



# EMPLOYEE HANDBOOK

Effective November 2021

This employee handbook supersedes all previously issued employee handbooks, and all previously issued employee handbooks are hereby revoked.

**THIS DOCUMENT DOES NOT CREATE A CONTRACT OF EMPLOYMENT**

2. Disclaimer

**IMPORTANT NOTICE – DISCLAIMER**

**THIS EMPLOYEE HANDBOOK (“HANDBOOK”) IS A GUIDE TO GENERAL EMPLOYMENT PROCEDURES AND POLICIES OF GOOD SHEPPARD DELIVERY LLC (THE “COMPANY”). THE HANDBOOK IS FOR INFORMATION PURPOSES ONLY, AND IS NOT A CONTRACT OF EMPLOYMENT. ANY COMPANY PROCEDURE OR POLICY, INCLUDING ANY POLICY, PROCEDURE, OR PROVISION IN OR REFERRED TO IN THIS HANDBOOK, MAY BE MODIFIED, AMENDED, OR DELETED BY THE COMPANY AT ANY TIME, WITH OR WITHOUT NOTICE EXCEPT FOR THE AGREEMENT TO ARBITRATE.**

**THIS HANDBOOK DOES NOT AND IS NOT INTENDED TO ADDRESS EVERY POSSIBLE EMPLOYER/EMPLOYEE SITUATION. THE COMPANY RESERVES THE RIGHT TO TAKE ACTION OR MAKE A DECISION WHICH IS INCONSISTENT WITH THE PROVISIONS OF THIS HANDBOOK TO ADDRESS UNIQUE SITUATIONS, ON A CASE-BY-CASE BASIS, IN THE COMPANY’S SOLE DISCRETION.**

**THIS HANDBOOK DOES NOT IN ANY WAY ALTER THE EMPLOYMENT STATUS OF EMPLOYEES, WHICH IS “AT-WILL.” THIS MEANS THAT EITHER YOU OR THE COMPANY CAN TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY OR NO REASON, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. NO CONTRARY STATEMENT BY ANY COMPANY EMPLOYEE, MANAGER, OR AGENT SHALL HAVE ANY FORCE OR EFFECT, UNLESS IT IS IN WRITING, STATES THAT IT IS A “CONTRACT OF EMPLOYMENT,” AND IS SIGNED BY OWNER OF THE COMPANY.**

**EMPLOYEE ACKNOWLEDGMENT**

**BY MY SIGNATURE I ACKNOWLEDGE RECEIPT OF THE HANDBOOK AND ANY STATE LAW NOTICES THAT MAY BE ATTACHED TO AND/OR PROVIDED WITH THIS HANDBOOK. I ALSO UNDERSTAND THE HANDBOOK IS NOT AN EMPLOYMENT CONTRACT, AND I KNOW THAT MY EMPLOYMENT IS “AT WILL” AS DEFINED ABOVE.**

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

\_\_\_\_\_  
Employee Name (please print)

\_\_\_\_\_  
Date

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## **EEO AND NON-DISCRIMINATION AND NON-HARASSMENT POLICIES**

### **Equal Employment**

The Company bases all employment decisions, including selection of employees and the job advancement of employees, on an individual's qualifications, aptitude, and experience for the position, as well as satisfactory references. The Company does not discriminate with respect to terms and conditions of employment on the basis of a person's race, creed, color, religion, age, migrant status, sex, sexual orientation, gender, gender identity or expression, genetic information, national origin, political opinion, caste, marital or family status, uniform service, veteran status, protected disability (including pregnancy), and any other category protected under federal, state, or local law. This policy of equal employment opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, and all other terms and conditions of employment.

### **Accommodating Employees with Disabilities**

The Company complies with the Americans with Disabilities Act (ADA) and applicable state and local laws in ensuring equal opportunity and employment for qualified persons with disabilities. All employment practices, terms, and conditions of employment and privileges of employment are conducted on a non-discriminatory basis.

An employee needing reasonable accommodation should inform his or her Manager. On receipt of an accommodation request, the Company will engage in an interactive process with the employee to view possible reasonable accommodation options consistent with the ADA. Reasonable accommodations which do not result in an undue hardship on the operation of the Company will be considered for all employees with physical or mental disabilities where their disabilities affect their ability to perform the essential functions of their job. All employment decisions are based on the merits of the situation in accordance with applicable job criteria, not the disability of any individual.

An employee who has questions regarding this policy or believes that he/she has been discriminated against based on a disability should notify his/her supervisor, Management, Owner, or Human Resources. All such inquiries will be treated as confidentially as possible without impeding the investigation process.

### **Reasonable Accommodations for Disabilities Due to Pregnancy**

If an employee has a disability caused or contributed to by pregnancy or childbirth and the employee requests a reasonable accommodation, the Company will explore options with the employee regarding providing the requested reasonable accommodation. Please note that the Company has no obligation to provide a requested reasonable accommodation if it would impose an undue hardship on the Company. If you have a disability caused or contributed to by pregnancy or childbirth and you request a transfer to a less strenuous or less hazardous position, we will provide you with a transfer for the duration of your pregnancy to the same extent that we provide such transfers to employees with other temporary disabilities. Employees with disabilities caused or contributed to by pregnancy or childbirth, like employees with other disabilities, must provide certification from a health care provider regarding the medical advisability of any requested accommodation. If you have any questions regarding this policy, please contact your supervisor,

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### 3. EEO Non-Discrimination and Non-Harassment Policy - DSP

Management, Owner, or Human Resources. The Company will comply with any applicable state or local pregnancy accommodation law.

#### **Religious Accommodations**

The Company complies with Title VII of the Civil Rights Act of 1964 in ensuring equal opportunity in employment regardless of an employee's religious beliefs. If an employee needs a reasonable accommodation due to a work requirement or restriction that interferes with a sincerely held religious belief, the employee should contact his/her supervisor, Management, Owner, or Human Resources. Upon receipt of an accommodation request, the Company will review reasonable accommodation options and will consider accommodations for employees with sincerely held religious beliefs that do not create an undue hardship on the Company. Any employee who has questions regarding this policy should contact his/her supervisor, Management, Owner, or Human Resources.

#### **Non-Harassment Policy**

Pursuant to federal law and applicable state law, it is the policy of the Company that all employees shall have the opportunity to work in an atmosphere and environment free from any form of harassment or retaliation on the basis of any protected category, including, but not necessarily limited to, race, creed, color, religion, age, migrant status, sex, sexual orientation, gender, gender identity or expression, national origin, political opinion, caste, marital or family status, uniform service, veteran status, or protected disability (including pregnancy). In keeping with that policy, the Company will not tolerate harassment of any kind by or of any employees or applicants for employment.

"Harassment" is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, creed, color, religion, age, migrant status, sex, sexual orientation, gender, gender identity or expression, national origin, political opinion, caste, marital or family status, uniform service, veteran status, or protected disability (including pregnancy), or that of his or her relatives, friends, or employees, and that:

1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Has the purpose or effect of unreasonably interfering with an individual's work performance.
3. Otherwise adversely affects an individual's employment opportunities.

Examples of harassing conduct can include, but are not limited to, the following:

1. Use of epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to race, creed, color, religion, age, migrant status, sex, sexual orientation, gender, gender identity or expression, national origin, political opinion, caste, marital or family status, uniform service, veteran status, or protected disability (including pregnancy); and
2. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, creed, color, religion, age, migrant status, sex, sexual orientation, gender, gender identity or expression, national origin, political opinion, caste, marital or family status, uniform service, veteran status, or protected disability (including pregnancy),

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and that is placed on walls, bulletin boards, or elsewhere on Company premises, or circulated in the workplace.

3. Verbal or nonverbal innuendoes that relate to or reflect negatively upon someone because of their race, creed, color, religion, age, migrant status, sex, sexual orientation, gender, gender identity or expression, national origin, political opinion, caste, marital or family status, uniform service, veteran status, or protected disability (including pregnancy).

Similarly, sexual harassment involves:

1. Making as a condition of employment unwelcome sexual advances, requests for sexual favors, or other offensive verbal or physical conduct directed toward an individual because of his or her sex.
2. Making submission to or rejection of such conduct the basis for employment decisions.
3. Creating an intimidating, offensive, or hostile work environment by such conduct.

Conduct which could rise to the level of sexual harassment can include, but is not limited to:

1. Verbal: sexual innuendo, suggestive comments, insults, threats, jokes about gender-specific traits, or sexual propositions.
2. Nonverbal: making suggestive or insulting noises, leering, whistling, or making obscene gestures.
3. Physical: touching, pinching, brushing the body, coercing sexual intercourse, or assault.

Such forms of harassment or retaliation may constitute discrimination under various state and federal laws and will not be tolerated by the Company. Any employee who is found to have engaged in such conduct will receive disciplinary action up to and including termination, depending upon the circumstances.

Any employee who feels that he or she has suffered any form of discrimination, harassment, or retaliation by anyone must immediately report the alleged conduct to his or her supervisor, Management, Owner, or Human Resources so that an investigation of the complaint can be undertaken. If your complaint concerns your supervisor, you should immediately report any concerns to Management, Owner, or Human Resources. Employees may also report any violation of this policy through the Drive Hotline at 1-877-781-2416. Any employee who observes conduct by another employee that he or she believes to be harassing, retaliatory, or discriminatory must report such conduct as outlined above.

Reports will be treated confidential to the extent possible, without impeding the ability of the Company to conduct a discrete and thorough investigation. A Representative of Management, Human Resources, or Owner will notify the complaining party of the outcome of the investigation. Any person employed by the Company who is found to have violated this policy will be subject to appropriate disciplinary action up to and including termination of employment. Further, any employee who engages in conduct that violates this policy, or whose conduct would violate this policy if allowed to continue, is subject to disciplinary action, up to and including termination of employment. Retaliation or discrimination against an employee for reporting harassment or complaining about harassment is prohibited. Such misconduct will result in disciplinary action

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up to and including termination of employment. Any employee who knowingly makes a false report of harassment or discrimination will be subject to disciplinary action up to and including termination of employment.

We trust that all employees will act in a responsible and professional manner to establish a pleasant working environment free of discrimination and harassment.

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#### 4. Open Door Policy - DSP

### **OPEN DOOR POLICY**

The Company is committed to maintaining a good working relationship with its employees. However, in any work environment there will be occasions when problems and complaints arise. It is important that these problems and complaints be discussed so that a resolution can be reached. Most problems can be solved; but if they are not freely discussed, they can become more serious. Therefore, it is the responsibility of everyone to help maintain a good working atmosphere.

We have adopted the following procedure for handling suggestions, problems, and complaints:

1. Any employee who has a suggestion, problem, or complaint should discuss the matter with their supervisor.
2. If the suggestion, problem, or complaint is not satisfactorily resolved by the immediate supervisor, or the problem or concern involves the employee's supervisor, the employee may discuss it with a member of Management, Human Resources, or Owner.
3. Employees may also call the Drive Hotline at 1-877-781-2416.

*Employees may bring issues to Management, Human Resources, or Owner at any time.*

When you use this Open Door Policy, you will receive an answer promptly. While the Company may not be able to provide the solution that you desire, we will listen to your concerns and have frank and open communication with you regarding any issue you feel needs to be brought to Management's attention.

Employees are encouraged to use the above procedures.

## **TIME KEEPING AND PAY POLICY**

### **Overtime**

Overtime shall be paid to non-exempt employees at the rate of 1½ times the non-exempt employees' regular rate of pay for all compensable work performed in excess of 40 hours during a workweek, or as otherwise required under applicable state law. Non-exempt employees must have advance authorization from their supervisor before working any overtime. Employees who work unauthorized overtime will be paid for such time worked; however, working overtime that has not been approved in advance is a violation of Company policy and will result in disciplinary action, up to and including termination of employment.

Certain positions at the Company have been designated as exempt under the Fair Labor Standards Act (FLSA). The Company prohibits deductions from an exempt employees' salary except as allowed by the FLSA. If an employee is aware of improper deductions from his/her salary, this violation should be reported immediately to their supervisor. All reported or suspected improper deductions from an exempt employees' pay will be promptly and thoroughly investigated. If the Company determines that improper deductions were made from an exempt employee's salary, the Company will promptly reimburse the employee the amounts improperly deducted. The Company also will ensure that improper deductions from pay do not occur in the future.

### **Recording Time Worked**

Each non-exempt employee is required to be on his/her job at the commencement of his/her work schedule and is not authorized to leave his/her job until his/her supervisor gives him/her permission to leave the job or at the end of his/her schedule.

Under no circumstances should an employee record another employee's time. Such an offense will be grounds for immediate disciplinary action, up to and including termination of employment. Non-exempt employees are required to accurately record all hours worked. Non-exempt employees are prohibited from working "off-the-clock." Any non-exempt employee who is asked to work "off-the-clock" by a manager must report the incident to the Owner or Human Resources so that a proper investigation can be conducted.

Non-exempt employees must record all time worked electronically using the ADP or Paycom time recording system.



## 5. Time Keeping and Pay Policy - DSP

### **Employment Categories and Classifications**

These employment categories and classifications are designed to allow employees to understand their employment status and their eligibility for corresponding benefits. All employment remains “at-will,” however, and these classifications do not alter that status or guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will, at any time, for any reason, with or without notice, is retained by both the employee and the Company.

Full-time employees are those who are regularly scheduled to work (typically **40 hours per workweek**) and who are not temporary employees. Generally, they are eligible for the Company’s benefits package, subject to the terms, conditions, and limitations of each benefit program.

Part-time employees are those who are regularly scheduled to work less than **40 hours per workweek** and who are not temporary employees. Part-time employees receive all legally mandated benefits such as social security and workers’ compensation insurance. Part-time employees may not qualify for all benefits offered by the Company depending on the number of hours worked per week.

Temporary employees are those who are working on a short-term basis to perform a particular project and will remain employed until that project is completed. Temporary employees are ineligible for most of the Company’s benefits programs.

### **Bonuses**

Employees may be eligible to receive a bonus at the complete and sole discretion of the Company. Specifically, the Company reserves complete and sole discretion to determine whether any bonuses will be paid, and if so, to set any eligibility criteria, the amount of bonuses (if any), and the timing of bonus payments (if any).

### **Attendance and Punctuality Policy**

Punctual and regular attendance is an essential responsibility of each employee at the Company. Occurrences such as late arrival, early departure, or failure to report to work as scheduled are disruptive and should be avoided. Employees may not start or stop work or prepare to leave work before the specified time, and employees may not leave Company premises before the end of the scheduled workday without approval from their supervisor. Employees should not be on Company premises unless authorized. The Company reserves the right to use its discretion in applying and interpreting this policy under special or unique circumstances or as required by applicable law.

PTO must be scheduled with an employee’s supervisor in advance. Certain types of leave may be used in the case of emergency or sudden illness without prior scheduling with approval from Human Resources. Patterns of absenteeism or tardiness may result in discipline up to and including termination. PTO and other leaves of absence as well as illnesses or injuries that qualify under the Family and Medical Leave Act (FMLA), applicable paid sick leave laws, or the Americans with Disabilities Act (ADA) are not counted against an employee’s attendance record. Absences protected under federal or state law will not result in a point occurrence. Any occurrence of late arrival, early departure, or failure to report to work should be recorded and will be considered a point

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“occurrence” for the purpose of this policy. Similarly, any employee that fails to follow the call-in procedures may receive a point occurrence even if the absence is excused.

**Tardy:** A tardy arrival or early departure from work is considered an occurrence.

**Excused Absences:** If an employee provides at least 1 hour notice to their manager of an absence prior to the scheduled work time, the absence may be excused if the manager considers it justifiable and for an approved reason. Excused absences will still be considered in determining excessive absences. Excused absences do not, however, count as a point occurrence. If an employee has available PTO, such PTO time must be used before an absence can be unpaid.

**Unexcused Absences:** If an employee is absent without prior notice to his/her manager or without having provided at least 1 hour notice to his/her manager prior to the scheduled starting time, the absence may be considered an unexcused absence and recorded on the attendance record. If the reason for the absence is not for an approved reason, then the absence may be unexcused. If, upon return to work, an employee offers satisfactory proof that the unexcused absence was justifiable, the manager may then change the employee’s record accordingly.

An occurrence is equal to 1 point.

Occurrences are counted in a rolling 6-month period. Coaching sessions are held when occurrences are excessive to ensure the employee is aware of his/her current attendance standing and the attendance policy and consequences of violation.

Excessive occurrences (absences and tardiness, whether excused or unexcused) may subject an employee to discipline, including immediate termination of employment. Nothing in this policy changes the employment at-will relationship. Any employee who has a pattern of poor attendance may be subject to disciplinary action, including termination of employment, even if the individual does not have 10 point occurrences during a 6-month period as set forth below.

As a general rule, the Company follows the below guidelines with regard to point occurrences (though the Company retains the discretion to take any disciplinary action it deems necessary under the circumstances):

- Any employee who has 4 point occurrences during any 6-month period may receive a coaching session.
- An employee who has 7 point occurrences during any 6-month period may receive a final coaching session.
- If an employee has a total of 10 point occurrences during any 6-month period (whether they have received coaching or not), then the employee may be terminated for excessive occurrences (unless prohibited by law).

### No-Call/No-Show

Not reporting to work and not calling to report an absence is a no-call/no-show and is a serious matter, creating increased burden on the team and impacting the business. These absences are considered unexcused. Two such unexcused absences within a 6-month period can subject

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an employee to immediate termination of employment.

Any employee absent for 2 consecutive days without notifying his/her manager will be considered to have abandoned his/her position and to have involuntarily terminated employment.

Nothing in this policy alters an employee's at-will relationship with the Company or guarantees that the employee will receive a certain number of occurrences prior to termination. Management reserves the right to terminate the employment of any employee who shows a pattern of poor attendance or fails to follow the proper call-in procedures.

### **Call-In Procedures**

Employees are expected to use the following call-in procedures when an employee will be unable to make his/her scheduled shift or will have to report to work late. Employees are required to call their immediate supervisor as soon as practicable, but no later than 1 hour before the employee's shift is scheduled to begin. Employees should attempt to contact their supervisor directly. If the employee is unable to reach his/her supervisor, the employee may leave a voicemail for the supervisor but should follow-up until he/she has actually spoken to the supervisor. Failure to follow the appropriate call-in procedures may lead to disciplinary action. Failure to report to work for 2 consecutive days will be considered job abandonment and the employee's employment will be terminated.

### **Meal and Rest Breaks**

Meal and rest breaks will be provided in accordance with applicable law. For information regarding meal and rest breaks, please see your supervisor. The Company complies with all applicable state meal and rest break laws.

For every employee working a scheduled shift of 8 hours or longer, the employee will receive 2 paid 15-minute rest breaks and an unpaid and uninterrupted meal break of at least 30 minutes. This applies in all states, including in states that do not require meal and rest breaks. Meal and rest breaks will be longer in duration if required under applicable state or local law. The timing of rest and meal breaks will be dictated by applicable state or local law. Employees must be provided a 30-minute meal break in the follow states:

- New Hampshire and North Dakota, if working a shift 5 hours or longer.
- Maine and Massachusetts, if working a shift 6 hours or longer.
- Connecticut and Illinois, if working a shift 7.5 hours or longer.

The timing of rest and meal breaks will be dictated by applicable state or local law.

**Example:** An employee working in New Hampshire clocks-in and starts working at 8:00 a.m. The meal period must start no later than 1:00 p.m.

The meal period for employees working in all other states must start no later than 5½ hours into an employee's shift.

**Example:** An employee working in Florida clocks in and starts working at 8:00 a.m. The meal period must start no later than 1:30 p.m.

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If state or local law does not require that breaks be taken at any particular time during the shift, then one rest break should be taken before the meal break and one rest break should be taken after the meal break. Rest breaks cannot be combined with each other or with the meal break.

Rest breaks are paid breaks. Meal breaks are unpaid if the break lasts 30 minutes in duration and the employee performs no compensable work during the meal break. Nonexempt employees provided unpaid meal breaks are required to record the starting and ending time of all meal breaks in the electronic timekeeping system (ADP or Paycom). A nonexempt employee should immediately inform his/her supervisor, Management, Owner, or Human Resources if his/her meal break is interrupted.

For FMCSA covered employees subject to FMCSA hours of service regulations, the following meal and rest break rules apply: May drive only if 8 hours or less have passed since end of driver's last off-duty or sleeper berth period of at least 30 minutes.

## 6. Uniform Policy - DSP

### **UNIFORM POLICY**

Drivers are required to wear Company issued uniforms while working. Employees are required to be properly dressed and to present themselves in a neat and clean appearance while on duty. Uniforms will be provided by the Company. In the event a uniform needs replacing due to normal wear and tear, the employee must return the current uniform to receive a replacement uniform in exchange for a new uniform. Normal wear and tear is expected but employees should refrain from intentionally damaging Company uniforms.

Drivers who terminate employment must return their uniform, and any other Company property, at the time of termination. Uniforms are Company property and the failure to return uniforms at termination will be deemed to constitute theft of Company property for which the driver may be prosecuted.

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## **VIOLENCE IN THE WORKPLACE POLICY**

It is Company policy to maintain a work environment that is safe for employees, clients, and the general public, and which provides efficient and stable working conditions. The Company policy hereby prohibits certain types of conduct at the worksite or outside of the workplace directed at other employees, customers, or others. Engaging in prohibited behaviors may result in disciplinary action including immediate termination of employment. The Company has a zero tolerance policy for workplace violence.

Such prohibited behaviors include, but are not limited to:

- Carrying/possessing a weapon or items that can be perceived as weapons on Company property
- Carrying a concealed weapon
- Carrying/possessing explosives and/or explosive devices on Company property
- Threatening and/or attempting to cause, or causing physical harm to employees and others
- Maliciously harassing or threatening telephone calls, e-mails, texts, or notes
- Maliciously harassing surveillance or stalking
- Threatening and/or attempting to cause, or causing physical harm or sabotage to Company or customer property
- Threatening and/or attempting to cause, or causing harm to other employees

When threats and/or attempts to harm another individual or customer or customer's property are discovered, Management will take appropriate disciplinary action, up to and including termination of employment. The Company also will use any legal means available to prevent violence in the workplace. Employees discharged for violation of this policy will not be eligible for rehire.

Employees should bring any threats of violence or any violent activity to the attention of their supervisor, Management, Owner, or Human Resources. The Company will not retaliate against any employee for alerting the Company to the potential for any violence or threatened violence in the workplace.

Employees are not permitted to carry (either openly or in a concealed manner) any firearms while on the Company's premises or property, while in Company vehicles, or while acting as a Company representative at any work-related activities, meetings, or functions. This prohibition against the possession or carrying of firearms applies even if the employee is licensed to carry a handgun under state law. Employees licensed to carry a handgun, or who otherwise lawfully possess a firearm, are permitted to transport and store in a safe and discrete manner a lawfully possessed firearm and/or ammunition in his or her locked, privately-owned vehicle while the vehicle is in the Company parking lot, garage, or other parking area provided by the Company for employees. This policy is intended to comply with all applicable state laws concerning employee rights to possess and carry firearms and shall be interpreted and enforced accordingly.

Under no circumstances may an employee remove a concealed firearm from a personal vehicle on Company property. Employees who are driving a personal vehicle or Company vehicle to deliver Amazon packages are strictly prohibited from having a firearm or any other weapon in the car while delivering packages on behalf of Amazon.

Any employee who carries a firearm onto the Company's premises will be considered to be committing a trespass and the proper authorities may be notified.

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## 7. Violence in the Workplace Policy - All Companies

Any violation of this policy may lead to discipline up to and including termination of employment.

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## **WORKPLACE SAFETY, SAFE DRIVING, AND ACCIDENT/INCIDENT REPORTING POLICIES**

### **Delivery Station Safety Standards**

While on Amazon property, employees must meet the following safety requirements:

- At all times wear a reflective safety vest and display their Amazon issued identification badge;
- Never wear headphones;
- Use proper bending and lifting technique when loading heaving packages; and
- When operating motor vehicles:
  - Have the hazard lights (“flashers”) turned on;
  - Do not exceed 5 miles per hour;
  - Honk the horn to alert bystanders when entering or exiting the Amazon facility or while accelerating from a stopped position within the facility;
  - Never leave a vehicle “idling” within the facility;
  - Always use a spotter when operating a vehicle in reverse; and
  - Always follow locally posted safety instructions.

Any employee with questions regarding these safety standards should contact his/her supervisor, Management, or Owner. Any employee that witnesses a safety concern or unsafe working condition in an Amazon facility should immediately notify his/her supervisor, Management, or an onsite Amazon manager.

### **On-The-Job Injury**

Any injury or illness, no matter how minor suffered in the course of employment, must be reported immediately to your supervisor. You will receive prompt, appropriate treatment for your condition. If the injury or illness qualifies under applicable state workers' compensation law, the Company will pay the medical costs. If time is lost from work, compensation also will be in accordance with applicable state workers' compensation laws. The cost of this benefit is borne entirely by the Company. Failure to adequately report on-the-job injuries may impact an employee's entitlement to benefits under applicable state workers' compensation laws.

### **On-Road Safety Standards**

Employees are required to abide by the following safety and compliance requirements:

- Drivers should comply with all applicable laws pertaining to motor vehicle operation, health, and safety (including with respect to speed, seatbelts, and distracted driving);
- Immediately notify your supervisor or Management (who will notify Amazon) in the event of a significant safety incident or any other sensitive incidents that may impact customer trust of your company or Amazon, including any incidents involving any fatalities, injuries, damage to vehicles resulting in the need of a tow, assault, robbery, vehicle/package theft, physical or verbal threats, harassment, dog bites, trailing or following, and property damage; and
- Notify your supervisor or Management (who will notify Amazon's Dangerous Goods Compliance department) promptly after becoming aware of any (a) injury to persons, property damage, environmental damage, fire, breakage, spillage, leakage, or any other accident or incident involving any product defined, designated, or classified as hazardous material, hazardous

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## 8. Workplace Safety Policy - All Companies

substance, or dangerous good (including limited and excepted quantities, consumer commodity, ORM-D, lithium batteries, and radioactive and magnetic materials) under any applicable law and transported by your company under the Program Agreement (collectively, "Hazardous Materials"), (b) event or circumstance involving Hazardous Materials that violates or is reasonably likely to violate any applicable law, rule, or regulation, or (c) investigation of any shipment containing Hazardous Materials by any governmental agency or authority.

Employees are expected to abide by all federal, state, and local driving laws. In the event the accident is subject to DOT/FMCSA regulations, the Company will maintain an accident register for 3 years after the date of each accident. The accident register will contain accidents meeting the definition in 49 CFR Part 390.15. In the event an accident is subject to OSHA regulation, the Company will report the incident to OSHA if it results in the employee's fatality, amputation, loss of an eye, or in-patient hospitalization.

### **Use of Cell Phones/Other Electronic Devices While Driving**

This policy provides standards for safe use of cell phones and other electronic communication devices (mobile phones and other handheld devices) by employees when operating Company vehicles, leased or rented vehicles, or personal vehicles while conducting Company business. Employees must adhere to all federal, state, and local rules and regulations regarding the use of cell phones and other handheld electronic devices when driving on Company time, for Company purposes, and/or within a Company vehicle. Employees must not use cell phones or other handheld electronic devices if such conduct is prohibited by state or local law. Please check with your supervisor, Management, Owner, or Human Resources if you are unsure as to whether cell phones or other handheld electronic devices may be used in your particular state.

Employees should not use handheld cell phones or other handheld electronic devices for any purpose when driving on Company time, for Company purposes, and/or within a Company vehicle. If an employee needs to make or receive a call while driving, the employee should make or receive the call only after parking in a lawfully designated area. If an employee has a hands-free device that allows the employee to talk on a cell phone or other electronic device, the employee may make and receive calls using the hands-free device, but such calls should be limited to 5 minutes or less. Employees are strictly prohibited from texting, e-mailing, surfing the internet, or otherwise using any other electronic communication device while driving on Company time, for Company purposes, and/or within a Company vehicle. Employees are further prohibited from taking notes or writing when talking on a cell phone while operating a Company vehicle or private vehicle while conducting Company business.

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## **RULES OF CONDUCT AND DISCIPLINE**

It is Company policy to expect all employees to abide by certain work rules of general conduct and performance at all times. Managers are expected to monitor and enforce these work rules on a consistent basis. Employees are subject to disciplinary action for any of the offenses listed below and for failing to perform their job duties in a satisfactory manner.

It is not possible to list all forms of behavior that are considered unacceptable in the workplace; however, conduct deemed to be unacceptable behavior may result in disciplinary action up to and including termination of employment. Management, in its sole discretion, reserves the right to determine when an employee's behavior is unacceptable and when and what disciplinary action is necessary under a given circumstance. Similarly, employees may be subject to discipline for poor performance and violation of other policies and procedures. The type of disciplinary action that may be imposed may vary depending on the facts and circumstances surrounding each case. Violations of any Company policy or procedure may lead to disciplinary action up to and including termination of employment.

The type of disciplinary action that may be imposed may range from verbal warning, to written warning, to suspension, and/or termination of employment. Nothing in this policy creates an obligation to follow any particular disciplinary procedure. Management retains the right and absolute discretion to discipline employees based on the facts of each case. Management may skip certain disciplinary steps or repeat certain disciplinary steps depending on particular facts of each situation.

### **Prohibited Conduct**

- Falsification of employment, personnel, or other records. This includes, but is not limited to, applications, all reports, time records, and statements under the responsibility of the employee
- Disclosing Confidential Information to outsiders as defined in the Company's Confidentiality and Non-Disclosure Agreement
- Stealing customer packages or intentional mishandling of customer packages
- Entering the homes of any Amazon customer
- Gambling or fighting on Company property or otherwise engaging in Workplace Violence
- Unethical conduct or conduct that creates a conflict of interest
- Stealing the Company's property, a client's or customer's property, or the property of any employee; or misappropriation of Company property or the property of other employees or client partners
- Reporting to work under the influence of alcohol or illegal drugs; possession, sale, or use of marijuana or illegal drugs or chemicals or consumption of alcohol while working on Company business

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## 9. Rules of Conduct and Discipline Policy - All Companies

- Using the Amazon account (“log-in”) of another individual or disclosing their account information to a third party
- Gross negligence or willful acts in the performance of duties resulting in damage to Company property or injury to others
- Insubordination
- Violation of the Company’s equal opportunity or harassment policies
- Serious safety violation
- Failing to perform assigned work (including overtime) or to comply with work/safety rules
- Violating Company policies
- Misuse of Company electronic equipment
- Use of threatening or violent behavior
- Failing to report personal injury resulting from an on-the-job work situation
- Excessive absenteeism or tardiness
- Two consecutive days of absenteeism without notice
- Failing to properly scan packages for delivery
- Mishandling customer packages
- Unsafe driving

Management reserves the right to take any form of disciplinary action at any time. While the circumstances of a particular case may result in employment termination for a first offense, other cases may result in other forms of disciplinary action. This policy in no way implies any kind of contract or obligation to follow any particular disciplinary procedure. This policy does not alter the employment at-will relationship.

Employees are expected to be professional at all times in their dealing with customers and the general public. Employees must protect and respect customer expectations, packages, and property. Employees should report to their Manager any interaction, incident, or occurrence that could affect customer satisfaction or the overall Amazon experience. Employees are also required to immediately report any vehicle accident that results in property damage, bodily injury, or a fatality.

Upon termination of employment, employees will receive their final pay check in accordance with applicable state and local law.

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## 10. No Solicitation Policy - All Companies

### **NO SOLICITATION**

Non-employees are prohibited from soliciting or distributing literature on Company property or Amazon property.

Solicitation by employees is prohibited when the person soliciting or the person being solicited is on working time. "Working time" is the time employees are expected to be working and does not include rest, meal, or other authorized breaks.

Distribution of literature by employees is prohibited when the person distributing literature or the person to whom literature is being distributed is on working time, as defined above.

Distribution of literature by employees is prohibited in working areas at all times.

## **SOCIAL MEDIA POLICY**

At the Company, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To help you make responsible decisions about your use of social media, we established these guidelines for appropriate use of social media.

### **Guidelines**

In the rapidly expanding world of electronic communication, social media can mean many things. 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 website, and/or web bulletin board or chat room, whether or not associated or affiliated with the Company. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees, or otherwise adversely affects customers, suppliers, people who work on behalf of the Company, or the Company's legitimate business interests may result in disciplinary action, up to and including termination of employment.

### **Know and Follow the Rules**

Your postings must not violate any of the Company's applicable policies including our Rules of Conduct Policy, and EEO, Non-Discrimination and Non-Harassment Policy. Carefully read these guidelines and ensure your postings are consistent with these policies. Specifically:

- Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated.
- Maintain the confidentiality of the Company, its clients', and its customers' trade secrets and private or confidential business information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, data, policies, procedures, recordings of internal meetings, or other internal business-related confidential communications of the Company, its clients, or its customers.
- Violation of this Social Media Policy may subject you to disciplinary action, up to and including termination of employment.

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## 11. Social Media Policy - All Companies

### **Be Respectful**

Always be fair and courteous to fellow employees, customers, team members, suppliers, or other people who work on behalf of the Company. Avoid postings on social media that are maliciously false. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that disparage customers, members, employees, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or Company policy.

### **Respect Laws and Intellectual Property**

The Company does not condone the use of social media for any illegal purpose. Respect copyright, trademark, and all other laws. Posting other people's materials without their permission – such as videos, photographs, articles, or music – may violate such laws. Employees may not create any materials that incorporate the Company's logos or its customers' logos, other than as expressly approved by the Company in writing.

### **Do Not Make Representations on Behalf of the Company Absent Express Permission**

The Company respects the rights of its employees to express themselves through social media on matters of interest to themselves and the general public. However, in order to avoid implication that anything you post represents the views of the Company itself, we maintain the following requirements:

- Employees should not speak to the media on the Company's behalf – or on behalf of any clients or customers – without contacting Management, Owner, or Human Resources. All media inquiries should be directed to the Owner.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company or its clients and customers. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, customers, or suppliers. If you do publish a blog or post online related to the work you do or subjects associated with the Company (including but not limited to linking to a Company or customer website), make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Company."

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## 11. Social Media Policy - All Companies

### **Using Social Media at Work**

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the Company Equipment Policy. Do not use the Company e-mail addresses to register on social networks, blogs, or other online tools utilized for personal use.

### **Retaliation Is Prohibited**

The Company prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination of employment.

### **For More Information**

If you have questions or need further guidance, please contact Management, Owner, or Human Resources.

## **FAMILY MEDICAL LEAVE ACT POLICY**

Under the Family and Medical Leave Act of 1993, as amended (FMLA), employees may be eligible for a period of job-protected unpaid leave for certain family and medical reasons as described below. This Family Medical Leave Act Policy (“Policy”) provides an overview of employees’ rights and responsibilities under the FMLA, as well as the Company’s own policies regarding FMLA Leave. The Company has posted notices of the FMLA at all Company facilities. The information in those posters is incorporated into this policy by reference.

### **General Eligibility**

To be eligible for FMLA Leave under this Policy, an employee must have worked at the Company for at least 12 months and must have worked at least 1,250 hours during the 12-month period prior to the commencement date of any leave requested under this Policy. Eligibility will be determined as of the date the FMLA leave commences. Employees who work at a site at which fewer than 50 employees are employed within a 75-mile radius are not eligible for leave under this Policy. When a request for FMLA is made, the Company will advise of the employee’s eligibility and the employee’s rights and responsibilities.

### **Types and Duration of FMLA Leave**

#### **A. Bonding Leave; Serious Health Condition Leave; Leave to Care for a Family Member with a Serious Health Condition; Active Duty Leave**

An eligible employee may take up to 12 weeks of unpaid leave during a rolling 12-month period (measured backward from the date an employee uses FMLA leave) for the following reasons:

1. the birth of the employee’s child and to bond with the child; or for placement through adoption or foster care and to bond with the newly placed child. Such leave must be concluded no later than 12 months after the birth or placement of the child with the employee;
2. to care for an immediate family member (spouse, child under 18 years of age, child over the age of 18 who is incapable of self-care because of a disability, or parent) with a serious health condition;
3. because of a serious health condition which renders the employee unable to perform the functions of his/her job; or
4. because of any qualifying exigency arising out of the fact that an employee’s spouse, son (of any age), daughter (of any age), or parent, who is serving in any branch of the US military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country (“Active Duty Leave”).

#### **B. Military Caregiver Leave**

An employee also may be eligible for Military Caregiver Leave to care for a spouse, son (of any age), daughter (of any age), parent, or next of kin who is: (1) a current member of the Armed Forces, including the National Guard or Reserves, and 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

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## 12. Family and Medical Leave Act Policy - All Companies

or illness, which is incurred in the line of duty (or for a pre-existing injury or illness which is aggravated in the line of duty) and that renders the service member medically unfit to perform the duties of his or her office, grade, rank, or rating; or (2) a veteran who was a member of any branch of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness that occurred in the line of duty (or for a pre-existing injury or illness which was aggravated in the line of duty) at any time within 5 years preceding the treatment, recuperation or therapy. A covered veteran incurs a serious illness or injury for purposes of this paragraph when one of the following occurs:

1. The injury or illness makes him or her medically unfit to perform the duties of his or her office, grade, rank, or rating.
2. It causes the service member to have a VA Service Disability Rating that is at 50% or greater.
3. It is a mental or physical condition that substantially impairs his or her ability to obtain gainful employment.
4. The VA enrolls the employee in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

Eligible employees are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible employee takes Military Caregiver Leave (as long as it is within 5 years of the covered service member's active duty) and ends 12 months after that date. Military Caregiver Leave applies on a per-covered service member, per-injury basis, so that an employee may be eligible to take more than one 26-week period of Military Caregiver Leave, but no more than 26 weeks of leave may be taken during any one 12-month period.

An eligible employee is entitled to a combined total of 26 workweeks of leave for all FMLA qualifying reasons during the single 12-month period described above. For example, if an employee takes 10 weeks of FMLA leave due to his/her own serious health condition, the employee may take only 16 weeks of Military Caregiver Leave during that same 12-month period.

### **Definitions**

- A. A "serious health condition" as referred to above means an illness, injury, impairment, or physical or mental condition that involves:
  1. in-patient care (*i.e.*, an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care);
  2. a period of incapacity of more than 3 consecutive, full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves (i) treatment 2 or more times by a health care provider or under the supervision of a health care provider, the first being within 7 days of the onset of the incapacity and the second being within 30 days of the start of the incapacity, or (ii) treatment by a health care provider on at least one occasion within 7 days of the start of the incapacity, which results in a regimen of continuing treatment under the supervision of a health care provider;
  3. any period of incapacity or treatment due to pregnancy, or for prenatal care;

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## 12. Family and Medical Leave Act Policy - All Companies

4. any period of incapacity or treatment due to a chronic serious health condition requiring periodic visits at least twice a year for treatment by a health care provider;
  5. a period of incapacity or treatment which is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
  6. any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than 3 consecutive calendar days in the absence of medical intervention or treatment.
- B. A “qualifying exigency” referenced above under “Active Duty Leave” refers to the following circumstances:
1. Short-notice deployment: to address issues arising when the notification of a call or order to active duty is 7 days or less;
  2. Military events and related activities: to attend official military events or family assistance programs or briefings;
  3. Childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward, or stepchild of a covered military member;
  4. Care of the covered military member’s parent if the parent is incapable of self-care;
  5. Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member;
  6. Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member;
  7. Rest and recuperation: to spend up to 15 calendar days for each period in which a covered military member is on a short-term rest leave during a period of deployment; or
  8. Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member’s active duty terminates or to address issues arising from the death of a covered military member while on active duty.

### **When Spouses Work Together**

If both spouses are employed by the Company and are eligible for leave under this policy, they are eligible for a combined total of 12 weeks of leave within the applicable 12-month period when the leave is due to the birth or placement of a child or to care for a parent who has a serious health condition, or a combined total of 26 weeks within the applicable 12-month period when the leave is due to the birth or placement of a child or to care for a parent who has a serious health condition and for Military Caregiver Leave. (However, in no event shall the spouses take more than a combined total of 12 weeks of leave within the applicable 12-month period for the birth or placement of a child or to care for a parent who has a serious health condition).

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## 12. Family and Medical Leave Act Policy - All Companies

### **Notice of Need for FMLA Leave**

An employee who wants to take FMLA must follow normal call-in policies and notify the person an employee would normally notify for an absence. Failure to adhere to normal Company call-in procedures can result in discipline, as with any other type of leave.

If FMLA applies or is believed to possibly apply, the employee will be required, thereafter, to contact their supervisor, Management, Owner, or Human Resources to complete a request for leave. The employee will be required to fill out prescribed forms requesting leave.

To avoid a delay in FMLA protection, the employee must give notice as soon as possible and practicable under the circumstances of enough facts to advise the person receiving the call that FMLA may apply. Employees are always required to give notice as soon as practicable and possible, but, except for instances of active duty leave, an employee is not required to provide more than 30 days of advance notice.

If an employee fails to give the required notice with no reasonable excuse, FMLA coverage may be delayed for a period of time. This can result in discipline for absences taken prior to FMLA coverage commencing.

Employees should make every reasonable effort to schedule foreseeable medical treatments so as not to disrupt the ongoing operations of the Company.

### **Substitution of Paid Leave for Unpaid FMLA Leave**

Employees must concurrently exhaust any short-term disability benefits, workers' compensation benefits, accrued vacation time, or any other form of applicable paid leave while on FMLA leave. All substituted paid leave that is being concurrently exhausted will be counted against an eligible employee's FMLA leave entitlement.

### **Intermittent FMLA Leave**

Intermittent or reduced schedule leave is leave at varying times for the same qualifying condition. Intermittent leave or reduced schedule leave may be available if the need for leave is due to an employee's serious health condition or an employee's immediate family member's serious health condition and when the need for intermittent or reduced schedule leave is certified by a health care provider. Intermittent or reduced schedule leave is not available for the birth or placement of a child for adoption or foster care, unless the Company agrees. Military Caregiver Leave may be taken intermittently or on a reduced leave schedule when medically necessary. Active Duty Leave may also be taken on an intermittent or reduced leave schedule.

Employees who take foreseeable intermittent or reduced schedule leave must attempt to schedule their intermittent or reduced schedule leaves so as not to disrupt the operations of the Company and in some instances, the Company may require employees taking foreseeable intermittent or reduced schedule leaves to transfer temporarily to an alternative position for which the employee is qualified and which better accommodates the employee's leave schedule. Pay and shifts would not be affected by a change to an alternate position. Time worked in the alternate position would not count towards the employee's FMLA leave entitlement.

Employees taking unforeseeable intermittent leaves must follow the Company's standard call-in procedures absent unusual circumstances.

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## 12. Family and Medical Leave Act Policy - All Companies

### **Documentation Supporting FMLA Leave**

An employee requesting leave for a serious health condition must provide a completed FMLA Certification of Health Care Provider Form supporting the need for the leave. A request for reasonable documentation of family relationship verifying the legitimacy of a request for FMLA Leave may also be required.

The employee will have 15 days in which to return a completed Certification form following the Company's request for the certification. If the employee fails to provide timely certification after being required to do so, covered leave may be delayed moving forward until the certification form is finally submitted. Absences counted against the employee for a late certification will not be reversed absent exceptional circumstances. If an employee never returns the completed form, the FMLA will be denied and the absences will be unprotected. If the Certification form is incomplete or insufficient, an employee will be given written notification of the information needed and will be given a period of 7 days to provide the necessary information.

In some circumstances, a second opinion, at the expense of the Company, related to the health condition may be required. If the original certification and the second opinion differ, a third opinion, at the expense of the Company, may be required. The opinion of the third health care provider, which the Company and the employee jointly select, will be the final and binding decision.

A request for Active Duty Leave must be supported by the Certification of Qualifying Exigency for Military Family Leave form as well as appropriate documentation, including the covered military member's active duty orders.

A request for Military Caregiver Leave must be supported by the Certification for Serious Injury or Illness of Covered Service Member form or Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave form as well as any necessary supporting documentation.

Providing false information to the Company in an attempt to obtain FMLA leave will result in no FMLA protection, and it may also constitute a policy violation and result in discipline up to and including discharge.

Once the Company has received a complete and sufficient certification form from the employee, the Company will advise the employee whether he or she has been approved or denied FMLA and, if possible, will advise how much FMLA will be used.

### **Recertification**

In the following circumstances, the Company may, in its sole discretion, require recertification of the qualifying reason for FMLA: (1) where the employee needs more leave than the original certification justified; (2) where circumstances and facts cast doubt on the employee's need for FMLA; or (3) when the need for FMLA extends beyond 6 calendar months. In these situations, the employee will have 15 days in which to provide a completed Recertification form.

### **Restoration to Position and Benefits**

Healthcare benefits will be maintained while an employee is on FMLA, subject to the payment of premiums as explained in this paragraph. For all other benefits, they will be maintained similarly to others on similar forms of leave (paid/unpaid). Employees on paid FMLA (because they are concurrently exhausting a paid leave benefit) will continue to have their premium payments deducted from their paycheck as if they were on

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## 12. Family and Medical Leave Act Policy - All Companies

non-FMLA paid leave. Employees on an unpaid FMLA leave (for which no paid leave is substituted or after all paid leave has been exhausted) will need to maintain the benefits they accrued prior to commencement of the leave by making premium payments. If the payment is not received on the due date or thereafter, the Company will provide the employee written notice of non-payment and provide 15 days to make the payment. If the payment is not made within the 15-day window, and at least 30 days have passed from the due date, then coverage under the benefit plan will lapse, retroactively, to the original due date.

Employees are permitted to return to whatever position they would have held had they not taken FMLA leave. Generally, this means employees returning from FMLA leave within 12 weeks will be returned to the job position that they held when they went on leave, or a substantially similar one. If the employee would have lost their position even if they had not taken the leave, then there exists no reinstatement right. For example, if the employee's position is eliminated because of a reduction in force, then no reinstatement right exists.

If an eligible employee fails to pay his or her portion of the required premium payments for benefit coverage, and the Company elects to make the employee's portion of premium payments to keep benefit coverage in effect during a period of paid or unpaid FMLA leave for medical and dental benefits, and/or a period of unpaid FMLA leave for other benefits, the Company may recover the amount of the premium payment from the employee regardless of whether the employee returns to work. The Company may recover its own share of the premiums paid for maintaining an employee's medical and dental benefit coverage during any period of unpaid FMLA leave if the employee fails to return from leave after entitlement has expired, provided the employee's failure to return to work is for a reason other than the continuation, recurrence, or onset of a serious health condition and is unrelated to the qualifying reason the employee took FMLA leave.

### **Return to Work**

FMLA leave must be used for its intended purpose. If the qualifying reason for taking leave ends, then the employee must contact the Company and make arrangements to return to work. Employees on FMLA leave must periodically inform their supervisor, Management, Owner, or Human Resources of their status and intent to return to work while on FMLA leave. Employees returning from FMLA leave must be able to assume all of the essential functions of their jobs upon return. The Company will provide time for the employee to learn of any changes or new technology implementations. As a condition to restoring an employee whose leave was based on the employee's own serious health condition, the employee must provide certification from the employee's health care provider stating that the employee is able to resume work. This return to work statement is required for all serious health conditions unless the employee has previously provided one for that condition within the past year. If safety issues exist, the Company may require a return to work statement every 30 days.

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## 12. Family and Medical Leave Act Policy - All Companies

### **Failure to Return from Leave**

Unless required otherwise by law, an employee granted a leave of absence under these provisions who fails to return to work upon expiration of the leave will no longer have protected absences. Further absences would count against the attendance policy.

### **Key Employees**

An employee who qualifies as a “key employee” may be denied restoration of employment after a period of FMLA leave if holding the employee’s position would cause the Company grievous economy injury. A “key employee” is an employee who is salaried and is among the highest paid 10% of the work force within 75 miles of the place where the employee reports to work. Upon requesting FMLA leave, an employee will be notified by the Company of his/her status as a “key employee” if there is a possibility that the Company may deny reinstatement after leave.

### **Interaction with State Leave Laws**

Certain states require employers to provide greater or different job-protected leave. When applicable, the Company complies with all such leave laws. When leave provided under one of these laws is covered under the federal FMLA, it also shall count toward the employee’s federal FMLA entitlement and as FMLA Leave under this Policy. These leave laws vary by state, and you should contact Human Resources if you have questions about them.

## **OTHER LEAVES OF ABSENCE**

### **Reasonable Accommodation Medical Leave**

The Company complies with the reasonable accommodation obligations under the ADA and will engage in the interactive process to discuss an unpaid leave of absence as a reasonable accommodation with employees who are unable to perform the essential functions of their job due to a physical or mental disability. Leave under this policy is at the discretion of management and will be considered in accordance with the reasonable accommodation obligations of the ADA. A reasonable accommodation leave of absence may be provided to employees who are unable to perform the essential functions of their job due to physical or mental disability and are not eligible for FMLA. Similarly, leave under this policy may be granted as a reasonable accommodation for employees who have exhausted FMLA but are unable to return to work due to a disability that prohibits them from performing the essential functions of their job. Leaves of absence under this policy will be handled on a case-by-case basis in accordance with the ADA. The duration of any leave of absence under this policy will vary depending on the particular circumstances of each employee's need and whether additional leave is reasonable under the circumstances and/or would create an undue hardship for the Company.

### **Military/Uniformed Service Leave**

Employees may be entitled to certain rights and benefits, and may have certain obligations, related to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") or related state laws. It is the Company's intent to comply with the requirements provided by USERRA and similar state laws with respect to leaves of absence, continuation of health coverage, reemployment, disabilities incurred or aggravated during uniformed service, non-discrimination and non-retaliation, and other covered matters. Specifically, the Company will not deny employment, reemployment, retention in employment, promotion, or any benefit of employment to an individual due to uniformed service, and will not tolerate discrimination or retaliation due to uniformed service.

Employees should notify their supervisor, Management, Owner, or Human Resources of any need for leave to perform service in the uniformed services as far in advance as possible, preferably at least 30 days in advance and in writing where feasible. Employees are asked to provide a copy of applicable orders, training calendar, and/or similar documentation, if at all possible, in time to ensure continued business operations during absences. Employees will be granted unpaid leaves of absence for qualifying periods of uniformed service; however, employees may elect to use any accrued but unused paid leave during such absences.

Barring any exception outlined in USERRA, employees will be eligible for reemployment after uniformed service as long as they return to work or apply for reinstatement within the following timeframes:

- For service of less than 31 days, at the beginning of the next regularly scheduled work period after release, and subject to an 8-hour rest period;
- For service of more than 30 days but less than 181 days, within 14 days of release; or
- For service of more than 180 days, within 90 days of release.

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### 13. Other Leaves of Absence Policy - All companies

To retain reinstatement rights, employees must not have been separated from uniformed service with a disqualifying discharge or under other than honorable conditions. Reinstatement rights are not guaranteed for any absence beyond 5 years unless an exception stated in USERRA applies.

If an employee meets these requirements, and depending upon length of service, an employee will be reemployed in the position he or she would have had if continuously employed (i.e. the “escalator position), the job he or she had upon commencement of uniformed service, a position comparable to the escalator or pre-service position, or the nearest approximation to the escalator position. Consistent with USERRA’s “escalator principle,” employees will be compensated upon reinstatement at the rate of pay they would have obtained with reasonable certainty if such employment had not been interrupted due to uniformed service.

Employees who are members of the uniformed services should speak to their supervisor, Management, Owner, or Human Resources concerning any questions regarding rights and obligations related to uniformed service leave, advanced notice of uniformed service, benefits during uniformed service, or related issues.

#### **Lactation Leave**

The Company will provide a reasonable amount of break time to accommodate a female employee’s need to express breast milk for the employee’s infant child up until 12 months of age. If possible, the break time should be taken concurrent with other break periods already provided. If the employee needs longer than a scheduled break to express milk, the remainder of the break will be unpaid. The Company also will make reasonable efforts to provide the employee with the use of a room or other location in close proximity to the employee’s work area for the employee to express milk in private. Employee should notify her supervisor, Management, Owner, or Human Resources, if she is requesting time to express breast milk under this policy.

#### **Other Legally Protected Absences**

In addition to the leaves described herein, the Company complies with all applicable state laws relating to various forms of protected absences. Depending on the particular state in which you are employed, employees may be legally entitled to time off under various state laws. For additional information and to determine if you qualify for additional leaves of absence, please contact your supervisor, Management, Owner, or Human Resources.



## 14. Paid Time Off Policy - All Companies

### **PAID TIME OFF (PTO)**

The Company provides paid time off (PTO), which combines vacation, sick days, a family member's illness, personal business, weather problems, and any other personal time off under one policy for employees to use for illness or personal time away from work. PTO benefits are available to regular part-time and full-time employees. The amount of PTO is based on hours actually worked with the Company.

To the extent applicable, this policy is designed to comply with all applicable state and local paid sick leave laws. Eligible employees who work in a jurisdiction that mandates paid sick leave may use PTO for paid sick leave reasons. If the PTO accrual in this policy is insufficient to comply with any paid sick leave mandate, the Company will provide additional PTO as needed to comply with applicable law. Only employees working in jurisdictions that mandate paid sick leave may use PTO for the paid sick leave reasons set forth below. Please contact Management if you have questions as to whether you work in a paid sick leave jurisdiction.

Employees will accrue PTO during each pay period, starting with the first day of regular employment. Although employees will begin to accrue PTO immediately, newly hired employees are not eligible to use PTO until completion of the first payroll period. Employees will continue to accrue PTO each pay period during each subsequent year of employment.

Employees working 40 hours a week should accrue no fewer than 80 hours of PTO per year. PTO accrues at rate of 1 hour for every 25 hours worked (0.04 hours per regular hour worked). PTO will not accrue while an employee is on a leave of absence. Employees may not accrue more than 120 hours at any time. Employees may carryover unused PTO from year to year up to the maximum accrual cap of 120 hours. Once an employee reaches the maximum cap, an employee will not accrue any additional PTO until the employee uses PTO and drops below the maximum cap.

All requests for PTO should be made to the employee's supervisor or Management as soon as possible. The Company will try to accommodate requests as long as operations are not affected. Normally, at least a 2-week advanced notice is expected and necessary for foreseeable requests to be approved. If the PTO is needed for unforeseen illness or emergency situations or if being used for paid sick leave reasons in paid sick leave jurisdictions, then employees should provide as much notice as reasonably possible. Employees generally will not be approved to take PTO during high volume periods such as the months of November, December, and January and Prime Days unless the employee works in a paid sick leave jurisdiction and the PTO is needed for a recognized paid sick leave reason.

Employees are responsible for accurately recording all PTO. When a full-time employee scheduled to work 40 hours per week takes an entire day off as PTO, 8 hours of PTO should be recorded. Employees are encouraged to use their available PTO.

PTO is intended for personal time off and is not intended to be used to make up for hours not worked in a given week in order to bring time up to weekly standard hours. The Company will pay for actual time (hours) worked and PTO is available for personal time away from work with supervisory approval.

If all PTO is exhausted, unpaid PTO may not be taken without prior approval of the employee's supervisor, Management, and/or Human Resources. Employees may not borrow against PTO time that has not yet accrued.

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## 14. Paid Time Off Policy - All Companies

PTO time taken during a given workweek will not be included as hours worked for purposes of calculating overtime. Upon termination of employment, the Company will pay out any accrued but unused PTO.

### **PTO USE FOR PAID SICK LEAVE REASONS**

To the extent applicable state or local laws mandate the accrual and use of paid sick leave and an employee works in a paid sick leave jurisdiction, this policy is intended to ensure that employees who work in those jurisdictions are provided with paid sick leave in accordance with the rules and definitions of the applicable law. Employees who regularly work in a state or local jurisdiction that requires paid sick leave may use paid time off consistent with any applicable state or local paid leave requirements, including the following:

- attend appointments or receive care for the employee's own physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or treatment, or preventive care; or
- attend appointments or provide care for an eligible family member's physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or care, or preventive care; or
- address the psychological, physical, or legal effects of domestic violence, sexual assault, or stalking for the employee and, where applicable, the employee's family member or "household member" (including stepparents and stepchildren, grandchildren, current and former spouses and domestic partners, persons who have a child in common, adult persons related by blood or marriage, adult persons who have resided or are residing together, and persons 16 years of age or older who are or were residing together and who are or were in a dating relationship); or
- take time off when an employee's place of business or a child's school or place of care has been closed by order of a public official due to a public health emergency; or
- any other reason allowed under applicable paid sick leave law.

The Company prohibits discrimination or retaliation against employees because of an employee's request for, or use of, PTO as legally-mandated paid sick leave under federal, state, or local law. If you believe that you have been treated unfairly on account of your request and/or use of PTO as legally-mandated paid sick leave, please immediately report this concern to Management, Owner, or Human Resources so the matter may be reviewed and appropriate corrective action may be taken.

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### **EMPLOYEE EXPENSE POLICY**

Our Employee Expense Policy outlines how we will reimburse employees for work-related expenses. This policy applies to all of our employees who must spend money for work-related activities. Good Sheppard Delivery LLC will reimburse all reasonable business expenses, after they are approved. Before incurring any business expenses, however, please confirm with your Manager that you are entitled to receive the reimbursement (these are on a case by case basis and not for all employees).

Expenses may include but are not limited to:

- Travel expense accommodations
- Travel expense transportation (air, car, etc.)
- Local transportation during trips (ride share fares, rental cars, taxi fares, etc.)
- Other minor expenses that have been approved by an employee's manager (i.e. cell phones and other tools required by Good Sheppard Delivery LLC to perform the job).

All expenses must, if possible, be pre-approved by your manager and all expenses must be accompanied by a receipt. Failure to obtain pre-approval or to provide a receipt may result in your expenses being denied. Expenses deemed to be excessive in nature or non-business related also may be denied.

Approved expenses need to be submitted no later than 30 days from the date the purchase was made. Any expenses older than 30 days from the date the purchase was made will not be reimbursed unless required by applicable law.

## PRIVACY POLICY FOR VEHICLE CAMERA TECHNOLOGY

Amazon Logistics, Inc. (“Amazon”) makes vehicles available to the Company, which is a Delivery Service Partner (“DSP”), for Delivery Associates to use in connection with the pick-up, delivery, and related services (“Services”) that the Company provides to Amazon. These vehicles may be equipped with camera technology (the “Technology”). The primary purposes of the Technology are to assist in the protection and safety of drivers and property, prevention of criminal offenses, and defenses of potential legal claims. This Privacy Policy describes the information collected by the Technology, and how that information is used, shared, and protected by Amazon and the Company. All drivers are required to review this policy and consent to the use of the Technology in DSP vehicles.

### **What Personal Information About Delivery Associates Does the Technology Collect?**

Depending on what Technology the vehicle is equipped with, it may collect the following information:

- Delivery Associate identification information, such as full name, email address, face image, and biometric information. To learn more about use of face images and biometric information, please see the **Vehicle Technology and Biometric Consent** form (which will be provided to you during the onboarding process), and the **Photos Use and Biometric Information Retention Policy** below.
- Video camera recordings of the vehicle interior (including occupants of the driver and passenger seats) and external views to the front, right, and left of the vehicle. Portions of this footage may be uploaded from the device to Amazon or the Technology’s third party secure servers, for example, in the following circumstances:
  - Immediately when you tell the camera to record and upload;
  - Immediately when the camera detects that a potential safety incident has occurred;
  - If still available, when requested by Amazon or your Company; and
  - Immediately when information useful to improve maps and routing is detected.
- Information related to your operation of the vehicle, including the following:
  - Vehicle location and movements, such as miles driven, speed, acceleration, braking, turns, following distance;
  - Contextual factors outside the vehicle, such as traffic lights and stop signs, proximity to other vehicles, whether the vehicle is in a construction or school zone;
  - Potential traffic violations, such as speeding, seatbelt non-compliance, and failure to stop at a stop sign; and
  - Potentially risky driver behavior, such as distracted driving or drowsy driving.

### **How Does Amazon Use the Information Collected?**

Amazon uses the collected information for the following purposes:

- To verify your identity
- To promote your safety and the safety of Amazon personnel and others, including by providing real-time in-vehicle alerts via the Technology when potentially dangerous conditions or behavior are detected

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## 15.1. Privacy Policy for Vehicle Camera Technology – DSP

- To assess your ongoing eligibility to perform services under your DSP’s contract with Amazon, in accordance with Delivery Associate eligibility requirements and service standards agreed to with the Company
- To manage Amazon’s contractual relationship with the Company, including assessing the Company’s compliance with Amazon policies and service standards
- To support DSP operations, safety programs, and incident investigations by making the Technology available to the Company via a secure portal
- To troubleshoot and improve Amazon’s services and the delivery experience
- To improve the accuracy of mapping, routing, and navigation data
- To support insurance claims or disputes
- In legal proceedings and/or to defend Amazon’s legal position in legal proceedings

### **With Whom Will Amazon Share the Information Derived from the Technology?**

- Your Employer DSP: The data is available to the Company through a secure portal.
- Amazon Group Companies: Your personal information may be disclosed by Amazon to other Amazon affiliates. All Amazon entities we share your information with are either subject to this Privacy Policy or follow practices that are at least as protective as those described in this Privacy Policy. We only share your information with Amazon entities that have a need to know or have access to it and where lawful to do so.
- Third-Party Service Providers: Third-party providers may be permitted to access, use, and retain your personal information only for the purpose of providing services to Amazon as described in this Privacy Policy and only in a manner consistent with this Privacy Policy. Except for the purposes set forth above, Amazon does not otherwise share the information derived from the Technology with any third parties and does not sell the information.

### **How Does Amazon Secure Your Personal Information?**

Amazon will use appropriate and reasonable technical and organizational security measures to protect the information from loss, misuse, unauthorized access, disclosure, alteration, and destruction, and will restrict access to those who need to know the information.

### **How May We Use the Information Collected?**

A DSP may use the information for employment purposes, including as part of an investigation of suspected misconduct or violation of safety or other Company policies based on the reasonable belief of management or litigation requirements. Where the information is used in disciplinary proceedings, it will be retained and the employee will be permitted access to the information within one month of the request. Under appropriate circumstances, the information may be provided to law enforcement. In defenses of legal claims, or in pursuance of civil recovery, the information may also be provided to the Company’s legal representatives and may be used as evidence in legal proceedings.

### **How May Your Company Secure Your Personal information?**

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## 15.1. Privacy Policy for Vehicle Camera Technology – DSP

To the extent that the Company may access your personal information, it will use appropriate and reasonable technical and organizational security measures to protect your personal information from unauthorized access or disclosure and will restrict access at the Company to those managers and supervisors who need to know the information.

### **PHOTOS USE AND BIOMETRIC INFORMATION RETENTION POLICY**

Amazon Logistics, Inc. and its affiliates (“Amazon”) require that users of the Amazon delivery application provide a photo for identification purposes. Amazon may derive from your stored photo a scan of your face geometry or similar biometric data (“Biometric Information”). Amazon uses your stored photos (including your photos that we already have on file or photos we may obtain from delivery vehicle cameras and technology), driver’s license, or government-issued ID and Biometric Information from such photos for identification and driver account login purposes. This can include making sure it is you who is doing the delivery and using your photo to identify you to customers and Amazon personnel. The photo is also used on your in-app ID card. Additionally, drivers of fleet vehicles equipped with safety technology, including technology provided by Netradyne, Inc. (“Netradyne”), may have their photos taken by onboard cameras for identity verification and account login purposes. Amazon may derive from your photo Biometric Information to compare to Biometric Information from photos Amazon has on file.

This policy governs our retention of users’ photos and Biometric Information. Amazon generally retains a user’s Biometric Information only for as long as it takes to complete the verification of your identity, but may retain Biometric Information for up to 30 days after it is generated. Thereafter, Amazon will promptly delete the Biometric Information. Note that this means Amazon may need to retain your Biometric Information after you stop using the Amazon delivery application for purposes of ongoing fraud detection and investigation. Amazon will retain your photos while you use the Amazon delivery application and thereafter for so long as permitted by law or until you request that Amazon delete your photo. You may request deletion of your photo by contacting support, but deleting your photo will block your access to the Amazon delivery application until you replace it and it is checked for validity.

Amazon may disclose your photos to third party providers of Amazon or have such third party providers collect your photo directly via use of their technology, including Netradyne, but such third party providers shall be permitted to access, use, and retain Biometric Information only for the purpose of providing services to Amazon as described herein and only in a manner consistent with this policy. Amazon does not otherwise share your photos or Biometric Information with any third parties and does not sell your photos or Biometric Information, and all such third party providers (including Netradyne) are contractually obligated to comply with this policy.

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## **BIOMETRIC POLICY**

During your employment with Good Sheppard Delivery LLC (“the Company”), you may use biometric equipment (“Equipment”) for various business purposes, which may include recording your time worked, to enter or exit rooms, or to access equipment, items, or information. This policy explains how the Company may collect, store, use, disclose, and destroy a scan of your finger, hand, face, retina, iris, or voiceprint in compliance with the Biometric Information Privacy Act or applicable law, and supplements any prior communications and policies that relate to this subject.

### **Conversion of Your Scan Into an Unrecognizable Mathematical Representation**

The first time you use the Equipment, it scans your finger, hand, face, retina, iris or voiceprint and converts the image into an unrecognizable mathematical representation (“Mathematical Representation”) such as 72!E7fad4CAB?532B4%D6A\$386B3ka8C#947369. Each subsequent scan is compared to your initial stored Mathematical Representation to confirm your identity.

### **Retention and Destruction of Your Mathematical Representation; Prohibition on Unauthorized Disclosure**

Depending on the Equipment used, your Mathematical Representation is housed on Equipment and/or servers (“Servers”) that are maintained and secured by the Company or third-party vendors (“Vendors”). The Company and its Vendors treat your Mathematical Representation as confidential and sensitive information and exercise reasonable care to store, transmit, and protect your Mathematical Representation from disclosure to unauthorized third-parties.

The Company and its Vendors will not sell, lease, trade, or otherwise profit from your Mathematical Representation. The Company and its Vendors will not disclose your Mathematical Representation unless required by law, the disclosure completes a financial transaction authorized by you or your authorized representative, or you otherwise consent to the disclosure.

If the Company or its Vendors service the Equipment, Server, or software, you must consent to disclosing your Mathematical Representation or otherwise giving them access to it to make the repair, maintenance, upgrade, or change, or to destroy your Mathematical Representation. Your Mathematical Representation will be timely destroyed within 90 days of the earlier of when your use of the Equipment ends or your employment ends, or in accordance with applicable law, unless a longer retention period is required.

If you have any questions or concerns regarding this policy and consent form, you will promptly communicate them in writing to your manager or Human Resources, who will address them. This policy is available to you and the public at any time upon request.

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## DRUG AND ALCOHOL-FREE WORKPLACE POLICY AND PROCEDURE

(Applicable to Employees Not Subject to Department of Transportation Regulations)

### Policy

The Company is committed to maintaining a work environment that is free from the influence of both illegal drugs and alcohol. This commitment is designed to help protect the health, safety, and wellbeing of our employees, visitors, customers, and applicants for employment, temporary/contingent workers, and the like. This policy applies to all employees and applicants for employment (hereinafter collectively "Covered Persons"). In support of this effort, Company has adopted this Drug and Alcohol-Free Workplace Policy (the "Policy") for all full-time, part-time, hourly, salaried, temporary and contingent workers at all Company locations, including managers and supervisors.

To this end, Company has adopted a comprehensive list of guidelines designed to maintain a drug and alcohol free workplace and to ensure compliance with all applicable regulations and requirements. Facets of this program may also extend to contractors and other persons conducting work on behalf of the Company.

Company will enforce this Policy in a manner that is consistent with applicable federal, state, and local law.

This Policy supersedes any prior policy as well as other written or oral statements or representations by Company that are inconsistent with this Policy.

*Please note:* this Policy in no way guarantees employment for a certain period of time or otherwise alters the at-will employment relationship with Company.

**Definitions:** For purposes of this Policy, the following capitalized words and terms mean:

1. **Illegal Drug:** means any drug or controlled substance that is not legally obtainable under both applicable state and federal law without a valid prescription, including but not limited to amphetamines, barbiturates, benzodiazepines, cocaine, designer drugs, hallucinogens, marijuana, methaqualone, opioids (opiates, such as heroin, codeine, morphine, and semi-synthetic/synthetic opioids, such as hydrocodone, hydromorphone, oxycodone, oxymorphone, and methadone), phencyclidine (PCP), propoxyphene, and/or any substances and/or materials that are prohibited by federal or applicable state regulations.
2. **Premises or Property:** means buildings, parking lots, vehicles owned or leased by Company or Amazon or used for Company purposes, work facilities and plants, warehouses, equipment, or land used by Company or Amazon or its customers or suppliers.
3. **Safety-Sensitive Positions:** means positions that require tasks involving a potential risk of injury to self or others, or as otherwise defined by applicable federal, state, or local law. Any Covered Persons responsible for the health, safety, and welfare of Company employees are also considered to work in a Safety-Sensitive Position. All driving positions are considered Safety-Sensitive Positions. See Appendix A.
4. **Unauthorized Substances:** means over-the-counter or prescription drugs used, possessed, purchased, obtained, transferred, dispensed, trafficked, sold, or distributed in violation of this Policy. See "Prohibitions," sections 4(a)-(d) below. Unauthorized substances also includes substances that cause

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## 16. Non-DOT Drug Testing Policy - All Companies

drug-like effects, but which may not necessarily be illegal under applicable laws, used for a purpose other than their intended purpose, and specifically includes the inhalation of an intoxicating substance (e.g. nitrous oxide, glue, cleaning products) and used in an unsafe manner or quantity so as to impair the employee's ability to safely and adequately perform his/her job responsibilities.

**Prohibitions:** Covered Persons are prohibited from engaging in the conduct outlined in this section:

1. Covered Persons are prohibited from reporting to work, being on Company Premises or Property, or performing work (on or off Company Premises or Property) while under the influence of alcohol, Illegal Drugs, and/or Unauthorized Substances.
2. Covered Persons are prohibited from applying for employment, reporting to work, being on Company Premises or Property, or performing work (on or off Company Premises or Property) with alcohol in his/her system sufficient to yield a positive alcohol test result and/or with Illegal Drugs (and/or drug metabolites) in his/her system which meets or exceeds nationally accepted standards for determining detectable levels of controlled substances as adopted by the federal Substance Abuse and Mental Health Services Administration or applicable state law.
3. Covered Persons are prohibited from using, possessing, purchasing, selling, manufacturing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic or distribute) alcohol, Illegal Drugs, and/or Unauthorized Substances, including related paraphernalia, in any amount, in any manner, or at any time, on Company Premises or Property, or while performing work (on or off Company Premises or Property).
4. Covered Persons are prohibited from using, possessing, purchasing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic, or distribute) over-the-counter, or prescription drugs on Company Premises or Property or while performing work, as set forth below. Specifically, Covered Persons are prohibited from using, possessing, purchasing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic, or distribute):
  - (a) prescription drugs that are not prescribed to the Covered Person and/or prescribed on an invalid or non-current prescription;
  - (b) prescription drugs that are prescribed to the Covered Person at non-therapeutic levels or used in a manner or quantity other than as set forth in the prescription;
  - (c) over-the-counter drugs in a manner or quantity other than set forth in the directions; or
  - (d) over-the-counter or prescription drugs in an unsafe manner.
5. Covered Persons are prohibited from refusing to provide an adequate drug or alcohol test sample/specimen without a valid medical basis, refusing to cooperate during collection or testing, or failing to report (or report promptly) to the collection site without a legitimate reason.
6. Covered Persons are prohibited from providing an altered, adulterated, diluted, or substituted drug or alcohol test sample or specimen. Covered Persons are prohibited from using a device or substance to interfere or attempt to interfere with a drug or alcohol test.

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7. Excepting the need for first-aid or emergency medical care (or where otherwise provided by law), Covered Persons asked to submit to a post-accident or reasonable suspicion alcohol or drug test are prohibited from using alcohol or drugs (including over-the-counter or prescription drugs) for 8 hours following the accident or determination of reasonable suspicion, or until the Covered Person undergoes an alcohol or drug test, whichever occurs first.
8. Covered Persons are prohibited from failing or refusing to report a conviction for a drug-related offense within 5 days of such conviction, even if the activities giving rise to the conviction did not occur on Company Premises or Property, or while performing work for Company.

*Marijuana:* Note that it is Company's intention to comply with all applicable federal, state, and local laws. Where state and federal law differ, however, Company will comply with federal law, except where otherwise provided. For example, some state laws permit the use and possession of marijuana for medical and/or non-medical purposes, but federal law does not. In the absence of state law to the contrary, Company considers marijuana to be an Illegal Drug for purposes of this Policy in *all* states – even those states that allow for medical and/or non-medical use.<sup>1</sup> Moreover, even if an individual's use of marijuana may otherwise be permissible under state law, the use or possession of marijuana or being under the influence or impaired by marijuana on Company Premises or Property or while performing work for Company is strictly prohibited.

*Alcohol Use at Company Events:* Alcohol is served at certain Company-sponsored events and/or business-related activities. At those events, alcohol consumption by Covered Persons (in moderation) does not violate the terms of this Policy so long as the Covered Person exercises good judgment and so long as the Covered Person acts in a lawful, safe, professional, and responsible manner at all times.

### **Appropriate Use of Prescription Medication**

Covered Persons' proper and legal use of over-the-counter medication or medication that has been prescribed by a physician for that Covered Person is not prohibited by this Policy. It is each Covered Person's responsibility to check with a physician or other licensed medical provider regarding whether the use of any medication may adversely affect performance or safety at work. Company does not unlawfully discriminate against employees or applicants on the basis of disability. *Covered Persons who seek a reasonable accommodation due to an underlying disability are encouraged to submit any requests to Management, Human Resources, or Owner.*

A Covered Person who is using or tests positive for a prescription drug for which he/she has a valid prescription, but which drug use may pose a direct threat to the employee or others in the workplace (or which otherwise adversely affects the employee's job performance), may be subject to further assessment. In such cases, Company will conduct an individualized assessment of the individual's ability to perform the essential functions of the job in question while utilizing such drug without posing a direct threat to the health

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<sup>1</sup> Company will not discriminate against **Arizona, Arkansas, Connecticut, Delaware, Illinois, Maine, Massachusetts, Minnesota, Nevada, New Jersey, New Mexico, New York, Oklahoma, Pennsylvania, Rhode Island, South Dakota, Virginia, or West Virginia** Covered Persons based on their status as a patient enrolled in a medical cannabis registry program. In **Illinois, Maine, New Jersey, and New York**, the Company will not discriminate against applicants/employees for the off-duty, off-premises use marijuana, but may still subject to disciplinary action for any positive test for marijuana in accordance with applicable state law. Employees are prohibited from using, possessing, or being impaired by marijuana on Company premises or during working hours (on or off Company premises), including breaks, or in Illinois, while on-call after being given at least 24 hours' notice to be on standby or otherwise responsible for performing tasks related to the person's employment.

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or safety of the employee or others in the workplace, before taking any further action related to the employee's employment.

### **Medication Disclosure**

Covered Persons in Safety-Sensitive Positions who are taking a drug or medication which adversely effects, or which may reasonably be expected to adversely effect, the Covered Person's ability to perform work in a safe and productive manner, are required to promptly report the use of such drug and/or medication to Management, Human Resources, or Owner using the Medications Disclosure Form and Authorization for Release of Information attached hereto. See Appendix B. When making such a disclosure, Covered Persons need not disclose any underlying medical condition unless specifically requested by safety personnel or Management, Human Resources, or Owner for purposes of evaluating reasonable accommodations while the employee uses the medication. Such disclosures will be, to the extent appropriate, treated confidentially by Company. This Medications Disclosure Form is job-related and consistent with business necessity.

Upon receipt of the completed Medications Disclosure Form, Management, Human Resources, or Owner, and where appropriate, the Covered Person, the Covered Person's physician and/or the Covered Person's supervisor(s), will determine the appropriate response consistent with applicable law.

### **Non-Discrimination**

In accordance with the Americans with Disabilities Act and state anti-discrimination laws, Company does not discriminate against any Covered Person who is a qualified individual with a disability, who is not currently using Illegal Drugs and who has either successfully completed a rehabilitation program, or who may be currently participating in a supervised rehabilitation program and is no longer using Illegal Drugs. A current disability of any kind, however, does not entitle an employee and/or job applicant to violate any provisions of this policy.

### **Drug and Alcohol Testing Procedures**

**Testing:** Company will perform drug and alcohol testing on Covered Persons in a manner consistent with applicable law. Company may test for the presence of some or all of the substances defined above as Illegal Drugs and/or alcohol. The following are the types of testing that Company may employ:

1. **Pre-Employment/Post-Offer Testing:** Individuals extended a conditional offer of employment may, as a prerequisite to their employment with Company, be required to submit to a drug test.
2. **Post-Accident Testing:** Covered Persons will be drug/alcohol tested (where permitted by applicable law) following an injury or accident, in which they were involved, that (i) resulted in a fatality, (ii) requires medical attention beyond first aid or results in lost work time, (iii) caused property damage (including damage to vehicles owned or leased by Company or being used for Company purposes) in a significant amount, or (iv) puts the health and safety of any person in imminent risk. Drug/alcohol testing under this section will be undertaken as soon as practicable after the reported injury or accident. Drug/alcohol testing under this section will be applied in a neutral fashion, to foster a safe work environment, and will only be undertaken to identify drug/alcohol use in the recent past. Testing under this section will not be undertaken to retaliate against employees for reporting workplace injuries. Employees who have been required to submit to a drug /alcohol test as a result of an accident will not be allowed to drive

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themselves to a clinic for drug/alcohol testing, or return to work until the results of the drug/alcohol test become available to Company.

- 3. Reasonable Suspicion/For Cause Testing:** Covered Persons will be drug/alcohol tested when there is a reasonable belief based on specific facts and rational inferences drawn from those facts that a Covered Person is engaged in the inappropriate or illegal use of drugs/alcohol and/or has violated this Policy (where permitted by applicable law). Such specific facts and reasonable inferences would include, but are not limited to, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of a Covered Person. Such specific facts and reasonable inferences should, when possible, be observed by two or more people. Such persons will not be allowed to drive themselves to a clinic for drug/alcohol testing, or return to work until the results of the drug/alcohol test become available to Company.

### **Testing Procedures:**

Drug or alcohol test samples/specimens (typically breath in the case of alcohol and typically urine, oral fluid, or hair in the case of drugs) will be collected in private by a certified collector approved by Company. The collector will maintain appropriate chain of custody procedures and documentation. All reasonable attempts will be made to protect the privacy of individuals providing drug/alcohol samples/specimens and sample collection shall be conducted in accordance with applicable federal, state, or local law.

Immediately after Company determines that a Covered Person shall be tested, a Company representative will direct or escort the Covered Person to a collection site or certified collector to facilitate the collection of the appropriate specimen.

Company will pay the full cost of any testing it has requested or required of a Covered Person, with employees being reimbursed for the reasonable cost of any transportation to and from the designated collection facility. (Job applicants will not be reimbursed for the cost of transportation to and from the designated collection facility.)

Company will normally schedule testing of currently employed Covered Persons during, or immediately before or after, a regular work period. Time spent complying with testing required by Company under this policy is considered work time for purposes of compensation and benefits.

### **Testing Results:**

A Covered Person shall not be deemed to be positive on a drug or alcohol test until the Covered Person's sample/specimen has been subject to confirmatory testing; the confirmatory test will be by gas chromatography mass spectrometry where required by applicable law or by another comparably reliable analytical method. Confirmatory testing will be conducted by a laboratory certified in accordance with applicable federal, state, or local law.

A drug test will be considered positive when the screening levels established by the testing laboratory are exceeded. Information regarding the screening cutoff levels for various drugs will be made available upon request.

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Positive test results (or results determined to be adulterated, diluted, or substituted) will be communicated to Company's Medical Review Officer (MRO). On receipt of positive test results (or results determined to be adulterated, diluted, or substituted), the MRO will inform the Covered Person of the positive test results and discuss the results with the Covered Person. In this discussion, the MRO will provide the Covered Person with an opportunity, in confidence, to provide a medical explanation for the result (including the opportunity to identify prescription and non-prescription drug use), the opportunity to contest/rebut the positive test result, and/or the opportunity to provide any information the Covered Person feels is relevant. After speaking with the Covered Person, the MRO will report the results to Company as appropriate. Company will then make a determination regarding the appropriate response to the positive test results, which may include discipline, up to and including termination of employment.

The results of any and all drug or alcohol tests will be maintained in secure (locked), confidential medical files, separate from personnel files. Company will not release any information regarding the test results outside of Company without the written consent of the individual tested, except as otherwise authorized or required by law. Covered Persons may obtain copies of all information and records relating to the Covered Persons' testing.

Covered Persons are hereby on notice that refusal to submit to a test or a positive test result for Illegal Drugs or alcohol could result in an employee being denied or receiving reduced unemployment benefits, workers' compensation benefits, or both.

### **Education and Training**

To help employees and supervisors better understand the nature of the substance abuse problem and how it affects the workplace, as well as the terms and conditions of this policy, Company makes available educational materials and training sessions on an as-needed basis and provides training in accordance with applicable laws.

### **Notification of Policy**

Company will notify Covered Persons of this Policy by: (a) statements in all recruiting ads; (b) notices posted at all hiring locations; (c) notices in all online career pages; (d) distributing this Policy; and (e) making copies of this Policy available for inspection by Covered Persons during regular business hours.

### **Acknowledgment and Consent**

Any Covered Person subject to testing under this Policy will be asked to sign a form acknowledging the procedures governing testing, and consenting to (1) the test for the purpose of determining the presence of alcohol or drugs, and (2) the release to Company of medical information regarding the test results. See Appendix C. Refusal to sign the agreement and consent form, or to submit to the drug test, will result in the revocation of an applicant's job offer, or will subject an employee to discipline up to and including termination.

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### **Reservation of Rights**

Company reserves the right to administer this policy and interpret, change or rescind the policy in whole or in part, with or without notice or consideration. In addition, changes to the applicable state and federal laws or regulations may require Company to modify or supplement the policy.

### **Questions**

Covered Persons shall direct any questions about this Policy to Management, Human Resources, or Owner.

16. Non-DOT Drug Testing Policy - All Companies

**APPENDIX A**

**Safety-Sensitive Positions**

Safety-Sensitive Positions at Company include, but are not limited to, the following positions:

All driver positions

All sorting and packing positions

**THIS DOCUMENT DOES NOT CREATE A CONTRACT OF EMPLOYMENT**

**APPENDIX B**

**Medications Disclosure Form for Safety-Sensitive Positions**

You are required to disclose information about prescription drugs or over-the-counter medications you are taking which adversely effect, or which may reasonably be expected to adversely effect, your ability to safely and effectively perform your job. This disclosure will be kept confidential and will only be released to others on a need-to-know basis.

Employee Name: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

Prescribing Physician's Name: \_\_\_\_\_

Name of Drug: \_\_\_\_\_

Date of Prescription: \_\_\_\_\_ Length of Time on Prescription: \_\_\_\_\_

Over-the-Counter Medication Name: \_\_\_\_\_

Describe the safety-related side-effects you have been warned about or you have had as a result of using this drug or over-the-counter medication: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**AUTHORIZATION FOR RELEASE OF INFORMATION  
TO BE COMPLETED BY COVERED PERSONS WHO SUBMIT A  
MEDICATION DISCLOSURE FORM**

**To: Custodian of Records**

I hereby authorize the use or disclosure of my health information as described below.

**Name:** \_\_\_\_\_

**Last four digits of SSN:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Persons authorized to provide information:** Any HIPAA-covered entity including, but not limited to, any doctor, hospital, pharmacy, or other medical service provider, health plan, health maintenance organization, or insurer.

**Persons authorized to receive information:** Company's Management, Human Resources, or Owner.

**Specific description of information (including date(s) of service):** Regarding the Medications Disclosure Form for Safety-Sensitive Positions that I completed for my work with Company, I hereby authorize and request you to permit Company's Management, Human Resources, or Owner to examine any and all information, documents, files, records, charts, progress notes, diagnoses, and the like, in your possession, custody, or control, concerning your care, evaluation, treatment, and billing pertaining to me, including, but not limited to, any and all information concerning matters of a physical, mental, emotional, psychological, and psychiatric nature, but shall exclude any or all psychotherapy notes kept and maintained separately from other medical records. I further authorize and request you to permit said representative to copy or reproduce the desired portions of your documents, files, records, charts, progress notes, evaluations, and the like pertaining to such care, evaluation, treatment, and billing. Records obtained pursuant to this authorization will be used for purposes of determining my ability to undertake safety-sensitive work for Company only.

I understand that I have the right to examine any mental health records that are disclosed pursuant to this authorization at any time upon request to Company.

A photocopy of this authorization is to be treated as an original.

**Purpose of the use or disclosure:** Determining the ability to undertake safety-sensitive work for Company.

I understand that I am entitled to a copy of this form when I sign it. Initials: \_\_\_\_\_

I understand that this authorization will expire thirty (30) days from the date it is signed below.

**THIS DOCUMENT DOES NOT CREATE A CONTRACT OF EMPLOYMENT**

16. Non-DOT Drug Testing Policy - All Companies

I understand that I have the right to revoke this authorization at any time by notifying any covered entity in writing. The revocation will be effective only from the date it is received, will not apply retroactively, and will not be effective to the extent the covered entity has already relied on this authorization.

I understand that this authorization is voluntary and that the plan or service provider will not condition treatment or other services, enrollment in a group health plan, eligibility for benefits, or payment of claims on giving this authorization.

I understand this authorization may allow the information specified herein to be disclosed to persons or organizations that are not health plans, covered healthcare providers, or healthcare clearinghouses subject to federal privacy laws governing health information. I understand that the information authorized to be disclosed pursuant to this authorization may be subject to further disclosure by the recipient(s) and is no longer protected by federal privacy regulations.

By signing this form, I authorize the disclosure of the information specified to the person or persons identified above.

\_\_\_\_\_  
Signature of Individual or Legal Representative

\_\_\_\_\_  
Date

Printed Name of Legal Representative: \_\_\_\_\_

Relationship to Individual: \_\_\_\_\_

**THIS DOCUMENT DOES NOT CREATE A CONTRACT OF EMPLOYMENT**

**APPENDIX C**

**Acknowledgement and Consent**

I certify that I have received and understand the Drug and Alcohol-Free Workplace Policy and Procedure (the "Policy").

I agree to comply with the Policy and understand that failure to comply is grounds for disciplinary action, up to and including termination of employment.

I voluntarily consent to submit to drug and/or alcohol testing as outlined in Company's Policy.

I consent to provide specimens at the assigned collection site(s) and further consent to have urine, saliva, hair, and/or breath specimens tested for drugs, alcohol, and/or controlled substances (and their metabolites) at a certified laboratory in accordance with applicable law.

Further, if I enroll or participate in a substance abuse rehabilitation program ("Program"), which is approved by Company, I freely and voluntarily consent and authorize the Program to communicate verbally or in writing with Company, and to release to Company any verbal or written recommendations, findings, conclusions, or results from the program, upon Company's verbal or written request. I agree to release the Program, including its agents, officers, directors, or employees, from any and all liability of whatever kind as a result of the release of information to Company.

In order to provide information to Company, I agree to execute authorizations, release forms, or other documentation as may be required under federal, state, or local law, including but not limited to, the Substance Abuse regulations codified at 42 C.F.R. Part 2 and the Privacy Regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996.

I understand and agree that my at-will employment status cannot be altered by any verbal statement or alleged verbal agreement. It can only be changed by a legally-binding, written contract covering employment status. An example of this would be a written employment agreement for a specific duration of time. **I understand and agree that nothing contained in this Acknowledgement and Consent or in Company's Drug and Alcohol-Free Workplace Policy and Procedure shall be considered an employment contract for a definite term.**

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date

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

**THIS DOCUMENT DOES NOT CREATE A CONTRACT OF EMPLOYMENT**

## **HOLIDAY PAY**

All full-time employees are eligible for paid holidays after completing 90 days of employment. Your supervisor will notify you of the recognized holidays prior to January 1 of each year. Normally the Company will recognize the following holidays, which are subject to change: New Year's Day, Easter, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day.

In order to be paid for a holiday, a nonexempt employee must work on the scheduled workday before and the scheduled workday after the holiday, unless an absence of either day is approved in advance by a manager. If a nonexempt employee is absent due to illness on either of these days, a doctor's note may be required in order to receive holiday pay.

Holiday pay will be granted for 8 work hours and will be paid at an employee's regular straight-time wage rate, excluding shift differentials and bonuses for non-exempt employees. Exempt employees will receive their regular salary for any week in which a holiday falls. If a holiday falls within an eligible employee's approved PTO period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in lieu of PTO for that day.

## **EMPLOYEE ASSISTANCE PROGRAM**

The Company provides its employees with access to an Employee Assistance Program (EAP) that can offer assistance for substance use. Specifically, the EAP can provide confidential information concerning the dangers of substance abuse and help in obtaining counseling, treatment, and/or rehabilitation for drug or alcohol abuse. Note that, unless required by law, the Company does not pay for drug/alcohol treatment and/or counseling services. Please refer to your medical provider for any benefits that may be offered for treatment and/or counseling services.

EAP eligibility information and EAP contact information can be obtained from Management, Human Resources, or Owner.

Note that a Covered Person's first request for assistance from EAP *before* drug or alcohol testing required under this Policy will not itself be used as the basis for disciplinary action. A Covered Person's request for assistance from EAP *after* drug or alcohol testing will not be a defense to the imposition of disciplinary action where a violation of this Policy has already occurred.

**NO TOBACCO USE IN COMPANY VEHICLE POLICY**

Employees are prohibited from using tobacco or tobacco-related products, including oral tobacco products or “spit” tobacco, in any Company vehicles. Tobacco use is also prohibited on Company and Amazon property, except in designated areas. Any employee who violates this Policy will be subject to disciplinary action, up to and including termination of employment.

### **INTRODUCTORY PERIOD AND ORIENTATION**

The first 3 months (90 days) of employment will be an introductory period designed for you to determine if the Company is a good fit for you and for the Company to assess your skills and ability to perform the essential job functions. Your job performance will be reviewed by your supervisor/manager during this time. If an employee is not performing well during the introductory period, the employee may be terminated or the introductory period may be extended. Successful completion of the introductory period does not guarantee employment for any specific duration or otherwise alter your at-will employment relationship.

**THIS DOCUMENT DOES NOT CREATE A CONTRACT OF EMPLOYMENT**

## **MOBILE DEVICE AND COMPANY EQUIPMENT POLICY**

The Company will provide to employees mobile devices and other equipment necessary to perform the essential functions of their job. Mobile devices and other equipment provided by the Company are property of the Company. Employees who misuse or damage Company property may be subject to disciplinary action, up to and including termination of employment. The following are guidelines applicable to use of the Company's mobile devices and other Company-issued property.

### **Mobile Devices**

Drivers will be provided a Company mobile device each shift for use during their deliveries. The Company mobile device is strictly for business purposes and employees are prohibited from any personal use of the mobile device. The mobile device may only be used for business purposes. Employees are prohibited from downloading any apps or any other programs on the mobile device. The mobile device is Company property and employees have no reasonable expectation of privacy when using the mobile device. Employees are prohibited from using the mobile device to store personal photos, pictures, videos, text messages, or any other non-business related information. Violations of this policy may result in disciplinary action, up to and including termination of employment.

Employees are prohibited from talking on the mobile device, surfing the internet, or texting on the mobile device while driving. This is a violation of Company policy. If employees have a hands-free device, they may be able to use the mobile phone feature while driving. However, employees must follow all state and local driving laws. Employees needing to use the mobile device for business reasons should pull over and use the device after being safely parked, including if the device will be used for any texting or internet searches. The mobile device must be returned at the end of the employee's shift, or as otherwise specified by the employee's supervisor. Any employee who fails to return a mobile device upon request by the Company, intentionally damages a mobile device, or violates any other provision of this policy may be subject to disciplinary action, up to and including termination of employment.

### **Other Company-Provided Equipment**

The Company may provide drivers with other equipment for business use only. All equipment issued to an employee by the Company is Company property, must be used only in a manner authorized by the Company, and must be returned when specified by an employee's supervisor. Employees have no reasonable expectation of privacy when using Company-issued equipment. Employees who misuse, misappropriate, or damage any Company-issued property, including using Company-provided equipment for non-business reasons, will be subject to disciplinary action up to and including termination of employment.



### **TERMINATION OF EMPLOYMENT POLICY**

Employees who wish to voluntarily terminate their employment relationship are urged to provide notice to the Company at least 2 weeks in advance of their intended termination. Such notice should preferably be given in writing to the Company's Owner or Human Resources Department.

As mentioned throughout this handbook, all employment relationships with the Company are on an at-will basis. The Company reserves the right to terminate the employment relationship of any employee at any time, with or without cause, reason, or notice.

The Company reserves the right to accept an employee's notice of resignation effective immediately, or to accelerate the notice period, as the Company deems appropriate. In such instances, the employee will be paid only until his or her last day of active employment. Final wages will be paid in accordance with applicable law.

An employee whose employment terminates either voluntarily or involuntarily must return all property owned by the Company and all other items in his or her possession or control issued to them by the Company.