



# **Legacy Logistics LLC**

**Employee Handbook**

**November 19, 2019**

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# Core Policies

## 1.0 Welcome

### 1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Legacy Logistics LLC will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

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

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

We wish you success in your employment here at Legacy Logistics LLC!

All the best,

John Witte, CEO Legacy Logistics LLC

### 1.2 At-Will Employment

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

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

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

This policy may not be appropriate in its entirety for employees working in Montana.

## **2.0 Introductory Language and Policies**

### **2.1 Ethics Code**

Legacy Logistics LLC will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Legacy Logistics LLC.

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

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

## **3.0 Hiring and Orientation Policies**

### **3.1 Conflicts of Interest**

Legacy Logistics LLC is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your Managers. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

### **3.2 Employment of Relatives and Friends**

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

### **3.3 Job Descriptions**

Legacy Logistics LLC attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Managers.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to employees.

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

### **3.4 New Hires and Introductory Periods**

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Legacy Logistics LLC and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the employment relationship.

### **3.5 Training Program**

In most cases, and for most departments, training employees is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your Managers.

### **3.6 Employment Authorization Verification**

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Legacy Logistics LLC. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Managers.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

## **4.0 Wage and Hour Policies**

### **4.1 Attendance Policy**

Your regular attendance at work is important both to Legacy Logistics for achieving its service requirements and to your fellow employees who must cover for you when you are absent. As a reliable employee, you are a valuable asset to the company and in particular to your department. As part of a team, your co-workers depend on you to report for work on time at the beginning of your workday and to return to your position promptly from breaks and lunch. Not only are you penalized for tardiness through loss of earnings, but lateness and absenteeism detract from your value as a member of a working team. Your record of lateness and/or absenteeism will be considered in your performance evaluation. Poor attendance will be considered a reason for corrective action.

Any employee absent three consecutive working days without notifying their supervisor will be considered to have voluntarily abandoned their position.

An absence is defined as any scheduled workday missed for reasons other than death in the family, jury duty or an approved leave of absence.

When you know you will be late you must contact your supervisor a minimum of one (1) hour prior to your normal start time, if you are going to be absent you must call no later than the night before. This is to allow your supervisor time to re-schedule work assignments. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Legacy Logistics LLC reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Examples of tardiness are being late for the start of your workday, returning late from break or lunch, or leaving before the end of your workday. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

## 4.2 Direct Deposit

Legacy Logistics LLC encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask the Payroll Supervisor or Human Resources Director for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

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

## 4.3 Introduction to Wage and Hour Policies

At Legacy Logistics LLC, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Managers.

## 4.4 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Legacy Logistics LLC.

## 4.5 Paycheck Deductions

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

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your Managers. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

1. An employee can give the employer written authorization to deduct payments from an employees' earning. Examples of payroll deductions would be:
  - a. Garnishment
  - b. Employee payroll advances
  - c. Additional safety gear

## 4.6 Recording Time

Legacy Logistics LLC is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Company True Shift Time Clock and/or Legacy Time Sheet. Exempt employees may also be required to track days or time worked. Speak with your Managers for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.

- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Time sheets/time cards are to be turned in to your Managers or appropriate department.

If you are required to clock in, you should clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time.

Notify your Managers of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods. Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

## **4.7 Travel Expenses**

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at Legacy Logistics LLC.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved Legacy Logistics LLC business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your Managers has been received.

### Advances

The Company does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on the standard Expense Report Form.

### Travel Expenses

The Company pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

- Airline tickets.
- Meals and lodging.
- Car rental, bus, taxi, parking.
- Business supplies and services.
- Associated gratuities.
- Other expenses necessary to achieve the business purposes.

This list is not all-inclusive. See your supervisor regarding additional reimbursable business expenses. For more information on Travel Expense account, please ask your supervisor for current company policy.

## **4.8 Use of Employer Credit Cards**

All employees in the possession of a credit card issued by Legacy Logistics LLC will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to Company vehicle use (gas, oil, etc.) under \$100 do not require prior approval. Credit card purchases for vehicle use over \$100 and any other business purchases over \$25 must receive prior approval from your Managers.

Submit all sales receipts generated by use of the Company credit card to your Managers. Your Company credit card may not be used for personal reasons. Use of the Company credit card is restricted to approved business related expenses.

Immediately report lost or stolen Company cards to your Managers. Failure to follow this policy may result in disciplinary action up to and including discharge.

## **5.0 Performance, Discipline, Layoff, and Termination**

### **5.1 Exit Interview**

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

### **5.2 Open Door/Conflict Resolution Policy**

Legacy Logistics LLC strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Managers and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your Managers at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Managers. If you have already brought this matter to the attention of your Managers before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

### **5.3 Outside Employment**

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Legacy Logistics LLC is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your Managers. Failure to adhere to this policy may result in discipline up to and including termination. Employees may not conduct outside work or use company property, equipment or facilities in connection with outside work while on company time.

### **5.4 Pay Raises**

Depending upon your performance and our company's profitability, adjustments in your pay may be made when there has been an improvement in or sustainment of an already good performance during the review period. Pay raises are not automatic and may not coincide with your anniversary date.

### **5.5 Promotions**

We believe that career advancement is rewarding for both the employee and the company. We will promote qualified employees to new or vacated positions whenever possible. In addition, you can discuss transfer opportunities with your supervisor.

## **5.6 Standards of Conduct**

Each employee has an obligation to observe and follow the company's policies and to maintain proper standards of conduct at all times. Failure to adhere to the company's policies will result in corrective disciplinary measures.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the company. The company does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the company's policies or safety rules; failing to work in a cooperative manner with management, co-workers, clients or customers and others who do business with the company; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in company activities or in company vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; inappropriate or violent physical contact; harassment; discrimination or retaliation in violation of the company's EEO and No Harassment policies; performing outside work or use of company property, equipment or facilities in connection with outside work while on company time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

Nothing in this policy is designed to modify our employment-at-will policy.

## **5.7 Transfers**

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

## **6.0 General Policies**

### **6.1 Computer Security and Copying of Software**

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

All software acquired for or on behalf of the Company, or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

## **6.2 Driving Record**

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

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

## **6.3 Employer-Provided Cell Phone/Mobile Device Policy**

Legacy Logistics LLC may issue certain employees a Company cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

We understand that you may use the cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Company, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

The Company owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them. You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the Company in operable condition.

Violation of this policy may result in discipline, up to and including termination of employment.

## **6.4 Nonsolicitation/Nondistribution Policy**

To avoid disruption of business operations or disturbance of employees, visitors, and others, Legacy Logistics LLC has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to Managers.

## **6.5 Off-Duty Use of Employer Property or Premises**

You may not use Legacy Logistics LLC property for personal use during working time. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Company products, or office supplies for personal use without prior authorization.

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

## **6.6 Personal Appearance**

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

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

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your Managers to request a reasonable accommodation.

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

## **6.7 Personal Cell Phone/Mobile Device Use**

While Legacy Logistics LLC permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

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

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

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

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

the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

## **6.8 Personal Data Changes**

It is your obligation to provide Legacy Logistics LLC with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Human Resources.

## **6.9 Security**

All employees are responsible for helping to make Legacy Logistics LLC a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Managers immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your Managers of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

## **6.10 Social Media Policy**

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

This policy applies to all employees who work for the Company.

### Guidelines

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

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

### Know and Follow the Rules

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

### Be Respectful

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

protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

### Maintain Accuracy and Confidentiality

When posting information:

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

### Using Social Media at Work

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

### Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

### Retaliation and Your Rights

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

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

## **6.11 Suggestion Policy**

At Legacy Logistics LLC, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your Managers or another member of the management team.

## **6.12 Use of Employer Vehicles**

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

If you drive a Company vehicle, all infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to your Managers.

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

As the driver of a Company vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

You may not operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. You may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

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

### **6.13 Workplace Privacy and Right to Inspect**

Legacy Logistics LLC property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

## **7.0 Benefits**

### **7.1 Bereavement Leave**

Legacy Logistics LLC recognizes the importance of taking leave when there is a death in the family. Full-time employees who have completed their introductory period are entitled to take up to [[3]] days off with pay for the funeral of an immediate relative. Members of the immediate family include spouses, domestic partners, parents, brothers, sisters, children, children of domestic partners, grandchildren, grandparents, parents-in-law and parents of domestic partners. Pay is based on the regular rate for an eight-hour day. Authorized leave without pay is available for extended funeral matters. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws. Personal leave time may also be taken when necessary. Requests for bereavement leave should be made to the operations manager as soon as possible. Our company reserves the right to request written verification of an employee's familial relationship to the deceased and his or her attendance at the funeral service as a condition of the bereavement pay.

### **7.2 Continuing Education Policy and Tuition Assistance**

The initiation of all on-the-job training for employees within your department is the responsibility of your supervisor. This may include safety training, participation in off-site training and continuing education when necessary for job safety and work performance. Training will be conducted during regular working hours whenever possible.

The company will pay for any required training programs. Employees may be tested from time to time to evaluate the effectiveness of the training program.

If you have any questions regarding training, please see your supervisor.

### **7.3 Exempt Personnel**

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

## 7.4 Holidays

Legacy Logistics LLC offers the following paid holidays each year: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

If a holiday falls on your regular day off, ask your Managers how it affects you.

Full-time employees are eligible for paid holidays immediately upon hire.

Exempt employees will receive holiday pay in compliance with state and federal wage and hour laws.

Non-exempt employees must work their scheduled workday before and after the holiday in order to be paid for the holiday, unless you are absent with prior permission from your supervisor.

## 7.5 Leaves of Absence

Under special circumstances, full-time employees who have completed their introductory period may be granted a leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the operations manager or COO.

Leaves may not exceed ten days.

We will make reasonable efforts to return you to the same or similar job you held prior to the leave of absence, subject to our staffing and business requirements.

## 7.6 Sick Pay

Employee must be a regular full-time employee and must have completed a 90-day trial period in order to be eligible for sick pay. Once 90 days has been met, employee will be eligible for 32 hours annually. Sick time does not accrue or roll over.

## 7.7 Unemployment Compensation Insurance Policy

All employees who quit or are terminated are entitled to certain benefits. They are as follows:

**Unemployment Insurance:** Dependent on whether the employee quits, gets laid off, or is terminated will depend on whether or not the employee will get unemployment in a timely manner. The employee will need to check with the local Unemployment Office to file claims. According to Alaska State law, there is a six-week penalty for quitting your job without good cause.

## 7.8 Workers' Compensation Insurance Policy

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident to the operations manager as soon as reasonably possible. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

## 7.9 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Legacy Logistics LLC employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of

absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Human Resources to learn more about your COBRA rights.

## **7.10 Military Leave (USERRA)**

Legacy Logistics LLC complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to Human Resources or appropriate department. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Managers of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources or appropriate department.

## **8.0 Safety and Loss Prevention**

### **8.1 Drug and Alcohol Policy**

The company has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and clients or customers we serve. The unlawful or improper use of controlled substances or alcohol in the workplace presents a danger to everyone. In addition, as a federal contractor and/or grantee we have a duty to comply with the requirement of the Drug-Free Workplace Act of 1988. For these reasons, we have established as a condition of employment and continued employment with the company the following drug and alcohol free workplace policy.

The company has implemented a drug testing program in compliance with local, state and federal laws. Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties. Employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are also prohibited from consuming alcohol during working hours, including meal and break periods. This does not include the authorized use of alcohol at company-sponsored functions or activities.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on company paid time, on company premises, in company vehicles or while engaged in company activities.

In accordance with the Drug-Free Workplace Act of 1988, you must notify your supervisor of any criminal drug statute conviction for a violation occurring within the workplace within five days of such conviction.

Your employment or continued employment with the company is conditioned upon your full compliance with the foregoing drug and alcohol free workplace policy. Any violation of this policy may result in disciplinary action, up to and including discharge. Furthermore, any employee who violates this policy and is subject to discharge may be permitted in lieu of discharge, at the company's sole discretion, to participate in and successfully complete an appropriate treatment, counseling, or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state, and local laws.

Consistent with its fair employment policy, the company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance

before their drug and alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves, or others. The company will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures, consistent with the company's policies and applicable federal, state or local laws.

The company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this drug and alcohol free workplace policy including, but not limited to, the inspection of company issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the company has reasonable suspicion to believe that the employee has violated this drug and alcohol free workplace policy.

This policy represents management guidelines. For more information, please speak to your supervisor.

### **Drug and Alcohol Free Awareness Program**

In order to maintain a drug and alcohol free workplace, the company has established a drug and alcohol free awareness program to educate employees on 1) the danger of drug abuse and alcohol in the workplace; 2) the company's drug and alcohol free workplace policy; 3) the availability of any drug and alcohol counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse and alcohol violations, and violations of the company's drug and alcohol free workplace. Such education includes: the distribution of our drug and alcohol free workplace policy at the employment interview.

## **8.2 General Safety Policy**

It is the responsibility of all Legacy Logistics LLC employees to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your Managers as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow the Company health and safety rules may result in disciplinary action, up to and including termination of employment.

## **8.3 Policy Against Workplace Violence**

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to company property in the event someone, for whatever reason, may be unhappy with a company decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the company's investigation, may result in disciplinary action, up to and including discharge.

## **9.0 Trade Secrets and Inventions**

### **9.1 Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment, Legacy Logistics LLC employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management. If you have information that leads you to suspect that employees or competitors are obtaining such information, you are required to inform your Managers.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

# Alaska Policies

## Introductory Language and Policies

### Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Legacy Logistics LLC policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

## Hiring and Orientation Policies

### Disability Accommodation

Legacy Logistics LLC complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Managers. You may be asked to include relevant information such as:

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

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

## EEO Statement and NonHarassment Policy

### Equal Opportunity Statement

Legacy Logistics LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Managers or any other designated member of management.

#### Policy Against Workplace Harassment

Legacy Logistics LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### Sexual Harassment

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

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

#### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability,

genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

## **Religious Accommodation**

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

If you require a religious accommodation, speak with your Managers.

## **Wage and Hour Policies**

### **Accommodations for Nursing Mothers**

Legacy Logistics LLC will provide nursing mothers reasonable paid/unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public.

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room or other location, in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees

who may share the refrigerator.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time will be paid in accordance with federal law.

You are encouraged to discuss the length and frequency of these breaks with your Managers.

No provision of this policy applies, or will be enforced, if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law, or regulation.

## **Meal and Rest Periods**

Legacy Logistics LLC strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Managers regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Managers know; in addition, notify your Managers as soon as possible if you were unable to or prohibited from taking a meal or rest period.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Managers.

At certain times Legacy Logistics LLC may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of eight hours in a day or 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

At Legacy Logistics LLC, the standard pay period is biweekly for all employees. If a pay date falls on a holiday, you will be paid on the preceding workday. If a pay date falls on a Saturday, paychecks will be issued on Friday. If a pay date falls on a Sunday, paychecks may be issued on Monday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Managers if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Managers immediately.

## **Performance, Discipline, Layoff, and Termination**

### **Disciplinary Process**

Violation of Legacy Logistics LLC policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-

will" basis.

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

## **Benefits**

### **Jury Duty Leave**

Employees summoned for jury duty are granted an unpaid leave in order to serve.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

We reserve the right to request proof of jury service issued by the Court upon return.

Make arrangements with the operations manager as soon as you receive your summons.

When permitted by state law, we expect you to return to your job if you are excused from jury duty during your regular working hours.

### **Vacation Policy**

Legacy Logistics provides recreational time off to regular full-time employees. Recreational time off is important since Legacy Logistics believes it contributes to increased employee well-being and productivity.

You are eligible to take vacation after completion of one year of employment. All regular full-time employees are entitled to the following vacation days (one (1) year equals 2080 hours).

- One (1) completed year to four (4) completed years, 5 days eligible vacation.
- five (5) completed years to ten (10) completed years, 10 days eligible vacation.

Vacation is earned based on hours paid, excluding overtime hours.

When an employee quits/is terminated any vacation hours accrued up to that point will be paid, provided the employee has met the requirement of completion of one year. If employee has not completed one full year of employment, no vacation hours will be paid. Employees will only be paid vacation hours based on hours worked up to that point.

Vacation time accruals are calculated on a calendar year basis. For example, if you are hired on 6/1/01, you are eligible for vacation on 6/1/02, after satisfying 12 months of service. 6/1/02 to 12/31/02 vacation time will be prorated portion of 40 hours, in this case 20 hours. At 1/1/03 you are then eligible for 40 hours of vacation time, and every January 1<sup>st</sup> thereafter.

Vacation must be taken in the calendar year of eligibility. Unused vacation time will not be carried over into the next year. Unused vacation time will not be carried over into the next year. Unused vacation time will not be cashed out.

All vacation time scheduled must have prior management approval.

## **Voting Leave**

Our company believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not permit him or her two consecutive hours to vote either between the opening of the polls and the beginning of his or her shift or between the end of his or her shift and the closing of the polls will be allowed to take time off without a deduction in pay in order to vote. We reserve the right to select the hours you are excused to vote.

Notify the operations manager of the need for voting leave as soon as possible. When you return from voting leave, you must present a voter's receipt to the operations manager as soon as possible.

## **Closing Statement**

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

John Witte, CEO

Legacy Logistics LLC

## Acknowledgment of Receipt and Review

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

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

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

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

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Legacy Logistics LLC.

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

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Signature

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Date

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Print Name