (3) days consecutive scheduled workdays off without pay with the approval of the Company. Your supervisor may approve additional unpaid time off.

## **Jury Duty and Witness Leave**

Employees are given leave for jury duty or witness duty pursuant to a court summons, order or subpoena. Non-exempt employees will not be paid during this leave. Exempt employees will receive full salary unless they are absent for a full week and perform no work. You should notify the HR Department and your supervisor of the need for time off for jury duty or witness leave as soon as a notice from the court is received. You may be requested

to provide written verification from the court clerk of performance of jury or witness service. If work time remains after any day of jury selection or jury or witness duty, you will be expected to return to work for the remainder of your work schedule.

Time spent on jury or witness duty is not included as time worked for overtime purposes. Accrual for benefits calculation such as paid time off will not be affected during leave. Health insurance will remain in effect and unchanged for the full term of the absence. Any mileage allowance, fees, etc., paid by the court for jury services are to be retained by the employee.

## **Domestic Violence Leave**

Employees who are victims of domestic violence are eligible for unpaid leave. You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child.

You should provide notice and certification of your need to take leave under this policy. Certification may be sufficiently provided by any of the following:

- A police report indicating that the employee was a victim of domestic violence;
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court; or
- Documentation from a medical professional, domestic violence advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

Tiger Lines will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision. Time off under this policy is limited to 12 weeks in a 12-month period. During the leave, employees may utilize accrued paid time off if applicable to the situation.

## **Military Leave**

Employees who wish to serve in the military and take military leave should contact the HR Department for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

## **School or Daycare Activities**

Employees are encouraged to participate in the school or daycare activities of their child(ren). The absence is subject to all the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in a licensed daycare center, in kindergarten or grades one to 12 may take time off for a school or daycare activity;
- The time off for school or daycare activity participation cannot exceed eight hours in any calendar month, or a total of 40 hours each year;
- Employees planning to take time off for school or daycare visitations must provide as much advance notice as possible to their supervisor;
- If both parents are employed by Tiger Lines, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;
- Employees must use any accrued paid time off available during this time off;
- Employees who do not have paid time off available will take the time off without pay; and
- Employees must provide their supervisor with documentation from the school or daycare verifying that the employee participated in a school or daycare activity on the day of the absence for that purpose.

## **Suspension**

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. No discriminatory action will be taken against an employee who takes time off for this purpose.

## **Time Off for Voting**

If an employee does not have enough time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of paid time off during an election day. When possible, an employee requesting time off to vote shall give his or her supervisor at least two days' notice.

## **Victims of Crime Leave**

Employees who are themselves victims or who are the family member of a victim of a violent felony or serious felony may take time off from work under the following circumstances:

- The crime must be a violent or serious felony, as defined by law; and
- You must be the victim of a crime, or you must be an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim.

An immediate family member is defined as: a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

A registered domestic partner means a domestic partner pursuant to California Labor Code section 297 who is registered in accordance with California state law.

The absence from work must be in order to attend judicial proceedings related to a crime listed above.

Before you are absent for such a reason, you must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office or a victim/witness office.

If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings will be unpaid, unless you choose to take accrued paid time off if applicable to the situation.

## **Volunteer Civil Service Personnel**

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. You are also eligible for unpaid leave for required training. If you are an official volunteer firefighter, please alert your supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

## **Civil Air Patrol Duty**

Employees who have been employed 90 days or more are permitted to request up to ten (10) calendar days of unpaid leave per year to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Such leave is limited to three (3) days for each emergency operational mission, unless the government entity that authorized the mission extends it and the Company approves the additional time off. Upon expiration of the leave, an employee will generally be reinstated to his or her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

Employees requesting time off must notify their direct supervisor as soon as possible after learning the intended dates upon which such leave will begin and end. Approval of any leave request is conditioned upon certification from the proper Civil Air Patrol Authority of the employee's eligibility to take such leave. Failure to provide the required certification will result in denial of leave. Employees may, but are not required to, elect to substitute any accrued unused paid time off, for otherwise unpaid Civil Air Patrol Leave.

## **Bone Marrow or Organ Donor Leave**

Employees who wish to donate an organ or bone marrow are entitled to a paid leave of absence if they have been employed by the Company for 90 days prior to the leave. In a consecutive 12 months period, an employee may take a leave of absence for: (1) organ donation for up to thirty (30) working days; and/or (2) bone marrow donation for up to five (5) working days. The Company may, in its sole discretion, require an employee to take up to two (2) weeks of earned, but unused, paid time off for organ donation and up to five (5) days of earned, but unused, paid time off for bone marrow donation. The Company reserves the right to require verification by a physician regarding the employee's donation of an organ or bone marrow, as well as the fact that the donation is a medical necessity. Employees are required to provide their supervisor with as much notice as is reasonable under the circumstances prior to their leave of absence to donate an organ or bone marrow. Leave may be taken in one or more parts during the 12 consecutive month period.

An employee taking leave under this policy will be returned to the same position held by the employee when the leave began, or to an equivalent position. Any organ or bone marrow donation leave will not be counted as a break in the employee's service for purposes of determining the employee's right to paid time off benefits. The Company will not retaliate in any way against any employee who invokes his/her right to organ or bone marrow donation leave. Leave under this policy does not run concurrently with FMLA or CFRA.

## **Insurance Benefits**

### **Medical Insurance**

Tiger Lines provides access to a comprehensive medical and dental insurance plan for eligible full-time employees and their dependents. Medical and dental insurance is provided in accordance with applicable law. (Some plans may not be available in all counties.) A Company benefits enrollment package will be issued to you outlining eligibility, benefits afforded, and any costs of the benefits to the employee. In the event of an increase in medical insurance premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage. Details about medical insurance coverage are always available in a separate publication distributed by the Payroll Department. If there is any conflict between this Handbook and the official summary plan descriptions (SPD) or plan documents, the official SPDs and/or plan documents will govern.

### **Disability Insurance**

Disability insurance is provided for you pursuant to the California Unemployment Insurance Code. Each employee contributes through payroll tax to California's state disability insurance programs. Disability insurance is mandated by the California Unemployment Insurance Code and administered by the Employment Development Department. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at the Company.

### **Unemployment Insurance**

Tiger Lines contributes thousands of dollars each year to the California Unemployment Insurance Fund on behalf of its employees.

### **Social Security**

Social Security is an important part of every employee's retirement benefit. Tiger Lines pays a matching contribution to each employee's Social Security taxes.

### **State Paid Family Leave**

Each employee who works in California also contributes to California's State Disability Insurance (SDI) through a payroll tax deduction to fund the Paid Family Leave (PFL) program. PFL provides partial wage replacement for absences related to care of a family member, or bonding with a new minor child. Employees, who obtain an approved leave from work at Tiger Lines, are able to use PFL to provide care for a seriously ill parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, or sibling or to bond with the employee's new child or the new child of the employee's spouse or registered domestic partner; or to bond with a child in connection with the adoption or foster care placement of the child with the employee or the employee's spouse or registered

domestic partner (bonding time within first 12 months of child's life, adoption, or placement). There is no protection or return rights for employees using PFL benefits. For specific rules and regulations governing PFL benefits, employees should contact the Payroll Department. If you take a leave under this provision that qualifies you for payments for PFL, you will be required to use any accrued and unused paid time off, up to a maximum of two (2) weeks, so long as you are not receiving wage replacement through an employer-provided benefit. Thereafter, your PFL benefits may be supplemented with any accrued but unused paid time off. For additional information, please contact the Payroll Department for an informational brochure concerning your rights under the PFL program. Review this handbook regarding your eligibility for a leave of absence.

### **401k and Profit-Sharing Plans**

Tiger Lines provides a contributory (401k) profit sharing plan. After twelve (12) months of active, continuous full-time employment, all regular full-time employees qualify for this program when they reach 21 years of age or older. Newly eligible employees will be added to the program at the beginning of each month. The plan is contributory by the employee, and the contribution by Tiger Lines is contingent upon participation by the employee. Employees may defer up to the maximum allowed by the IRS and Tiger Lines may contribute a discretionary amount subject to a certain percentage of the employee's annual salary. The contribution is an annual match and the employee must be employed at year-end to receive this Company contribution. The Company Benefits Enrollment Package explains in detail the purpose, eligibility, enrollment times and benefits afforded.

Part-time, seasonal and temporary employees are not eligible for this benefit.

### **Pre-Tax Options**

Premium Only Plan – Allows employees to pay for their group insurance premium pre-tax. This allows an employee to save on Federal, State and Social Security taxes, which increases take-home pay.

### **Basic Life and Accidental Death & Dismemberment Insurance**

To give your survivors financial protection, Tiger Lines provides group term life and AD&D insurance at no cost to regular full-time employees. Part-time, seasonal and temporary employees are not eligible for this benefit.

### **Voluntary Insurance Plans**

The following voluntary plans allow you to elect additional coverage to meet your individual or family needs:

- Term Life Insurance
- Short Term Disability
- Short Term and Long-Term Disability
- 24 Hour Accident Coverage
- Cancer Indemnity Plan
- Cancer Protection Plan

## **Workers' Compensation**

Tiger Lines, in accordance with state law, provides insurance coverage for employees in case of work-related injuries or occupational illnesses. As an alternative, the Company may offer such employees modified work. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Assistance to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury or illness to your supervisor, no matter how small;
- Seek medical treatment and follow-up care if required using the Company's posted physicians for any work-related injury. Appointments with Company physicians should be coordinated with the Safety Department;
- Complete a written *Employee's Claim for Workers Compensation Benefits* (DWC Form I) and return it to the Assistant Safety Director.

## **Return to Work Program**

If you have been injured, Tiger Lines has developed a program to allow you to return to work as soon as possible. This program applies to all employees and will be followed when appropriate.

Certain employees may be eligible for a “transitional” work, i.e. a temporarily modified work assignment within the worker’s physical abilities, knowledge and skill, considering the worker’s recovery needs and cleared by the employees’ attending physician. See the Injury, Illness and Prevention Handbook for more details.

# **Company Property**

## **Employer Property**

Lockers, desks, computers, vehicles, and certain Shop equipment are the property of Tiger Lines and must be maintained according to Company rules and regulations. They must be kept clean. Tiger Lines reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee’s presence. Prior authorization must be obtained before any Company property may be removed from the premises

No personal locks may be used on Company-provided lockers unless the employee furnishes a copy of the key or the combination to the lock. Unauthorized use of a personal lock by an employee may result in losing the right to use a Company locker. For security reasons, employees should not leave personal belongings of value in the workplace. Personal items are subject to inspection and search, with or without notice, with or without the employee’s prior consent.

Tiger Lines may periodically need to assign and/or change “passwords” and personal codes for voice mail, e-mail and computers. Tiger Lines reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system.

Terminated employees should remove any personal items at the time they leave Tiger Lines. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee’s termination.

## **Housekeeping**

All employees are expected to keep their work areas clean and organized. This policy includes trucks, interior and exterior for drivers. People using common areas such as lunch rooms, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly. Our employees have always taken great pride in clean work areas, shiny trucks and general neat appearances throughout the facility. We encourage all employees to support this good “housekeeping” tradition at Tiger Lines.

## **Solicitation and Distribution of Literature**

In order to ensure efficient operation of the Company’s business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on Company property. Tiger Lines has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

No employee shall distribute or circulate any written, electronic or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

“Working time” does not include time while on meal or rest breaks.

**Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Company property.**

## **General Cellular and Land-Line Telephone Policy**

Please be advised of the following general cell and landline phone policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

**Minimize Personal Use:** Employees are required to keep all personal phone calls to a minimum at work. Friends and relatives should be discouraged from calling during working hours unless there is an emergency. Abuse of telephone privileges may result in discipline up to and including termination.

**Cell Phone Photographs:** Employees may take photographs for business-related purposes in order to distribute them to other company employees, (i.e. to help report on an incident, accident or communicate business-related items within the company).

**Personal Cell Phones:** Employees may carry active personal cell phones during business hours for legitimate company business or to communicate an emergency. Employees required to utilize their personal cell phones are reimbursed for the proportionate cost. Other personal uses of personal cell phones should be minimized, and all applicable laws should be adhered to by drivers.

**Company-Provided Cellular and Land-line Telephones:** Company provided cell and land-line telephones are to be used primarily for business purposes, except in the case of an emergency.

If offensive or inappropriate messages or photos are sent from company-provided phones, the Company will investigate, and such action may result in discipline.

All data, text and email and voice messages, information, pictures and other images stored in Company phones are property of the Company and may be reviewed internally at any time or subject to disclosure to third parties as required by law.

Company-provided phones should be returned to the Company immediately upon termination complete with data, text and email and voice messages, information, pictures and images intact as existed at the time of termination.

In the event the company provided cell phone is damaged or lost prior to being eligible for a discounted replacement, the company may provide a spare phone for the employee to use until the cell phone line is eligible for a discounted replacement.

An employee who receives inappropriate or offensive text messages/photos on a company provided phone should report the incident to a supervisor, the HR Department or another company official. In the interests of confidentiality, employees should not forward offensive messages to co-workers.

**Texting:** As with all other communication while in the course of employment, texts need to be appropriate. Employees should note that sending a text creates an electronic record of the message that can be retrieved in the future.

## **Cellular Telephone Use Policy while Driving: Comply with California and Federal Law**

It is the policy of Tiger Lines, LLC to prohibit any company employee, (drivers, shop or office employees), from using any “hand-held” cellular phone while driving and conducting Company business in a Company owned or personal vehicle.

In addition, all commercial drivers are prohibited by state and federal law and regulations from using “hand-held” cellular telephones while driving any placarded vehicle in interstate or intrastate transportation or operating any interstate or intrastate commercial motor vehicle.

**Permissible Use:** Any employee who drives during employment may use a cell phone with a hands-free device including Bluetooth headset, wired headset, speakerphone or one-touch/voice actuated calling. Two-way radios, or CB’s, are permissible if the driver is not required to reach for, dial or hold the mobile phone while driving. While using the “push-to-talk” function on a mobile phone, the driver must use a hands-free device and the phone must be mounted in a cradle or similar device. Other permitted activities include utilizing GPS navigational systems, fleet management systems, electronic log-book devices, or music players.

There is an emergency exception to the “hands free” rule that allows drivers to use hand-held phones to call 9-1-1 or communicate with law enforcement or emergency personnel, or text while stopped in this limited situation.

**Prohibited Use:** Unless the employee can do the following with only one touch, employees may not: 1) text or retrieve texts, 2) dial or answer the phone, 3) email, 4) search or access the web, 5) instant message, 6) or engage in any of the above activity on any other electronic devices including, but not limited to, laptops, note pads, and tablets.

**Texting Prohibited:** Text messaging while driving is impermissible per DOT and CMV regulations, unless you can do so with only one touch.

If you must use your cell phone while driving, and you do not have a hands-free device, you are required to safely pull off the road before making the call, although Tiger Lines does not advise drivers to stop on freeways unless there is an emergency.

**Employees will be responsible for any citations or infractions received as a result of any violation of this policy or California or Federal law.**

Please note that the traffic penalties and fines for not abiding by this rule are very high for commercial drivers.

Attached to this handbook, you shall find a “Confirmation of Receipt- Tiger Lines’ Cell Phone Policy, which you are required to read, understand and sign. Please ask your supervisor or the HR Department if you have any questions with regard to this policy.

## **Smoking**

Smoking is not allowed in any enclosed area of the facility. Using electronic cigarettes and other nicotine delivery devices, such as vaporizers, are not allowed in any enclosed area.

# **Safety and Health**

## **General**

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must always be safety-conscious. All work-related injuries or illnesses are to be immediately reported to your supervisor or to the Safety Department. In compliance with California law, and to promote the concept of a safe workplace, Tiger Lines maintains an Injury and Illness Prevention Program. The

Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the Safety Director’s office. In compliance with Proposition 65, Tiger Lines will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

## Workplace Violence

Tiger Lines has adopted the following workplace violence policy to ensure a safe working environment for all employees.

The Company has a zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.

Possession of weapons on Company premises and at Company-sponsored events shall constitute a threat of violence.

It is every employee’s responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent. You may report an incident to any supervisor or manager.

A threat includes, but is not limited to, any indication of intent to harm a person or damage Company property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally. The following are examples of threats and acts that shall be considered violent – this list is in no way all-inclusive:

Example	Type of Threat
Saying, “Do you want to see your next birthday?”	Indirect
Writing, “Employees who kill their supervisors have the right idea.”	Indirect
Saying, “I’m going to punch your lights out.”	Direct
Making a hitting motion or obscene gesture	Nonverbal
Displaying weapons	Extreme
Stalking or otherwise forcing undue attention on someone, whether romantic or hostile	Extreme
Taking actions likely to cause bodily harm or property damage	Acts of violence

### IIPP Reference, Workplace Violence

The Company’s workplace violence program is described in detail in the Company’s Illness and Injury Prevention Program (IIPP).

## Ergonomics

Tiger Lines is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The Company will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The Company encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

Tiger Lines believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact the HR Director.

## Employees Who Are Required to Drive

Employees who are required to drive a Company vehicle or their own vehicles on Company business will be required to show proof of current valid driving licenses and current effective insurance coverage before the first

day of employment. Tiger Lines participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who drive as part of their job.

Tiger Lines retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the Company's policy.

Employees who drive their own vehicles on Company business will be reimbursed at the current rate per mile established by the IRS.

## Heat Illness

The Company is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors are trained in the prevention of heat illness. Please refer to the Company's Injury Illness and Prevention Program or talk to your supervisor for details on how to ensure you are protected from heat illness dangers.

## Inclement Weather/Natural Disasters

In the event of severe weather or a natural disaster that prevents employees from safely traveling to and from work, the following leave policies will apply:

- **Inclement weather:** Conditions that excuse absence from work include snow, road closure, whiteout/fog, heavy rain and severe flooding. If weather conditions prevent you from safely traveling to work, you must notify your immediate supervisor or Lodi Dispatch by phone, if telephone service is functional, or by any other available means.
- **Natural disasters:** In the event of a natural disaster such as earthquake, fire or explosion, the office will be closed if the building is damaged or highways leading to the office are damaged. For instructions on reporting to another location, contact the office immediately, if possible.

## Social Media Policy

The Company recognizes the importance of social media for its employees. However, use of social media by employees may become a problem if it interferes with the employee's work; is used to harass coworkers or customers; creates a hostile work environment; or harms the Company's legitimate business interests. Tiger Lines encourages employees to use social media within the parameters of the following guidelines and in a way that does not produce the adverse consequences mentioned above.

Where no policy or guideline exists, employees are expected to use their professional judgment and take the most prudent action possible. If you are uncertain about the appropriateness of a social media posting, check with the HR Department.

Note: As used in this policy, "social media" includes, but is not limited to, forums, and social networking sites, such as Twitter, Facebook & LinkedIn.

- If your posts on social media mention the Company, its products or services, employees, customers, and/or competitors, make clear that you are an employee of the Company and that the views posted are yours alone and do not represent the views of Tiger Lines.
- Do not mention Tiger Lines clients, customers or partners without their express consent.
- Unless given written consent, you may not use the Tiger Lines' logo or trademarks on your posts.
- Do not pick fights. If you see a misrepresentation about the Company, respond respectfully with information, not inflammatory comments.
- Remember, you are responsible for what you write or present on social media. You can be sued by other employees, competitors, customers, and any individual that views your social media posts as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment.
- Social media activities should not interfere with your duties at work. The Company monitors its facilities to ensure compliance with this restriction.

- All postings on social media must comply with the Company's confidentiality and disclosure of proprietary information policies. If you are unsure about the confidential nature of information you are considering posting, consult with the HR Department.
- Comply with copyright laws and cite or reference sources accurately.
- Do not link to the Tiger Lines' website or post Company material on a social media site without written permission obtained from the Executive Vice President of Tiger Lines.
- All Company policies that regulate off-duty conduct apply to social media activity including, but not limited to, policies related to illegal harassment, code of conduct, conflicts of interest, and protecting confidential and/or proprietary information.
- Violation of this policy may lead to discipline up to and including the immediate termination of employment.

# Confirmations of Receipt

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- Employee Handbook Receipt Form
- Electronic Media & Systems Access Receipt Form
- Equal Employment Opportunity Receipt Form
- Unlawful Harassment and Retaliation Receipt Form
- Tiger Lines Proprietary Information and Confidentiality Agreement
- Meal and Rest Periods
- Cell Phone Policy
- Arbitration Dispute Resolution Agreement

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# Confirmation of Receipt – Employee Handbook Receipt Form

I have received my copy of the Tiger Lines Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

I understand that except for employment at-will status, and other aspects of my employment required by law, other policies or practices can be changed at any time by the Company. Tiger Lines reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the CEO of Tiger Lines, no manager, lead, supervisor, or representative of the Company has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the CEO has the authority to make any such agreement and then only in writing, signed by the CEO.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at Tiger Lines is employment at-will; employment may be terminated at the will of either the Company or myself.

My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Tiger Lines and me concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with Tiger Lines.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name [Printed]

\_\_\_\_\_  
Employee Position

Received by:

\_\_\_\_\_  
Signature of Manager

\_\_\_\_\_  
Date

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# Confirmation of Receipt – Electronic Media & Systems Access Receipt Form

*This document sets forth Tiger Lines policy regarding access to Company equipment, and Company computer and voicemail systems used by its employees. Please sign and return it to the HR Department. Please sign the acknowledgment below and return it to the HR Department. This will let Tiger Lines know you have received a copy of Tiger Lines' Electronic Media & Systems Access policy regarding access to the Company's computer, e-mail and voicemail systems and agree to adhere to all standards and policies in our workplace.*

**1. Company-maintained systems:** Voicemail, the Internet and electronic mail (e-mail) systems are maintained by Tiger Lines in order to facilitate Company business. Therefore, all messages, searches and information sent, received, composed, and/or stored on these systems are property of Tiger Lines. The Company reserves the right to monitor voicemail messages, electronic mail (or "e-mail") and Internet usage without prior notice.

**2. Personal use extremely limited:** The purpose of Tiger Lines' Internet, e-mail and voicemail systems is to facilitate Company operations and Company transmittal of business-related information. Minor and occasional personal use of these systems by employees will be permitted under the conditions set forth in this policy. Personal use should be limited to meal and rest break periods for non-exempt employees. For all employees, personal use of the systems that interfere with an employee's work performance will not be tolerated.

**3. Privacy not guaranteed:** Employees have no privacy in their use of Company-provided equipment or systems. Employees have no right of privacy regarding any messages, searches or information created or maintained on the Company's equipment and systems. Tiger Lines reserves the right to access (at any time) an employee's voicemail (outgoing and incoming), e-mail messages, Internet searches, and electronic files which are created or stored on Tiger Lines' equipment or systems, including an employee's local personal computer, for any purpose. These purposes include, but are not limited to, investigating possible employee theft or espionage, monitoring work flow, retrieving missing business data in an employee's absence, reviewing and evaluating employee performance, ensuring that Company systems are not used to transmit discriminatory or offensive messages, finding illegal software installed on an employee's computer, or ensuring that employees are not using Company equipment in violation of Company policies. Therefore, an employee's outgoing messages must not indicate to the recipient that his/her incoming messages will be confidential or private.

The existence of a password on the Company's equipment or systems is not intended to indicate that communications, searches or information will remain private, and passwords must be made known to Tiger Lines by all employees.

Messages exchanged on a personal, password-protected, web-based e-mail account are also subject to monitoring by the Company if the Company's equipment is used. The contents of such personal, password-protected, web-based e-mails are stored on a hard drive and can be retrieved and read by the Company

While some of these systems may have procedures by which the employee can impede unauthorized access, Tiger Lines reserves the right to override these procedures and access the systems at any time, although Tiger Lines would not expect to do so in the absence of a legitimate business purpose.

**4. Erasure not reliable:** Employees should be aware that even when a message has been erased, it still can be retrievable from a backup system. Therefore, employees should not rely on the erasure of messages to assume a message remains private.

**5. Message access:** Messages on the voicemail and e-mail systems are to be accessed only by the intended recipient and by others at the direct request of the intended recipient. However, Tiger Lines reserves the right to access messages on both systems at any time. Any attempt by persons other than the above to access messages on either system will constitute a serious violation of Company policy.

**6. Harassment and discrimination:** Messages on Tiger Lines voicemail and e-mail systems are subject to the same policies regarding harassment and discrimination as are any other workplace communications. Offensive, harassing or discriminatory content in such messages will not be tolerated. The system should not be used to transmit sexually-explicit images or messages, racial or ethnic slurs, or anything else which could be construed as harassment of others on the basis of their race, national origin, age, sex, sexual orientation, disability, religious beliefs, or any other basis protected by law.

**7. Passcodes:** Employees must provide the IT Manager and their immediate supervisor with their access code to the computer and are prohibited from changing this code without notifying the IT Manager and their supervisor.

**8. Internet:** Tiger Lines provides access to the Internet. The Internet represents a useful tool for Tiger Lines in conducting its business, but like any other tool, it must be used properly. Privacy is not guaranteed for Internet usage. For purposes of this policy, Internet includes any public electronic data communications network.

## **The following rules apply with respect to Internet usage, specifically:**

**1. No Downloading of Application Programs:** Tiger Lines does not permit the download or installation on Company computers of application software from the Internet without prior consent from management. Such software may not only contain embedded viruses, but also is untested and may interfere with the functioning of standard Company applications.

**2. No Participation in Web-based Surveys Without Authorization:** When using the Internet, the user implicitly involves Tiger Lines in his/her expression. Therefore, users should not participate in web or e-mail-based surveys or interviews without authorization.

**3. No Use of Subscription-based Services Without Prior Approval:** Some Internet sites require that users subscribe before being able to use them. Users should not subscribe before being able to use them. Users should not subscribe to such services without the express approval of management.

**4. No Violation of Copyright:** Many of the materials on the Internet are protected by copyright. Even though they may seem to be freely accessible, many of the intellectual property laws apply to software and material published on the Internet. Employees are permitted to print out Web pages and download material from the Internet for informational purposes if the purpose for such copying falls into the category of "fair use." Please do not copy or disseminate material that is copyrighted. Employees having any questions regarding such materials should contact the IT Department for guidance.

**I have received a copy of Tiger Lines' policy on access to internal computer and voicemail systems. I agree to abide by the provisions of the policy and consent to such access and understand the concept of no rights to privacy in the workplace.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name [Printed]

\_\_\_\_\_  
Employee Position

**Received by:**

\_\_\_\_\_  
Signature of Manager

\_\_\_\_\_  
Date

# Confirmation of Receipt – Equal Employment Opportunity Receipt Form

*Please sign the acknowledgment below and return it to the HR Department. This will let Tiger Lines know you have received the Equal Employment Opportunity policy and are aware of the Company’s commitment to a discrimination-free work environment as well as your obligations to report alleged discrimination.*

This is to acknowledge that I have received a copy of Tiger Lines’ Equal Employment Opportunity policy and understand the Company’s policy that there be no discrimination by or against any person involved in the operation of the Company’s operations including any employee, supervisor, manager, or third party, such as a vendor, customer or independent contractor, on the basis of sex (including gender, gender identity, gender expression, pregnancy, childbirth, medical condition related to pregnancy or childbirth, and breastfeeding), race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, genetic characteristics or information, marital status, registered domestic partner status, age, sexual orientation, veteran status, military status or any other characteristics protected under state or federal law or local ordinances.

I understand the Company is committed to a work environment free of discrimination and that the Company specifically prohibits retaliation whenever an employee makes a good faith complaint that they have been subjected to discrimination.

Accordingly, I specifically agree that to the extent I am the subject of any conduct which I view to constitute discrimination or which is otherwise in violation of the Company’s Equal Employment Opportunity policy, I will immediately report such conduct to my supervisor or any other supervisor with whom I feel comfortable, the HR Department, and/or a member of senior management.

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Employee Signature

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Employee Name [printed]

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Date

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# Confirmation of Receipt – Unlawful Harassment and Retaliation Receipt Form

*Please sign the acknowledgment below and return it to the HR Department. This will let Tiger Lines know you have received the Unlawful Harassment and Retaliation policy and are aware of the Company’s commitment to a harassment- and retaliation-free work environment as well as your obligations to report alleged harassment or retaliation.*

This is to acknowledge that I have received a copy of Tiger Lines’ Unlawful Harassment and Retaliation policy and understand the Company’s policy that there be no harassment by or against any person involved in the operation of the Company’s operations including any employee, supervisor, manager, or third party, such as a vendor, customer or independent contractor, on the basis of sex (including gender, gender identity, gender expression, pregnancy, childbirth, medical condition related to pregnancy or childbirth, and breastfeeding), race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, genetic characteristics or information, marital status, registered domestic partner status, age, sexual orientation, veteran status, military status, or any other characteristics protected under state or federal law or local ordinances.

I understand the Company is committed to a work environment free of harassment and retaliation and that the Company specifically prohibits retaliation whenever an employee makes a good faith complaint that they have been subjected to harassment or retaliation.

Accordingly, I specifically agree that to the extent I am the subject of any conduct which I view to constitute harassment or retaliation or which is otherwise in violation of the Company’s Unlawful Harassment and Retaliation policy, I will immediately report such conduct to my supervisor or any other supervisor with whom I feel comfortable, the HR Department, and/or a member of senior management.

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Employee Signature

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Employee Name [printed]

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Date

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# Confirmation of Receipt – Tiger Lines Proprietary Information and Confidentiality Agreement

Please read Tiger Lines Proprietary Information and Confidentiality Agreement below, sign the acknowledgment and return it to the HR Department. This will let Tiger Lines know you have received and agree to abide by the obligations and terms of the agreement as a condition of your employment at the Company.

## PROPRIETARY INFORMATION AND CONFIDENTIALITY AGREEMENT

In consideration of my employment or continued employment by Tiger Lines, L.L.C. (the "Company" or "Tiger Lines"), or one of its affiliates, and the compensation now and hereafter paid to me, I hereby agree as follows:

**1. Recognition of Company's Rights; Nondisclosure:** At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose or use any of Tiger Lines' Proprietary Information (defined below), except as such disclosure or use may be required in connection with my work for Tiger Lines, or unless an Officer of Tiger Lines expressly authorizes such in writing.

"Proprietary Information" shall mean any and all confidential, proprietary, and trade secret knowledge, data or information of Tiger Lines, including but not limited to Tiger Lines strategic plans, marketing research and information, business results and financial information, ideas, processes, formulas, data, programs, know-how, improvements, discoveries, developments, designs and techniques; information regarding business plans, budgets, unpublished financial statements, licenses, prices and costs; information regarding customers and/or prospects, including, but not limited to all identifying information, specifications and preferences, and all policy information for each customer and/or prospect; information regarding employees of Tiger Lines (although information concerning terms and conditions of employment does not constitute proprietary information); and any other confidential, proprietary and trade secret knowledge, data or information, in whatever form or medium, produced by or for Tiger Lines.

**2. Third Party Information:** I understand that Tiger Lines has received and in the future will receive from third parties (including customers and potential customers) confidential or proprietary information ("Third Party Information") subject to a duty on Tiger Lines' part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose (to anyone other than Company personnel who need to know such information in connection with their work for Tiger Lines) or use, except in connection with my work for Tiger Lines, Third Party Information unless expressly authorized by an Officer of Tiger Lines in writing.

**3. No Improper Use of Materials of Others:** During my employment by Tiger Lines I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality. I will not bring onto the premises of Tiger Lines any confidential information or trade secrets belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.

**4. No Conflicting Obligations:** I represent that my performance of all the terms of this Agreement and as an employee of Tiger Lines does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by Tiger Lines. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

**5. Return of Company Documents and Other Company Property:** When I leave the employment of Tiger Lines, I will deliver to Tiger Lines any and all notes, memoranda, specifications, documents, and any information relating to the clients and their files together with all copies thereof and any other material containing or disclosing any Third Party Information or Proprietary Information of Tiger Lines as well as any and all Company property.

6. **No Solicitation:** I agree that during the period of my employment by Tiger Lines and for one year after the date of termination of my employment by Tiger Lines I will not induce any employee of Tiger Lines to leave the employment of Tiger Lines. I agree that during the period of my employment by Tiger Lines, I will not solicit the business of any client or customer of Tiger Lines on behalf of myself or any entity other than Tiger Lines.

7. **Legal and Equitable Remedies:** Tiger Lines shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, without prejudice to any other rights and remedies that Tiger Lines may have for a breach of this Agreement.

8. **Governing Law:** This Agreement will be governed by and construed according to the laws of the State of California.

9. **Entire Agreement:** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the parties. Any subsequent change or changes in my duties, title or compensation will not affect the validity or scope of this Agreement.

10. **Severability:** If one or more of the provisions in this Agreement are deemed unenforceable by law, then the remaining provisions will continue in full force and effect. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

11. **Survival:** The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by Tiger Lines to any successor in interest or other assignee.

I AGREE AND UNDERSTAND THAT NOTHING IN THIS AGREEMENT SHALL CONFER ANY RIGHT WITH RESPECT TO CONTINUATION OF EMPLOYMENT BY TIGER LINES, NOR SHALL IT INTERFERE IN ANY WAY WITH MY RIGHT OR TIGER LINES' RIGHT TO TERMINATE MY EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE.

**THIS AGREEMENT SHALL BE EFFECTIVE UPON EXECUTION.**

**I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name [Printed]

\_\_\_\_\_  
Employee Position

**Received by:**

\_\_\_\_\_  
Signature of Manager

\_\_\_\_\_  
Date

## Confirmation of Receipt – Meal and Rest Periods

Please sign below and return to the HR Department. This will let Tiger Lines know you have this policy and are aware of the Company's commitment to complying with federal and state laws regarding meal and rest periods, as well as your obligation to take your required meal and rest periods.

I have received a copy of Tiger Lines' Meal and Rest Periods policy and I understand the Company's policy that I am required to take meal and rest periods.

IF I AM A DRIVER, paid on a per-trip or per mile basis (activity-based pay), I acknowledge:

- Pay for "on-duty" meal/rest breaks are included in my per-trip, per-mile pay.
- My dispatcher and I will work together to determine when I should take a meal/rest break.
- For regular meal and rest breaks, I may leave my vehicle, if I make sure the vehicle and load are in a safe and legal location.
- I may sign an "On-Duty Meal and Rest Break Agreement" if the nature of the work I do prevents me from being relieved of all duties during the required meal break.

IF I AM A SHOP/OFFICE EMPLOYEE, I acknowledge:

- My supervisor(s) will work with me to come up with the time and length of meal/rest breaks.
- I should return to work right away at the end of any meal/rest break.
- I must leave my work area during my meal/rest breaks. I can leave the premises for meal breaks.
- I may sign an "On-Duty Meal and Rest Break Agreement" if the nature of the work I do prevents me from being relieved of all duties during the required meal break.

FOR ALL EMPLOYEES:

I UNDERSTAND THAT THE FOLLOWING **REST BREAKS** ARE MY RIGHT  
and I AM EXPECTED TO TAKE THEM:

- One 10-minute rest-break if I work between 3.5 and 6 hours.
- Two 10-minute breaks if I work more than 6 and up to 10 hours.
- Three 10-minute breaks if I work more than 10 and up to 14 hours.
- If I am scheduled to work more than 14 hours in a day, I will contact the HR Department to discuss an appropriate rest break schedule.
- **I am paid for all rest breaks and I am NOT to clock out.**

I UNDERSTAND THAT THE FOLLOWING **MEAL PERIODS** ARE MY RIGHT  
and I AM EXPECTED TO TAKE THEM:

- One 30-minute meal break if I work more than 5 hours. This meal period should be taken before the end of the fifth hour of work.
- Two 30-minute meal breaks if I work more than 10 hours. The first meal period should be taken before the end of the fifth hour of work and the second should be taken before the end of the tenth hour of work.
- I must not perform any work during the meal period.
- I must stop working for a full 30 minutes.
- **I am not paid for meal breaks, and I SHOULD clock out.**
- If I have signed an "On-Duty Meal Period Agreement" I will be paid for this meal period.

I UNDERSTAND THAT **I MAY WAIVE MEAL BREAKS** UNDER THE FOLLOWING CONDITIONS:

- If I work 0-6 hours, I do not have to take the first meal period.
- If I work 10 to 12 hours, I do not have to take the second meal period if the first meal period was not waived.

**IF I DO NOT TAKE MY REST OR MEAL BREAK, I UNDERSTAND THAT I MUST NOTIFY MY SUPERVISOR OR DISPATCHER RIGHT AWAY.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name [Printed]

\_\_\_\_\_  
Employee Position

**Received by:**

\_\_\_\_\_  
Signature of Manager

\_\_\_\_\_  
Date

# Confirmation of Receipt – Tiger Lines’ Cell Phone Policy

Please sign the acknowledgment below and return it to the HR Department. This will let Tiger Lines know you have received Tiger Lines’ cell phone policy and are aware of the Company’s commitment to complying with federal and state laws regarding cell phone usage and driving, as well as your obligation to observe all such laws.

**General Policy:** I have read and understand the general phone use policy. I agree to use phones (both cell and landline), in an appropriate and lawful manner. I understand that the company has the right to review all data, text and email and voice messages, information, pictures and other images stored in Company phones at ANY time. I understand that if I do not abide by this policy I could be disciplined up to and including termination. \_\_\_\_\_ (initials)

**Cell Phone Use While Driving:** It is Tiger Lines, LLC’s policy that employees shall abide by California and Federal law- I understand that this prohibits me from using a “hand-held” cell phone while “driving” and conducting Company business in any vehicle, company or personal. If I violate this policy, I will be responsible for all fines imposed and the citation **cannot be transferred** to Owners Responsibility. \_\_\_\_\_ (initials); (See the following chart for commercial driver fines as of 5/1/13).

1 <sup>st</sup> offense	\$2,750	No loss of driving
2 <sup>nd</sup> offense in 3 years	\$2,750	Loss of Commercial Driving Privileges for 60 days.
3 <sup>rd</sup> or subsequent offense (in 3 years)	\$2,750	Loss of Commercial Driving Privileges for 120 days.

**Permitted:**

- Hands-free cell phones (Bluetooth headsets, wired headsets, speaker phone, making or answering calls via One-Touch or Voice Actuated means).
- CB radios (or similar 2-way radios)
- Utilizing GPS navigational systems
- Utilizing fleet management systems
- Utilizing log book devices
- Music players

**PROHIBITED:** (unless you can do it with ONE TOUCH; applies to laptops, computers, notepads, tablets or other electronic devices)

- Texting
- Dialing or answering the phone
- E-mail
- Web access

**Emergency Exception:**

- To call 9-1-1 or otherwise communicate with law enforcement or emergency services
- Texting while not moving to communicate with law enforcement or emergency services

**Stopping to Make Phone Calls.** Do not stop on freeways (except in an emergency). If stopped on a freeway be prepared to let law enforcement know why you are stopped.

By signing below, you are acknowledging you have read, understand and agree to abide by this policy.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name [Printed]

\_\_\_\_\_  
Employee Position

**Received by:**

\_\_\_\_\_  
Signature of Manager

\_\_\_\_\_  
Date

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# Confirmation of Receipt – Arbitration Dispute Resolution Agreement

Please sign the acknowledgment below and return it to the HR Department. This will let Tiger Lines know you have received, read and understood this Arbitration Agreement and how it affects your rights to bring claims against the company.

**THIS AGREEMENT APPLIES TO ANY AND ALL CONFLICTS AND ISSUES RELATED TO YOUR EMPLOYMENT OR TERMINATION WITH TIGER LINES, LLC OR RELATED COMPANIES.**

**THIS AGREEMENT STATES THAT YOU AND TIGER LINES WILL NOT RESOLVE DISAGREEMENTS IN COURT, BUT INSTEAD THROUGH ARBITRATION.**

**Governing law:** This Agreement is governed by Federal Arbitration Act, 9 U.S.C. § 1 et seq., and evidences a transaction involving commerce. Except as otherwise provided below, this Agreement applies to any dispute, past, present or future, arising out of or related to Employee's (sometimes "you" or "your") (i) employment or other relationship with Tiger Lines ("Tiger Lines" or the "Company") or relationship with any of its or their parents, subsidiaries or other related entities, directors, members, shareholders, employees, clients, agents, representatives, successors and assigns (each of which are intended third party beneficiaries of this Agreement), and/or (ii) termination of employment, regardless of its date of accrual. This Agreement survives termination of the employment relationship. Except as otherwise provided below, this Agreement is intended to provide an exclusive forum for the resolution of disputes that otherwise would be resolved in a court of law or other applicable forum. Except as otherwise stated below, you and the Company agree that any legal dispute or controversy covered by this Agreement, or arising out of, relating to, or concerning the scope, validity, enforceability or breach of this Agreement, shall be resolved by final, and binding arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association ("AAA Rules") then in effect, and not by court or jury trial, to be held (unless the parties agree in writing otherwise) within 25 miles of, and in the same state, where you are or were last employed by the Company. The AAA Rules may be found at [www.adr.org](http://www.adr.org) or by searching for "AAA Employment Arbitration Rules" using a service such as [www.Google.com](http://www.Google.com) or by asking the Company's Human Resources Department for a copy of the rules.

**Try to Resolve It Internally First:** It is important the Employee first try to resolve the complaint within the company, speaking to supervisors and going up the chain of command to determine if the issue can be resolved. This Agreement assumes that Employee has already tried to resolve the issue within the company before moving toward Arbitration.

**What Your Signature Means:** By signing below, Employee and Company are saying they will resolve ANY and ALL employment related disagreements in front of an Arbitrator and through final and binding Arbitration, not in court and not by a jury trial. Even disagreements relating to any aspect of this Agreement will be resolved through Arbitration.

**Applicable Claims for Arbitration and Exceptions:** This Agreement applies to the following types of employment disputes:

- a. Trade secrets;
- b. Unfair competition;
- c. Compensation;
- d. Breaks and rest periods;
- e. Termination;
- f. Harassment;
- g. Claims arising under the following laws:
  - i. Uniform Trade Secrets Act,
  - ii. Civil Rights Act of 1964,
  - iii. Americans With Disabilities Act,

- iv. Age Discrimination in Employment Act,
- v. Family Medical Leave Act,
- vi. Fair Labor Standards Act,
- vii. Employee Retirement Income Security Act,
- viii. Genetic Information Non-Discrimination Act;
- h. State statutes, if any, addressing the same or similar subject matters;
- i. All other state statutory and common law claims (excluding workers compensation, state disability insurance and unemployment insurance claims)

Even if Employee signs this Agreement, Employee can bring disputes before certain administrative agencies where the law permits. Such agencies include, without limitation:

- 1. The Equal Employment Opportunity Commission ([www.eeoc.gov](http://www.eeoc.gov)),
- 2. The U.S. Department of Labor ([www.dol.gov](http://www.dol.gov)),
- 3. The National Labor Relations Board ([www.nlr.gov](http://www.nlr.gov)), and
- 4. The Office of Federal Contract Compliance Programs ([www.dol.gov/esa/ofccp](http://www.dol.gov/esa/ofccp)).

Even though an employee signs this Agreement, he or she must still bring a claim before the applicable agency to “exhaust all administrative remedies” before trying to resolve the dispute in arbitration. There are some exceptions to this rule and those are stated in the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) and those exceptions are not covered in this Agreement.

Another exception to this Agreement is those actions that an Employee brings as a “private attorney general;” these actions can be brought in a court of law. However, an Employee may seek remedies under “private attorney general” statutes in arbitration, and the arbitrator will decide if an Employee is an “aggrieved person” per the applicable statute.

**Selecting the Arbitrator:** The Company and Employee will agree on who they want to arbitrate. Ideally, unless the Employee and Company agree otherwise, the Arbitrator will be (1) an attorney licensed to practice in the jurisdiction or location where arbitration will take place or (2) a retired federal or state judge who presided in the jurisdiction where arbitration will take place. If the Company and Employee cannot agree on an arbitrator, either party may ask local court for help and the court will appoint a neutral Arbitrator. This neutral arbitrator will have the same authority as if both parties had agreed to use that person.

**Location of Arbitration:** Arbitration will take place no more than 45 miles from the place where the Employee last worked for the Company, unless the Company and Employee agree in writing otherwise. However, if the Employee no longer lives close to the Company, the Employee and the Company will agree to arbitration within 45 miles of where the Employee resides.

**Demanding Arbitration:** If a party wants to arbitrate, he or she must do ALL of the following:

- 1) Demand arbitration in writing
- 2) Deliver demand by hand or first-class mail to the Company’s President / CEO at 927 Black Diamond Way, Lodi, California 95240.
- 3) Demand arbitration within the applicable statute of limitations. (This depends on the claim. Consult an attorney for more information).

The arbitrator shall resolve all disputes regarding the timeliness or other procedural aspects of the above demand for arbitration. If the Employee or Company needs immediate relief from some wrong committed by the other party, he or she may apply to a court in the appropriate jurisdiction on one condition: if immediate relief is not provided, the award the party might be entitled to may be useless and pointless. If a court decides this is the case, immediate relief shall be granted outside of arbitration.

**What to Expect from Arbitration:** There are many similarities between arbitration and a court proceeding. Parties can gather and obtain information from each other, bring motions, present witnesses and evidence to make their cases or defenses. Instead of the dispute being decided by a judge or jury, the arbitrator will decide it.

**Class Action Waiver:** By signing this Agreement, the Employee is waiving his or her right to bring a claim, in arbitration or court, against Employer that is part of a class, collective or representative

**action or lawsuit (“Class Action Waiver”).** This Class Action Waiver applies to the entire Agreement and cannot be severed from any part of the Agreement if Employee tries to bring a claim as part of a class, collective or representative action. The Company will not retaliate against, discipline or threaten an Employee who exercises his or rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class, collective or representative action. However, the Company will ask the court to enforce this Agreement and this paragraph, the Class Action Waiver, under the Federal Arbitration Act. The Employer will then seek dismissal of such class, collective or representative actions or claims. Only a court, (not an arbitrator), in the appropriate jurisdiction can determine the enforceability of this Class Action Waiver.

**Paying for Arbitration:** Each party will pay for his or her own attorneys, and sometimes the losing party will have to pay for the winning party’s attorney’s fees under certain laws. If required by law, the Company will pay the Arbitrator’s and arbitration fees. Otherwise, Arbitrator and arbitration fees will be split between the parties in accordance with the law. The Arbitrator will resolve disputes relating to payment.

**Final Arbitration Awards, Confidentiality, and Appeal:** Within 30 days of the close of the arbitration hearing, any party may prepare, serve other parties and file with the Arbitrator, a brief or summary of his or her position for the Arbitrator to review. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law based on these briefs and arguments made during arbitration proceedings.

The Arbitrator may award any party ANY remedy that the party could get in a court of law for his or her claims. Just because a party brings a claim in arbitration, does not mean a party has access to any fewer or different remedies than he or she would have access to in court. Once the Arbitrator has decided, a court will be able to enforce this award, and make sure it is paid.

No one, not the Arbitrator nor any party, may leak information about the existence, content, or results of the arbitration proceeding unless they get the written consent of all parties beforehand. Parties who do not feel the Arbitrator reached the right decision because of some error in law or legal reasoning, may appeal the Arbitrator’s decision in court. A court may correct or completely vacate the Arbitrator’s decision and make it right.

**Opting Out of this Agreement:** An Employee does not have to sign this Agreement. But if the Employee decides not to sign it, the Employee must sign and date a "Dispute Resolution Agreement Opt Out Form" ("Form"), which the Employee can get from the HR Department. For the Form to be effective, the Employee must return the Form to the HR Director within 30 days of the Employee's receipt of this Agreement. If the Employee does not return the signed and dated opt out Form within 30 days, it will be as if the Employee signed this Agreement. Continuing employment constitutes acceptance, by the Employee and the Company, of the terms of this Agreement if the Opt Out Form is not returned in a timely manner. There will be no adverse consequences if an Employee decides to opt out of this Agreement and, in that case, the Employee may pursue available legal remedies without regard to this Agreement. Employee may check with an attorney of the Employee's choice concerning this Agreement.

**Preventing Retaliation:** It is against Company policy for any Employee to be retaliated against if he or she asserts claims under this Agreement. If any Employee believes that he or she has been retaliated against by anyone at the Company, the Employee should immediately say something to the HR Director or supervisor, or anyone in management the Employee trusts and feels comfortable with. This Agreement is the full and complete agreement in addressing the formal resolution of employment-related disputes. Except as stated in the Class Action Waiver section above, if any portion of this Agreement is unenforceable, the rest of this Agreement will be enforceable. If the Class Action Waiver is deemed to be unenforceable, the Company and Employee agree that this Agreement is otherwise silent as to any party's ability to bring a class, collective or representative action in arbitration.

#### **ACKNOWLEDGEMENT OF DISPUTE RESOLUTION AGREEMENT**

I acknowledge that I have read the above Dispute Resolution Agreement and understand it and agree to abide by the terms.

IF YOU WISH TO OPT OUT OF THIS AGREEMENT, PLEASE DO NOT SIGN BELOW. INSTEAD REQUEST THE NECESSARY OPT-OUT FORM FROM THE HR DEPARTMENT AND RETURN IT WITHIN 30 DAYS.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name [Printed]

\_\_\_\_\_  
Employee Position

**Received by:**

\_\_\_\_\_  
Signature of Manager

\_\_\_\_\_  
Date

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# Meal Waiver Agreement

Please sign below and return to the HR Department. This will let Tiger Lines know you have decided to waive your meal breaks. You can revoke this decision at any time. This is pursuant to Section 11 of the Industrial Welfare Commission Wage Order 9-2001.

**SECTION 1:** Please Read and Initial One or Both of The Following Options. You may choose one or both options or you may choose not to waive any meal periods. If you choose not to waive meal periods, you should NOT sign this form.

\_\_\_\_\_ I wish to waive my first meal period of the day. I am freely waiving the right to take a meal break when I work a shift of six (6) or less hours for the total day's work.

\_\_\_\_\_ I wish to waive my second meal period of the day. I am freely waiving the right to take a meal break on any work day on which I work a shift of more than ten (10) but less than twelve (12) hours, or work a second work period of no more than six (6) hours. I acknowledge I must take my first meal break in this situation.

**I UNDERSTAND I MAY REVOKE THIS AGREEMENT TO WAIVE MY MEAL BREAK AT ANY TIME. IF I WISH TO REVOKE THIS AGREEMENT, I UNDERSTAND THAT I AM BEING ASKED TO DO SO BY SIGNING THIS FORM IN SECTION 2 BELOW SO TIGER LINES MAY KEEP A RECORD OF THAT DECISION.**

**I confirm my receipt of a copy of this signed Meal Waiver Agreement Form.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name [Printed]

\_\_\_\_\_  
Employee Position

**Received by:**

\_\_\_\_\_  
Name of Manager

\_\_\_\_\_  
Date

**SECTION 2:** If you choose to change your mind about waiving your meal periods, you may revoke your agreement to waive a meal break on a going forward basis. The change in your waiver will be processed within one business day of the date you sign the revocation below.

**I hereby revoke this waiver on a going forward basis. I wish for the revocation to be effective on \_\_\_\_\_ (date).**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name [Printed]

**Received by:**

\_\_\_\_\_  
Signature of Manager

\_\_\_\_\_  
Date

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# On Duty Meal Break Agreement

If the nature of your job requires an on-duty meal break, please sign below and return to the HR Department. If you do not know if your job requires an on-duty meal break, please consult the HR Department, which will help you to determine if this Agreement applies to your job. This document says that you and Tiger Lines agree to an on-duty meal period based on the requirements below and pursuant to Section 11 of the Industrial Welfare Commission Wage Order 9-2001.

**Requirements permitting on-duty meal breaks:** Please Read and Initial the following, indicating you understand the requirements of your agreement with Tiger Lines, LLC to take on-duty meal breaks. **This Agreement can be revoked at ANY time by Tiger Lines or yourself.** If you do not agree to on-duty meal breaks, you should NOT sign this form.

\_\_\_\_\_ The nature of my work prevents me from being relieved of all duties during required meal breaks

\_\_\_\_\_ I am a driver and I am required to be on duty during meal breaks for the following reasons: \_\_\_\_\_ [example: the shipper requires that employee attend vehicle at all times while loaded and traveling]

\_\_\_\_\_ I agree that I will be on duty during my meal breaks

\_\_\_\_\_ I acknowledge that my on-duty meal breaks will be counted as time worked and paid.

\_\_\_\_\_ I acknowledge that the daily rate of pay (per-load or per-mile or per-hour), includes pay for ALL hours worked, including any meal (and rest) breaks.

\_\_\_\_\_ I will indicate ALL on duty break periods with an "ODB" on GPS, my logbook, my trip report, or any other reporting device BEFORE I submit those documents to my employer, Tiger Lines, LLC.

\_\_\_\_\_ I understand that because the truck I drive may be considered "work premises" or because the nature of my job requires on duty meal breaks, I may also be required to stay in or near my truck for rest breaks. However, I will still be permitted to take the rest breaks and will be paid for my rest break time, per Tiger Lines' policy.

## THIS AGREEMENT IS FREELY AND VOLUNTARILY ENTERED INTO.

I MAY REVOKE THIS AGREEMENT AT ANY TIME.  
TIGER LINES, LLC MAY REVOKE THIS AGREEMENT AT ANY TIME.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name [Printed]

\_\_\_\_\_  
Employee Position

Received by:

\_\_\_\_\_  
Signature of Manager

\_\_\_\_\_  
Date

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# Cool Down, Meal Period & Rest Break Premium Request Form

To be completed by employee:

- Required to work through some or all of my first meal period on: \_\_\_\_\_  
(date)
  - No first meal period taken.
  - First meal period taken from only: \_\_\_\_\_ to \_\_\_\_\_  
(time) (time)
- Required to work through some or all of my second meal period on: \_\_\_\_\_  
(date)
  - No second meal period taken.
  - Second meal period taken from only: \_\_\_\_\_ to \_\_\_\_\_  
(time) (time)
- Required to take a first meal period after the fifth hour of work on: \_\_\_\_\_  
(date)
- Required to take a second meal period after the tenth hour of work on: \_\_\_\_\_  
(date)
- Not authorized and permitted to take first rest break on: \_\_\_\_\_  
(date)
- Not authorized and permitted to take second rest break on: \_\_\_\_\_  
(date)
- Not authorized and permitted to take second third break on: \_\_\_\_\_  
(date)

***I certify that the information contained in this Request Form is, to the best of my knowledge, accurate.***

\_\_\_\_\_  
Employee Name (Print First and Last Name) \_\_\_\_\_  
Date

**Submit completed form to the HR Department before the end of the pay period.**

**To be completed by the HR Department:**

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

**Submit form to Payroll Department prior to the end of the pay period.**

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# Tiger Lines Arbitration Dispute Resolution Policy Opt Out Form

Please initial below:

I have reviewed the Arbitration Dispute Resolution Agreement.

\_\_\_\_\_ I elect to opt out of the Arbitration Dispute Resolution Agreement.

\_\_\_\_\_ I understand that there will be no adverse employment action taken against me as a consequence of that decision.

\_\_\_\_\_ I understand this signed Opt Out Form must be returned in a timely fashion, as provided in the Arbitration Dispute Resolution Agreement. The date of its return will be determined by the date of the postmark on the envelope in which the form is mailed. Alternatively, I also may fax the form to the number indicated below, and the date of return will be determined by the date the form is faxed.

\_\_\_\_\_ By timely returning this signed Opt Out Form, I understand that the Alternative Dispute Resolution Agreement will not apply to me.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name [Printed]

\_\_\_\_\_  
Employee Position

Received by:

\_\_\_\_\_  
Signature of Manager

\_\_\_\_\_  
Date

**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**