Welcome!

On behalf of your colleagues, we welcome you to Capstone Logistics, LLC (Capstone) and wish you every success with our organization.

As you begin your employment with us, we would like to welcome you to our organization. Please review this Handbook in its entirety as it contains helpful and valuable information about the policies, benefits, procedures and opportunities at Capstone. The information will also guide and assist you in performing to the best of your abilities while developing and realizing your potential as one of our valued Associates.

We take tremendous pride in our method of servicing our Partners and in our Associates’ commitment to excellence. We believe that each Associate contributes directly to the organization’s success, and we hope you will take pride in being a member of our team.

We also welcome suggestions for improvements regarding our operations. Your ideas on ways to improve are important to us. In the handbook you will read about our Open Door Policy where we encourage you to tell us your suggestions regarding ways to make our company better.

Please read this handbook carefully and keep it handy for future reference. Familiarize yourself with its contents as soon as possible, as it should answer many of your initial and ongoing questions about your employment with Capstone. We want you to be fully informed and understand our policies and procedures completely.

We hope that your experience here will be challenging, enjoyable, and rewarding.

Again welcome to our team.

Steven Taylor
Chief Executive Officer
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INTRODUCTION

Purpose

The content in this handbook or any policies, procedures, or practices of Capstone are not intended to be a contract or guarantee of employment between Capstone and any Associate.

Capstone Vision and Mission Statement

Service and Value through Innovation

Capstone Will Deliver Our Vision Through:

Integrity – creating a trust that Capstone will always do the right thing

Partnership – continually investing in our partners and our people to provide innovative solutions

Leadership – bring value to all stakeholders through clear direction, accountability and communication

Team – fostering an environment of passion, cohesiveness and fun where collective thought is greater than the individual

Business Processes – providing our partners and associates business tools that enable them to make a difference and facilitate continuous improvement

Technology – investing in innovative tools to provide business solution and drive exceptional performance

Compliance with Applicable Laws

Capstone intends to comply with all applicable state and federal laws, including, but not limited to those relating to medical, family or military leave, equal opportunity, environmental regulations and laws, safety, health, and laws regarding any other terms and conditions of employment. Similarly, we expect you to comply with all laws that apply to your job(s) as a condition of your continued employment.

This Handbook, and each of its provisions, is to be interpreted and/or applied in accordance with all applicable federal, state and local laws. Insofar as there is or may appear to be a conflict between the wording of any provision of this Handbook and applicable law, the law shall take precedence and the provision in question shall be interpreted and applied in a way that conforms to the law.
EMPLOYMENT

Employment at Will

Employment at Capstone is at will for an indefinite period of time, unless terminated by either Capstone or you. An individual’s employment may be discontinued whenever Capstone, in its sole discretion, deems it to be in Capstone’s best interest.

No written or oral representation by Capstone personnel is intended to create a contract of employment and no employment practice of Capstone is intended to create a contract of employment. Capstone’s handbook is intended only as an explanation of its employment practices, policies, benefits, and a general guide to working for Capstone. The handbook does not represent contractual terms of employment. Despite anything that you may read into the handbook, employment at Capstone is strictly at will.

90 Day Introductory Period

Newly hired Associates are subject to a 90 day introductory period during which their performance is being evaluated to determine whether further employment in a specific position or with Capstone is appropriate. The employment relationship with Capstone during and after the introductory period is at-will, and moving from the introductory period to a new employment classification in no way changes the at-will nature of employment with Capstone.

Associate Records

Capstone will maintain personnel and payroll records as required by state and federal law. To ensure Associate records are up-to-date, you are required to make Capstone aware of any changes in personal status, which might affect withholding tax, benefits, emergency contact, home telephone & cell phone numbers, e-mail addresses and home address immediately.

Capstone strongly advises all Associates to create a log-in and user ID for the ADP Employee Self Service product. This will allow you to make personal changes to your payroll information confidentially and immediately.

Dispute Resolution

Capstone recognizes that there may be a circumstances when an Associate is simply not satisfied with the Company's final resolution of his or her problem. To promote the just, speedy, and inexpensive resolution of any dispute arising under federal, state, or local law, Capstone maintains an Arbitration Program. The purpose of this Program is to resolve as many disputes as possible outside of the overburdened and expensive court system.

The Arbitration Program applies to any legal dispute between the Company and an Associate which could be brought in court (including claims regarding Company property, wrongful discharge, employment discrimination, harassment, or any other dispute relating to the employee’s employment or arising under any labor, employment, or civil rights law). Only claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits, or as otherwise required by state or federal law are excluded from this Program. While the Program does not preclude the filing of a charge with the Equal Employment Opportunity Commission or other federal agencies, the dispute underlying such charges will be arbitrated. The terms of the Company’s Employment-At-Will and Arbitration Agreement, not this policy, control the arbitration program.
Changing Policies and Procedures

Capstone reserves the right to modify, revoke, suspend, terminate or change any or all parts of this Associate Handbook or any policies, procedures or practices in whole or in part, at any time with or without notice. As parts of this handbook change, you will be notified via e-mail, ADP Employee Self Service, posting at the site level and the notification will also be posted on the Capstone Intranet.

We constantly strive for new and improved ways to accomplish our goals and continuously seek fresh ideas to better streamline or make efficient our operating methods. We encourage you to openly communicate suggestions you may have toward this goal through our Management Team.

Code of Ethics

Capstone has an excellent reputation for conducting business activities with integrity, fairness, and in accordance with the highest ethical standards. As an Associate, you enjoy the benefit of that reputation and are obligated to uphold it in every business activity.

Report your knowledge or suspicions of any activity, which you feel is unethical or illegal, by calling the Speak Up Hotline at 855-607-8699. Calls can be made anonymously; your name is not required. All calls will be handled in a confidential manner to the extent permitted by law.

Some common examples of business conduct issues:

- Accounting and auditing irregularities
- Theft and Fraud
- Conflicts of interest
- Securities matters
- Destroying, altering, or falsifying Company records
- Disclosure of proprietary information
- Misuse of corporate assets
- Harassment/Discrimination
- Use or sale of illegal drugs
- Bribery
- Threats to personal safety
- Creating or ignoring safety or environmental or other governmental compliance regulations

Code of Conduct

Capstone’s Associates will maintain the highest ethical standards in the conduct of our affairs. These standards apply to all Capstone activities in every market it serves. The purpose of this Code of Conduct is to strengthen our ethical climate and to provide basic guidelines for situations in which ethical issues may arise.

All Associates have a responsibility to understand and follow the Capstone Code of Conduct. In addition, all Associates are expected to perform their work with honesty and integrity in any areas not specifically addressed in this Code of Conduct. A violation of this Code of Conduct may result in appropriate disciplinary action, up to and including termination.

This Code of Conduct reflects general principles to guide Associates in making ethical decisions and cannot and is not intended to address every specific situation. As such, nothing in this Code of Conduct prohibits or restricts Capstone from taking any disciplinary action on any matters pertaining to Associate conduct, whether or not they are expressly discussed in this document. The Code of Conduct is not intended to create any express or implied contract with any Associate or third party. In particular, nothing in this document creates any employment contract between Capstone and any of its Associates.

This Code of Conduct may be revised, changed or amended at any time by the officers of Capstone.
**Accepting Tips, Gratuities, Gifts or Product**

Capstone Associates working in Partner sites are prohibited from accepting tips, gratuities or gifts of any kind. This is intended to include product from either our Partners’ property or from the property of a third party coming into the warehouse.

**Conflicts of Interest**

Because you are now working for Capstone, it is important to realize that you have an up close and personal view of our business every day. With this in mind, you should recognize your responsibility to avoid any conflict between your personal interests and those of the Company. A conflict of interest occurs when our personal interests interfere – or appear to interfere – with your ability to make sound business decisions on behalf of Capstone. There are some common relationships or circumstances that can create, or give the appearance of, a conflict of interest. The situations generally involve gifts and business or financial dealings or investments. Gifts, favors, tickets, entertainment and other such inducements may be attempts to “purchase” favorable treatment. Accepting such inducements could raise doubts about an Associate’s ability to make independent business judgments and the Company’s commitment to treating people fairly. In addition, a conflict of interest exists when employees have a financial or ownership interest in a business or financial venture that may be at variance with the interests of Capstone. Likewise, when an Associate engages in business transactions that benefit family members, it may give an appearance of impropriety.

Each Associate shall make prompt and full disclosure to their supervisor of any potential situation that could involves a conflict of interest.

**Confidential Information**

Unauthorized disclosure of confidential information is strictly prohibited. Confidential information includes confidential company financial data, trade secrets, proprietary information, Partner lists, and confidential information belonging to Capstone’s Partners, customers, or vendors. Originals or copies of documents containing confidential information may be removed from Capstone offices for the sole purpose of performing the Associate’s duties to Capstone and must be returned at any time upon request. The misuse, unauthorized access to, or mishandling of confidential information is strictly prohibited and will subject an Associate to disciplinary action, up to and including immediate termination.

Associates are expected to refrain from disclosing information about Capstone, its trade secrets, propriety information, its Partners, and Partner lists.

The unauthorized use, destruction, modification and/or distribution of Capstone confidential information or information systems is strictly prohibited.

**Reporting Suspected Noncompliance**

As part of the Capstone commitment to ethical and legal conduct, Capstone expects its Associates to notify the Speak Up Hotline at 855-607-8699 or the appropriate level of management with information about suspected violations of the Code of Conduct or of law by any Capstone Associate or agent. Associates are required to come forward with any such information, without regard to the identity or position of the suspected offender. Capstone will treat the information in a confidential manner (consistent with appropriate evaluation and investigation) and will seek to ensure that no acts of retribution or retaliation will be taken against anyone for making a report.

**Background Check Policy**

As part of the employment process, Capstone requires applicants and/or candidates for internal promotion to undergo background checks.
Capstone conducts applicant criminal background checks that are directly related to job positions and necessary for Capstone’s business and when required by federal and state law and regulations. All such criminal background checks strictly adhere to standards provided by federal and state law and regulations.

Capstone only conducts applicant credit checks or consumer reports for specific positions when such checks are directly related to job positions and necessary for Capstone’s business and when such checks are required by federal or state law and regulations. All such credit checks and consumer reports strictly adhere to standards provided by federal and state law and regulations.

All release forms and information obtained by Capstone through reference and background checks are maintained and treated as confidential records. Such forms and information are disclosed and disposed of according to applicable federal and state law and regulations.

**Employment and Income Verifications**

It is Capstone’s policy to protect the privacy of each Associate. Organizations that wish to verify the employment of a Capstone current or past Associate will use an automated external employment verification service designated by Capstone. Capstone uses The Work Number (1-800-367-5690) to provide automated employment and income verification on our associates. The individual Associate is responsible for authorizing the release of this information to the verifying organization. All employment and income verification requests must use this automated service. Capstone will provide Federal, State and local government agencies any Associate information required by law.

**Employment Classifications**

*Regular (full-time)*

Associates who are not classified as temporary, and scheduled to work 30 hours or more.

Associates are eligible for benefits subject to the terms, conditions and limitations of each benefit program.

*Regular (part-time)*

Associates who are not classified as temporary and scheduled to work less than 30 hours per week.

**Determining Eligibility Status for Benefits**

Associate’s status for benefits eligibility will be determined utilizing methods that comply with the Affordable Care Act and other applicable laws and regulations. Associates should refer to the relevant plan documents for additional information.

**Employment Eligibility Verification (Form I-9)**

Capstone complies with all federal and state immigration laws and regulations and is committed to providing a workplace free from discrimination, including any discrimination based on national origin or citizenship status.

All new Associates must complete and sign Section One of federal Form I-9 at the time of hire. Capstone also provides Associates with a Spanish version of Form I-9, upon request, for translation purposes only; all Associates must fill out the English version of Form I-9.

Associates must provide Capstone with documentation of identity and employment eligibility to complete form I-9 within three business days after their employment begins. If Associates fail to produce required documents within three business days of the date employment begins, they are subject to termination.
Capstone also participates in E-verify to verify employment eligibility of all new Associates upon completion of the Form I-9 process. If Associates' Form I-9 information does not match government records, Capstone will provide Associates with information about how to contest the mismatch (including a written notice that is issued by E-Verify). Capstone also provides Associates with a full and fair opportunity to contest a mismatch between their Form I-9 information and government records. Capstone does not interpret initial mismatches as evidence that Associates are not authorized to work in the United States, nor does Capstone take any adverse action against Associates while they are contesting a mismatch. If Associates decide not to contest mismatches or are ultimately unable to resolve mismatches, they are subject to termination.

**Equal Employment Opportunity**

Capstone is an Equal Employment Opportunity employer committed to providing equal opportunity in all of our employment practices, including selection, hiring, assignment, re-assignment, promotion, transfer, compensation, discipline, and termination. The Company prohibits discrimination, harassment, and retaliation in employment based on race, color, religion, genetic information, national origin, sex (including same sex), pregnancy, childbirth, or related medical conditions, age, disability or handicap, citizenship status, service member status, or any other category protected by federal, state or local law. Violation of this policy will result in disciplinary action, up to and including immediate termination. Please see the legal postings on the bulletin board for a full list of the protected EEO categories in the state where you work.

**Minimum Employment Age**

The minimum age for employment at Capstone will be 18 years of age. No one will be hired unless they have attained the age of 18 on or before their hire date.

**Open Door Policy**

Capstone is committed to providing the best possible working environment for its Associates. We use an open door policy to give you a frank and open atmosphere where questions, problems and suggestions are answered quickly and accurately. We urge you to take action as soon as possible of a particular incident and suggest the following steps for addressing problem issues:

**Step 1:** Tell your manager. During this discussion, the Associate should feel free to “lay their cards on the table.”

The manager should listen in a friendly and courteous manner because it is the manager's desire to understand and aid in solving problems which arise in an Associate's work. Generally, this first step should result in the problem being solved.

**Step 2:** If the Associate and his/her manager are not able to resolve the situation, the Associate is to be afforded the opportunity to discuss the problem with the next level of management. The management Associate should obtain all the facts and endeavor to settle the problem in a fair and equitable manner.

**Step 3:** If the Associate and management are unable to resolve the situation, the Associate is afforded the opportunity to discuss the problem with the next level of management.

**Step 4:** If the Associate is still not satisfied, he/she will be given the opportunity to discuss the problem with a Human Resources representative.

An Associate’s concern may be such that he/she prefers to discuss it directly with a representative of the Human Resources. The representative of the Human Resources will assess the situation and will work with the Associate's department or site to determine the appropriate action to be taken.

Contact the Speak Up Hotline at 855-607-8699.
Outside Employment

Associates are permitted to engage in outside work or hold other jobs, subject to the restrictions outlined below.

Activities and conduct away from the job must not compete, conflict with or compromise the interests of Capstone or adversely affect job performance and the ability to fulfill all responsibilities to Capstone.

Associates are cautioned to consider carefully the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, it must be discontinued, and, if necessary, disciplinary action may result, up to and including termination.

Associates are prohibited from working for an organization that does a significant amount of business with Capstone, such as major contractors, suppliers and Partners.

Associates who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of PTO or vacation will result in disciplinary action, up to and including termination.

Self Reporting of Criminal Charges

All Associates are required to report to Human Resources at 678-681-7919 (“Self Report”) when they have been arrested, convicted, plead guilty or nolo contendere, or have agreed to enter into a pretrial diversion or similar program in connection with a prosecution on criminal charges involving:

(1) any felony criminal charges; or
(2) any misdemeanor criminal charges involving:
   - Violence
   - Illegal Substances
   - Sexually related conduct
   - Dishonesty
   - Breach of trust
   - Fraud or
   - Financial crimes

Associates must Self-Report within twenty-four (24) hours of their arrest on any of these charges. Associates will not be terminated based solely on their compliance with this policy. However, Associates remain subject to appropriate disciplinary action including suspension, up to and including termination of employment, pursuant to applicable Company policy based upon their conduct giving rise to the criminal charges.

Failure to Self-Report as required by this policy may result in disciplinary action, up to and including termination.

WORKPLACE

Associate Relationships

The existence of romantic involvement between two Associates or an Associate and a Partner may distract other Associates and Partners, or cause morale problems. For this reason, Capstone discourages any romantic relationships amongst its Associates or Partners. If Associates do date co-Associates or Partners, they should take care not to allow the off-duty relationship to affect their work, or other Capstone business. Managers and Supervisors are prohibited from dating subordinate Associates.
**Dress Code**

Capstone expects Associates to present a professional image to the public, clients, customers and co-workers. While dress and grooming standards can vary depending on the type of work and level of public/client/customer contact, Capstone expects all Associates to use good judgment and maintain a neat, clean appearance. Associates who have questions about dress or grooming standards should ask their manager for clarification. Managers can specify additional or alternative dress and grooming standards based on their department's business needs and health or safety concerns. Clothing, accessories or tattoos that display offensive images or language are strictly prohibited.

**Safety**

Associates' clothing, footwear, hairstyle, jewelry or other accessories and body piercings can be further restricted based on health and safety concerns. For example, Associates working with machinery may be required to cover their hair, remove jewelry and body piercings and wear long pants, sturdy shoes and protective equipment.

**Production Associates**

Appropriate dress code /Appearance Includes:

Appropriate seasonal pants, Capstone logo shirt, and over the ankle safety toe boots (safety toe covers both composite and steel toe and it must meet ASTM standards).

Inappropriate attire or appearance includes:

- Leggings, jogging or sweat suits.
- Oversized shirts, tank tops, or shorts.
- Sundresses, tank tops, Capri pants (or pedal pushers) or other trendy wear including, exceptionally short dresses/skirts or crop tops.
- Clothing made of leather or spandex.
- Any clothing item displaying an offensive comment or graphic illustration.
- Clothing bearing offensive odor.
- Jewelry (or other objects of personal expression, such as visible tattoos) that is distracting, large, or represents an unprofessional image as determined by Capstone, such as large chains, facial jewelry, such as nose rings, etc.
- Dirty, ragged, un-groomed, sexually provocative, revealing, see through clothing, or appearance.
- Hair longer than collar-length must be tied in a ponytail or otherwise reasonably controlled.

If any Associate reports to work in questionable attire or appearance, a notification and/or discussion will occur with the Associate to advise and counsel them regarding the inappropriateness of the attire. Depending upon the circumstance, the Associate may also be sent home and directed to return to work in proper attire. Any work time lost will be unpaid and the Associate may be expected to make up the lost time. Continued or frequent departures from these guidelines will not be permitted, and Associates who appear for work inappropriately dressed or groomed may be disciplined, up to and including termination.

**Employment of Family Members**

Members of your immediate family will be considered for employment on the basis of their qualifications. However, your immediate family or significant other may not be hired if it would:

- Create a Supervisor/Subordinate relationship with a family member or significant other which would have the potential for creating an adverse impact on work performance
- Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when hiring, assigning, or promoting an Associate.
For purposes of this policy, your immediate family includes: Mother, Father, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepchild, stepparent, grandparents or significant other.

**Inclement Weather**

Field Associate expectations:
If a Capstone Partner facility remains open on an inclement weather day, Associates who report to work will receive normal pay for the day, i.e. exempt staff will receive regular salary, hourly Associates will be paid at their base rate and production Associates will be guaranteed minimum wage. If an Associate elects not to work on a facility open day, the Associate may elect to 1) use paid time off for the missed day or, 2) the Associate will not be paid for the day.

**No Solicitation/Distribution**

In order to prevent disruption in the operation of our business, the Company has adopted the following policy:

Company policy restricts solicitation or distribution as follows:

All forms of solicitation or distribution of literature and/or commodities by Associates is prohibited during the working time of any Associate involved directly or indirectly in such solicitation or distribution. In addition, Associates not on working time may not approach Associates who are on working time for the purpose of distributing literature or solicitation. Working time does not include break periods, meal times, or other periods during the workday when Associates are not engaged in performing their work tasks. Furthermore, distribution of literature and/or commodities by Associates is prohibited at any time in any work area. All unauthorized solicitation or distribution of literature and/or commodities by non-Associates is prohibited at any time on Capstone controlled property. This prohibition includes solicitations by e-mail or by telephonic means. These rules will be strictly enforced. Violations of any of these rules may result in immediate termination.

**Office / Work Hours**

Corporate Office hours for Capstone are Monday–Friday, 8:00 AM – 5:00 PM Eastern Time. Normal working hours are based on an 8-hour workday, which equals a 40-hour work week.

Production Associates work hours will vary by location and work.

**Parking**

Capstone will not assume responsibility for damage or theft to your personal property while using Capstone or our Partners’ parking facilities. We encourage you to lock your personal vehicles and hide all valuables from view.

While working at a Partner location, Associates are expected to park in areas designated for Associate parking. It is the Associate’s responsibility to discuss each Partner’s parking restrictions with the appropriate management.

**Right to Search Associate Property**

To protect the property and safety of our Associates, Partners, and business, Capstone reserves the right, where allowed by law, to conduct or direct a search and/or inspection, without notice, of the premises, Partner-owned vehicles, and/or the contents of any article, container, storage area, desk, locker, or personal property located thereon or therein. Associates have no reasonable expectation of privacy in these areas. Should an Associate be unavailable to grant access, or refuse to grant access to one of these items, Capstone reserves the right to remove a lock or take any other action necessary to gain access to the item. Items discovered in a search may be taken into custody and turned over to the appropriate law enforcement authorities.
**Tobacco Free Workplace**

Capstone complies with all laws and regulations regarding smoking. To protect the safety and welfare of Associates, applicants, Partners, and visitors, smoking and the use of tobacco products is not permitted at any time in Capstone work areas, including Capstone Partner/Partner sites. This includes all forms of tobacco use, including e-cigarettes.

If smoking or the use of tobacco products is allowed outside of the building, tobacco users should be considerate of co-workers, Partners, and members of the public. Help to maintain a clean entryway by depositing cigarettes in appropriate containers, and staying far enough away from doors so that smoke does not blow into the building.

Associates who smoke or use tobacco products must observe the same guidelines as non-smokers for the frequency and length of break periods.

**Visitors in the Workplace**

Because of safety and security reasons, we respectfully ask that you refrain from having visitors in the workplace. Repeated violations may result in disciplinary actions, up to and including termination.
PAYROLL AND TIME KEEPING

Pay Periods and Pay Schedules

The standard workweek is Sunday through Saturday at Capstone locations. The standard workweek begins at 12:00 a.m. on Sunday morning and ends at 11:59 p.m. on Saturday night. Any locations that are not on this schedule will be discussed with Associates upon hire.

Pay periods for Production and Operational Hourly Associates cover a one-week period. Capstone offers direct deposit or pay cards to all Associates. Associates are encouraged to create an Employee Self-Service account with ADP Payroll Services to manage their personal information such as address, tax elections, bank information and immediate access to W-2 at year end. Enrollment instructions may be requested from your Manager.

Set up for ADP ESS (Employee-Self-Service)

You must use Internet Explorer as your web browser

https://portal.adp.com

Follow these directions:

1. Click “First Time User Register Here”
2. Click “Register Now”
3. Next, enter your Registration Pass Code which can be provided by your Manager
4. Enter your name exactly as it appears on your pay statement, social security number and birth month and day. Then click “Next”
5. Enter your personal email address and click “Next”
6. Enter your place of birth and select two security questions and provide answers. Then click “next”
7. Write down your User ID and create a private password. Keep this information in a secure place. If you forget your User ID, you can find it in an email that will be sent to your personal email address.

Time Reporting

Production and Hourly (non-exempt) Associates should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

Tampering, altering, falsifying time records or recording time on or for another Associate’s time record may result in disciplinary action, up to and including termination.

Production and Hourly (non-exempt) Associates should report to work no earlier than fifteen (15) minutes prior to their scheduled starting time and stay no later than fifteen (15) minutes after their scheduled stop time without prior authorization from their supervisor.

A work hour is any hour of the day that is worked and should be recorded to the nearest minute.

Sign In and Out Procedures

All Associates are required to report to the Shift Supervisor for clocking in and out on a daily basis and are required to sign the daily entries to approve time. If the daily entries do not accurately reflect all hours worked, the Associate must report any additional unrecorded time so that it may be added to the Associate’s hours worked and so that the Associate may be compensated for all hours worked.
If an Associate is working, they must be clocked in. Associates may not work off the clock. If an Associate works off the clock, the Associate must report the unrecorded hours to the Company so that they may be added to the Associate’s hours worked and so that the Associate may be compensated for all hours worked. No manager or supervisor is authorized to instruct an Associate to work off the clock. Associates should immediately report any manager’s or supervisor’s instruction to work off the clock to the Speak Up Hotline at 855-607-8699.

**Break Procedures**

Full-time production and operational hourly Associates are provided with one meal period each workday, unless otherwise required by applicable law. Supervisors will schedule meal periods to accommodate operating requirements and in accordance with all applicable laws. Associates will be relieved of all active responsibilities and will not be compensated for that time. Unpaid breaks are twenty (20) minutes or more in length. Associates must check with their supervisors prior to taking a break of twenty (20) minutes or longer to be sure we will be able to accommodate our Partner in his/her absence. It is the responsibility of the Associate to “clock out and clock in” for all unpaid breaks.

When an Associate is on an unpaid break, the Associate is not available to work. The Associate must be clocked out when they leave for break; clocked in when they return from break. Any other time taken between loads is considered wait time and will generally be paid.

However, if the warehouse shuts down for a period of time that is more than thirty (30) minutes (i.e. break time), Associates will be relieved of all work duties and will be free to use the time however they wish. Associates must clock out for such break times, and clock back in when they return to work. An Associate cannot work during that time unless they are on the clock.

**Late Loads**

Late load wait times longer than two hours may be clocked out if the Associate is told exactly what time to return and the Associate has the ability to leave the premises and return.

Associate wait time will be paid according to Capstone’s Time and Attendance Procedures which can be found on the Capstone Intranet.

**Overtime**

Overtime is defined as hours worked by a non-exempt Associate in excess of forty (40) hours in a workweek and should be recorded to the nearest minute. Overtime must be approved in advance by the manager to whom the Associate reports; if not, an Associate is not authorized to work the overtime.

Although Associates are normally scheduled to work forty (40) hours or fewer in a workweek, overtime payments do not commence until the Associate exceeds 40 hours in a workweek, unless otherwise required by applicable law. Part-time Associates who work more than forty (40) hours in a workweek are eligible for overtime pay.

**Overtime Approval**: Associates who anticipate the need for overtime to complete the week’s work must notify the supervisor in advance and obtain approval prior to working hours that extend beyond their normal schedule. No overtime shall be worked unless specifically requested and approved by management.

**Mandatory overtime**: During busy periods, Capstone Associates may be required to work extended hours with management approval.

**Consequences of unauthorized overtime**: Associates who fail to obtain approval prior to working hours that extend beyond their normal 40-hour workweek (or 8-hour day in State of California) will be paid for all hours actually worked and compensated at an overtime premium of one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. However, Associates who work unauthorized overtime will be subject to disciplinary action, up to and including termination.
**Calculation of overtime premium pay:** Associates will be paid one and one-half times their regular rate of pay for all hours worked over 40 in a workweek, in accordance with all applicable laws. Most Associates are paid according to their production, as opposed to an hourly rate. For such Associates, the regular rate of pay is calculated by dividing the Associate’s total compensation by their total hours worked for the workweek in question. As a result, the Associate’s regular rate of pay will fluctuate, and will generally be higher in workweeks where the Associate works fewer hours and lower in workweeks where the Associate works more hours. However, in no case will the Associate’s regular rate of pay be less than the applicable minimum wage. Because the Associate’s regular rate compensates the Associate at straight time for all hours worked, the Associate will receive an overtime premium of one-half times the regular rate for all hours worked over 40 in a workweek.

**Garnishments**

Capstone will comply with applicable law concerning garnishments.

**Loans and Pay Advances**

It is the policy of Capstone not to offer loans or pay advances to any Associates regardless of the reason.

**Associate Referral Program**

All Associates are eligible to participate in the program. The following rules and conditions apply:

- An Associate can only be referred one time
- Promotions or transfers are not considered to be referrals
- All requests must be submitted to Payroll within thirty (30) days of the referred Associate’s hire date
- Management can only refer other management Associates that are not a direct report
- Referrals will not be paid out on rehires

**Referring a Production Associate:**

After ninety (90) days of continuous employment, the referring Associate will receive $100.

**Referring a Supervisor level or above Associate:**

After six (6) months of continuous employment, the referring Associate will receive $1000.

Payment of Referral Bonuses will be made within thirty (30) days after all requirements have been met.
GENERAL POLICIES

Attendance Policy

Purpose of the Capstone Logistics Attendance Policy

Capstone Logistics is committed to providing a first-class work environment for its associates as well as, superior partner service. In order to provide such service, Capstone depends on all Associates to adhere to the Attendance Policy. The following policy will define the expectations in regard to Associate attendance. It is the Associate’s responsibility to notify their Capstone Logistics Manager or Supervisor, as soon as possible, in advance of the anticipated tardiness or absence. It is the responsibility of site management to properly document and record all attendance issues.

This policy details the requirement for warehouse associates and all other non-managerial associates at all sites. The following policy describes an attendance point structure; including limits and actions taken for excessive tardiness or absenteeism.

Although employment with Capstone Logistics is based on mutual consent and both the Associate and Capstone have the right to terminate employment at will, with or without reason or advance notice, Capstone Logistics may use coaching and discipline at its discretion.

Definitions:

1) **Excused absence/ reporting late/ leaving early**: Associate must be granted approval from the Site Manager twenty-four (24) hours before start of assigned shift. No points will be assigned for a scheduled, approved absence. However, excessive requests or a pattern of such behavior may result in disciplinary action.
2) **Call-in absence**: Associate calls in an expected absence thirty (30) minutes or more before shift start-up. Site Manager or member of supervision must receive call. The Site Manager will control call-in absences and any Associate abuse. Call-in absences will result in ½ point being assigned. Excessive call-in absences will result in further disciplinary action; see point #7.
3) **Unexcused absence**: Associate calls in an expected absence but the call is made less than thirty minutes prior to shift start-up. This is an Unexcused Absence and will result in one (1) point being assigned and receive a documented verbal warning.
4) **Unexcused absence/Call after shift starts**: Associate calls in an expected absence but the call is received after the start of the shift. This Unexcused absence will result in two (2) points being assigned and will receive a written warning
5) **No-Call/No-Show**: Site management was not contacted by the Associate and advised of an expected absence before shift start-up within four hours after shift start-up. Each “no-call/no-show” will result in four (4) points, a written warning and a 2 day suspension. ***A second no-call/no show in a rolling twelve (12) month period will be considered job abandonment and result in termination.
6) **Late**: Associate arrives after assigned time, ½ point will be assigned. Excessive incidents of tardiness will result in further disciplinary action; see point #7.
7) **Excessive Violations**: Excessive call-in absences and / or incidents of tardiness will result in additional disciplinary action - Three (3) or more such violations in any rolling 4-week period will result in an additional three (3) points being assigned.
8) **Leaving without notification**: Will be considered job abandonment and first offence will result in termination.
9) **Point accumulation**: Five (5) points within a rolling twelve-month period results in termination.
10) **Suspension**: A period of one (1) or more days in which an Associate cannot report to work as a result of attendance issues. Suspensions for attendance violations are unpaid.
11) **Early release**: A Site Manager or Supervisor may release Associates early, or instruct them not to report to their shift when a diminished workload reduces the work requirement. No points will accumulate against the Associate in this case.
Description of Actions:

The following limits are established with corresponding corrective actions that will be taken in the event of non-compliance. All Site Managers will maintain attendance records in a single file in the site office and shall be readily available for audit by the Director of Operations, an OpEx Auditor or their appointee.

An Associate is required to call in every day that they are absent if they have not already previously informed their supervisor of the exact days they will be out. Any Associate who is absent from work for two (2) scheduled consecutive workdays without personally contacting their manager or supervisor will be considered a voluntary resignation without notice. His/her employment will then be documented as Job Abandonment - No Call No Show.

Excused Absences: - Excused absences are granted at the Site Manager’s discretion.

Disciplinary Process:

1) Site Manager will document all absences resulting in an accumulation of points on the Attendance Tracker form/screen.
2) 1 point in a rolling twelve (12) month period will require a documented verbal warning to the Associate indicating the point accrual and a review of the attendance policy.
3) Two (2) points will result in a written warning to the Associate indicating the point accrual and a review of the attendance policy.
4) Three (3) points in a rolling twelve-month period will result in a written warning. The warning will state that the Associate is in danger of further disciplinary action, up to and including termination if the incidents continue.
5) Four (4) points in a rolling twelve-month period will result in final written warning and a two (2) day suspension from the normal working shift.
6) Upon receiving the fifth (5th) point the Associate will be terminated for violation of the Attendance Policy.
7) Associates who demonstrate excellent attendance practices will be eligible for a reduction in points. Excellent attendance is forty-five (45) consecutive days without accumulating any points or portion of a point. An Associate who works forty-five (45) days without any point accumulation will have one (1) point removed from their record. Associates cannot accrue negative balances on points.
8) Any written notices referenced in this process will be reviewed by the Associate, signed and dated by the Associate, and retained in the Associate’s file.

Additional Consideration:

- For Associates who have PTO or vacation, these requests must be submitted and approved prior to the Associate's assigned start time, as per the vacation/PTO policy. Vacation/PTO will not be granted after the assigned shift start time.
- The Site Manager will request a doctor’s excuse for an absence due to illness of two (2) or more consecutive days.

Approved Time Off Without Pay:

It will be at the Site Manager’s discretion to allow time off without pay. The time off may not include time off for a worker’s compensation claim or FMLA.

- The days will not count as absences
- Time off must be requested at least one week in advance
- Time off may be denied based on attendance, client’s service needs, or Capstone Logistics’ business needs

Management reserves the right to make changes to this policy as deemed necessary.
**Cash Handling Policy**

Capstone entrusts certain Associates with the handling of company assets, such as cash and checks. Any Capstone position that will be responsible for the collection or distribution of cash, making charges to a company credit card or credit account will be subject to an investigative consumer report.

Each Associate that is allowed to make financial decisions that will affect Capstone or collect money on behalf of Capstone is expected to follow procedures created to protect Capstone.

Failure to follow Cash Handling Procedures, secure and make daily deposits into a Capstone bank account or conducting fraudulent charges on any Capstone line of credit will be grounds for disciplinary action, up to and including termination.

**Cash Handling Procedures**

This is standard operating procedure for cash handling at Capstone.

- Lead, supervisor, or manager will receive money (cash or check) from truck drivers for services rendered.
- Each lead or supervisor collecting money during the shift is responsible for its safe keeping.
- If no management is on site at the end of the shift all receipts and money are to be placed in the safe.
- At the completion of a shift the site manager will count the money by dock with the lead/supervisor present to verify the count as correct. This is repeated for every lead/supervisor at the site. A lead/supervisor must not leave the site until their money has been verified with the manager.
- The Manager will prepare the money for the deposit.
- Bank deposits are to be made daily and logged on the Capstone Intranet daily.

Making the bank deposit:

- Bank deposits are expected to be made daily and posted daily on Capstone Intranet
- When posting your deposit on Capstone Intranet ALWAYS post what your deposit receipt states. Post the correct amount and deposit date.
- List your site number and site name on your deposit ticket
- Take the yellow copy of the deposit ticket with you to verify it against the receipt you receive from the bank.
- Money collected for a shortage from a previous day, previous week or for a returned check is to be made as a separate deposit.

Failure to follow these procedures or falsifying the amount of deposit made in the Capstone Intranet will be cause for disciplinary action, up to and including termination.

**Company Property and Product Damages**

1. Damage to Property: We have made a significant investment in our facilities and equipment to better serve our partners and to make your job easier. Deliberate reckless or careless damage to the Company’s or our partners’ property will not be tolerated. If appropriate, damage to property will be reported to law enforcement agencies.

2. Damages to Product: The Company holds the right to require reimbursement from any Associate for damages done to client or Company property or product through payroll deduction, to the extent allowed by State and Federal law.

In the event of an Associate’s separation of employment from Capstone, the Associate agrees to return all property/equipment in good condition and without damage.

Execution of this policy is at the discretion of Capstone Logistics LLC Management.
Computer and Electronic Devices

Capstone requires an Internal and Electronic Communication Policy to accomplish its business objectives in a secure and timely manner. Instituting such a policy demonstrates the commitment Capstone has to safeguard corporate information and assets. That commitment must extend from every individual involved in business operations. Computers, computer files, the e-mail system, and software furnished to Associates are the property of Capstone and are intended for business use. Associates should not use an unauthorized password, access a file, or retrieve any stored communication without authorization.

All data on information systems at Capstone is classified as proprietary information, including the Capstone Intranet System.

All data stored on Associates personal devices - otherwise known as BYOD-(Bring Your Own Device) will adhere to the Internal and Electronic Communication Policy.

Any attempt to circumvent Capstone security controls on Capstone assets or BYOD devices is strictly prohibited.

Unauthorized use, destruction, modification, and/or distribution of Capstone information or information systems is strictly prohibited.

Associates may only use software in accordance with the applicable software license agreement. Capstone prohibits the illegal duplication of software and its related documentation.

All Capstone information systems will be subject to monitoring and auditing at all times. Users acknowledge that they have no expectation of privacy with regard to their activity on Capstone information systems.

Capstone strives to maintain a workplace that is free of harassment and sensitive to the diversity of its Associates. Therefore, Capstone prohibits the use of computers and the e-mail system in ways that are discriminatory, harassing, defamatory, or otherwise prohibited by federal or state law. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed.

Associates should notify their immediate supervisor, the IT Department, a member of management or our Speak Up Hotline at 855-607-8699 upon learning of violations of Capstone’s policy. Associates who violate this policy will be subject to disciplinary action, up to and including termination.

E-mail accounts are provided to eligible Associates of Capstone to conduct work-related activities.

All e-mail on the Capstone information systems, including personal e-mail, is the property of Capstone. This includes email and company data stored on company issued devices or Associate owned devices. As such, all e-mail can and may be periodically monitored. E-Mail is archived and stored for a period of 7 years.

Capstone discourages/prohibits the downloading of software from the Internet because of significant risk of infecting Capstone systems with a virus and the unreliability of such downloaded software. All Capstone information systems will be subject to periodic inventory and inspection for compliance. Applications which were not authorized will be removed from Capstone assets. BYOD’s found to contain infected/unauthorized applications will be blocked from Capstone Network access until the issue can be resolved.

While at work either in an office or within our Customers/Partners’ locations, Associates are expected to exercise the same discretion in using personal cellular phones as is expected for the use of land line phones. Excessive personal calls/ text messaging/ instant messaging during the workday, regardless of the device used, can interfere with an Associate’s productivity and can be distracting to others. We ask that you limit personal calls during work time to emergency situations only. Capstone will not be liable for the loss of personal cellular phones brought into the workplace.

The following devices are prohibited in accordance with Customer/Partner policies and apply to any Associate working on the property of any of our Partners: MP3 players, including IPod’s, cellular phone earpiece/hands...
free device, including Bluetooth, or portable speakers, any type of recording equipment including audio, video and digital.

Associates working in the Corporate Office are not prohibited from using the devices mentioned above as long as their use does not cause distraction to themselves or to others. The prohibiting of the use of these devices is at Management’s discretion. The use of streaming audio (internet radio stations) is prohibited.

Where job or business needs demand immediate access to an Associate, Capstone may issue a company-owned cell phone and or blackberry to an Associate for work-related communications. Associates are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time upon request, the Associate may be asked to produce the phone and or Blackberry for return or inspection. Capstone reserves the right to monitor devices that have access to company data.

Associates whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use are expected to refrain from using their phone while driving. States are now making illegal the use of cell phone devices without certain approved equipment, Capstone is not responsible for any violations of these laws while performing business duties. Associates are required to pull off to the side of the road and safely stop the vehicle before placing or accepting a call.

**Confidentiality and Inventions**

This policy summarizes an Associate’s responsibilities as they relate to confidentiality and inventions. The objective of the policy is to further the interests of Capstone and to permit Capstone to comply with its obligations, including those to its licensors and actual and prospective Customers/Partners and others to whom Capstone may have similar obligations regarding confidentiality and inventions.

**Confidentiality**

Capstone Customers/Partners and other parties with whom Capstone does business entrust Associates of Capstone Logistics with important information relating to their businesses. It is Capstone’s policy that all information considered confidential will not be disclosed to external parties or to Associates without a “need to know.” If there is a question of whether certain information is considered confidential, the Associate should first check with his/her immediate supervisor. This policy is intended to alert Associates to the need for discretion with respect to confidential and proprietary business information, and is not intended to inhibit normal business communications.

**Inventions**

By accepting employment, an Associate agrees that Capstone will own inventions which, in its opinion:

1. Are made/developed on Company time or with Company assets
2. Relate to Capstone’s business
3. Are required to meet its obligations
4. Research and development is funded by Capstone

The Associate will assist Capstone in perfecting and protecting its title to these inventions/intellectual properties.

Associates often have access to confidential, secret and proprietary information and must use and/or disclose information learned or acquired through their association with Capstone only for the performance of their jobs.

Particular care must be taken to keep confidential any information of possible value to competitors or potentially damaging to Customers/Partners and their competitors, or information received under an express or implied secrecy obligation or information received from third parties.
Confidential information acquired in the course of employment cannot be used for individual benefit. Access to confidential information does not carry with it personal benefit or advantage, but imposes an obligation to keep such information confidential and to use it solely in the interest of Capstone.

**Harassment and Discrimination Policy**

Capstone is committed to providing a workplace free of unlawful harassment. This includes not only sexual harassment, but also harassment based on race, color, religion, national origin, age, disability, marital status, veteran status, or any other status protected by law. Capstone will not tolerate harassment of Associates by managers, supervisors, co-workers or non-associates. Similarly, Capstone will not tolerate harassment by its Associates of non-associates with whom Company Associates have a business, service, or professional relationship.

Such conduct constitutes harassment when:

1) submission to the conduct is made either an explicit or implicit condition of employment;
2) submission to or rejection of the conduct is used as the basis for an employment decision;
3) threats of adverse employment action are made against an Associate for rejecting or opposing such conduct; or
4) the harassment interferes with an Associate’s work performance or creates an intimidating, hostile, or offensive work environment.

**Examples of Harassment including Sexual Harassment**

Examples of the types of unwelcome conduct that is prohibited by this policy include, but are not limited to, the following:

- Touching, such as rubbing or massaging someone’s neck or shoulders, stroking someone’s hair, or brushing it against another’s body.
- Sexually suggestive touching.
- Grabbing, groping, kissing, fondling.
- Violating someone’s “personal space” in a suggestive or threatening manner.
- Suggestive whistling.
- Lewd, off-color, sexually oriented comments or jokes.
- Foul or obscene language.
- Leering, staring, stalking.
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons.
- Unwanted or offensive letters or poems.
- Sitting or gesturing in a sexually suggestive manner.
- Offensive E-mail, voice-mail or text messages.
- Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one’s sex life, body or sexual activities, deficiencies, or prowess.
- Questions about another’s sex life or experiences.
- Repeated requests for dates.
- Sexual favor in return for employment rewards, or threats if sexual favors are not provided.
- Sexual assault or rape.

**Handling Harassment Complaints**

Any Associate who experiences or observes any job-related harassment based on sex, race, national origin, religion, disability, or other factor, or believes that they or another Associate have been treated in an unlawful, discriminatory manner, must promptly report the incident to their Site Manager, Directors, Human Resources Department (678-681-7919) or our Speak Up Hotline at 855-607-8699. All incidents of alleged harassment
should be reported, including those that occur outside of a Company facility, during off hours, or where the alleged offender is a supervisor, coworker, or even a non-associate. If the alleged harassment occurs at a time outside of normal business hours, the Associate should file a complaint as early as practicable on the first business day following the alleged incident.

The company takes complaints of harassment seriously. Please note that there is no need to follow any formal chain of command when filing a complaint, and an Associate is free to bypass anyone in his or her direct chain of command and file a complaint or discuss or express any issue of concern with the Human Resources Department at any time. No Associate will be retaliated against for reporting what he or she believes to be a “bona fide” incident of harassment.

Capstone will thoroughly and promptly investigate all claims of harassment, and if an investigation confirms that harassment has occurred, Capstone will take appropriate corrective action.

If Capstone determines, after investigating a complaint of harassment or unlawful discrimination, that the complaint is not “bona fide” and was not made in good faith or that an Associate has provided false information regarding the complaint, corrective action may be taken against the individual who filed the complaint or gave false information.

If you feel that Capstone has not met its obligation under the policy, you should use the Speak Up Hotline at 855-607-8699.

**Religious Accommodation Policy**

Capstone respects the sincerely-held religious beliefs and practices of all Associates and will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on Capstone’s business.

An Associate whose religious beliefs or practices conflicts with his/her job, work schedule, or with Capstone’s policy or practice on dress and appearance, or with other aspects of employment and who seeks a religious accommodation must contact the Human Resources Department (678-681-7919).

The Human Resources Department will evaluate the request considering whether a work conflict exists due to a sincerely held religious belief or practice and whether an accommodation is available which is reasonable and which would not create an undue hardship on Capstone’s business. An accommodation may be a change in job, using paid leave or leave without pay, allowing an exception to the dress and appearance code which does not impact safety or uniform requirements, or for other aspects of employment.

**Reasonable Accommodations / Modified Job Duties Policy**

To assist our Associates who are or become disabled, who suffer on-the-job injuries, or who have known limitations due to pregnancy, childbirth, or a related condition, we will make reasonable accommodations to enable such Associates to continue performing the essential functions of their jobs. Consistent with this policy, we may modify job duties to comply with medical requirements or restrictions. Other accommodations, such as modification of work hours, more frequent breaks, seating accommodations, limits on lifting, relocation of a work area, providing mechanical or electrical aids, transfer to a less strenuous or less hazardous position, and/or allowing you to apply for a vacant position for which you are qualified or granting a leave of absence may be appropriate, depending upon specific facts and circumstances of individual situations.

Obviously, there are limits to the accommodations which we can realistically make. For example, where an accommodation would cause an undue hardship to Capstone, we would be unable to make the particular accommodation. Similarly, when placing an Associate in a position, with or without accommodation, which would cause the Associate to be a direct threat to the Associate or others, we may be unable to place them in a particular position.

If you need to request a reasonable accommodation because of a disability, on-the-job injury or limitations due to pregnancy, childbirth, or a related condition, please notify the Human Resources Department. We will discuss
the matter with you, investigate your request, and to the extent possible, attempt to reasonably accommodate you.

Any Associate who has questions or concerns about reasonable accommodations in the workplace, is encouraged to report these issues to the attention of the Human Resources Department. You can raise concerns and make reports and/or requests without fear of reprisal. Anyone who retaliates against any Associate for reporting concerns or making accommodation requests will be subject to discipline, up to and including immediate termination.

**Lactation Break**

Capstone will provide a reasonable amount of break time to accommodate a female Associate’s need to express breast milk for her infant child up to one (1) year of age. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt Associates should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with state law. Capstone will also make a reasonable effort to provide the Associate with the use of a room or other location in close proximity to the Associate’s work area, for the staff member to express milk in private.

**Social Media and Social Networking Policy**

Capstone Associates’ use of social media is subject to the following guidelines. Social media includes any external and company-hosted online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Google+, Digg, Flickr, Twitter, LinkedIn, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of these guidelines.

Capstone respects the rights of all Associates to use social media. However, because communications by Associates on social media could, in certain situations, negatively impact business operations, customer relations, or create legal liabilities, it is necessary for Capstone to provide guidelines and applicable policies.

In addition to ensuring that the uses of social media do not create any legal liabilities, these guidelines are intended to ensure users understand the types of egregious conduct that are prohibited. These guidelines will not be interpreted or applied so as to interfere with the protected rights of users, individually or collectively, to discuss or share information related to their wages, benefits, and/or terms of employment amongst themselves or with outside parties.

Associates engaging in use of social media are subject to all of Capstone’s policies and procedures, including, but not limited to, Capstone’s policies regarding: (1) representing the company, (2) protecting Capstone’s confidential information; (3) safeguarding Capstone’s property; (4) prohibiting unlawful discrimination and harassment; and (5) governing the use of Capstone computers, telephone systems, and other electronic and communication systems owned or provided by the company.

Associates must comply with the following guidelines when using social media:

- Associates are prohibited from using social media to post or to display comments about co-workers, customers, vendors, suppliers, and members of management that are obscene, physically threatening or intimidating, or constitutes a violation of the company’s workplace policies against discrimination, or harassment, based on age, race, religion, sex, ethnicity, nationality, disability, or other status protected by law.
- Associates are prohibited from using Capstone trademarks or logos in a manner that would mislead or confuse the public or customers regarding product quality, intentionally damage Capstone’s goodwill associated with the trademarks or logos, or unlawfully interfere with Capstone’s ability to effectively use trademarks or logos in its business operations. This prohibition does not apply to any Associate concern involving wages, benefits, and/or conditions of employment.
- Associates are prohibited from posting or displaying content that is an intentional public attack on the quality of Capstone’s services in a manner that a reasonable person would perceive as calculated to
harm Capstone’s business and reduce its income and is unrelated to any Associate concern involving wages, benefits, and conditions of employment.

- Associates are prohibited from using or disclosing proprietary or confidential information.
- When content regarding a Capstone product or service could be relied on by the public or customers, users should indicate that their views are their own and do not reflect the views of Capstone.
- Unless authorized and approved by Capstone, Associates are prohibited from disclosing or publishing any promotional content.
- Associates are prohibited from engaging in activities that involve the use of social media that violate other established Capstone policies or procedures.
- Associates are prohibited from listing their own or any other users’ Capstone e-mail address or telephone number unless the listing of such information is solely for company business or has been authorized by Capstone.
- Users are prohibited from using social media while on work time, which is the time they are engaged in work, unless it is being done for company business and with the authorization of their supervisor.

Violations of these guidelines may result in corrective action, up to and including termination. If you have any questions about these guidelines, contact your supervisor or the Speak Up Hotline at (855) 607-8699.

Users should know that the company has the right to and will monitor the use of its computer, telephone, and other equipment and systems, and may monitor any publicly accessible social media. Users should have no expectation of privacy while using online social media and company hosted intranet sites. Users should understand that any information created, transmitted, downloaded, exchanged or discussed on publicly accessible online social media and company hosted intranet sites may be accessed by the company at any time without prior notice. This is particularly true in cases involving the use of company equipment or systems.

The company prohibits taking negative action against any user for reporting a possible deviation from this policy or for cooperating in an investigation. Any Associate who retaliates against another Associate for reporting a possible deviation or cooperating in an investigation can be subject to discipline, up to and including termination.

The company reserves the right to shut down any company-based online platform/tool or to delete any content from it at any time and at its own discretion.

As the technologies, access and tools for social media continue to expand, the rules for and laws governing social media will also evolve. A good rule of thumb for all users to follow when participating in social media, as well as when using other forms of electronic communications is: Think before you post about what you are about to post and who might see it. There should be no expectation of privacy when participating in social media.

**Company Assets**

The use of Company assets (computers, Internet access, e-mail, etc.) is intended for purposes relevant to the responsibilities assigned to each Associate. Social networking sites are not deemed a requirement for most positions and should not be accessed via Company property.

**Bring Your Own Device (BYOD)**

Capstone may allow you to utilize your own device to access Capstone Email; web portals or network services (Capstone IT Support). Capstone IT reserves the right to download security software on these devices before they can be utilized on the Capstone Logistics network. Capstone may also support this device with remote access software to support the device remotely. If a User/Associate is not willing to allow the security software on a BYOD; the device will not be given access to the Capstone network.
**Substance Abuse Policy**

As a condition of initial and continued employment, Capstone prohibits you from reporting to work or performing your duties with any unlawful drugs or alcohol in your system. You are also prohibited from using, possessing, manufacturing, selling, trading, distributing, or making arrangements or offering to distribute unlawful drugs or alcohol while at work, while performing job duties, off site at training or meetings, on Capstone or Partner property (including personal vehicles onsite), during lunch or breaks, or in Capstone vehicles. Further, Capstone prohibits all unlawful drug use, possession, or distribution, whether on or off duty – drugs can stay in your system and affect work later.

**Occasions for Testing:** To enforce this policy, Capstone may, at any time where lawful, require as a condition of initial or continued employment, any applicant or Associate to submit to a physical examination and/or urine, breath, blood or other type of test to determine the presence of drugs or alcohol in his or her system. In all cases, Capstone conducts pre-employment and re-employment testing for unlawful drugs. The other possible occasions for drug testing include, but are not limited to:

1. When the Company has a reasonable suspicion that you may be affected by drugs or alcohol that could adversely affect job performance or the work environment;
2. When the Company has a reasonable suspicion that you have violated the Drug and Alcohol Policy;
3. When you suffer or contribute to an on-the-job injury or are involved in, or contribute to an accident;
4. When you seek a transfer or promotion, or return from a suspension or leave of absence; or
5. Where permitted by state law, as part of any random program of testing which the Company may implement.

Capstone may conduct alcohol testing when it has a reasonable suspicion that you have violated the Drug and Alcohol Policy, including accidents suggesting carelessness, disregard of safety rules or other conduct indicating a possible violation of the Drug and Alcohol Policy. Any Associate who suspects another Associate of drug or alcohol use, or any violation of this policy, should report it to Human Resources.

**Suspected Abuse:** Any Associate who suspects another Associate of drug or alcohol use, or any violation of this policy, must report it to their supervisor or the Human Resources Department (678-681-7919).

**Medication:** Although the proper use of medication is not prohibited, you should consult with a Company-designated physician, or the Human Resources Department, when you are legitimately taking medication which you have reason to believe may affect safety or performance. Any prescription medication brought onto Capstone or Partner property or taken aboard Capstone vehicles must be retained in its original container labeled with the name(s) of the Associate and the prescribing physician. No Associate may take another person’s medication. The law treats the abuse of prescription medication as unlawful drug use.

**Substances Tested For:** Depending on applicable law, Capstone will generally test for the following substances:

1. Cocaine;
2. Marijuana (THC, cannabinoids);
3. Phencyclidine (PCP, Angel Dust);
4. Amphetamines, including methamphetamines (Crystal Meth); and
5. Opiates, including heroin, codeine and morphine.
For specific details at your location, please contact the Human Resources Department.

**Testing Method and Collection Procedures:** All tests will be performed in a state approved laboratory or on-site to the extent permitted under applicable state law. Positive initial drug tests will be confirmed using GC/MS or some other comparably reliable method. For further details on the testing method and collection procedures, please contact the Human Resources Department.

If a job applicant or Associate has a positive confirmed test result, the Medical Review Officer (MRO) will attempt to contact the applicant or Associate in order to discuss the findings privately and confidentially. The MRO will take any information about the applicant’s or Associate’s use of prescription or over-the-counter medication identified from this confidential conversation into account when interpreting any positive confirmed test results. Job applicants and Associates have the right to consult with the MRO for technical information regarding prescription and non-prescription medicines.

**Consequences of a Positive Test or Violation of this Policy:** Any violation of the rules set forth in this policy will result in immediate termination of current Associates or disqualification of an applicant. These rules include:

1. A test indicating being under the influence of alcohol or the presence of unlawfully used drugs in your system;
2. Refusal to cooperate with Capstone in any test, search or investigation, or failure to execute any paperwork or consent forms necessary for examinations or tests;
3. Possession of, distribution of, or consumption of unlawful or abused drugs, unauthorized alcohol or drug paraphernalia;
4. Tampering with, adulterating, or diluting a test sample; or
5. Unlawful conduct while working. Further, unlawful conduct off duty may result in discipline, up to and including immediate termination of current Associates or disqualification of an applicant.

**Notice and Copy of Results:** All applicants and Associates may obtain a copy of their own drug testing records. Requests should be made to the Human Resources.

Where required, unless state law provides for a more limited time period, Capstone will provide, within thirty (30) days of the test and within seven (7) days of the test result, a copy of the following to an applicant or Associate with a positive test result:

1. A copy of the written Drug and Alcohol Policy;
2. A copy of the result;
3. A notice of the availability of re-testing of the original sample at the individual’s expense; and
4. The anticipated disciplinary action.

**Right to Explain Results:** An applicant or Associate may submit a written statement explaining the test result. To do so, the job applicant or Associate must contact the MRO within seventy-two (72) hours, or as otherwise permitted under state law, after receiving the notification of the positive test result from the MRO. Any such statement will be maintained along with the test result.

**Right to Retest:** Associates and applicants have the right to request that confirmed screenings be retested at the same or another state approved laboratory. Requests for retesting of the original sample must be made to the MRO in writing, and will be at the applicant’s or Associate’s expense, unless otherwise required by law.
Denial of Other Benefits: Associates who refuse to submit to a test, or test positive for alcohol or unlawful drugs may be disqualified for unemployment compensation benefits. Associates who refuse to submit to a test, or test positive for alcohol or unlawful drugs following a workplace injury may be disqualified for workers’ compensation benefits.

Self-Admission: If you want to seek help for drug or alcohol problems prior to being caught in a violation of Capstone’s Drug and Alcohol Policy, or being asked to undergo a test or prior to engaging in misconduct, you may seek information from the Human Resources Department.

Confidentiality: Capstone will keep documentation received in connection with this policy confidential except to the extent that disclosure is requested or consented to in writing by the applicant or Associate, permitted in connection with any legal action, or as otherwise required by applicable state or federal law.

Permissible Consumption: Alcoholic beverages may be available for consumption at certain business-related events, meetings, and social occasions, as well as industry meetings and conferences. The purchase and/or consumption of alcohol at these events does not violate this policy. However, you may not be under the influence of alcohol such that judgment and/or job performance is impaired, offensive and/or unprofessional conduct occurs, or other Capstone policies are violated.

Marijuana: While some states have legalized marijuana for medicinal or state law purposes, Capstone is not required to allow the use of marijuana in the workplace for any reason. Marijuana and its use are strictly prohibited on Capstone or Partner property. Any Associate who fails a drug test for marijuana will be subject to discipline, up to and including termination, unless otherwise limited by applicable state law.

Associates Covered by DOT Requirements: This policy applies to all Associates, including drivers covered by the Department of Transportation’s (DOT) regulations on drugs and alcohol. In addition to this policy, we also comply with the DOT requirements and drivers are subject to the DOT regulations on drugs and alcohol.

Asking for Assistance: Capstone urges any Associate with substance abuse issues to seek help before health, safety and job performance are affected. If you have a dependency on alcohol or drugs, and request treatment, you will be given the opportunity to seek professional treatment so long as the request is made prior to any misconduct. You are expected to comply with all Capstone policies and performance standards.

Associates who have questions or need information on drug or alcohol abuse can contact the following organizations:

- The National Institute on Drug Abuse Hotline: 800-662-HELP (4357);
- Cocaine Addiction Hotline: 800-COCAIN (262-2463); or
- Alcoholics Anonymous: Check www.aa.org for your local chapter.

Travel and Expense Reimbursement Policy

Capstone will reimburse Associates for all necessary and reasonable travel expenses related to the normal conduct of business. To administer uniform guidelines for reimbursement of business related travel, meals, and entertainment expenses, the following policies and procedures have been established. While this policy provides many answers and useful guidance, it cannot address every possible situation. If you have any questions regarding the business nature and/or reimbursement of such expenses, check with your Manager or the Director of Accounting before you commit to spending any funds.
Waiver of Claims against Capstone Logistics’ Partners

Associates understand that their employment by Capstone will involve working at and may involve visiting the facility or premises of Capstone’s partners. This policy is intended to notify Associates that Capstone is required to hold harmless and indemnify any such partner, client or premises/ facility operator with respect to any claim, action or lawsuit by a Capstone Associate arising out of his or her visit or work performed pursuant to the contract Capstone has with its partner or client. Accordingly, this policy notifies Associates that it is a condition of employment that in the event of any injury, illness or other loss, whether to their person or my property, which is incurred as a result of the Associate’s employment by Capstone at the facility of or on the premises of a Capstone partner or client, the Associate waives any right to file or pursue a lawsuit, claim or other action against the partner or client of Capstone, including their officers, directors, employees, agents and representatives, with respect to any injury, illness or other loss.

Workplace Violence Policy

Capstone is committed to providing a workplace free of threats, threatening behavior, acts of violence or any related conduct which interferes with or disrupts a safe working environment for its Associates. This conduct includes actions against persons or property that is sufficiently severe, offensive or intimidating that it disturbs, interferes or prevents normal work functions and activities and/or creates an intimidating, hostile, or offensive work environment. Capstone will not tolerate such conduct toward or by our Associates with co-workers, managers, supervisors, or non-associates whether or not the conduct occurs at or away from the Capstone facility.

Examples of Prohibited Conduct

Examples of the types of unwelcome conduct that is prohibited by this policy include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening to harm or harming an individual or his/her family, friends, associates or property
- Intentional destruction or threat of destruction of property owned, operated or controlled by Capstone, its partners or its associates
- Harassing or threatening individuals through any form of visual, written or electronic communications
- Intimidating or attempting to coerce an Associate to do wrongful acts that would affect the business interests of Capstone
- Harassing, surveillance and/or stalking of another Capstone associate or an Associate of our partner such that the other person is in reasonable fear of his/her safety and/or creates an intimidating, hostile, or offensive work environment.
- Possession or use of firearms, weapons or any other dangerous devices on Capstone or partner property, subject to applicable law
- Assault, aggravated battery, sexual assault or rape

Reporting Violations

All Associates are responsible for refraining from making threats, engaging in threatening behavior, acts of violence or related disruptive conduct. This also applies to actions taken to resolve personal issues between two or more individuals that may lead to acts of violence. Any Associate who experiences or witnesses conduct that he/she believes is in violation of this Policy, should promptly report the incident to their Site Manager, Director, or the Speak Up Hotline at 855-607-8699. Please note that there is no need to follow any formal chain of command when filing a complaint, and an Associate is free to bypass anyone in his or her direct chain of command and file a complaint or discuss or express any issue of concern with the Human Resources Department at any time. All incidents of alleged misconduct should be reported as soon as possible.

Capstone takes complaints of workplace violence very seriously and will thoroughly and promptly investigate all claims of such misconduct. If an investigation confirms that violations of this Policy have occurred, Capstone will take corrective action as appropriate, including discipline, up to and including termination of employment.
Further, some conduct prohibited under this Policy is also prohibited by criminal law. When appropriate, Capstone may refer cases for criminal prosecution.

No Associate will be retaliated against for reporting what he or she believes to be a “bona fide” incident of workplace violence or other conduct prohibited by this policy. If Capstone determines, after investigating a complaint that the allegation is not “bona fide” and was not made in good faith or that an Associate has provided false information regarding the complaint, corrective action may be taken against the individual who filed the complaint or gave false information.
Benefits

Eligibility and Enrollment

Capstone makes medical and other voluntary benefits available for eligible, regular full-time Associates. Please speak to your manager regarding your eligibility for benefits.

Benefit enrollment is the responsibility of the Associate and is completed through a Third Party Administrator. Complete instructions for enrollment will be included in the new hire packet. Enrollment must be completed before the effective date of coverage.

Medical and Other Health Related Benefits

Capstone makes benefits available to regular full-time Production Associates. Please speak to your manager regarding your eligibility for benefits.

Individual and family insurance is available and is paid for through pre-tax payroll deduction. Insurance premiums and benefits are subject to change.

In the event of a conflict, the insurance contract or plan documents will prevail over other documents. You may obtain assistance or additional information regarding your plan by calling the Human Resources/Benefits Coordinator.

401(k) Retirement Savings Plan

Capstone offers a 401(k) retirement savings plan. Please refer to the Benefits Guide for eligibility and enrollment information.

Eligible participants may choose to contribute pre-tax 401(k) contributions up to the annual maximum specified by the IRS. 401(k) contributions will be deducted from payroll before Federal and State taxes are applied. The Capstone Retirement Plan is set up to offer an end-of-year discretionary match.

Health Insurance Portability and Accountability Compliance Policy

Capstone maintains health care and related plans that are subject to HIPAA requirements. Thus, Capstone has made a decision that HIPAA privacy and security provisions will apply to protected health information (PHI) maintained by Capstone.

HIPAA regulations will be followed in administrative activities undertaken by assigned personnel when they involve PHI in any of the following circumstances: health information privacy, health information security and health information electronic transmission.

Capstone will consider any breaches in the privacy and confidentiality of handling PHI to be serious, and disciplinary action will be taken in accordance with our code of conduct.
**TIME OFF POLICIES**

**Paid Time Off**

Eligible Associates will receive paid time off depending on position and length of service. Paid time off may be paid out in dollars rather than time off. Please see your supervisor for eligibility, approval and direction.

**PTO Payout**

It is Company policy that each Associate shall take his or her PTO during the year in which eligible, and that the PTO privilege and credit shall not be cumulative or carried forward from one calendar year to the next. Unless state law requires it, all unused PTO will be forfeited.

**Scheduling of PTO**

1. All PTO must be approved in advance by the Associate’s Manager.
2. PTO should be restricted during peak workload periods.
3. PTO eligibility and scheduling is based upon an Associate’s calendar year, which is based on the hire date for warehouse Associates and January – December for non-warehouse Associates.
4. Eligible Associates may schedule their PTO in half day or full day increments
5. Associates who wish to observe a holiday that is not observed by Capstone, may request PTO in accordance to Capstone’ PTO policy. PTO may be used for a holiday upon approval and if allowed by the facility work schedule.
6. Should a conflict arise between Associates requesting the same day(s) and this cannot be accommodated, priority will be based on the Associate who requested the day first.

**Voting**

Capstone encourages Associates to fulfill their civic responsibilities by participating in elections. If Associates are unable to vote in an election during their non-working hours, Associates will be provided time to vote during business hours in accordance to all applicable laws.

**Witness Leave**

Associates are given the necessary time off, without pay, to attend or participate in a court proceeding in accordance with state law. We ask that you notify your supervisor of the need to take witness leave as far in advance as is possible.

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

Leave Policies

The purpose of this policy is to affirm the Capstone Leave of Absence Policy. For those sites covered by the Family Medical Leave Act (FMLA), unpaid family medical leave will be provided in accordance with the act and/or any applicable state law.

Company leaves of absence and FMLA leave are unpaid time away from work that are granted to Associates in order to maintain continuity of service. Associates may be eligible to receive compensation under an Associate benefit program or other state government provided benefit.

To be eligible for LOA provided for by the Capstone leave policy, an Associate must:

- Be classified as a full-time Associate (except for any Military LOA)
- Have completed 90 consecutive calendar days of service

To be eligible for leave provided by the FMLA an Associate must:

- Have been employed by Capstone for at least 12 months
- Worked for at least 1,250 hours during the 12 months immediately preceding the commencement of leave
- Be employed at a worksite where there are at least 50 Associates employed by Capstone within a 75 mile radius of the worksite.

If an Associate’s site is not covered by the FMLA, the Associate is otherwise not eligible for FMLA leave benefits, or wishes to take leave for a purpose that does not qualify as FMLA leave, the company’s LOA policy may be applicable. In every instance, FMLA policies and procedures will supersede the policies and procedures of the company.

When determining eligibility for leave and the duration of leave allowed, the company uses a rolling 12 month period, measured backward from the date the requested leave begins.

The company reserves the right to review absences to determine if an Associate’s time away from work should be designated as an FMLA leave or Capstone Leave. If an absence is designated as such, the Human Resources department will notify the Associate and the Site Manager of this designation.

If a site has ever employed more than 50 Associates within a 75 mile radius, but now has less than 50 Associates, it is possible the site still qualifies for FMLA. It is important to consult with the Human Resources Department each time an Associate requests a leave of absence in order to determine eligibility under the FMLA.

Capstone Leaves of Absence (LOA) (non-FMLA)

There are three types of Capstone LOA for which an Associate may apply:

1) Medical Leave: Associates requiring Medical Leave for a serious health condition shall be eligible for up to 30 days of leave time. A “serious health condition” is one that requires either in-patient care in a medical facility, or continuing treatment or supervision by a health care provider. Requests for a Medical Leave must be accompanied by supporting documentation from a medical provider in accordance with applicable laws and regulations. Where required and supported by proper medical documentation, the Medical Leave can be extended to a maximum of 90 days in any rolling 12-month period.

2) Personal Leave: In extreme cases that do not fall under the Medical Leave policies, a personal leave of up to 30 days may be granted. Approval will be based on work requirements, staffing considerations, job performance, and the urgency/need for the leave.

3) Military Leave:
   a. Military Service Leave: Leave is provided for the duration of required service for Associates who have proper documentation and require such Military Service Leave, in accordance with federal laws and regulations.
b. Military Reserve Training: Leave time is available for the required initial training. Associates are eligible for up to two weeks per year for annual training.

Capstone LOA Procedures

All requests for Capstone LOA must be documented by using the Request for Leave of Absence form, whether or not the Site Manager believes the Associate is eligible for the leave. If the Site Manager cannot accommodate the Associate’s leave, he or she should still have the Associate fill out the request form, and contact Human Resources about his or her concerns with accommodating the leave. In some cases, Capstone may be required to accommodate the request for leave. The Site Manager should sign the request in the space provided to indicate that he or she is aware of the request being made by the Associate.

The request form should be filled out as soon as the Associate is made aware of the need for leave, up to 30 days in advance. If the leave is unforeseeable, the request form should be completed and submitted to Human Resources as soon as is practicable. As soon as the Site Manager is made aware of the need for any leave, the Manager must notify Human Resources as soon as possible via e-mail.

After receiving the request, Human Resources will determine the Associate’s eligibility for leave. Human Resources will respond to the Associate in writing via the Leave of Absence Determination form. Human Resources will note the dates of leave in the Associate’s employment record.

Should an Associate wish to extend their leave, he or she will need to use the Request for Extension of Leave of Absence form to document the request and provide it to their Site Manager. The Site Manager should sign the request for extension in the space provided to indicate that he or she has been made aware of the request before forwarding to Human Resources. After receiving the request for extension, Human Resources will determine the Associate’s eligibility for an extension and respond to the Associate in writing via the Leave of Absence Determination form. Human Resources will update the Associate’s employment record to reflect the new anticipated date of return.

In the event that the leave lasts two weeks or less, and the Associate does not meet the provisions for the Capstone Leave of Absence, the absence will be classified as a two week discretionary unpaid absence provided for by the Site Manager.

General Provisions

- Regardless of how many separate instances of leave occur or to which class they apply, Associates are only eligible for a cumulative maximum of 90 days of leave per rolling 12 month period.
- Requests must be submitted via the appropriate forms, with supporting documentation if necessary, to be considered.
- A leave of absence will be required for any absence exceeding two consecutive weeks in duration. The effective date of the leave of absence will be the last day worked.
- An Associate on a leave of absence may not accept any other employment while on leave.
- Subject to compliance with state laws, Associates will be required to exhaust all PTO time they have earned at the start of any approved leave of absence. Once PTO is exhausted, the remainder of the leave will be unpaid.
- It will be necessary for an associate returning from medical leaves of absence to furnish a medical release to full duty from their physician prior to returning to work. Failure to do so may result in a delay in return to work. Any work restrictions must be reviewed by Human Resources before the Associate may return to work.
- Associates must use Capstone’s Fit for Duty Release form
- The Associate is required to provide at least 5 days’ notice to the company prior to returning to work from a leave of absence.
- Associates on a leave of absence must report to the Site Manager on his or her status and intent to report to work.
- For leaves of absence of 30 days or less, the Associate must report weekly.
- For leaves of absence of more than 30 days, the Associate must report monthly.
- Failure on the part of the Associate on leave to return to work by the expiration of the leave will be considered a voluntary resignation.
Associates will need to continue their benefit deduction contributions while on leave of absence.

Upon termination of a leave of absence (other than FMLA), every effort will be made to return Associates to the same or equivalent position with equivalent pay, benefits and other employment terms provided that medical documentation requirements have been met. However, job restoration is not guaranteed.

The procedures outlined above do not apply for leaves of absence due to injury covered by worker's compensation. Contact the Safety Department for any such leave.

**FMLA Leaves of Absence**

The company provides unpaid family and medical leave to eligible Associates, in accordance with the federal Family and Medical Leave Act (FMLA) and, where applicable, state law. In the event an Associate’s leave qualifies under both state and federal laws, the Associate will use his/her entitlement under each law at the same time, to the extent permitted by law. When one law provides a greater benefit than the other, the Associate will receive the greater benefit.

Under FMLA, eligible Associates may take up to 12 weeks unpaid leave in the designated 12-month period for any of the following:

- Birth and care for a newborn child of the Associate
- Placement with the Associate of a child for adoption or foster care
- A serious health condition (as defined by the FMLA) which causes the Associate to be unable to perform the essential functions of his or her job
- To care for the serious health condition (as defined by the FMLA) of the Associate’s qualifying family member (i.e. spouse, parent, or child)

The National Defense Authorization Act for Fiscal Year 2008 amended FMLA to allow qualified Associates with family members in the military to take leave under the following two circumstances.

- Eligible Associates may take up to 12 weeks unpaid leave in the designated 12-month period for qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the Associate is on active duty or is called to active duty in the armed forces in support of a contingency operation.
- Eligible Associates may take up to 26 weeks unpaid leave in the designated 12-month period in the event that the Associate is spouse, son, daughter, parent or next of kin caring for a military service member recovering from an injury or illness suffered while on active duty in the armed forces.

**FMLA Procedures**

Failure to comply with the following procedures/rules may result in the delay or denial of leave.

An Associate requesting FMLA leave time must complete the Request for Leave of Absence form and submit it to his or her Site Manager, who will sign and forward it to Human Resources for review. In most instances, Human Resources will request supporting documentation from the Associate. If requested, the Associate must have his or her treating physician complete the:

- Certification of Health Care Provider for Associate’s Serious Health Condition form or
- Certification of Health Care Provider for Family Member’s Serious Health Condition form

These forms will need to be returned directly to the Human Resources Department within 15 days of the request for certification. The company reserves the right to require a second or even third opinion, at the company’s expense, or may require recertification of a serious health condition when appropriate. The company may waive the requirement of medical certification at its discretion.

Human Resources will review the completed leave of absence request, and certification if applicable, and notify the Associate (or any authorized family member) of approval or denial of leave via the Notice of Eligibility and Rights.
Should the company require a full medical release for the Associate’s return to work, the Fit for Duty Release form will be included with the Notice of Eligibility and Rights. A listing of the essential functions of the Associate’s position will be included for the Associate’s physician to review.

An Associate requesting military FMLA leave time for exigent circumstances must notify his or her Site Manager so that the Site Manager may notify Human Resources. Human Resources will complete section I of the Certification of Qualifying Exigency form and forward it to the Associate. The Associate will complete section II and return the form to Human Resources within 15 days of receipt.

An Associate requesting military FMLA leave time to care for a qualifying injured service member will be asked to complete and return the Certification for Serious Injury or Illness of Covered Service member - - For Military Family Leave form. There are two sections; one is to be filled out by the Associate and the second is to be filled out by a qualifying health care provider to certify the covered service member’s serious injury or illness. This form must be completed and returned to the Human Resources Department within 15 days of receipt.

As soon as an Associate who is eligible for leave becomes aware of the need for leave, he or she should notify the Site Manager immediately, even up to 30 days in advance. When advance notice of the need for a leave is not possible (such as a medical emergency), then the Associate is expected to notify the Site Manager as soon as is reasonably practicable (whether in person, by telephone, or by e-mail). As soon as the Site Manager is made aware of the need for any leave, the Manager must notify Human Resources as soon as possible via e-mail.

An Associate must be reinstated to the same or equivalent position upon completion of his or her FMLA leave. If the Associate has exhausted all 12 weeks of FMLA leave and is still unable to return to work (with a full medical release from their physician), the Associate is no longer provided any job restoration rights under FMLA. However, each situation will be reviewed on a case by case basis to determine whether the Associate may be eligible for rights and protections under other company or state polices before a determination is made.

The policy provides for termination of employment when:

- an Associate, while on approved FMLA leave, accepts other gainful employment
- an Associate fails to return from FMLA Leave at the specified time agreed upon by the Associate and management without providing updated certification forms
- an Associate is unable to return to work after exhausting his or her 12 weeks of FMLA eligible leave

**General Provisions**

The Associate will need to provide his or her Site Manager with a full medical release from his or her physician before returning to work if he or she has taken a medical leave of absence as a result of his or her serious medical condition (as defined by the FMLA).

- The Associate is expected to return to work when released by a health care provider.
- Light duty restrictions will be reviewed by Human Resources to determine if they can be accommodated for non-work related injuries or health conditions.
- Associates on a leave of absence must report to the Site Manager on his or her status and intent to report to work.
- For leaves of absence of 30 days or less, the Associate must report weekly.
- For leaves of absence of more than 30 days, the Associate must report monthly.
- Subject to compliance with state laws, Associates will be required to exhaust all PTO time they have earned at the start of any approved leave of absence. Once PTO is exhausted, the remainder of the leave will be unpaid.
- The company reserves the right to transfer an Associate on intermittent or reduced work schedule FMLA leave to an alternative position that better accommodates the absences.
- If an Associate’s job evaluation date passes while on FMLA leave, the Associate will receive the performance evaluation on the date of return.
- If an Associate’s anniversary date falls during the FMLA leave time, the Associate will be eligible for any increase or benefit (i.e. PTO, vacation) upon the date of return.
- If an Associate’s eligibility for company provided benefits passes while on FMLA leave, the Associate will be eligible for enrollment at the next regular enrollment date following the date of return.
If the Associate is on FMLA leave during annual benefits Open Enrollment periods, applicable paperwork will be sent to his or her residence. A work-related injury is covered under worker’s compensation, and not under the company’s medical leave of absence program. However, if the Associate is eligible for FMLA leave, the Associate will automatically use the FMLA entitlement while receiving workers’ compensation benefits. The Human Resources or Safety department will advise the Associate if his or her leave time will be designated as FMLA leave.

**Funeral / Bereavement Leave**

Bereavement leave is normally granted according to the following schedule:

Associates are granted up to three consecutive days off from regularly scheduled duty without pay in the event of the death of the Associate’s spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson or stepdaughter. To be eligible for bereavement leave, the Associate must attend the funeral of the deceased relative.

Associates are granted one day off from regular scheduled duty without pay in the event of death of the Associate’s brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparent, grandchild or spouse’s grandparent. To be eligible for bereavement leave, the Associate must attend the funeral of the deceased relative.

Associates are granted up to four hours of bereavement leave without pay to attend the funeral of a fellow regular Associate or retiree of Capstone, provided such absence from duty will not interfere with normal operations of Capstone. To be eligible under this provision, the Associate must attend the funeral of the deceased regular Associate or retiree.

An Associate may, with his or her supervisor’s approval, use any available PTO for additional time off as necessary.

There may be situations where management will use discretion and alter the number of days granted based upon the circumstances.

**Jury Duty**

Capstone complies with all federal, state and local laws regarding jury duty. Associates who lose time from work during their normal work schedule to serve on jury duty will not have their absence count against their attendance.
WORKPLACE RULES

The following rules have been put in writing so all associates of Capstone Logistics can operate with the same guidelines. You are responsible for conducting yourselves within these guidelines, and you should understand that all Associates are **employment-at-will**. In other words, your employment may be terminated at any time, without notice or for no specific reason at the option of either Capstone Logistics or you.

The following actions are representative, but are not an all-inclusive listing of action or conduct, which may subject an Associate to corrective action, including immediate (without warning) termination. The term “company” refers to Capstone Logistics and “Partner” refers to the Partners that we service.

1. Theft or removal of company/Partner property or property of others.
2. Intimidating, threatening, fighting, assaulting or inciting a fight.
3. Reporting to the facility in an unfit condition to work.
4. Intentional damage, destruction or defacing of company or Partner property.
5. Gambling on Company/Partner property and Partner location.
6. Sleeping on Company/Partner property.
7. Possession, use, or being under the influence of alcoholic beverages or non-prescription drugs while on company/Partner premises or during working time.
8. Threatening, coercing or harassing, including sexually harassing another Capstone Logistics Associate or Associate of our Partner.
9. Abusive or offensive language on company/Partner premises.
10. Bringing firearms (subject to applicable state law), fireworks, explosives or other weapons on company/Partner or carrier property.
11. Falsification of employment application, time records or other company/Partner or carrier reports or documents.
12. Unauthorized acceptance of cash or other form of payment from a Partner or carrier.
13. Unauthorized negotiation of unloading services or activities with a Partner or carrier.
14. Unauthorized acceptance of gifts or purchase of product from any source on Partner property or doing business with Partner.
15. Failure to observe Facility rules, policies, procedures or practices of company or Partner.
16. Violation of safe work practices, rules and the safety program.
17. False reporting of an accident, injury, or illness, or giving false information relating to an accident, injury or illness.
18. Unauthorized, improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicle.
19. Violation of company/Partner dress code.
20. Excessive tardiness or absenteeism.
21. Operation of, or association with, a business enterprise in competition with Capstone Logistics.
22. Wasting, destroying or misuse of company/Partner material or time.
23. Unauthorized use or excessive personal use of company/Partner equipment or material.
24. Being convicted of a crime that indicates unfitness for the job, raises a threat to the safety or well-being of the Company, its Associates, Partners or property or that would be in direct conflict with Capstone Logistics’ hiring criteria and standards.
25. The unauthorized use or dispersal of confidential company/Partner operating material or information to any unauthorized person or party. This would include, but is not limited to confidential information and financial information.
26. Violation of any federal, state or local law or failure to follow mandated rules which result in any actual or potential legal action against Capstone Logistics.
27. Solicitation of outside work from either Capstone Logistics’ Partners or the Partners of our Partners.
28. Violation of Capstone Logistics’ Equal Employment Opportunity Policy by discrimination in hiring, firing, pay, promotion, transfer, discipline, or retaliation against an Associate who has complained about discrimination or harassment.
29. Violation of Capstone Logistics’ Attendance Policy.
30. Violation of Capstone Logistics’ Substance Abuse Policy.
31. Violation of Capstone Logistics’ facility security practices or the security practices of our Partner.
32. Violation of Capstone Logistics’ Harassment and Discrimination Policy.
We recognize that unique situations not covered above may arise and therefore, Capstone Logistics retains the right to exercise discretion in determining the appropriate action to be taken.

Nothing in this Workplace Rules Policy should be construed to interfere with or prohibit Associates’ discussion of wages or other terms and conditions of employment.
CORRECTIVE ACTION

Capstone relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Capstone reserves the right to terminate an Associate at any time for any reason with or without prior disciplinary counseling or notice. Nothing in this handbook or any other Capstone document is intended to:

- Modify this “At-Will” Employment
- Promise progressive discipline or disciplinary counseling
- Promise notice in circumstances where Capstone considers immediate termination or discipline to be appropriate

Corrective actions may entail verbal, written warnings, suspension, final written warnings or termination. All of these actions may not be followed in some instances. Capstone reserves the right to exercise discretion in discipline. Prior warning is not a requirement for termination. If you are disciplined in writing, copies of your warnings are placed in your personnel file.

Capstone reserves the right to take any corrective action it considers appropriate, including termination, at any time. In addition to those situations discussed elsewhere in this handbook, listed below are some other examples where immediate termination could result. This list is general in nature and is not intended to be all-inclusive:

- Unauthorized disclosure of confidential Capstone or Partner information.
- Altering, damaging, or destroying Capstone property, records, or another Associate’s property
- Dishonesty.
- Providing false or misleading information to any Capstone representative or on any Capstone records including the employment application, benefit forms, time cards, expense reimbursement forms, etc.
- Fighting or engaging in disorderly conduct on Capstone or Partner’s premises.
- Violations of any of Capstone employment policies including, but not limited to, confidentiality, security, solicitation, conflict of interest, and code of conduct.
- Conduct or performance issues of a serious nature.
- Violation of any Capstone or Partner safety regulation.

Workforce Violation

All Associates will be given the opportunity to make improvements to his/her work behavior by being counseled by his/her manager. This will include a description of the objectives, a set timeframe to accomplish those objectives with continuous improvement without setback and a defined course of action to be taken for future violations.

Although employment with Capstone is based on mutual consent and both the Associate and Capstone have the right to terminate employment at will, with or without reason or advance notice, Capstone may use coaching and discipline at its discretion.

All Workforce Violations, even for different types of offenses are counted together with regard to this Performance Improvement Plan.

Management reserves the right to implement termination before any Associate has completed the Workforce Violation Performance Improvement Plan.

What is a Verbal Warning:

A Verbal Warning is any conversation that takes place with an Associate where you make clear to them that an improvement or change of habit is required to achieve success in the job. All verbal warnings are to be
documented in the Associate’s personnel file, clearly noting date, topic of discussion and outcome of failure to show improvement. There is no need for the Associate to sign any documentation.

**What is a Written Warning:**

If you have questions or are not comfortable with this process, call the HR Manager prior to writing and presenting a Written Warning to an Associate. A written warning documents ALL past verbal warnings and advises Associate of past issues which may or may not have been improved upon. This is an overall view of the Associate’s complete workforce violations and disciplinary action to be taken either immediately or in the future if improvement is not demonstrated. Associates will be asked to sign a Written Warning, along with the Supervisor/Manager conducting the counseling session. If Associate refuses to sign, the issuing manager will make a notation on the form.

**What is a Suspension:**

Prior to writing and presenting a Written Warning with Suspension to an Associate, you must first consult the HR Manager and review your procedures and documentation to ensure proper implementation. A Suspension is a form of disciplinary action that is part of a Written Warning (all suspensions must be documented). Not all Written Warnings will include a Suspension. It will include a full explanation of the workforce violation, past disciplinary action taken, reason and length of Suspension, objectives expected to be met in order to be successful and the next step to be taken in the disciplinary process if immediate improvement without setback is not exhibited.

**Performance Improvement Plan for Workforce Violations should be viewed on a rolling 12 month calendar**

1. Two Verbal Warnings of the same offence (Safety, Conduct or Policy violation) will result in a Written Warning. That Written Warning will consist of a full description, including dates, of the first Verbal Warning, the current violation, objectives expected to be met in order to be successful and the steps that will be taken should another Workforce Violation take place.
2. Should an accumulation of two Verbal Warnings and any other type of Workforce Violation (verbal or written) take place the Associate may be given a Final Written Warning and a minimum two day suspension. This Final Warning will give full detail of the current Violation, future job expectations and future steps in the Workforce Violation Process should improvement not be demonstrated.
3. Should an Associate’s first offense be cause for a Written Warning, the next step in the Workforce Violation Process should a violation occur may be a Final Written Warning along with suspension. Management reserves the right to implement termination before any Associate has completed the Workforce Violation Performance Improvement Plan.
4. Further violations after a Final Written Warning will be subject to immediate termination.

Capstone Logistics’ management reserves the right to move to immediate termination at any point during disciplinary process if violation is considered to be gross misconduct or negligence.
**Termination**

If you wish to resign, you are requested to notify your manager of your anticipated departure date at least two weeks in advance. This notice should be in the form of a written notice. Capstone reserves the right to release you from your notice.

A meeting between you and your immediate manager will take place prior to your last day of work. All Capstone equipment/property used in the performing of your assigned job duties must be returned.

If you resign, you will be contacted by Human Resources to participate in an exit interview.

A health insurance extension of benefits under COBRA regulations is available and is offered to eligible Associates. You will receive the COBRA Notice via mail at your last known address.

If you leave Capstone in good standing, you may be considered for re-employment.
**SAFETY AND ACCIDENT PREVENTION**

**Our Safety Vision**

The object of any safety and accident prevention program is the prevention of injuries and accidental loss, a responsibility every member of management must share. The safety and welfare of each Associate requires constant effort on the part of everyone concerned. This effort will be guided and coordinated by the program outlined herein.

To be successful, a safety and accident prevention program must develop a strong safety attitude on the part of everyone, the workers and management alike. Good safety attitudes are developed through:

- Safety orientation when Associates first report for work.
- On-the-job instruction.
- Discussion of job hazards and the proper use of safeguards.
- Proper use of protective equipment.
- Group safety meetings or individual contacts and observations.
- Enlisting the cooperation of Associates in developing safe work procedures.

All levels of management can contribute to good safety attitudes by:

- Obeying the established safety rules and regulations.
- Properly wearing the required protective equipment.
- Never ordering an Associate to work in an unsafe manner just to get the job done.
- Taking the precautions others are expected to take.
- Carrying out safety responsibilities with enthusiasm.
- Enforcing safety rules and regulation.
- Showing a real concern and interest in safety.
- Implementing, without delay, corrective and preventive action for job hazards.

**Safety Policies**

It is the policy of Capstone to make reasonable and necessary provisions for the safety and health of its Associates during the hours of their employment and to provide and maintain proper safety throughout its operations.

It is expected that each supervisor will immediately take reasonable steps to resolve any problem or potential problem concerning safety and health of the Associate.

The safety program is developed to ensure the safest environment possible to help meet this objective. The success of the program depends on each person involved.

The basic elements of the program involve the following responsibilities:

**Senior Management Responsibilities**

- Responsibility for the overall safety program.
- Hold managers responsible for safety and welfare of all Associates.
- Authorize safety policies that are recommended.
- Participate by setting a proper example.
- Authorize necessary capital expenditures for safety.
Operating Management Responsibilities

- Implement the safety program.
- Provide a safe work environment and safety training to Associates.
- Investigate accidents and prepares necessary reports.
- Inspection
- Equipment
- Housekeeping
- Assure compliance with the program and all government safety regulations.

Associate Responsibilities

- Comply with all safety policies, rules, and safe work procedures established by Capstone and Partner.
- Report all injuries and unsafe conditions to management.
- Do not remove protective safeguards or circumvent other protective devices on equipment.
- Agree to wear and use personal protective equipment required by Capstone.
- Cooperate and participates in all accident investigations.
- Maintain good housekeeping throughout the shift.
- Actively participates in pre-shift meetings and stretching.
- Work closely with assigned safety consultants.

Workers’ Compensation Insurance

To provide a safe and healthy work environment for our Associates, Capstone has established a workers’ compensation program that works in conjunction with our safety program. Capstone pays premiums for Worker’s Compensation insurance coverage, which may pay benefits on your behalf in the event you are injured on-the-job. Benefits for covered illness or injuries will be made in accordance with your state’s workers’ compensation laws.

Associates must report any occurrence or injury immediately to his/her supervisor so that the necessary documents may be completed to file a first report of injury as required by state law.

Each Associate is expected to obey safety rules and exercise caution in all work activities. In the case of an occurrence which results in injury, regardless of how insignificant the injury may appear, Associates should immediately notify their supervisor. First Report of Injury is necessary to comply with laws and initiate insurance and Worker’s Compensation benefits procedures. Any Associate who has an on-the-job injury that results in medical treatment will be subject to a drug screen, which must be taken within twenty-four (24) hours of the injury.

Associates involved in a work-related injury or occurrence or who engage in unsafe on-duty job-related activities that pose a danger to others or the overall operation of Capstone, may be subject to a drug screening. If an Associate sustains a work-related injury that was caused by unsafe behavior and/or non-compliance with safety policies, is subject to disciplinary action, up to and including termination.

Capstone has a Return-to-Work Program available for those associates that are released to modified or restricted work with “temporary” work restrictions.

In the event the injured worker must be out of work for more than three (3) days, the Associate should contact his/her supervisor and Human Resources and comply with Capstone Leave of Absence Policies.

If an Associate’s Leave of Absence is not exhausted and is ready to return to work, the attending physician must complete a Fit for Duty release prior to their return. Once the Associate is approved to return to work, the Associate will return to the same or equivalent position.
If the Associate’s Leave of Absence under FMLA (12 weeks) is exhausted and the Associate cannot return to work due to medical reasons, the Associate will be on Worker’s Compensation status only until their return.

At the conclusion of the Associate’s Workers Compensation status, Capstone will consider the Associate for any available position for which the Associate is qualified. A Fit for Duty Release must be completed by the Associate’s attending physician stating the Associate is able to return to work and the Associate is able to perform the physical requirements of the job.

Capstone policy is to ensure benefit coverage’s for all active Associates. If an Associate is on Workers Compensation status (more than 12 consecutive weeks) Capstone will offer those Associates healthcare benefits continuation under COBRA.
ASSOCIATE SAFETY TRAINING

Associate Training

Safety training, properly planned and conducted, is essential to a successful safety program. Safety training is primarily the responsibility of the immediate supervisor. The promotion of safety consciousness and awareness of job hazards must continuously be brought to the mind of Associates, both experienced and inexperienced.

Capstone safety program requires that each Associate:

- Be trained in safe work procedures for each job they may be assigned.
- Be made aware of the established safety rules and comply with them.
- Wear required safety equipment.
- Stay informed of recent accidents relating to their work situation. This will serve to remind them.
- Do not remove protective safeguards or circumvent other protective devices on equipment.
- Agree to wear and use personal protective equipment required by Capstone.
- Cooperate and participate in all accident investigations.
- Actively participate in pre-shift meetings and stretching.
- Work closely with assigned safety consultants.
- Conduct peer safety observations.

Training requirements can be accomplished through:

- Basic job training
- Safety meetings
- Individual contacts
- Safety observations
- Proper disciplinary practices

Basic Job Training

Basic job training is the initial instruction of new or transferred Associates in safe job procedures for their particular location. The supervisor will use the new hire orientation and 5-Day Training, in the efficient method of job operations. The training, mentor and Site Manager will be involved with the training of every new associate.

Safety Observations

Safety observations are used to make sure that safety communications between supervisor and Associate is understood. Safety observations provide one-on-one contact to correct unsafe behavior, or conversely to commend safe work behavior. It also provides opportunity for re-instruction, verifies safety apparel is being worn, hazards understood and each Associate is using safety know-how at all times.

Associate Safety Record

In order for safety training to be performed adequately, a record must be kept and maintained on a current basis. The safety record of each Associate is kept in the Associate site file and in APEX and reviewed periodically by Operational Excellence.
**General Safety Policy**

Capstone is committed to safety and has taken steps to protect you from injury on the job. Your help is vital for your own protection. Please observe the following safety rules at all times.

1. No alcohol or drugs will be used on the job at any time.
2. Report all job occurrences/incidents the same day the occurrence/incident happens to your supervisor.
3. Your supervisor must authorize all non-emergency treatment for accidents first. Where State Law allows it, treatment will be at a Capstone-designated facility. Non-approved treatment will be paid at your own expense.
4. Wear seat belts at all times in personal or Capstone vehicles when on Capstone errands.
5. You are responsible for keeping the area where you work clean and neat at all times.
6. Do not remove or bypass any guards on any machinery at any time.
7. Ask your supervisor if you need additional equipment or instruction to get the job done safely.
8. Lift with your legs, not your back and get assistance with heavier or awkward loads.
9. Advise your supervisor of any hazardous conditions.
10. Follow all other written and spoken safety rules.
11. Eye protection will be worn when using trash compactors.

**Safety Apparel**

Associates will wear only Capstone approved safety equipment. Safety equipment will be used as directed by management. Any Capstone Associate on the dock MUST wear safety toe, above-the-ankle work boots (must comply with ASTM Standard F2413-05). All Capstone Associates will wear the red or orange t-shirts, sweatshirts and jackets. A safety vest can be worn as an outer garment. Loose fitting clothes should not been worn and are considered a safety hazard. Management will approve allowed clothing.

**Occurrence Investigation**

Definitions:

- **Fatal injury** - an occupational injury, which results in the death of an Associate.
- **Accident** - an occupational injury, because of its seriousness, requires medical treatment beyond first aid.
- **First Aid** - an occupational injury not requiring medical treatment by a Licensed Health Care Provider and where the Associate is able to return to normal work duties.
- **Modified work injury** - an occupational injury where a Licensed Health Care Provider or the employer recommends that the Associate not perform one or more of the routine functions of the job or not work the full workday that the Associate would have otherwise worked.
- **Incident** – an occurrence that does not involve an injury of any sort, but does involve property damage.

**General Policy**

Associates shall be required to report all injuries to their supervisor immediately. Serious injuries shall receive immediate attention by qualified medical personnel. The family of an Associate who is fatally injured, ill, or injured to the extent that they must be retained in the hospital beyond the end of the work shift, shall be notified promptly.
**Occurrence Investigations**

All accidents, first aids and incidents shall be thoroughly investigated promptly, or as circumstances permit. A written report identifying causes and recommendations for preventing recurrence is to be submitted. The reports should include the Capstone Initial investigation Form and Occurrence Investigation and Action Plan forms.

**Fatality**

In the event of a fatality or serious accident, top management must be notified immediately. Additionally, OSHA regulations require all fatalities or injuries requiring the hospitalization of three or more workers, be reported to the nearest area office within eight (8) hours.

**Investigation Procedure**

All investigations shall include the following information:

1. Name of injured Associate, occupation, date and time of accident, nature and extent of injury, home address, and marital status.
2. Description of accident explaining what injured person was doing, where working and what occurred.
3. Unsafe actions by the injured person or other people. Unsafe conditions that may or may not have contributed to the accident.
4. Management’s plan to prevent recurrence. State management individual responsible for carrying out recommendations and provide deadline for completion.
5. Copies of the report must be sent to all management individuals concerned

**Twelve-Point Inspection**

Before using any piece of powered equipment, an Associate is required to complete a Capstone Twelve-Point Inspection sheet or the Partner inspection documentation. No piece of equipment will be operated if said equipment does not pass the inspection.

**Hazardous Materials Program**

If your job requires you to use or handle hazardous or toxic material, Associates are expected to comply with all laws, rules and regulations concerning their safe handling and disposal. All Capstone Associates will be trained in the basic hazardous material training required by OSHA. If you have any questions about the materials you are working with or the proper safety procedures to follow, please discuss them with your manager.

Any injury or occurrence, no matter how insignificant you think it is, should be reported to your manager or supervisor immediately.

**All Associates should immediately bring unsafe work conditions to the attention of the manager**
**Receipt of Handbook**

I acknowledge that I have received a printed copy, or provided access to an electronic copy of the Associate Handbook that outlines the policies, procedures, benefits and Associates’ responsibilities at Capstone. I acknowledge that I will read the provisions contained in this Handbook and will familiarize myself with this information.

I understand and agree that I may be required to take one or more drug screening tests as a condition of hiring or continued employment. I agree to take such test(s) at such time as designated by Capstone, its parent, its subsidiaries or affiliates and to release Capstone, its directors, officers, agents or Associates from any claims arising from such test(s).

I understand that claims arising from my employment are subject to the Company’s Arbitration Program referenced in the Dispute Resolution provision of this Associate Handbook.

I understand that the information in this book is subject to change as situations warrant. The handbook is not all-inclusive, and is only a set of guidelines. I understand the handbook may supersede, modify, or eliminate any previous handbook or unwritten policies and Capstone can change the handbook unilaterally, at any time.

**NEITHER THIS BOOKLET NOR OTHER BENEFITS CONSTITUTE A CONTRACT SINCE EITHER PARTY HAS THE RIGHT TO TERMINATE THIS EMPLOYMENT-AT-WILL.**

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Associate Name (Print)  Location #

Associate Signature  Date

Manager’s Name (Print)  Date

Manager’s Signature  Date