



## Employee Handbook



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

**Effective March 15, 2022**

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# Tiger Lines, LLC

## Employee Policy Handbook

### I. INTRODUCTION

Welcome! As an employee of Tiger Lines (the “Company”), a family-owned and operated California-based transportation business, you are an important member of a team effort. We hope you will find your position with the Company rewarding, challenging, and productive. We hope for your strong success in your position at the company and we recognize your personal success is very important to you and to the 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 many long-standing and loyal employees working here. There is also a desire to include and train the next generation of leaders. All these attributes make Tiger Lines a company that highly values its employees and invests in helping them to succeed.

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 (employees, customers, vendors, and our company) 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 creating healthy and safe working conditions, 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!

This Employee Handbook is intended to provide employees with a greater understanding of the Company's personnel policies. The information in this Handbook should be helpful in familiarizing employees with the Company. The personnel procedures and practices set forth in this Handbook are subject to modification. Each employee of the employer can assist in keeping our personnel program up to date by notifying us whenever problems are encountered, or improvements can be made in the administration of our personnel policies. Employees should submit recommendations to the Human Resources Department for management consideration.

## **II. RIGHT TO REVISE**

This Handbook summarizes the policies and practices in effect at the time of publication. This Handbook supersedes all previous handbooks and other agreements, whether written or oral, express, or implied, relating to the employment relationship and shall not be changed or subject to change orally.

**THE COMPANY RESERVES THE RIGHT TO REVISE, MODIFY, AMEND OR REVOKE, ANY OF THE POLICIES, PROCEDURES, WORK RULES, OR BENEFITS STATED IN THIS HANDBOOK OR IN ANY OTHER DOCUMENT, EXCEPT FOR THE POLICY OF AT-WILL EMPLOYMENT, AT ANY TIME, WITH OR WITHOUT ADVANCE NOTICE.**

Employees will be notified by the Company of any written changes to this Handbook. No oral statements or representations can in any way alter the provisions of this Handbook.

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

## **III. AT-WILL STATEMENT**

The Company certainly hopes that it and every employee will find the employment relationship satisfying and rewarding in all respects. At the same time, it recognizes that relationships are not always mutually satisfactory. **THE COMPANY'S EMPLOYEES ARE EMPLOYED ON AN AT-WILL BASIS.** Employment at-will means that the employment relationship may be terminated by either the employee or the employer, with or without cause and with or without advance notice. Nothing in this Handbook shall limit the right to terminate at-will employment.

**No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the CEO has the authority or legal ability to modify the at-will nature of employment relationship. The CEO can do so only if it is done specifically in a written agreement that is signed by the CEO and the employee.**

Nothing in this policy is designed to, nor does it, interfere with, restrain, or prevent team member communications regarding wages, hours or other terms and conditions of employment and/or a team member's right to engage in concerted activity under the National Labor Relations Act.

#### **IV. EQUAL EMPLOYMENT OPPORTUNITY POLICY AND POLICIES AGAINST DISCRIMINATION, HARASSMENT, RETALIATION, AND BULLYING IN THE WORKPLACE**

##### **A. Equal Employment Opportunity and Prohibition Against Discrimination**

The Company is an equal opportunity employer and makes employment decisions based on merit and for other legitimate non-discriminatory reasons. The Company prohibits discrimination against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their actual or perceived: Race (including personal characteristics that might be associated with a particular race such as natural hair texture and hairstyles such as braids, locks, and twists), religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex (including pregnancy, childbirth, lactation and related medical conditions), gender (including gender identity, gender expression, and transgender status), age (40 and over), sexual orientation, military and veteran status and any other consideration protected by federal, state, or local law (collectively referred to as **“protected classes”**).

Any job applicant or employee who requires an accommodation to perform the essential functions of the job should contact Human Resources and discuss the need for an accommodation. The Company will engage in an interactive process with the applicant or employee to identify possible accommodation, if any, that will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices such as religious clothing or hairstyles) should also contact Human Resources and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation. The Company will not retaliate against an applicant or employee for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by others at the Company.

Any individual who believes he or she is being discriminated against because of his or her protected class should immediately report it to one of the Reporting Points listed below in this Policy.



## **B. Prohibition Against Harassment**

The Company is committed to maintaining a fair and productive work environment for everyone free of harassment. The law prohibits, and the Company will not tolerate, harassing conduct by or against employees (including supervisors, managers, and coworkers), unpaid interns, volunteers, or third parties (including but not limited to independent contractors, clients, customers, or vendors of the Company). Harassment can include conduct directed toward a person because of his or her race (including personal characteristics that might be associated with a particular race such as natural hair texture and hairstyles such as braids, locks, and twists), religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex (including pregnancy, childbirth, lactation and related medical conditions), gender (including gender identity, gender expression, and transgender status), age (40 and over), sexual orientation, military and veteran status and any other consideration protected by federal, state, or local law (collectively referred to as “**protected classes**”).

Prohibited conduct includes but is not limited to:

- Verbal conduct including threats, epithets, derogatory comments, or slurs based on an individual’s protected class;
- Visual conduct, including derogatory posters, photographs, drawings, cartoons, graffiti, illustrations, emails, drawings, websites, or text messages based on an individual’s protected class; and
- Physical conduct, including assault, unwanted touching, or blocking normal movement based on an individual’s protected class.

### **I. Definition of Sexual Harassment**

Sexual harassment can include unsolicited and unwelcome sexual overtures (whether they be written, verbal, physical or visual) whenever submission is explicit or is implicitly made as a term or condition of employment or receipt of service; submission or rejection is used as a basis for an employment or service continuation decision; or such conduct has the potential to negatively affect the employee's work or create an intimidating, hostile, or otherwise offensive work environment.

Sexual harassment can include behavior that is personally offensive, threatening, and interferes with work performance. Sexual harassment does not need to be motivated by sexual desire to be in violation of this policy or to be unlawful. Sexual harassment can include unwelcome sexual behavior toward employees by non-employees and by employees toward non-employees. The following is an illustrative, not exhaustive, list of some conduct that could constitute inappropriate and harassing conduct of a sexual nature in violation of this Policy:

- Verbal conduct such as epithets, derogatory or degrading words or jokes, unwanted sexual advances or propositions, invitations, or comments about an employee's body or dress;
- Visual displays such as sexually oriented or sexually suggestive posters, photographs, graffiti, illustrations, emails, drawings, websites, or text messages;
- Offering employment benefits in exchange for sexual favors or taking adverse employment action against an employee for his/her rejection of sexual advances;
- Offensive flirtations with sexual overtones and sexual innuendo;
- Obscene, suggestive, and/or abusive comments, letters, notes, emails, or text messages;
- Physical conduct, unwanted touching, and/or impeding or blocking movement; and/or
- Humor or jokes about sex or gender-specific traits and stereotypes.

The Company will not tolerate inappropriate and harassing conduct. All employees, unpaid interns, volunteers, and independent contractors are required to cooperate and abide by this policy by not engaging in any inappropriate and harassing conduct, and by reporting any incidents of such conduct they observe or are subjected to, immediately to one of the Reporting Points listed below in this Policy.

### **C. Expectation That Individuals Act Professionally and Refrain From Bullying**

The Company expects that everyone in the workplace conduct themselves in professional and civil manner and refrain from engaging in any malicious or abusive conduct towards others. Specifically, the Company expects that individuals will: a) communicate in a professional and collaborative manner; b) refrain from using derogatory language that insults, offends, or bullies others; c) refrain from gossiping and spreading rumors; and d) refrain from intentionally sabotaging or undermining another's work performance.

### **D. Prohibition Against Retaliation**

The law prohibits, and the Company will not tolerate retaliation against any person who, in good faith, engages in a protected activity such as: making a report or filing a complaint under this Policy; participating in any workplace investigation into a report or complaint made under this Policy; or testifying, assisting, or participating in any proceedings or hearings conducted by a governmental enforcement agency regarding reports or complaints of harassment or discrimination.

Prohibited retaliation includes, but is not limited to:

- Demotion;
- Suspension;
- Failure to hire or consider for hire;
- Failure to give equal consideration in making an employment decision;
- Failure to make impartial employment recommendations; and/or
- Adversely affecting working conditions or otherwise denying any employment benefit to an individual.

Anyone who believes they have been subjected to retaliatory conduct should immediately report it to one of the Reporting Points listed below in this Policy.

### **E. Duties of Managers and Supervisors**

All managers and supervisors have the duty to: (a) manage their work environments in a manner that discourages any form of inappropriate conduct, harassment, discrimination, or retaliation; and (b) report all complaints of inappropriate conduct, harassment, discrimination, or retaliation, to one of the Reporting Points listed below in this Policy so that the Company can investigate and takes appropriate steps to resolve the matter.

### **F. Complaint Process**

Any individual who believes he or she has been subjected to inappropriate conduct, harassment, discrimination, or retaliation in violation of this Policy, or has knowledge of any other individual who has been the target of or suffered from such conduct, should immediately report the matter to any one of the following individuals (“**Reporting Points**”):

- Employee’s Supervisor
- Another Company Supervisor or Manager
- Human Resources

All complaints or reports of inappropriate conduct, harassment, discrimination, or retaliation will be addressed by the Company. Once a complaint or report is received, the Company will utilize a qualified individual to conduct a fair, thorough, timely and impartial investigation into the allegations in accordance with applicable legal requirements. To the extent possible, the Company will do its best to maintain the confidentiality of the issues under investigation. However, the Company cannot guarantee complete confidentiality because the duty to investigate and take corrective action may require the disclosure of certain information to individuals with a need to know.

All complaints or reports of alleged misconduct under this Policy, and the resulting investigation, will be documented and tracked by the investigator to ensure that: a) reasonable progress is being made; b) all involved are provided appropriate due process;

and c) the investigation can be closed in timely manner. The Company will reach a reasonable conclusion based on the evidence collected in the investigation. If the Company determines that this Policy has been violated, the Company will take appropriate remedial actions to correct the situation and deter future misconduct. Anyone found in violation of this Policy will be subject to appropriate discipline, up to and including termination. Upon completion of the investigation and following the Company's remedial actions, it will communicate to the complaining employee that the investigation is complete and, depending on the investigation findings, that appropriate remedial action has been taken.

## **G. Information Re: EEOC and DFEH**

The Company encourages all individuals to report any incidents of inappropriate conduct, harassment, discrimination, or retaliation prohibited under this Policy immediately so that the Company can promptly and fairly address it. However, individuals are also advised that the California Department of Fair Employment and Housing (“**DFEH**”) and the federal Equal Employment Opportunity Commission (“**EEOC**”) investigate complaints of harassment, discrimination, and retaliation and complaints can be filed directly with the DFEH or EEOC. For more information, or to contact an agency, individuals can go to [www.dfeh.ca.gov](http://www.dfeh.ca.gov) or [www.eeoc.gov](http://www.eeoc.gov).

## **V. EMPLOYMENT CLASSIFICATIONS**

### **A. 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 how well 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.

## **B. Regular Full-Time Employees**

A **regular full-time employee** is one who is scheduled for and does work a full-time schedule of not less than 30 hours per workweek. Regular, full-time employees who have worked for the Company for 90 days are generally eligible for benefits, subject to the terms, limitations, and conditions of such benefit plans, as discussed herein or in specific plan documents, as amended from time to time.

## **C. Regular Part-Time Employees**

A **regular part-time employee** is one who is scheduled for and does work less than 30 hours per workweek. Regular part-time employees are not eligible for benefits, unless otherwise provided herein, or required by applicable law.

## **D. 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 five 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 more than the time expected or designated; a change in status, if any, must be recorded in writing.

## **E. Inactive Status Employees**

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.

## **F. Exempt/Non-Exempt Employees**

For the purposes of overtime, classifications of exempt and non-exempt are defined by federal and state law. Each employee's job shall be analyzed, and a determination will be made as to whether the employee is or is not exempt from overtime. All non-exempt employees, whether paid on an hourly or a salary basis, shall be paid the appropriate overtime premium as established by applicable law, for all overtime hours worked in a workday and/or workweek. Exempt employees are not entitled to overtime wages. (See "Overtime" Policy outlined later in the Employee Policy Handbook).

## **G. Rehire/Conversion Practices**

The Company allows certain terminated employees or seasonal to year-round converted employees to return with full benefits applicable to the employee's position without restarting all the normal waiting periods if rehired within 12 months of their termination or conversion. The decision to rehire or convert 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/conversion and the events that took place at the time of separation/conversion, 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. In the event management decides to convert an employee from a seasonal to a year-round status with full benefits, the employee must be employed for at least thirty (30) days in addition to a thirty (30) day introductory period. Upon the successful completion of the appropriate introductory period, the employee will be fully reinstated the first day of the following month. For example, if a former employee is rehired/converted 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/conversion, 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.

## **VI. WORK HOURS, ATTENDANCE AND COMPENSATION POLICIES**

### **A. Rest Periods**

All employees are authorized and permitted to take a duty-free 10-minute paid rest period for every four (4) hours worked or major fraction thereof. Rest periods should be taken, insofar as practicable, in the middle of each work period. If a rest period is interrupted due to business needs, the affected employee is authorized and permitted to take a new, complete ten-minute rest period in place of the interrupted rest period.

Any employee who is not authorized and permitted to take a rest period pursuant to the terms of this policy must complete a Notice of Involuntarily Late, Missed, Shortened, or Interrupted Meal and/or Rest Periods Form and submit it to the Payroll Department within 24 hours of the end of the shift in which the rest period was allegedly denied. Otherwise, the Company will assume the employee took his/her rest period.

### **B. Meal Periods.**

The Company provides at least a 30-minute meal period to hourly employees who work more than five hours unless they work six or fewer hours total and elect in writing to waive the first meal period. The Company provides a second 30-minute meal period to employees who work more than 10 hours in a workday, unless they work twelve or fewer

hours total, took the first meal period, and elect in writing to waive the second meal period. Employees should start their first meal period before the end of the fifth hour of work. For example, an employee who begins their workday at 6:00 a.m. should start their meal period by no later than 10:59 a.m. Employees should start their second meal period before the end of the tenth hour of work. For example, an employee who begins their workday at 6:00 a.m., and takes a meal period from 10:59 a.m. to 11:29 a.m. should start their second meal period by no later than 4:29 p.m. Employees who wish to waive their meal period must discuss it with a supervisor in advance.

To comply with applicable law, the Company has a strict policy that all employees take their full 30-minute meal period. Non-exempt employees must accurately record on their timecard and/or driver log, the time they leave and the time they return from the meal period(s). Employees are to be relieved of all duties and are free to leave the worksite. No employee should remain on-duty during their meal period unless they have previously discussed this arrangement with the Human Resources Department and entered a separate written “on duty” meal period agreement.

Tiger Lines employees that work for six (6) hours or less in a 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 meal break. Meal Waiver Agreements are available from the Human Resources Department.

Any employee who has not waived their meal period as outlined above and is not provided a meal period pursuant to the terms of this policy must complete a Notice of Involuntarily Late, Missed, Shortened, or Interrupted Meal and/or Rest Periods Form and submit it to the Payroll Department within 24 hours of the end of the shift in which the meal period was allegedly denied. Otherwise, the Company will assume that any employee who does not record a timely, off-duty 30-minute meal period and who does not have a written waiver on file was provided with an opportunity to take his/her meal period(s). Failure to comply with this policy may result in disciplinary action, up to and including termination.

### **C. 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. If a meal or rest break is not able to be taken pursuant to the policies on meal periods and rest periods above due to a safety of operations or a shipper requirement, the employee must complete a Notice of Involuntarily Late, Missed, Shortened, or Interrupted Meal and/or Rest Periods Form and submit it to the Payroll Department within 24 hours of the end of the shift in which the meal period or rest break was not able to be taken pursuant to the policies on meal periods and rest periods above.

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 Human Resources Department if they encounter or perceive a conflict between safety of operations and the break requirements set forth herein.

#### **D. Lactation Policy**

To the extent applicable, the Company accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for a child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the employee shall be unpaid. However, if providing such break time would seriously disrupt the operations of our business, we may deny break time to employees who wish to express breast milk.

The Company will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location, other than the bathroom, that is located close to the employee's work area.

This location will:

- Be safe, clean, and free of toxic or hazardous materials;
- Contain a surface to place a breast pump and other personal items;
- Contain seating; and
- Have access to electricity or alternative devices (such as extension cords or charging stations) allowing operation of an electric or battery-powered breast pump.

Additionally, the Company will ensure that lactating employees have access to a sink with running water and a refrigerator suitable for storing breast milk. If a refrigerator cannot be provided, the Company will provide another cooling device suitable for storing milk, such as an employer-provided cooler.

Employees who desire lactation accommodations should contact their supervisor or the Human Resources Department to request accommodations.



## E. Overtime

When operating requirements and other needs cannot be met during regular work hours, employees may be required to work overtime as necessary. When such situations occur, additional overtime work hours for employees may be required and employee cooperation is expected. All overtime must be approved by the employee's supervisor by initialing the employee's time sheet. While unapproved overtime shall be paid according to applicable law, any excessive overtime worked by an employee that has not been approved and is not deemed necessary by the employee's supervisor may result in disciplinary action.

**Non-exempt, non-driver** employees shall be paid overtime at the rate of one and one-half times the regular rate for hours worked in excess of 8 hours in a workday, in excess of 40 hours in a workweek, and for the first 8 hours on the seventh consecutive day in a workweek. **Non-exempt, non-driver** employees shall be paid overtime at the rate of two times their regular rate for all hours worked in excess of 12 hours in a workday and for all hours in excess of 8 hours on the seventh consecutive day in a workweek. For the purposes of calculating an employee's eligibility for overtime pay, hours paid for holiday, sick leave, vacation time, or other non-work hours are not considered.

The Company's "**Workday**" for the purposes of overtime and payroll means as follows: (1) for employees who work the day shift, "a consecutive 24-hour period starting at 5:00 a.m. and ending at 4:59 a.m."; (2) for employees who work the swing shift, "a consecutive 24-hour period starting at 1 p.m. and ending at 12:59 p.m."; and (3) for employees who work the night shift, "a consecutive 24-hour period starting at 5:00 p.m. and ending at 4:59 p.m." The Company's "**Workweek**" for employees who work in the shop and office means "seven consecutive 24-hour periods, starting on Monday and ending on Sunday" The Company's "Workweek" for drivers means "seven consecutive 24-hour periods, starting on Saturday and ending on Friday."

**Exempt** employees are employed to perform the duties and responsibilities set forth in each job description, receive a set salary which is paid throughout the year, and are not entitled to overtime pay. Unlike **non-exempt** employees, an **exempt** employee's compensation is not based on the quantity of work performed. Therefore, they are not required to keep timecards and/or driver logs recording the hours worked. Nevertheless, the Company expects all **exempt** employees to keep regular schedules and to advise and discuss with their supervisor any change in their regular schedule.

## F. Pay for Mandatory Meetings/Training

Tiger Lines will pay non-exempt employees and drivers at their regular hourly rate of pay 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 (8) in a day or forty (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.

## **G. Record Keeping/Time Cards and/or Driver Logs**

**Non-exempt** employees are responsible for filling out daily timecards and/or driver logs for their hours worked. The timecard must be completed accurately, providing the time the employee's shift begins and ends, and the time the employee's meal period begins and ends. Any absences or late arrivals are to be recorded accurately on the time sheet. All paid time off and sick days should also be recorded appropriately.

Punching another employee's timecard and/or inputting information into another driver's driver log, allowing another employee to punch your timecard and/or input information into your driver log, or altering a timecard and/or driver log is not permissible and is subject to disciplinary action. Any handwritten marks or changes on the timecard and/or driver log must be initialed by a supervisor. Employees will be required to certify that their time record (timecard and/or driver log) is accurate.

Employees are not allowed to work "off-the-clock." Working off-the-clock violates company policy. Any work performed before or after a regularly scheduled shift must be approved in advance by your supervisor. If you perform any off-the-clock work, you must report the work to your supervisor.

Any errors on your timecard and/or driver log should be reported immediately to your supervisor.

## **H. Pay Periods and Paydays**

Tiger Lines employees will be paid every Friday. Paychecks can be picked up at 927 Black Diamond Way, Lodi, California 95240. Additionally, please contact the Human Resources Department if you choose to have your paycheck mailed. If a scheduled payday falls on a Company-observed holiday, employees will be paid on the day preceding the holiday.

The Company offers automatic payroll deposit. 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 at least ten (10) days before the pay period for which you would like the service to begin. 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 at least ten (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 ten (10) days before the end of the pay period.

Any concern by an employee that an error exists on a paycheck should be brought immediately to the attention of the payroll department for review.

#### **I. Payroll Deductions**

Employee wages are subject to the following mandatory payroll deductions: Federal Income Tax, Social Security Tax, Medicare Tax, State Income Tax, State Disability Insurance, State Unemployment Insurance, plus any attachments, garnishments or liens required by law.

The amount of Federal and State Income Tax Withholding is based on the data provided by each employee in the Form W-4. Employees should complete a new Form W-4 whenever there are changes in the employee's marital status, number of dependents, or number of allowances from income tax withholdings.

#### **J. Expense Reimbursement.**

The Company reimburses employees for reasonably necessary and approved business expenses. Employees are to obtain approval from the Company prior to incurring expenses that they plan to seek reimbursement for from the Company. Once approval is given, the Company shall reimburse employees for all expenses they necessarily expend to carry out their duties. Travel expenses for travel required in transacting Company business will be reimbursed at a rate in compliance with applicable law. Employees who drive their own vehicles on Company business will be reimbursed at the current IRS mileage rate. All reimbursement requests should be made to the Company within thirty (30) days of incurring the expense.

If you have questions or concerns about the Company's expenses reimbursement policy, contact the Human Resources Department.

#### **K. Punctuality and Attendance**

Tiger Lines' shop and office is normally open for business between the hours of 6:00 a.m. and 11:00 p.m. This varies during the agricultural season when there is a 24-hour demand for transportation services. Due to the unique nature of the responsibilities of Tiger Lines' drivers, there are no standard, shift-wide workdays. Each driver and job have specific time requirements and responsibilities, which will be clearly communicated by the supervising Dispatcher.

As an employee of the Company, you are expected to be punctual and regular in attendance.

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 excused by a protected leave under applicable law, or by the Company. Late arrivals, early departures 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 provide reasonable advance notice to your supervisor before the time you are scheduled to begin working for that day. You must inform your supervisor of the expected duration of any absence. If your supervisor is not available, you should notify the Human Resources Department. If you fail to provide reasonable advance notice 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. If the circumstances for your tardiness or absence were unforeseen, inform your supervisor as soon as practicable of the reason for the tardiness or absenteeism.

Excessive absenteeism, tardiness, leaving work early, providing false information or abuse of leave laws will not be tolerated and may result in disciplinary action up to and including termination. Generally, if you fail to report for work without any notification to your supervisor and your absence continues for a period of two (2) days or more with no communication with the Company, it will be deemed that you have voluntarily abandoned or quit your employment. **Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy.**

#### **L. Telecommuting – Remote Workspaces**

Each employee is responsible for designating a specific workspace for conducting Company business. The workspace must be safe, secure, and free from hazards. It must comply with all occupational safety and health standards, rules, and regulations. The Company will provide ergonomic and safety assistance to assist employees with the setting up and maintaining an ergonomically correct workstation, at an employee's request. Employees must ensure there is proper lighting and ventilation and must adhere to Company safety policies. Equipment should be placed where it is adequately supported and there is no danger of it falling. Equipment should be connected to a properly grounded electrical outlet and all wires should be kept out of walkways.

Employees may be required to allow the Company access to the premises of their home work site to assess safety and security, or to install software as may be needed, upon reasonable notice.

Employees may use personal office equipment for telecommuting purposes, but shared equipment must have secure and unique user logins so that only employees may access Company systems and records. Equipment supplied by the employee will be maintained by the employee. The Company accepts no responsibility for damage or repairs to employee-owned equipment.

#### **M. Personnel Files and Changes in Personal Information**

Tiger Lines shall maintain a personnel file for each employee. The file shall contain information relative to the employee's employment with the Company, such as data which

must be maintained by all employers as well as documentation concerning things like changes in the employee's earnings and job positions, the employee's participation in job-related training and past and current appraisals of the employee's performance documented by your supervisor or management of the Company.

Because it is essential that the information contained within an employee's personnel file be kept up to date, each employee is required to provide his/her supervisor or the Human Resources Department, written notification within ten (10) days of the occurrence of any of the following events:

- Change of legal name;
- Change of address or telephone number;
- Change of marital status/dependents (only if relevant to employee's participation in Insurance and 401k retirement plans);
- Change in the number of exemptions claimed for income-tax withholding purposes; or
- Change of designated individual to be notified in case of emergency.

The Company takes precautions to prevent the disclosure of personnel and payroll information without an employee's written authorization to do so. With respect to requests for information from prospective employers or creditors, it is the Company's policy to respond only to written requests and to provide only the employee's dates of employment and positions held, unless the employee has specifically authorized the Company in writing to do otherwise. The Company will, however, confirm for prospective creditors who make inquiries via telephone the employee's most recent or last salary provided the employee has given this information to the prospective creditor.

Upon request, an employee may inspect his/her personnel file in connection with performance and/or grievance issues. If an employee wishes to make such an inspection, he/she should contact the Human Resources Department and arrangements will be made for a convenient and reasonable time for the inspection to take place. Employees are also entitled to a copy of their personnel file. If an employee wishes to receive a copy of his or her personnel file, they should contact the Human Resources Department.

## **VII. VACATION POLICY**

The Company encourages employees to take vacation annually. Vacation is earned over time, according to years of continuous employment. Regular full-time employees will accrue paid vacation time in accordance with the following policy for any full or partially worked week while employed.

<b>Years of Service</b>	<b>Annual Accrual</b>	<b>Per Week Equivalent</b>	<b>Accrual Cap</b>
0-1 Year	40.04 Hours/Year	0.77 hours/workweek	80.08 Hours
1-6 Years	80.08 Hours/Year	1.54 hours/workweek	160.16 Hours
6-10 Years	120.12 Hours/Year	2.31 hours/workweek	240.24 Hours
10+ Years	160.16 Hours/Year	3.08 hours/workweek	320.32 Hours

Active service commences with an employee's first day of work and continues thereafter unless broken by a termination of employment. Accrued vacation time can be used immediately with supervisor approval. No vacation time will accrue while an employee is on any leave of absence, unless otherwise required by law.

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

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

The Company allows employees to accrue and carry forward vacation benefits from one calendar year to the next. However, the maximum amount of vacation time an employee may accrue is the applicable accrual cap stated in the table above. Once the cap on accrual has been reached, no additional vacation will be earned until accrued vacation time is used. Once an employee has used vacation time and his or her accrued and unused vacation days fall below the applicable cap, additional vacation days may be earned at the regular rate up to the maximum accrual cap. Employees are responsible for tracking their accrued vacation time. Employees may take their vacation in full day or half day (4 hour) increments.

Vacations must be scheduled to provide adequate coverage of job responsibilities and staffing requirements. Vacations should be scheduled two weeks in advance. Exceptions may be made on a case-by-case basis with the approval of the Company. In reviewing requests for vacation, each supervisor and the Company, will carefully consider staff availability and business needs. If there is a conflict between two similarly situated employees who both request vacation at the same time, the Company in its discretion will make a decision as to how vacation will be granted. All approvals of vacation must be in writing. The Human Resources Department will make final determinations and must approve your vacation schedule in advance.

Under no circumstances may any employee take more vacation time than the amount that has accrued. 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. Upon termination of employment, employees shall be paid the equivalent salary for all earned, but unused vacation time, pursuant to applicable law.

## VIII. SICK LEAVE POLICY

Consistent with applicable law, the Company will provide eligible employees with paid sick leave pursuant to the terms of this policy.

### A. Eligible Employees

All employees of the Company are entitled to earn paid sick leave under this policy as of their first date of employment pursuant to this policy. However, employees are not entitled to begin using paid sick leave until they have worked with the Company for 90 days.

### B. Sick Leave Earned by Eligible Employees

The Company will provide employees with 3 days or 24 hours of paid sick time at the beginning of each calendar year. The full amount will be placed in the employee's "sick leave bank" and if/once the employee has worked for the Company for 90 days, the employee can use the sick leave pursuant to this policy.

*Employees hired during the calendar year:* The Company will provide employees with 3 days or 24 hours of paid sick time on their first day of employment. The full amount will be placed in the employee's "sick leave bank" and once the employee has worked for the Company for 90 days, the employee can use the sick leave pursuant to this policy.

Unused sick leave does not carry over from year to year. Thus, if an employee does not use any or all of the 3 days or 24 hours of paid sick leave during the calendar year, it is forfeited. However, the Company will place 3 days or 24 hours into the employee's "sick leave" bank on the first day of the next calendar year.

### C. QUALIFYING REASONS FOR SICK LEAVE

Employees may take paid sick leave for health and safety issues including when they are unable to work due to their own illness or injury, or their own medical and dental appointments, or those of a "family member" of the employee. For the purposes of this policy, "family member" includes: the employee's children (including biological, foster, adopted, stepchildren, legal wards, and children you stand in *loco parentis* with), parents (including biological, foster, adoptive, stepparent, legal guardian, and individuals who stand in *loco parentis* with you), spouse, registered domestic partner, or child of a registered domestic partner, grandparent, grandchild, and sibling.

Examples of permissible use of paid sick leave include:

- Diagnosis, care, or treatment of an existing health condition for an employee or an employee's family member;
- Preventative care for an employee or an employee's family member; or
- For certain purposes when the employee is a victim of domestic violence, sexual assault, or stalking.

## **D. Taking Sick Leave**

If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification to his/her supervisor, and in no event later than one (1) hour before employee's shift is to begin. If the need for paid sick leave is unforeseeable, the employee shall provide notice to his or her supervisor of the need for the leave as soon as practicable. If the employee's supervisor is unavailable, then the employee must contact the Human Resources Department. Because proper and sufficient staffing is important for the Company, it is imperative that employees comply with the notification requirements. Texting or leaving a message with a coworker or a voicemail message with a supervisor without being available for follow-up contact is unacceptable in most cases. In emergency situations, a family member or friend may call for the employee.

## **E. Compensation for Sick Leave**

Employees will be compensated for sick leave at the same wage as the employee normally earns during regular work hours. Drivers that are paid on an activity-based pay system will be compensated for sick leave at their average hourly wage from the prior three months. The Company will provide employees with written notice of the amount of paid sick leave available on either the employee's itemized wage statement or in a separate writing on the Company's designated paydays. Employees shall be paid for their sick leave no later than the payday for the next regular payroll period after the sick leave was taken.

Except as may otherwise be permitted under applicable law, an employee may not take sick leave without pay if he or she has any accrued paid sick leave or vacation available to use. If an employee is absent due to illness, but does not have any paid sick leave available to cover the absence, any available vacation hours must be used to cover the absence; otherwise, the absence is unpaid.

If the employee is hospitalized or out sick for more than seven (7) calendar days for an injury or illness that is not work-related, he or she should apply for State Disability Insurance (SDI) benefits. SDI claim forms are available from the Human Resources Department or online at [www.edd.ca.gov](http://www.edd.ca.gov). Any sick leave paid by the Company while the employee is on a disability leave will be coordinated with SDI benefits.

Paid sick leave is not a vested benefit. Therefore, employees will not be paid for any accrued and unused paid sick leave at the end of each year or at any other time, including at the time the employee's employment with the Company is terminated, either voluntarily or involuntarily. However, if a former employee is rehired by the Company within one year of a prior separation of employment, but not in the same year as the termination, a full three days will be provided and immediately available for use. In the event an employee is rehired in the same calendar year as the termination and all sick leave was used in the previous employment period, there will not be any new sick leave time awarded until the start of the next calendar year.



## **F. Protections and Expectations**

Employees cannot be discriminated or retaliated against for taking sick leave for the purposes outlined in this policy. The Company expects that all employees will follow the policy in good faith and not abuse the sick leave benefit provided to them. If employees have questions regarding the sick leave policy, they are encouraged to contact the Human Resources Department. An employee can elect when to use paid sick leave under this policy.

Sick leave is intended to be used only when required to recover from illness or injury; sick leave is not for “personal” absences. Time off for medical or dental appointments will be treated as sick leave. The Company will not tolerate abuse or misuse of employee sick leave privileges.

## **IX. 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 the business unit they are assigned to.

Each non-exempt employee’s eligibility for holiday pay begins immediately. 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 and non-Director employees that work on a holiday may elect to accrue their holiday pay into their paid time off amount. The policy regarding maximum accrual 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.

## **X. LEAVES OF ABSENCE**

### **A. Family and Medical Leave**

Under the federal Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) eligible employees are entitled to take up to 12 weeks of unpaid family or medical leave within a 12-month period, under the following conditions:

- The employee has been employed with the Company for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years;
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a work site where there are 50 or more employees within a 75-mile radius.

#### **I. Purpose of FMLA and/or CFRA Leave**

Leave may be taken for one or more of the following reasons:

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care (“baby-bonding” leave) (FMLA/CFRA);
  - Under FMLA, if both parents are employed by the Company, and request baby-bonding leave, the Company may choose to grant a total of 12 weeks of leave between the two employees in the applicable twelve-month period.
  - Under CFRA, each parent employed by the Company are entitled to their own 12 weeks of baby-bonding leave in the applicable twelve-month period if they are otherwise eligible for CFRA leave.
- For incapacity due to pregnancy, prenatal medical care or childbirth (FMLA only);
- For a serious health condition that makes the employee unable to perform his or her job (FMLA/CFRA);
- To care for the employee's “family member” (as defined below) who has a serious health condition (FMLA/CFRA);
  - Under the FMLA, for purposes of this leave, “family member” is defined as: spouse, son, daughter, or parent. “Son or daughter” is defined as 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 FMLA leave is to commence.

- Under the CFRA, for purposes of this leave, “family member” is defined as: child, parent, grandparent, grandchild, sibling, spouse, or domestic partner.
  - “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee who stands in loco parentis.
  - “Grandchild” means a child of the employee’s child.
  - “Grandparent” means a parent of the employee’s parent.
  - “Parent” means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.
  - “Sibling” means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.
- For “qualifying exigency” leave when an eligible employee has a spouse, child, or parent (FMLA/CFRA) or domestic partner (CFRA) who is on covered active duty or called to covered active-duty status to address certain qualifying exigencies (FMLA/CFRA).
  - “Qualifying exigencies” for which an eligible employee may take leave to attend to include: military events and related activities, care of parent incapable of self-care, childcare and related activities, financial and legal activities, counseling, rest and recuperation (up to 15 days of leave to spend time with a military family member on short term leave from deployment), post-deployment activities for a period of 90 days following termination of military family members active duty status, and other events agreed upon by the employer and employee.
- For “covered service-member” leave when an eligible employee needs leave to care for a spouse, son, daughter, step-son, step-daughter, parent, step-parent, or “next of kin” [defined as either the person designated by the covered service member or the nearest blood relative] in the armed services who is undergoing medical treatment, recuperation, or therapy or is otherwise in outpatient status, or on the temporary disability list for a serious injury or illness: a) incurred in the line of duty on active duty; or b) which existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty. In the case of a veteran covered service member, a “serious health condition” includes any injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. (FMLA only).

- The eligible employee may take up to 26 weeks of leave during a single 12-month period to care for a covered service-member under this leave.
- A covered service-member is either:
  - A current member of the Armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or
  - A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

## **2. Calculating the 12-Month Period**

For purposes of calculating the 12-month period during which 12 weeks of FMLA/CFRA or qualifying exigency leaves may be taken, the Company uses the “rolling forward” method – a 12-month period measured forward from the date an employee first uses family/medical leave for purposes of calculating the 12-month period during which 12 weeks of leave may be taken. If an eligible employee takes covered service-member leave (up to 26 weeks), the 12-month period begins on the first day the eligible employee takes such leave and ends 12 months after that date regardless of the method used by the Company to determine other FMLA/CFRA leave entitlements.

Under most circumstances, leave under FMLA and CFRA will run concurrently, and the eligible employee will be entitled to a combined total of 12 weeks of FMLA and CFRA in the designated 12-month period. However, there are certain circumstances where FMLA leave does not run concurrently with CFRA leave (due to the differences between certain leave benefits under FMLA and CFRA as discussed in Section B above) and employees will be advised if their leave falls under any of these circumstances.

## **3. Interaction Between Pregnancy Disability Leave (PDL) and FMLA/CFRA Leave**

Leave taken because of an employee’s disability for pregnancy, childbirth, or related medical condition may be considered time off for a serious health condition under the FMLA but not under the CFRA. Therefore, employees who take PDL under applicable law will also be placed on FMLA leave if they are eligible for family and medical leave under the FMLA. Once the pregnant employee is no longer on PDL and the baby has been born, she may apply for leave under the CFRA for the purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time but rather can be taken on an intermittent

or reduced schedule basis with approval by the Company. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

#### **4. Leave Procedures**

The following procedures shall apply when an employee requests FMLA and/or CFRA leave:

- Please contact the Human Resources Department as soon as you realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify the Company at least thirty (30) days before leave is to begin. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse.

If the employee cannot provide thirty (30) days' notice, the Company must be informed as soon as is practical.

- The Company will respond within five (5) days after receipt of a request for FMLA/CFRA leave to advise you if your FMLA/CFRA leave request is granted or denied and/or to advise you if further documentation is needed to evaluate your request for leave.

#### **5. Certification**

Employee's Own Serious Health Condition: 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 to perform any one or more of the essential functions of his/her position because of the serious health condition.

The Company may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company. If the second opinion differs from the first opinion, the Company may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the Company and the employee. The Company may also require a medical release/fitness for duty to return to work form or certification from the employee's health care provider stating that the employee is able to resume work. Failure

to provide a release to return to work certificate from the employee's health care provider may result in denial of reinstatement for the employee until the certificate is obtained.

Family Member's (Including Covered-Service Member's) Serious Health Condition: If the leave is needed to care for a family member, 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.

"Qualifying Exigency" Leave. A leave taken due to a "qualifying exigency" related to military service must be supported by documentation providing sufficient information to make the Company aware of the need for such leave.

Covered Service-Member Leave. A leave taken due to the need to "care for a service member" must be supported by a medical certification by the service member's health care provider providing the same information as listed above for other family members with serious health conditions.

Employees should provide the applicable certification as soon as practicable, but in no event less than fifteen (15) calendar days from the Company's request for certification. The Company may require recertification from the health care provider if the employee requests additional leave upon expiration of the time period in the original certification related to the employee's own serious health condition or the serious health condition of a family member. (For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification may be requested and required.) If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered protected leave under the FMLA and/or CFRA.

## **6. Intermittent Leave**

Employees may take FMLA/CFRA leave intermittently (in blocks of time) or by reducing their normal weekly or daily work schedule, if the leave is for the serious health condition of the employee's child, parent, spouse, or registered domestic partner, or for the employee's own serious health condition, provided the intermittent or reduced schedule leave is medically necessary as determined by the health care provider of the person with the serious health condition. Employees who take intermittent FMLA/ CFRA leave have a statutory obligation to make a "reasonable effort" to schedule such leave so as not to

unduly disrupt the employer's operations. Also, the smallest increment of time that can be used for such leave is one hour.

Employees requesting FMLA/CFRA leave on an intermittent or reduced schedule basis must provide a medical certification that identifies the actual or anticipated blocks of time, or reduced hours that the health care provider opines are medically necessary and the anticipated duration that such intermittent leave or reduced schedule will be needed. This medical certification will govern the employee's attendance at, and absences from, his/her normal work schedule. While the Company recognizes that some chronic serious health conditions may have flare-ups that cannot be anticipated and thus schedule, the Company will not accept FMLA/CFRA medical certification forms that include blanket statements, such as "intermittent leave recommended" or "employee must work less hours" or "employee will need to be absent whenever there is a flare up." Instead, the Employee and his/her health care provider must provide as much specific information on the Employees need for intermittent or reduced schedule leave as possible.

In those instances where the employee is unable to anticipate the need for intermittent, the Company requires the employee to comply with established call-in procedures if he/she is unable to work. In all but extenuating circumstances, the Company expects the Employee to notify his/her supervisor and/or Human Resources of unforeseen intermittent leave before the start of the employee's shift or at least on the same day as leave is taken. If the Company has reason to be suspicious of a medical certification, it may elect to have a member of management (excluding the employee's direct supervisor) or Human Resources contact the employee's health care provider to authenticate the medical certification, and/or seek a fitness for duty certification if it has safety concerns regarding the employee's ability to perform the essential functions of the job.

## **7. Health and Benefit Plans**

An employee taking FMLA/CFRA leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of 12 workweeks (or 26 workweeks if the leave is to care for a covered service-member) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The Company will continue to make the same premium contribution as if the employee had continued working, and the employee remains responsible for making his or her premium contributions. The employee should send premium payments to Human Resources on or before the first day of each month. In some instances, the Company may recover from an employee premium paid to maintain health coverage if the employee fails to return to work following FMLA and/or CFRA leave.

## **8. Use of Accrued Vacation, Paid Time Off, and/or Sick Leave**

Except in the case of an employee who is receiving SDI or PFL wage replacement benefits during his/her FMLA/CFRA leave, any accrued and unused vacation or PTO available to the employee shall be used during, and run concurrently with, FMLA/CFRA leave for any family/medical leave qualifying event. If an employee is on FMLA/CFRA leave for his/her

own serious health condition, any accrued and unused sick leave available to the employee shall be used during and run concurrently with the leave. While on an FMLA/CFRA leave of absence, the employee shall not continue to accrue benefits under any vacation, PTO, or sick leave policy.

## **9. Reinstatement**

Under most circumstances, upon return from FMLA/CFRA leave, an employee will be reinstated to his/her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on FMLA/CFRA leave would have been laid off had he/she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

In addition, an employee's use of FMLA/CFRA leave will not result in the loss of any employment benefit that the employee earned before using such leave.

If an employee is on FMLA-only leave (not CFRA leave), reinstatement after FMLA leave may be denied to certain salaried "key" employees. The Company will advise any employee requesting FMLA leave if he/she is a "key" employee before the leave begins and advise such employee that because he/she is a "key" employee the Company cannot guarantee right of reinstatement.

## **10. Accommodation When FMLA/CFRA Leave Exhausted**

If an employee is going to be unable to return to work due to a continued medical condition at the expiration of his/her twelve weeks of FMLA/CFRA leave, the employee must notify the Company as soon as practicable prior to his/her scheduled return date. The Company will work with the employee to determine if an additional finite period of leave can be granted as a form of reasonable accommodation without creating an undue hardship for the Company. The Company may require a new medical certification from the employee's health care provider specifying the medical restrictions of the employee and the anticipated duration of such restrictions and advising why a leave of absence is necessary and whether there are any other alternative accommodations that may be available that may assist the employee in returning to work and performing the essential functions of his/her job. Employee will be expected to cooperate with the Company in providing this information and communicating with the Company to avoid unnecessary delays in determining the employee's current status and what, if any, reasonable accommodation can be provided.

## **11. Questions**

If an employee has any questions or needs more information regarding the Company and the employee's rights and obligations under this FMLA/CFRA policy, they should contact the Human Resources Department.



## **B. Pregnancy Disability Leave and Accommodation**

Eligible employees have certain entitlements to leave and/or accommodation under the California Pregnancy Disability Leave Act (“PDL”). Pregnancy, childbirth, or related medical conditions will be treated by the Company like any other disability and shall be accommodated where it is reasonable to do so without creating an undue hardship. Also, employees disabled due to their pregnancy, childbirth, or related medical condition shall be entitled to a leave of absence as it is deemed medically advisable by her health care provider.

### **B.1 Pregnancy Disability Leave**

Any pregnant employee who, in the opinion of her health care provider, is disabled by her pregnancy, childbirth, or related medical condition, may take up to four months (17 1/3 weeks) of pregnancy disability leave (“PDL leave”). The actual disability period will be determined by a health care provider. The leave entitlement shall coincide with the employee’s full-time or part-time status and runs concurrently with FMLA.

For a full-time employee who regularly works 40 hours a week, this equates to 693 hours of leave entitlement. Part-time employees shall be entitled to a prorated leave entitlement based on the number of hours they work on their part-time schedule. PDL leave does not have to be taken at once, but rather may be taken on an intermittent and/or reduced schedule basis.

An employee wishing to take pregnancy disability leave must provide the Company with 30 days’ notice if the leave is foreseeable. If the leave is unforeseeable, the employee must give the Company notice as soon as practicable. Eligible employees who need PDL leave are requested to contact Human Resources to discuss the following:

1. When a leave is expected to begin and how long it will likely last as determined by your health care provider.
2. The employee must provide the Company with a certification from her health care provider indicating:
  - a. The date on which the employee became disabled due to pregnancy;
  - b. The probable duration of the period or periods of disability; and
  - c. A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.

PDL leave is unpaid leave. However, an employee may elect to use any accrued and unused vacation (PTO) concurrently with her PDL leave. The duration of an eligible employee’s

PDL leave will be determined by the advice of the employee's physician, but the total entitlement to PDL leave shall not exceed four months. Upon return from PDL leave, employees will be reinstated to the same position held at the time the leave began or to a comparable position, if available. If the employee's original position is no longer available upon her release from PDL leave, then for a period of sixty (60) days from her scheduled return date, the Company will advise her of any available comparable positions for which she is qualified, or for which she is otherwise entitled to pursuant to the Company's policy, contract, or collective bargaining agreement, if any, and the employee is entitled to return to such comparable position. If no comparable position is available, or the employee fails to accept an available comparable position, within the sixty (60) day period, then the employee will not be reinstated, and employment shall end. Further, except for the sixty (60) day period discussed immediately above, an employee returning from PDL leave has no greater right to reinstatement than if the employee had been continuously employed (e.g., if she would have been laid off had she not been on PDL leave).

Employees on PDL leave may apply for State Disability Insurance (SDI) and/or Paid Family Leave (PFL) which provide for partial wage replacement benefits, by contacting their local Employment Development Department (EDD) office and completing the necessary application(s).

Eligible employees will receive a letter from the Company regarding the designation of the leave as PDL leave. Among other things, the letter will advise the employee of her right to continue participating in any health and welfare benefit plans that she was enrolled in before her PDL leave began, if applicable. The coverage shall continue at the same level and under the same conditions of coverage as if the employee had continued in employment for the duration of her PDL leave. The Company will continue to make the same premium contributions it previously made, and the employee is responsible for continuing to make any premium contributions she is responsible for. Failure of an employee to timely make her share of any premium contributions can result in cancellation of the health insurance.

## **B.2 Reasonable Accommodation for Pregnancy Disability**

An employee who wishes to request an accommodation due to her pregnancy disability must provide the Company with 30 days' notice if the need for the accommodation is foreseeable. If the need for the accommodation is unforeseeable, the employee must give the Company notice as soon as practicable. Eligible employees who need an accommodation due to their pregnancy disability must contact Human Resources to discuss the following:

1. When the need for the accommodation is expected to begin and how long it will likely last.
2. The need for a transfer or schedule adjustment so that it may be discussed with the employee's supervisor and arrangement can be made in a way to minimize disruption to the Company's operations. Requests for transfers and/or schedule adjustments will be reasonably accommodated if the job

and security rights of others are not breached, and the transfer or schedule adjustment does not create an undue hardship to the Company.

3. Any scheduling of any planned medical treatment or supervision to minimize disruption to the Company's operations. Any such scheduling is subject to the approval of the employee's health care provider.
4. The employee must provide the Company with a certification from her health care provider indicating:
  - a. A description of the requested reasonable accommodation or transfer;
  - b. A statement describing the medical advisability of the reasonable accommodation or transfer because of the employee's pregnancy disability; and
  - c. The date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

Employees who have questions concerning the Company's Pregnancy Disability Leave/Accommodation Policy should contact Human Resources.

### **C. Organ and Bone Marrow Donation**

Employees who are donating an organ to another person, and who have been employed for at least a 90-day period immediately preceding the commencement of the leave, may take a paid leave of absence not exceeding 30 days (and which may be taken in one or more periods) in any year. Employees who are donating their bone marrow to another person may take a leave of absence not exceeding 5 days (and which may be taken in one or more periods) in any one year. To receive a leave of absence under this policy, employees must provide a written verification to the Company that shows that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation.

The Company requires that as a condition of an employee's initial receipt of bone marrow or organ donation leave, that an employee use up to 5 days of earned but unused sick or vacation (if any) for bone marrow donation, and up to 2 weeks of earned but unused sick or vacation (if any) for organ donation. Otherwise, the leave under this policy is paid leave.

If an employee who is an organ donor needs additional time after the first thirty (30) days of paid organ donation leave available under this Policy due to the same organ donation, the Company will provide up to an additional thirty (30) days of unpaid leave. Employees must provide the Company with documentation supporting the need for additional organ donation leave under this Policy.

Any leave taken under this policy does not run concurrently with any leave taken under FMLA/CFRA and shall not cause a break in the employee's continuous service for purposes of seniority or benefit entitlements like sick leave and vacation accrual. An employee returning from leave under this policy shall be restored to the position he or she held when the leave began or to an equivalent position. For more information, or to request a leave of absence under this policy, please contact the Human Resources Department.

#### **D. Personal Leaves of Absence**

Unpaid personal leave may be requested for a period of up to 30 calendar days. The Company shall evaluate a request for personal leave, and, in its sole discretion, determine whether such leave can be granted by the Company without creating an undue hardship to the Company and its operations. Employees must request personal leave in writing at least two (2) weeks prior to the time they wish such leave to commence. If that time cannot be met because of an emergency situation, employees must notify their supervisor as soon as possible, and must follow up with a written explanation of the nature of leave and expected length of absence. The Human Resources Department must approve all leaves.

Personal leave will be without pay, but health and welfare benefits will continue. Health benefits will continue through the end of the month in which the leave of absence ends. Any coverage after 30 days will be on a self-pay basis as provided by COBRA. The unpaid personal leave of absence is not counted as "time worked" for purpose of accruing vacation or sick leave benefits.

#### **E. Bereavement Leave**

Employees are allowed up to three working days of unpaid leave to attend the funeral and to take care of personal matters related to the death of an immediate family member. An immediate family member is defined as a spouse, registered domestic partner, child, child of a registered domestic partner, parent, grandparent, grandchildren, current stepparent, father-in-law, mother-in-law, sister, brother, and current stepchildren.

#### **F. Jury and Witness Duty**

Tiger Lines encourages employees to serve on jury duty or as a witness when called. Non-exempt employees time spent on jury duty or as a witness is unpaid. Exempt employees will receive full salary unless they are absent for a full week and perform no work. Employees may retain any mileage allowance or other fee paid by the court for jury services. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

The Company requests that employees provide two (2) weeks' notice, if possible, prior to commencement of the time off, to arrange coverage of the employee's duties and responsibilities by others during the leave. If two weeks' notice is not feasible, then the Company requests as much notice as possible. The Company also requires that the

employee provide appropriate documentation reflecting the employee's obligation to serve jury or witness duty.

### **G. Military and Reserve Duty Leave**

Employees who wish to serve in the military and take military leave should contact the Human Resources Department for information about their rights before and after such leave. Under prescribed circumstances, state and federal law allows you to take a leave of absence for military and reserve duty service and be reinstated upon completion of military service, provided you return or apply for reinstatement within the time allowed by law. We encourage you to check with the Federal Veterans Administration Department to become familiar with your rights and obligations.

### **H. Military Spousal Leave**

Employees who work an average of at least (20) hours per week and have a spouse or registered domestic partner in the Armed Forces, National Guard, or Reserves, who have been deployed during a period of military conflict are eligible for up to ten (10) unpaid days off when their spouse is on leave from military deployment. Employees must request this leave in writing to the Human Resources Department within two (2) business days of receiving official notice that their spouse will be on leave from military service. Employees requesting this leave are required to attach to their leave request, written documentation certifying that his/her spouse will be on leave from deployment.

### **I. Civil Air Patrol Leave**

Volunteer members of the California Wing of the Civil Air Patrol may take up to ten (10) days per calendar year of unpaid leave if they are called to respond to an emergency operation mission. To qualify for this leave an employee must:

- Have been employed for at least ninety (90) days immediately preceding the commencement of the leave;
- Give the Company as much notice as possible of the intended leave dates; and
- Provide appropriate documentation from the California Wing of the Civil Air Patrol to the Company showing the need for such leave.

Employees should speak to the Human Resources Department regarding using any accrued and unused vacation concurrently during the leave so that he/she is paid while absent.

### **J. Emergency Duty Leave**

Employees who are, or become officers, employees, or members of a government fire department, sheriff's department, police department, private fire department, or state-sponsored disaster medical response entity ("emergency rescue personnel") should notify the Company so that the employee and the Company can work together to accommodate

and schedule any absences the employee may require to fulfill his/her duties as emergency rescue personnel.

Emergency rescue personnel employees are permitted to take unpaid leave to attend to their emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue person. The Company asks the employee to provide as much advance notice as possible prior to taking the leave so that arrangements can be made to cover the employee's duties and responsibilities during leave.

Emergency rescue personnel may take up to a total of fourteen (14) unpaid days per calendar year to engage in fire, law enforcement or emergency rescue training. The Company asks employees to provide as much advance notice as possible prior to the training so that arrangements can be made to cover employees' duties and responsibilities during leave.

#### **K. Literacy Assistance Leave**

Employees may take unpaid time off to participate in an adult literacy education program, provided that it does not impose an undue hardship on the Company. Employees interested in enrolling in an adult literacy education program should contact the Human Resources Department.

Employees may use accrued vacation leave to receive compensation for this otherwise unpaid time off. If the employee has no accrued vacation leave the time off will be unpaid.

#### **L. Rehabilitation Accommodation Leave**

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 is not obligated, however, 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 because 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 regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Employees should contact the Human Resources Department for more information regarding this leave.

#### **M. Victims of Domestic Violence, Sexual Assault, Stalking, Abuse, or Other Crimes**

An employee whose immediate family member is deceased as a direct result of a crime, or who is a victim of a crime that has caused physical injury or that caused mental injury and a threat of physical injury; or a victim of any form of domestic violence, sexual assault, stalking, or abuse may take unpaid leave, or utilize any accrued but unused vacation or sick leave, to obtain a temporary restraining order, a restraining order, or other court assistance, or to seek medical attention, psychological counseling, shelter, domestic program or rape crisis center services, or safety planning or relocation assistance, or to obtain relief to ensure the health, safety or welfare for themselves or their child, or to attend judicial proceedings related to the crime. The employee must give the Company reasonable advance notice of the intention to take time off for any of the above purposes, by notifying Human Resources unless reasonable notice is not feasible.

When an unscheduled absence occurs, the Company will not take any action against the employee if the employee, within a reasonable time after the absence, provides a certification to the Company. Certification shall be sufficient in the form of any of the following:

- A police report indicating that the employee was a victim.
- A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court.
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse.
- Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

The Company will maintain confidentiality with respect to an employee's need for leave under this Policy. For more information regarding this leave entitlement, please contact Human Resources.

## **N. Leaves for Violent and Serious Felony Crime Victims**

An employee who is the victim of a violent or serious felony, including but not limited to, embezzlement, or whose immediate family spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather) is a victim of a violent or serious felony, may take time off work to attend judicial proceedings related to that crime.

Before an employee may be absent from work pursuant to this Policy, the employee must submit a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the Company will not take any action against the employee if the employee, within a reasonable time after the absence, provides the Company with documentation evidencing the judicial proceeding from any of the following entities:

- The court or government agency setting the hearing.
- The district attorney or prosecuting attorney's office.
- The victim/witness office that is advocating on behalf of the victim.

Employees who are absent from work pursuant to this Policy may elect to use the employee's accrued paid vacation time, PTO, or sick leave time, that is otherwise available to the employee. Otherwise, the absence shall be unpaid. The Company will maintain confidentiality with respect to an employee's need for leave under this Policy. For more information regarding this leave entitlement, please contact Human Resources.

#### **O. Voting**

An employee who is unable to vote in a statewide election outside of working hours, may take off up to two (2) hours of working time, without loss of pay, to vote. Such time must be at the beginning or end of the regular working shift and the employee must notify the Company at least two working days in advance to arrange a voting time.

#### **P. Child's School – Suspension**

Sometimes an employee may need to appear at his/her child's school in connection with disciplinary action by the school. An employee who is the parent or guardian of a child who has been requested to appear at his or her child's school pursuant to a request under the California Education Code (e.g., suspension), is permitted to take leave for that purpose.

The employee must give reasonable notice to his or her supervisor prior to taking the time off. Also, the employee must submit documentation from the school stating that the employee's presence was required at the school.

Employees may use accrued vacation leave concurrently with any leave under this policy in order to receive compensation for this time off. If the employee has no accrued vacation leave available, the time off will be unpaid.

#### **Q. Child's School Activities Leave**

Employees often want to take time off to participate in a child's school or childcare related activities, such as teacher conferences, award ceremonies or school plays. They also may need time off to deal with enrolling children in school or in childcare, or for school or



childcare emergencies. The Company encourages eligible employees to participate in the school and childcare activities with their children. Below is an outline of the terms and conditions for leave under this Policy.

*Eligibility.* Employees who are the “parents” of children who are in kindergarten through 12<sup>th</sup> grade, or who are placed with a licensed childcare provider, are eligible for leave under this policy. For purposes of this policy, “parents” include:

- Parents
- Guardians
- Grandparents
- Stepparents
- Foster parents
- Persons standing *in loco parentis* to a child.

*Amount of Leave.* The time off for school or childcare activity participation under this Policy cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours in a school year.

*Purpose of Leave.* Leave under this Policy can be taken for the following reasons:

- To find, enroll, or re-enroll his or her child in a school or with a licensed childcare provider;
- To participate in activities of the school or licensed childcare provider;
- To address a childcare provider or school emergency.

For purposes of this policy, “a childcare provider or school emergency” means that the employee's child cannot remain in a school or with a childcare provider because of:

- The school or childcare provider has requested that the child be picked up, or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires the child to be picked up from the school or childcare provider;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or childcare provider, excluding planned holidays; or
- A natural disaster, including, but not limited to, fire, earthquake, or flood.

**Note:** In the case of an emergency, the 8-hour maximum monthly leave allowance does not apply. However, employees must give reasonable notice to the employer of the need for emergency leave and provide an estimate of the anticipated duration of the employee’s leave.

*Employee's Notice and Documentation Obligations.* Employees must give their supervisor reasonable advance notice before taking any planned leave under this Policy. Employees must also provide their supervisor with documentation from the school or childcare provider that verifies that the employee was engaged in the permitted school or childcare activities. Failure to provide such documentation can result in disciplinary action up to and including termination.

If both parents are employed by the Company, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave will not have an adverse impact on the Company's operations and is approved by his/her supervisor.

*Use of Vacation.* Employees must use accrued vacation concurrently with any leave under this policy to receive compensation for this time off. If the employee has no accrued vacation available, the time off will be unpaid.

## **XI. EMPLOYEE BENEFITS**

### **A. Benefits Overview**

Tiger Lines is committed to providing the following benefits for eligible employees. The Company offers the following employee benefits:

- Health Insurance
- Dental Insurance
- Life Insurance
- Vision Insurance

Benefit eligibility is dependent upon your employee classification (full-time versus part-time, for example) and on length of continuous employment at the Company. Full-time employees are eligible for health insurance on the first day of the month following 60 days of employment. Employees may purchase additional coverage for their significant others/dependents partially at their own expense.

Part-time employees are not eligible for health insurance. Benefit eligibility requirements may also be imposed by the plans themselves.

Upon becoming eligible for certain employee benefit plans, you will receive Summary Plan Descriptions which describe the benefits in greater detail. For information regarding employee benefits and to answer any questions you may contact the Human Resources Department.

The Company reserves the right to modify, amend or terminate benefits and to modify or amend benefit eligibility requirements at any time and for any reason, subject to any legal restrictions.

## **B. Social Security**

As an employee of the Company, you are covered under the provisions of the Federal Social Security Law (FICA). The amount of deduction from your wages for Social Security taxes is mandated by the federal government for both the employees and the Company's contribution.

The total contribution by you and the Company is credited towards your Social Security benefits, which may be available at the time you are eligible to retire. In addition, disability and survivor's benefits are financed through Social Security deductions. Specific benefit eligibility positions are available by calling the local Social Security office.

## **C. Workers' Compensation Insurance**

The Company carries workers' compensation insurance coverage required by law to protect employees who are injured on the job. 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.

Compensation payments begin from the first day of an employee's hospitalization or after the third day following the injury if an employee is not hospitalized. The cost of this coverage is paid completely by the Company. If you are injured while working, you must report it immediately to your supervisor or the Human Resources Department, regardless of how minor the injury may be.

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 to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written Workers' Compensation Claim form and return it to the Human Resources Department; and
- Provide the Company with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

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 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 physical or mental disability, the Company's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.

If required by applicable law, the Company will notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

Employees who are ill or injured because of a work-related incident, and who are eligible for family and medical leave under FMLA/CFRA will be placed on FMLA/CFRA during the time they are disabled and not released to return to work. The leave under these laws runs concurrently, and eligible employees will be on FMLA and/or CFRA for a maximum of 12 weeks in the applicable 12-month period provided in the Company's FMLA and/or CFRA policy.

Paid sick leave 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 appointments or 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 available sick leave, your absences from work for follow-up treatment, physical therapy or other medical appointments will be paid with the use of such accrued sick leave. If you do not have accrued sick leave available, you may choose to substitute vacation for such absences from worked related to your workplace illness or injury.

Company or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

## **D. Unemployment Insurance**

If your employment with the Company is involuntarily terminated, you may be eligible to receive unemployment benefits. You must file a claim with the State Employment Development Department who will determine your eligibility.

## **E. State Disability Insurance**

To protect employees who miss work due to their nonwork-related accident or illness, the State Disability Insurance (SDI) program is a state-mandated program, funded through employee payroll deductions and administered through California's Employment Development Department (EDD). For more information regarding SDI, employees should contact their local EDD office.

## **F. Paid Family Leave (Family Temporary Disability Insurance)**

Employees contribute through payroll deductions to the California State Disability Insurance (SDI) Program known as "Paid Family Leave." This program will provide eligible employees with partial reimbursement of their pay for up to eight weeks during any 12-month period if the employee is off for a qualifying reason to care for their seriously ill family member or registered domestic partner, or to bond with a newly born, adopted, or foster-placed child. The law provides a state disability-funded partial wage replacement and does not create a right to leave. For more information, employees should contact the local state EDD office.

## **G. Basic Life and Accidental Death and 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.

## **H. 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

## **I. 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.

Any employee that works less than 1,000 hours per year are not eligible for this benefit.

## **XII. JOB DUTIES**

Your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that 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 the Company. Your cooperation and assistance in performing such additional work is expected.

The Company 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

## **XIII. PERFORMANCE EVALUATIONS**

Performance evaluations provide employees feedback on how well they are performing. In evaluating performance, many factors are considered: Quality of work, use of resources, adherence to policies and procedures, problem solving, interpersonal relations, as well as teamwork and adaptability.

The Company will conduct periodic performance evaluations in its sole and absolute discretion. The frequency of performance evaluations may vary depending on length of service, job position, past performance, changes in job duties, or recurring performance problems.

When an evaluation is conducted, supervisors will prepare a written performance evaluation and review and discuss it with the employee. The written performance evaluation will be placed in the employee's personnel file.

Although the Company plans to complete written evaluations of employees as described above, employees should note that the Company is continually evaluating its employees and reserves the right to complete a written evaluation of any employee at any time. Further, no employee is entitled to a performance evaluation, salary review, or salary increase, nor is a performance evaluation required as a condition for discipline or termination of any employee's employment with the Company. Neither the Company's discretion in conducting performance evaluations, nor the results of any such evaluation, alters the "at will" employment relationship between the employee and the Company.

## **XIV. GUIDELINES FOR APPROPRIATE CONDUCT**

### **A. Standards for Conduct**

Each employee must exercise sound judgment and concern for fellow workers and the Company. It is recognized, however, that these guidelines are not always enough to govern employee conduct and maintain a safe work environment. Disciplinary action up to and including termination could result for misconduct. 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 and will result in disciplinary action up to and including termination.

- Falsifying employment records, employment information, or other Company records;
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
- Theft and deliberate or careless damage or destruction of any Company property, or the property of any employee, customer or vendor;
- Removing or borrowing Company property without prior authorization or the unauthorized use or misuse of Company equipment, time, materials, or facilities, or the manufacture or production of an article for unauthorized purposes;
- Violating the Company's Workplace Violence policy;
- Gambling, participating in horseplay or practical jokes on Company time or on Company premises;
- Carrying firearms, weapons, explosives or any other dangerous weapons on Company premises at any time;
- Engaging in criminal conduct during working hours or on Company property;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management;
- Engaging in abusive conduct, or bullying, such as using obscene, abusive, or threatening language, gestures or other physical conduct that is threatening, intimidating or humiliating;

- Violation of Company punctuality and attendance policies. Absences protected by state or federal law do not count as violations of this policy;
- Failing to obtain permission to leave work for any reason during normal working hours, not including meal periods;
- Failing to observe working schedules, including rest and lunch periods;
- Failing to notify supervisor of any circumstances which could affect the employee's ability to perform his/her job;
- Failure to attend mandatory general or special meetings, or training sessions as directed by management without the approval of a supervisor.
- Working overtime without authorization or refusing to work assigned overtime;
- Violating any safety, health, security or Company policy, rule, procedure or violation of the Company's drug and alcohol policy;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Violating the Company's anti-harassment, discrimination, and retaliation or equal employment opportunity policies; and
- Failing to promptly report any hazardous situation, any accident/incident (regardless of the existence or severity of any injury or damage), or any work-related injury or illness.

It is Company's desire to avoid the necessity of disciplining employees. However, it is necessary to enforce Company policies and rules of conduct in a fair and consistent manner to provide a fair, enjoyable, and productive workplace. As such, the Company reserves the right to impose appropriate disciplinary action if policies are violated or employees engage in unacceptable behavior. In the Company's sole discretion, a variety of disciplinary measures may be utilized, including but not limited to, verbal warnings, written warnings, suspensions, performance improvement plans, and termination. The Company's disciplinary system is not a formal progressive discipline policy. The Company reserves the right to take the appropriate form of disciplinary action, up to and including termination, as it, in its sole discretion, determines is warranted based on the circumstances. However, in no way does the Company's chosen form of discipline, alter the Company's policy of "at will" employment. Either Company or the employee remain free to terminate the employment relationship at any time, with or without cause and with or without notice. Nothing in this policy is designed to, nor does it, interfere with, restrain, or prevent team member ability and/or right to engage in concerted activity under the National Labor Relations Act.

## **B. 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.



## **C. 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 comfortable 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.

## **D. 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.

## **E. Employees Who Are Required to Drive**

Employees whose job duties require them to drive a Company vehicle or their own vehicles for Company business will be required to show proof of current valid driving licenses and proof of insurability under the Company's policy or 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 are required to drive as part of their job. Commercial drivers are also subject to drug and alcohol testing pursuant to Tiger Lines' safety-sensitive drug and alcohol testing policies and procedures. **(See “Policy Against Drug and Alcohol Use” Policy Outlined Later in the Employee Policy Handbook).**

If an employee is required to drive as part of his or her job, Tiger Lines retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is suspended or revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the Company's policy.

#### **F. Dress Codes and Other Personal Standards**

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Clothing should be neat, clean and tasteful. Avoid clothing that can create a safety hazard. Your supervisor may issue more specific guidelines.

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 may be asked to clock out and return in acceptable attire. Nothing in this policy is meant to prohibit natural hair, including afros, braids, twists, and locks.

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. Further, certain employees may be required to wear safety equipment or clothing.

Employees who need a reasonable accommodation because of religious beliefs, observances or practices should contact his/her supervisor and discuss the need for accommodation.

#### **G. 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.

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.

## **H. Off-Duty Conduct**

While Tiger Lines does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's or their own integrity, reputation, or credibility.

Off-duty conduct by an employee that directly conflicts with the Company's essential business interests and disrupts business operations will not be tolerated.

## **I. 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.

## **J. Other Employment**

While employed by Tiger Lines, employees are expected to devote their energies to their jobs with the Company. Employment that directly conflicts with the Company's essential business interests and disrupts business operations is strictly prohibited.

Employees who wish to engage in additional employment that may create a real 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.

## **K. Political Activity**

Many employees participate in political activities on their own time. Company time, facilities, property, or equipment (including all computers, networks, and electronic equipment) must not be used for an employee's outside political activities. Tiger Lines will not reimburse any employee for political contributions, and employees should not attempt to receive or facilitate such reimbursements.

Absent a formal statement by Tiger Lines announcing any political endorsements, employees must not, through their own actions, speech, contributions, or written communication, mislead others to believe that Tiger Lines officially endorses or opposes any candidates for political office that Tiger Lines itself has not publicly announced. Company employees are entitled to their own personal position. The Company will not

discriminate against employees based on their lawful political activity engaged in outside of work.

## **XV. OPEN-DOOR POLICY**

Suggestions for improving Tiger Lines are always welcome. At some time, you may have a concern, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your good-faith concerns, questions, and suggestions also are of concern to the Company. Although providing your concerns, questions or suggestions in writing will assist us in addressing your concerns, it is not required. We ask you to first discuss your concerns, suggestions, or questions with your supervisor, following these steps:

- Bring the concerns, suggestions, or questions immediately to the attention of your immediate supervisor.
- If you feel that speaking with your supervisor is inappropriate or if your supervisor is unable to address your concerns, questions or suggestions, you may bring the matter to the Human Resources Department who will look into it. We encourage you to bring the matter to the Human Resources Department as soon as possible after you believe that your immediate supervisor has failed to resolve it.
- If you feel that speaking to the Human Resources Department is inappropriate or the concerns, suggestions, or questions are not addressed, you may bring the matter to one of the Co-Presidents who will attempt to reach a final resolution.

This procedure, which we believe is important for both you and the Company, cannot guarantee that every problem will be resolved to your satisfaction. However, Tiger Lines' values your observations, and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

**IMPORTANT:** This open-door policy does not apply to any concerns or complaints of harassment, discrimination, or retaliation, which should be reported immediately pursuant to the Company's policy prohibiting harassment, discrimination and retaliation which is included in this handbook.

## **XVI. COMPANY & PERSONAL PROPERTY**

### **A. Company Equipment and Rights of Inspection**

Lockers, furniture, desks, computers, cell phones, data processing equipment/software, and vehicles are Tiger Lines' property and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes. When using vehicles or equipment, you are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines. Management maintains a copy of the key to all lockers and desks. The Company reserves the right to inspect all Company property including computer or phone data or

messages 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.

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.

Company voice mail and/or electronic mail (e-mail) including texting, pagers and mobile email are to be used for business purposes. The Company reserves the right to monitor voice mail messages, and e-mail messages, and texts to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence. Employees should not have a reasonable expectation of privacy in computers, computer files, e-mails, voicemails, or any other Company property.

Tiger Lines may periodically need to assign and/or change "passwords" and personal codes for computers, e-mails, or additional electronic systems. These communication technologies and related storage media and databases are to be used only for Company business and they remain the property of the Company. The Company reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system. Messages on the company voicemail and email systems are subject to the same company policies against discrimination and harassment as are any workplace communications. Offensive, harassing, or discriminatory content in such messages will not be tolerated.

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.

## **B. Office Equipment/Supplies**

All office equipment and supplies should be used for a specific business-related purpose. No office equipment or supplies may be removed from the premises without the express prior approval of the Human Resources Department.

## **C. Personal Property**

Any personal property (e.g., purse, backpack, package, or other item) brought onto the Company premises will be subject to search by appropriate persons, including law enforcement, upon reasonable suspicion of unauthorized possession of the Company's property, possession of dangerous weapons or firearms, abuse of the Company's drug and alcohol policy, existence of health or safety issues exist, or the employee has violated the law. All searches shall be conducted in a reasonable manner and on a non-discriminatory basis. Prior to searching any personal property belonging to the employee, the Company will obtain the employee's consent. Failure to provide consent may result in disciplinary action if the Company has reasonable suspicion that the employee is in possession of Company property, dangerous weapons or firearms, or an illegal substance and is refusing to cooperate with the investigation of that suspicion.

The Company cannot be responsible and will not assume liability for any loss or damage to personal property resulting from theft, fire, or any other causes on the Company's premises. Employees should not leave personal belongings of value in the workplace. Terminated employees should remove any personal items at the time they leave the Company's premises. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

## **D. Electronic Systems and Communications**

This policy is intended to protect the Company's computer systems and electronic information. For purposes of these policies, the following definitions apply: "computers" are defined as desktop computers, laptops, handheld devices (including but not limited to iPhones, Blackberries, smart phones, iPads, and other electronic tablets and cell phones), and computer software/hardware and servers.

The Company also uses various forms of "electronic communication." "Electronic communication" includes e-mail, text messages, telephones, cell phones and other handheld devices (such as cell phones, Blackberries or smart phones or writing tablets or iPads), fax machines, and online services including the Internet.

"Electronic information" is any information created by an employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data, and files.

The following general policies apply:

- Computers and all data transmitted through the Company servers are Company property owned by the Company for the purpose of conducting Company business. These items must be maintained according to The Company rules and regulations. Computers must be kept clean, and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any Company property may be removed from the premises.

- All electronic communications also remain the sole property of the Company and are to be used for Company business. For example, email messages are considered Company records.
- Electronic information created by an employee using any computer or any means of electronic communication is also the property of the Company and remains the property of The Company.
- Information stored in The Company computers and file servers, including without limitation Confidential Information is the property of the Company and may not be distributed outside the Company in any form whatsoever without the written permission of the Human Resources Department.
- Violation of any of the provisions of this policy, whether intentional or not, will subject The Company employees to disciplinary action, up to and including termination.

## **I. Monitoring of Company Property**

The Company 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. The Company computers and all electronic communications and electronic information are subject to monitoring, and no one should expect privacy regarding such use. The Company reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems and other digital archives and to access, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of Company policy or any law occurs. E-mail may be monitored by the Company and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of security, but the use of a password does not affect the Company's ownership of the electronic information or ability to monitor the information. The Company may override an employee's password for any reason.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by management.

## **2. Prohibited Use**

All existing Company policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of Company assets or resources. It is a violation of the Company policy to use computers, electronic communications, electronic information, or the Internet, in a manner that: is discriminatory harassing or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against the Company policy.

It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

The display of any kind of sexually explicit multimedia content, message, or document on any Company computer is a violation of the Company's policy against sexual harassment. This description of prohibited usage is not exhaustive, and it is within the discretion of the Company to determine if there has been a violation of this policy. Employees that engage in prohibited use will be subject to discipline and/or immediate termination.

This policy is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors, or staffing.

### **3. Computer and Internet Use**

The Company provides computers, electronic communications, electronic information, and information technology resources, including the Internet, to its employees to help them do their job. Generally, these Company resources should be used for business related purposes. However, the Company recognizes that occasional personal use of these Company resources and property may occur during working time. The Company allows such occasional personal use if the usage does not interfere with the employee's work performance, take away from work time, consume supplies, slow other users, slow the servers or computer systems, or tie up printers or other shared resources, or violate any Company policy, including policies against harassment, discrimination, and disclosure of confidential or trade secret information.

This policy is not intended to limit the ability of employees to use Company email systems to communicate with other employees regarding the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors, or staffing.

All policies relating to monitoring usage of Company property apply. The Company reserves the right to adjust this policy on a case-by-case basis as it deems appropriate.

### **E. Social Media**

Social media is a set of Internet tools that aid in the facilitation of interaction between people online. If you have specific questions about which programs the Company deems to be social media, consult with the Human Resources Department. The Company recognizes that occasional personal use of social media using Company resources may occur during working hours. The Company expects that employees will comply with certain rules and guidelines regarding social media use.

The Company allows such occasional personal use if the usage does not interfere with the employee's work performance, take away from work time, consume supplies, slow other users, slow the servers or computer systems, or tie up printers or other shared



resources, or violate any Company policy, including policies against harassment, discrimination, and disclosure of confidential or trade secret information. All policies relating to monitoring usage of Company property apply. The Company reserves the right to adjust this policy on a case-by-case basis as it deems appropriate.

Employees can use their own personal devices to engage in social media during meal and rest breaks; however, all other company policies against inappropriate usage, including the Company's no tolerance for discrimination, harassment or retaliation in the workplace, and protection of confidential or trade secret information, apply.

Nothing in the Company's social media policy is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment.

#### **F. Off-Duty Use of Facilities**

Employees are prohibited from remaining on Tiger Lines premises or making use of Company facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property, or Company equipment for personal use.

#### **G. Prohibiting Personal Use of Company Cell Phone**

Cell phones (including handheld devices and smart phones such as iPhones) may be provided to some employees to assist them in performing their job. Cell phones are company property. Data (including web browsing), messages (including voice mail, mobile email, and text messaging), and other stored electronic information is subject to monitoring and the employee does not have an expectation of privacy in the use of this Company property.

The Company may ask you to assign a password to your Company cell phone to prevent unauthorized access. This password does not affect the Company's ownership of the cell phone or ability to monitor the information.

Company cell phones must not be used in any manner that violates any other Company policy, including safety policies, confidentiality polices, and policies against discrimination and harassment. Also, employees must comply with all laws governing the use of cell phones and other mobile communication devices, including but not limited to, any prohibition on using them while driving absent a hands-free device.

Employees are prohibited from using Company-issued cell phones and any other Company property to conduct personal business. Employees who are provided a Company cell phone may use the phone for personal reasons only in the case of an emergency. Other personal use is prohibited.

#### **H. Solicitation and Distribution of Literature**

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. The Company 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.

Employees may not solicit or promote support for any cause or organization or distribute or circulate any written or printed materials in work areas 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 meal or rest breaks.

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

## **XVII. TELEPHONE USE, SMOKING, HOUSEKEEPING, AND BREAK ROOMS POLICIES**

### **A. Use of Telephone & Employee-Owned Devices**

Business telephone calls are an essential part of our business. Therefore, personal calls may be taken only in an emergency, unless the employee is on their meal or rest break. Employees may use their personal cell phones during meal and rest periods.

The Company recognizes that occasional use of the employee's own computers (including handheld devices) and electronic communications may occur during working time. The Company allows such occasional personal use if the usage is during meal or rest breaks and does not violate any Company policy. All other company policies, including the Company's no tolerance for discrimination, harassment or retaliation in the workplace apply. The Company reserves the right to adjust this policy on a case-by-case basis as it deems appropriate.

### **B. Use of Cell Phone While Driving**

It is the policy of Tiger Lines 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:* 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.

### **C. Housekeeping – Clean Work Areas**

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 lunchrooms, 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.

### **D. Rules Regarding 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.

### **E. Break Rooms**

A break room is provided for the use and benefit of all employees. Any person using the break room must clean up after themselves. Any dishes left in the sink, on the counter

and any food left in the refrigerator without a label identifying the employee and date shall be disposed of.

## **XVIII. PROTECTING CONFIDENTIAL INFORMATION.**

Each employee is responsible for safeguarding the confidential information obtained during employment. From time to time, employees may come into contact with matters which Tiger Lines considers confidential information, or which constitute the Company's propriety information or trade secrets.

The term "**confidential information**" includes but is not limited to any Company proprietary information, technical data, trade secrets or know how, including, but not limited to, research, plans, services, customer lists, client addresses and contact numbers, products, services, supplier or customer lists, customer information, including purchasing dates, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, marketing, including current or future marketing plans, financial or other business information disclosed to employees by the Company either directly or indirectly in writing, orally, or by drawings, or observation of products. Confidential information does not include any of the foregoing items which have become publicly known and made generally available through no wrongful act of an employee.

You have a responsibility to prevent revealing or divulging any such information, whether in written form, 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. Employees shall not in any way disclose confidential information to non-employees without the express authorization of the Company.

Upon termination of employment (voluntary or involuntary) with the Company, employees shall deliver to the Company all property belonging to the Company, including any copies or duplicates made of any original, which are in the possession or under the control of the employee.

Violation of this policy through either the unauthorized disclosure or misappropriation of confidential information belonging to the Company shall result in discipline of any employee violating the policy, including immediate termination. The obligations and rights described in this policy shall survive the termination of employment with Tiger Lines. The Company may also pursue any legal remedies that are deemed appropriate for any unauthorized disclosure or misappropriation of the Company's proprietary information.

An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of 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 pursuant to court order.

As a condition of employment, all employees are required to sign the Company Confidentiality and Proprietary Information Agreement.

## **XIX. POLICY AGAINST DRUGS/ALCOHOL USE**

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. Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair the employee's value to the Company.

The purpose of this policy is to assure employee fitness for duty and to protect our employees, customers, and the public from the risks posed using alcohol, illegal drugs, and controlled substances. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transportation industry.

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 an illegal or controlled substance or alcohol, or being under the influence of an illegal or controlled substance or alcohol while on the job;
- Possession of drug paraphernalia;
- Driving a Company vehicle while under the influence of alcohol or an illegal or controlled substance; and
- Manufacture, distribution, dispensing, possession, sale, or purchase of an illegal or controlled substance or alcohol while on the job.

Employees are required to report to work in appropriate mental and physical condition to perform their jobs in a safe and satisfactory manner. Due to the safety-sensitive nature of many job duties within the Company, all employees will be held to this policy while on the clock, on call, and/or while representing the Company on or off site. In order to enforce this policy, the Company 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.

Violation of these rules and standards of conduct will not be tolerated. Tiger Lines also may bring the matter to the attention of appropriate law enforcement authorities.

If any provision of this policy is inconsistent or in conflict with the federal rules the federal rules shall take precedence.

#### **A. Notification of Criminal Convictions**

Employees must notify their supervisor of any arrests and/or convictions within 24 hours for violations of California, federal or local laws that would disqualify him/her from employment. Employees must notify his/her supervisor within five (5) days of any conviction involving drug or alcohol or any conviction of driving under the influence, reckless driving, or hit-and-run driving whether on or off the job, in a Company or private vehicle. Failure to do so may subject the employee to disciplinary action up to and including termination.

#### **B. Notification of Prescription or Over-the-Counter Drugs**

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work. The legal use of prescribed or over-the-counter drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and the employee uses the legal prescribed drug in a safe manner that does not endanger himself or herself or other individuals in the workplace.

The use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to your supervisor. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

To continue performing a safety-sensitive function the employee taking the medication will be required to provide a written letter to the Company from the prescribing physician stating the following:

- Patient's name;
- Name of the substance;
- Period of authorization; and
- Statement that the medication will not adversely affect the employee's performance to drive or perform his/her safety sensitive function and that the employee may continue to perform his/her safety-sensitive function while taking such medication.

The letter must be signed and dated by the physician and the letter will be provided to the Company for final approval.

### **C. Alcohol Use/Hours of Compliance**

Employees should not report for duty or remain on duty when his or her ability to perform assigned functions is adversely affected by alcohol. No employee shall use alcohol while on duty or while performing safety-sensitive functions. No employee shall have used alcohol within four (4) hours of reporting for duty.

Employees may not use alcohol during the hours that they are on call. On call employees can acknowledge the use of alcohol at the time he/she is called to report to duty and the inability to perform his/her safety sensitive function.

### **D. Drug and Alcohol Testing**

All employment offers to potential safety-sensitive employees will be subject to passing a pre-employed drug screening. Once employed with Tiger Lines, safety-sensitive employees may be subject to return to duty, post-accident, random, and reasonable suspicion drug, and alcohol test as required by federal Motor Carrier Safety Administration (FMCSA) regulations (49 CFR part 382). Employees are considered “safety-sensitive” if they operate or maintain (including repairs, overhaul, and rebuilding) a vehicle that requires a Commercial Driver’s License.

The Company will not permit any employee with a positive test result or who refuses to submit to such tests to perform or continue to perform any safety-sensitive functions and will include disciplinary action up to and including termination.

A complete copy of 49 CFR part 382 applicable to Tiger Lines employees will be provided at the time of hire and is available on request. If an employee has any questions or needs more information regarding the Company’s drug and alcohol policy, they should contact the Human Resources Department.

### **E. Compliance with Testing Requirements**

All drug and alcohol testing will be handled by an authorized lab to ensure a high degree of accuracy and reliability. Any employee who refuses to comply with a request for testing, who fails to remain readily available for post-accident testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be removed from duty immediately. Employees may be tested at any time while on duty or while on Company property.

Refusal can include an inability to provide a specimen or breath-alcohol sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

As an employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing any safety-sensitive functions.

#### **F. Pre-employment, Transfer Testing or Return to Work Testing**

All applicants for employment in safety-sensitive positions shall undergo drug testing prior to employment. Employees may not begin work before the Company receives a confirmation of a negative test. Existing employees who are being considered for transfer to a safety-sensitive position from a non-safety-sensitive position will be required to undergo a drug test prior to his/her transfer to his/her safety-sensitive position.

Safety-sensitive employees who have been out for thirty (30) days or more and out of the random testing pool will be required to take a drug test before he/she can return to his/her safety-sensitive position.

#### **G. Reasonable Suspicion Testing**

All employees shall be subject to reasonable suspicion testing, to include appropriate urine and/or breath testing when there is reasonable suspicion to believe that a covered employee has used a prohibited drug and/or engaged in alcohol misuse.

Reasonable suspicion determination will be made by a supervisor, or other company official who has had the required Reasonable Suspicion training to detect and document the signs and symptoms of drug use and alcohol use and who reasonably concludes that an employee may be under the influence of a prohibited substance.

Any employee who is required to take a Reasonable Suspicion test will remain off duty until a negative alcohol and drug test is received. If testing proves positive, the employee may be subject to disciplinary action, up to and including termination, after the Company has investigated the circumstances and determined Company policy has been violated.

#### **H. Post-Accident Testing**

Tiger Lines will conduct drug and alcohol tests for all employees involved in a work-related accident or injury, unless investigating staff determine, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident.

#### **I. Random Testing**

Employees performing safety-sensitive functions will be subject to unannounced, random drug and alcohol testing in accordance with federal regulations. Employees have an equal chance at selection and shall remain in the pool even after being tested. The dates for administering unannounced testing of randomly selected covered employees shall be spread reasonably throughout the calendar year, month, week, and all hours that safety-sensitive functions are performed.



Employees shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. Employees may be randomly tested for prohibited drug use anytime while on duty.

#### **J. Positive Alcohol or Drug Test**

As a “zero tolerance” employer, any positive drug or alcohol or refusal to test will result in the termination of employment.

### **XX. WORKPLACE SAFETY & ANTI-VIOLENCE POLICY**

The Company is committed to providing a safe and healthy work environment. Pursuant to applicable law, the Company has adopted a separate Injury and Illness Prevention Program (IIPP) which outlines Company policies and procedures for safety in the workplace. All employees will be trained under the IIPP and are expected to always comply with the IIPP.

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 employees must report any health and safety hazards, work-related injuries, or illnesses immediately to his/her supervisor or to the Human Resources Department. Federal and state law and the Company’s policy forbid retaliation against employees for reporting injuries. The Company will not tolerate or permit retaliation by management, employees, or coworkers.

The Company is also firmly committed to providing a workplace that is free from acts of violence or threats of violence. Although some kinds of violence result from societal problems that are beyond our control, we believe that measures can be adopted to increase protection for employees and to provide a secure workplace. In keeping with this commitment, we have established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on Company-related business, or while operating any vehicle or equipment owned or leased by the Company. This policy applies to all employees, including managers, and non-supervisory employees. See the Company’s IIPP for more information on preventing workplace violence.

#### **A. Ergonomics**

Tiger Lines is subject to federal OSHA and any applicable state ergonomic 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 Human Resources Department.

## **B. 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 recognition and prevention of heat illness. Employees who work outside are encouraged to frequently drink water. Employees who work outside are also allowed and encouraged to take a cool-down rest in the shade of at least five (5) minutes (in addition to the time needed to access the shade) when needed to protect themselves from overheating. These preventative cool-down rests are paid time.

Employees should refer to the Company's Injury Illness and Prevention Program or talk to their supervisors or to the Human Resources Department for details on how to ensure they are protected from heat illness dangers.

## **C. Security**

Tiger Lines has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to the Human Resources Department. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

## **D. Workplace Violence**

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

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:

<b>Example</b>	<b>Type of Threat</b>
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

Possession of weapons on Company premises and at Company-sponsored events shall constitute a threat of violence. A pocketknife is not considered a weapon.

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 coworkers or any event which you reasonably believe is threatening or violent. You should report an incident to any supervisor or the Human Resources Department.

#### **E. 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: If weather conditions prevent you from safely traveling to work, you must notify your supervisor by phone, if telephone service is functional, or by any other available means. Employees may be paid for up to two (2) days per year when weather conditions prevent them from reaching the worksite. Absences more than two (2) days will be unpaid or will be deducted from accumulated vacation time.
- In the event of a natural disaster, 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 Human Resources Department immediately, if possible.

### **XXI. TERMINATION OF THE EMPLOYMENT RELATIONSHIP**

Employment at Company is at-will and may be terminated by the Company or the employee at any time with or without notice and with or without cause. An employee may also be considered to have terminated his or her employment, if the employee fails to report to work for two (2) consecutively scheduled workdays without notice to, or approval by, his or her supervisor (unless the absence is protected by law).

Under some circumstances, the Company may need to restructure or reduce its workforce, and this may result in the termination of an employee's employment. If restructuring operations or reducing the number of employees becomes necessary, the Company will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

At termination of employment for any reason, all Company-owned property, including, but not limited to, vehicles, keys, uniforms, and identification badges, and any other Company property in an employee's possession or under his or her control, must be immediately returned to the Company.

All requests for an employment reference must be directed to the Human Resources Department. No other manager, supervisor, or employee is authorized to release references for current or former employees. By policy, Company discloses only the dates of employment and the title of the last position held. If you authorize the disclosure in writing, the Company also will inform prospective employers of the amount of salary or wage you last earned.

**ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK**

I acknowledge receipt of Tiger Lines’ (“Company”) Employee Policy Handbook. I have read the entire Handbook, understand its contents, and have been given the opportunity to ask questions regarding its contents. I hereby acknowledge that I understand the policies and procedures in the Handbook and will comply with them.

I understand that my employment is terminable at will, either by myself or the Company, regardless of the length of my employment or the granting of benefits of any kind. Either the Company or I may end the employment relationship at any time with or without cause and with or without notice. I understand that no contract of employment other than “at will” has been expressed or implied, and that no circumstances arising out of my employment will alter my “at will” employment relationship unless expressed in writing, with the understanding specifically set forth and signed by myself and a management representative from the Company.

I also understand and agree that the terms and conditions of my employment as stated in the Handbook, or elsewhere, may be changed, with or without notice, at any time, by the Company. Neither the reservation nor the exercise by the Company of the right to change the terms and conditions of my employment shall change my status from that of an “at-will” employee as set forth in the Handbook.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Employee’s signature

\_\_\_\_\_  
(Print Employee Name)