

**Windigo Logistics**

**Tolleson, AZ**

**Employee Handbook**

**October 23, 2022**

**WINDIGO**

LOGISTICS

**WRITTEN WORK RULES**

The following are examples of actions that the Company feels would necessitate disciplinary measures up to or including te1mination. However, the Company reserves the right to determine the appropriate level of discipline for any action, based upon the individual circumstances.

Group I The following are offenses that will normally result in immediate termination on the first offense.

1. Stealing Company property, or stealing property of a co-worker or an individual working on or visiting the Company premises.
2. Clocking in/out for another employee or having another employee clocking in/out for you.
3. Destroying, defacing, hiding or removing from the premises property, tools, machinery or equipment of the Company, the customer, a co-worker or individual working on or visiting the Company premises.
4. Insubordinate conduct and/or refusal to follow a supervisor's orders.
5. Absence from work for two (2) consecutive days without notification or improper notification.
6. Falsifying or altering any Company record, including but not limited to the Dallas system.
7. Possession of or storing any dangerous weapon or explosives on Company prope1ty.
8. Being under the influence of or the use, sale, purchase, transfer or possession of alcohol or any illegal drugs or controlled substance in any amount on Company property.
9. Failure to comply with Company request to search any personal property, including cars.
10. Failure to comply with Company request to take a drug screen.
11. Fighting, striking, pushing, or otherwise assaulting any person on Company property.
12. Deliberate violation of safety rules in a manner which could result in injury to self, another employee, customer, vendor or any other person.
13. Use of recording devices or camera without Company authorization.
14. Possession of classified Company information without authorization or revealing confidential information about the Company to unauthorized persons, or removal of such information from the warehouse. This rnle does not restrict the right to discuss wages, hours and working conditions.
15. Sleeping during work hours.
16. Accepting gifts or bribes or otherwise acting in collusion with others who have a conflict of interest with the Company.
17. Failure to return from a leave of absence.
18. Intentionally giving false information to the Company or about the Company.
19. Bringing combustible/flammable materials onto Company property.
20. Driving personal vehicles in a reckless manner on Company prope1ty.
21. Intimidation or attempted intimidation of another employee in any way.
22. Harassment of any type.
23. Any other acts that in the judgement of the Company will warrant immediate termination.
24. Overriding of a safety device.

**WINDIGO**

**LOGISTICS**

##### WRITTEN WORK RULES

The following are examples which normally result in disciplinary action, but may lead to immediate termination. In certain situations, however, depending upon all the circumstances, the Company retains the sole right to determine whether immediate termination is necessary.

Group II

1. Failure to follow proper instructions.
2. Paiticipating in any activity which restricts or reduces overall efficiency of warehouse operations.
3. Use of profane, abusive, or threatening language toward fellow employees or management.
4. Failure to report all accidents, spillage, prope1ty damage, or personal injury immediately.
5. Soliciting or distributing during work time or distributing in working areas at any time.
6. Gambling on company premises.
7. Negligence or carelessness in use of equipment or performance of work.
8. Failure to report any condition which would create a dangerous situation.
9. Defacing of notices on bulletin boards/Company property.
10. Unsatisfactory work performance.
11. Overstaying breaks, abuse of warm-up room.
12. Eating or carrying food into unauthorized area.
13. Not being at appointed work area at regular staiting times. Leaving assigned work area or Company premises without permission.
14. Parking in unauthorized area.

=========---lc.:5Nc;,t:\_WGrking dming-wor.king-time;::====================-....::. ==

1. Smoking or chewing tobacco in unauthorized areas.
2. Contributing to unsanitary conditions.
3. Unauthorized/improper use of equipment and or any other Company property.
4. Horseplay or disorderly conduct.
5. Leaving premises wearing freezer gear.
6. Entering or remaining in the interior of the warehouse or other work areas when not scheduled for work.
7. Conducting personal business during the working time of any employee. "Working time" does not include breaks or meal times.
8. Use of Company telephones for personal calls unless authorized by supervisor.
9. Any other offense the Company believes to be detrimental to its best interests.
10. Possession of cell phones, radios, TV's, or non-work related reading materials on the work floor.
11. Sharing computer passwords or scanning in/out of the building for another employee.
12. Using equipment for reasons unrelated to job performance.
13. Abandoning equipment in warehouse.
14. Failure to report equipment problems.

### WINDIGO

LOGISTICS

##### ATTENDANCE POLICY

Prompt and regular attendance by all employees is absolutely necessary if we are to continue providing our customers the service required. We are most efficient when all employees are here working their assigned shifts. Each of us is dependent on our fellow employees to do their jobs so we can do ours. It is necessary for employees to be present and on time to work each shift. To minimize employee absenteeism, the company administers an attendance policy.

THIS POLICY IS FOR:

All Windigo employees.

DEFINITIONS:

"Absence" "Tardy" "Leaving Early"

Any time away from work for any reason for more than two hours. More than 3 minutes late and up to two hours late for work.

Leaving work with less than 2 homs remaining. Leaving work

early will be counted as a tardy.

"No Call/No Show" Failure to report your absence to the **attendance call-in line** prior to the scheduled start of your shift or failure to report to work for your scheduled shift.

All employees must call and leave a message if you are going to be absent or be late for your scheduled start time. If the line is busy, you must call back until you are able to leave a message. A separate call is required for each day employee will be absent or late.

The attendance line phone numbers are:

**(623) 936-2517**

**(623) 936-2518**

ADMINISTRATION

1. The Department Supervisors will review attendance records for employees on a daily basis. All absences from work will be repmted on an "Absenteeism Report".
2. Recommendations for discipline will be made to the department head.
3. Disciplinary actions up to the final written warning will be reviewed and approved by each department head.
4. Recommendations for termination for attendance will be reviewed by the Human Resource Manager and the General Manager.
5. Disciplinary notices will be given to employees as timely as possible after

occurrence.

1. Severe abuse of company time will be reviewed by management on a case-by­ case basis.
2. When an employee calls in sick and misses tlu·ee or more scheduled working

days; the employee must bring in a doctor's note to return to work.

DISCIPLINARY STEPS

1. Tlu·ee tardies will equal 1 occurrence.
2. An absence from work of one or more consecutive days for the same reason will count as one occurrence up to five consecutive absences. Absences in excess of five consecutive workdays will result in the following:

1 to 5 days = 1 occurrence

6 to 10 days = 2 occurrences

11 to 15 days = 3 occurrences

16 to 20 days = 4 occurrences

21 to 25 days= 5 occurrences

26 to 30 days= 6 occurrences

31 to 35 days = 7 occurrences

1. A verbal warning will be issued after four occurrences in a rolling calendar year.
2. A written warning will be issued after five occurrences in a rolling calendar year.
3. A final warning will be issued after six occurrences in a rolling calendar year.
4. Seven occurrences in a rolling calendar year will result in termination.
5. A no call/no show will result in a final warning. A second no call/no show will result in termination.
6. Two consecutive no call/no shows will be considered job abandonment.

TIME AWAY FROM WORK NOT COUNTED AS ABSENCES.

1. Vacation
2. Holidays
3. Jury Duty
4. Military Leave
5. Scheduled Reserve Days
6. Absences mandated by subpoena
7. Absences falling under the provisions of the Family and Medical Leave Act.
8. Personal days
9. Days lost because of work-related injury or illness.

RESERVE DAYS

Reserve days are pre-arranged time away from work for illness or other personal business. If the reserve day is scheduled at least 48 hours in advance, no absence will be incurred.

FAMILY MEDICAL LEAVE

A leave of absence will be granted for pregnancy, childbirth, family care and an employee's serious medical condition in accordance with the terms of the Family and Medical Leave Act. If such absences are covered under the company's disability program or worker's compensation, the leave of absence will be concurrent. Physicians' statements outlining the treatment programs are required.

Exceptions to the above stated policy will be by General Manager approval only.

**fm\_ WINDIGO**

LOGISTICS

#### Automated Attendance Line Menu

**(623) 936-2517 or (623) 936-2518**

-.

Please enter the **last four** digits of your social security number now.

Please enter your employee id number and press # now.

Welcome to Windigo's automated attendance call in line.

-. \_.

1. Call in late arrival
2. Call in sick
3. Call in FMLA

4. Call in other

\*. Repeat menu

Please take note of your confirmation number.

To repeat your

confirmation number, press the \* key. Your

confirmation number is

[#####].

For your security, after the beep please say your name and reason for calling.

Press **ANY** key when finished.

##### YOU MUST RECEIVE A CONFIRMATION NUMBER OR YOUR CALL WILL NOT BE RECORDED!!!!!!

Your request has been processed. Thank you for calling.

*500* S. *99th Avenue Tolleson, AZ 85353*

**rill, WINDIGO**

LOGISTICS

###### Policy Against Workplace Harassment Including Sexual Harassment

It is the policy of Windigo Logistics that all employees be able to work in a setting free from all forms of unlawful discrimination, including harassment, on the basis of race, color, religion, gender (sex), national origin, age, or disability.

1. **Harassment.**

Harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, national origin, age, or disability, or that of his/her relatives, friends, or employees, and that: (1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to, the following: (1) epithets, slurs, negative stereotyping, denigrating comments or labels, or threatening, intimidating or hostile acts that relate to race, color, religion, gender, national origin, age, or disability and (2) written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, gender, national origin, age, or disability and that is placed on walls, bulletin boards, or elsewhere on the employer's premises, or circulated in the workplace.

1. **Sexual Harassment.**

The Equal Employment Opportunity Commission has defined sexual harassment as follows:

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

Harassment will not be tolerated in our workplace. It is against the policies of Windigo Logistics for any employee to harass another employee. This refers to acts between supervisors and employees and between fellow employees. It also includes acts between supervisors and other supervisors and between employees and non-employees (vendors, suppliers, customers, contractors, etc.).

Any employee who believes he or she has been the subject of harassment should report the circumstances immediately to either his/her supervisor, a General Manager, his/her Regional Human Resources Manager or the Corporate Human Resources Department. Employees may contact any of these sources without first contacting their supervisor. No employee will suffer any adverse consequences as a result of bringing the complaint to our attention.

Any such report will be promptly investigated. Confidentiality will be maintained to the extent possible, consistent with Windigo Logistics' need to conduct an adequate investigation and to take prompt corrective action to rectify any unlawful harassment which is found to have taken place.

Any supervisor or other employee found in violation of this policy will be subject to discipline up to and including discharge. This policy supersedes all other harassment/sexual harassment policies for Windigo Logistics.

### WINDIGO

**LOGISTICS**

**LUNCH, BREAK & PUNCHING**

The following rules must be followed or may result in discipline up to and including termination. THIS POLICY IF FOR:

All hourly employees.

ADMINISTRATION:

* 1. Anyone working 6 hours or more is required to take a 30-minute lunch.
	2. Lunch periods should be taken as close to the middle of the shift as possible.
	3. If there is no stmting punch for the day, you will be considered a tardy.
	4. Employees must punch an assignment within 10 minutes of the start of their shift.
	5. All employees must punch out for the day.
	6. Adjustments to a time record must be done by a supervisor.
	7. If you cannot punch in, see a supervisor.
	8. Employees must take one 15-minute break for each 3-1/2 hours worked. (Maximum of 2 breaks for an 8 or 10-hour shift.) A third break will be given after an employee works one (1) hour beyond their normal shift and an additional paid fifteen (15) minute break for each additional two (2) hours worked.
	9. Lunches and breaks cannot be combined.
	10. Employees are not permitted to leave the premises during break.

**WINDIGO**

##### LOGISTICS

###### Safety Rules

Safety is vital to all employees, as well as to the Company in general. Employees are required to adhere to all safety rules in performing their jobs. The following are examples of unsafe behavior, which will result in discipline up to, or including termination.

I. Failure to wear required safety equipment.

1. Operating a power industrial forklift without authorization, training and appropriate license.
2. Failure to keep arms, legs, and/or head in the operator's compartment while operating a reach truck or any powered equipment.
3. Recklessness.
4. Walking or traveling under the elevated forks of a reach truck or other powered equipment.
5. Traveling, standing or walking on either the blades of a forklift or a pallet jack.
6. Riding double on equipment.
7. Parking machines on dock plates.
8. Failure to sound horn upon entering and exiting an area.

l 0. Blocking or obstructing any entrance or exit to the building, fire equipment, stairways, offices, or other rooms.

1. Failure to use the trailer locking devices while loading or unloading a trailer.
2. Standing pallets on edge.
3. Failure to use lockout and tagout procedures when maintaining equipment.
4. Using cell phones in the building.
5. Use of headphones (i.e.: stereos, walk mans, etc.) in the building.



##### ACCIDENT REPORTING POLICY

To help keep our workplace a safe, productive, and cost-effective environment, it is important to report all accidents, spillage, unsafe situations, and injuries. No matter how insignificant the circumstance may seem, you must rep01t it to a supervisor immediately. This will help prevent any fmther injuries or loss of production. Preventing and addressing unsafe situations will benefit both the employee and employer in making the workplace a safer and better environment to work in. Failure to follow the above-mentioned guidelines may result in disciplinary action, up to and including termination.

# WINDIGO

**LOGISTICS**

##### DRESS CODE POLICY

We recognize that each profession and activity has its corresponding style of dress. With this in mind, we have set the following dress code standards to be applied to all employees.

**OFFICE EMPLOYEES**

* All employees are expected to maintain a neat, clean and modest appearance.
* Shirts and blouses should be clean and professional in appearance.
* Dresses and ski1ts are acceptable, but must be no sh01ter than 3 inches above the knee.
* Pants are to be clean and in good repair.
* Fridays will be considered "casual" day and office employees may wear jeans or clothing considered business casual.
* Sandals are permitted but they can not be thong or flip-flop style. Employees may not wear

open toed shoes into the warehouse.

**Unacceptable attire for office personal:**

* Jeans, sporty/casual outfits, such as athletic wear and/or "sweats".
* Clingy or skin-tight clothing.
* Tank tops, tops that are sheer, see through or expose the midriff or back, low-cut necklines and sleeveless shi1is.
* Tight fitting pants or shorts (i.e., stretch, stirrup or spandex).

**WAREHOUSE OFFICE EMPLOYEES**

* All employees are expected to maintain a neat, clean and modest appearance.
* Shi1ts and blouses should be clean and professional in appearance.
* Shorts, dresses and ski1is are acceptable but must be no more than 3 inches above the knee.
* Pants/jeans are to be clean and in good repair.
* Shoes must be laced. Slip-on shoes (i.e., thongs, sandals) or open toed shoes are not appropriate.

**Unacceptable attire for warehouse office employees:**

* Clingy or skin-tight clothing.
* Tank tops, tops that are sheer, see through or expose the midriff or back, low-cut necklines and sleeveless shirts.
* Tight fitting pants or shorts (i.e., stretch, stirrup or spandex).

**rw WINDIGO**

**LOGISTICS**

##### DRESS CODE POLICY

(Continued)

**WAREHOUSE EMPLOYEES**

* All employees are expected to maintain a neat, clean appearance.
* Shorts are acceptable but must not be more than 3 inches above the knee.
* Shoes must be laced. Slip-on shoes (i.e., thongs, sandals) or open toed shoes are not appropriate.
* Tank tops (herein defined as sleeveless knit shirts), sleeveless blouses and sweats are

permitted.

* Shirts must be worn at all times in the warehouse.

**Unacceptable attire for warehouse employees:**

* Clingy or skin-tight clothing.
* Bared midriffs will not be permitted.
* No torn or ripped shi11s will be allowed; obscene or inflammatory language on shirts is not permitted.
* Undershirts or gym shiiis (similar to wrestling singles) with oversized armholes.
* Tops that are sheer, see through or expose the midriff or back, low-cut necklines and sleeveless shirts.
* Tight fitting pants (i.e., stretch, stirrup or spandex) are not acceptable.

All employees should realize they represent the Company while on the job. When we have visitors in the Distribution Center, or are conducting a tour of the facility, we want our employees to look professional and promote a positive image of the company. We appreciate each employee's cooperation in this matter.

Management reserves the right to interpret this policy as it applies to the manner of dress for employees in their respective departments.

2

### WINDIGO

LOGISTICS

FOOD, DRINK & SMOKING

It is our intent to keep the Distribution Center neat, clean and safe for all employees. To help protect our pallet jacks, reaches, and computer equipment, spill proof containers are required. Smoking in the facility is considered a fire hazard. Due to these circumstances, we have set the following guidelines regarding food, drink and tobacco products.

1. Eating is restricted to designated lunchroom areas.
2. Only water in clear spill-proof containers allowed.
3. Open container drinks are only allowed in the lunchrooms.
4. Tobacco products are allowed only in designed areas.

(This includes cigarettes, cigars, pipes, vaping, electronic cigarettes and chewing tobacco.)

*We appreciate eve,yone's support and compliance.*

### WINDIGO

LOGISTICS

##### SEARCH GUIDELINES

In order to ensure that contraband, drugs, weapons, and other unauthorized or illegal substances or materials, or substances or materials to be used for illegal purposes, do not enter job sites, Windigo premises and other facilities, and to further ensure that tools, files, equipment, products, materials, substances and other property of the company are not being removed from our job sites, premises or other facilities without our authorization, the company reserves the right, in its discretion and to the extent permitted by law, to question, inspect, and search any employee or other person before he or she enters or leaves any of these facilities.

When consistent with state law, this policy also applies to any employee while on Windigo business, whether or not on our job sites, premises and other facilities, along with any packages or other items that the employee may be carrying. All vehicles, lockers, containers, clothes, brief cases, handbags, and other parcels and personal belongings of employees thus are subject to inspection and search by Windigo or it's designated outside investigators at any time.

These procedures are necessary for the safety, health, and security of everyone at Windigo and the protection of our property and facilities. Submission to and compliance with these rules is a condition of your continued employment.

### WINDIGO

LOGISTICS

##### SAFETY VEST POLICY

Windigo Logistics Services is looking to provide the safest environment for everyone at all times. The purpose of a safety vest is to bring recognition of the presence of personnel to workers in the vicinity. Maintenance, Loss Prevention, Clerical, Receivers, trainers, trainee's, Sanitation employees and Supervisors are required to wear a vest at all times. All visitors, contractors and vendors will be provided a reflective safety vest and be required to wear it at all times when they are on foot in our DC's or our yards.

### WINDIGO

LOGISTICS

###### Use of Computer and Email Systems

The computer hardware, software and Email systems are the sole property of Windigo and/or our Customers; and access to them, and the Internet, is provided for business purposes only. Employees have no individual privacy with regard to any information resident on the Company and/or Customer computers or its computer networks. Windigo reserves the right to monitor, access, intercept, review, and disclose the contents of all computer files, email messages and internet usage.

This policy covers the following but is not limited to: Email Systems (both Windigo and our Customers), Instant Messaging, and Internet Access/Web Browsing.

Employee Internet Use

If you have been authorized to access the Internet, the use of the Internet is strictly limited to legitimate business usage. A "legitimate business usage" is one in which you perform to successfully complete work in accordance with your job description, function or as assigned.

In accordance with established Corporate policy, employees with access to the Internet must conduct business with the highest moral, ethical and legal standards. Employees with access to the Internet must at all times be conscious of the need to preserve confidential Corporate information of both Windigo and our Customers.

Email/Instant Messaging

Email should be transmitted only to those individuals who have a business need to receive them. All Windigo policies and procedures concerning work-related activities, including harassment, apply to the use of Email. Personal use of email systems is not acceptable.

Policy Violations

The use of the Internet and/or email systems by an employee for personal use and/or for unlawful, harassing, discriminatory, defamatory, obscene or other purpose deemed inappropriate by the Company, is strictly prohibited and may be the basis for progressive corrective action. Those employees found to be in violation of this policy, may have the privilege of access to these systems revoked and should the essential functions of your job require such access you may be subject to immediate termination.

**WINDIGO**

LOGISTICS

##### COMPANY ID AND TURNSTILE PROCEDURES

I. The identification badge is company property and if lost or damaged there is a $10.00 replacement fee.

1. If for any reason employment ends the badge must be turned into a Supervisor or Human Resources.
2. If you come in through the turnstile you MUST exit out of the turnstile.
3. The badge only has to be held close to the front of the badge reader.
4. Do not press any of the buttons or come into contact with the reader.
5. If you tty to use the card more than once to ENTER without an EXIT for the day, the card will be rejected. You will then have to notify your Supervisor to be let in for the day. A Supervisor will have to have the badge reset.
6. A log will be kept on all employees needing to re-set their badges and a badge report will be pulled to verify if an employee was t1ying to use their badge to give another employee entrance into the building.
7. As soon as you hear the click sound press on the bars of the gate to revolve it for access.
8. **DO NOT USE YOUR BADGE TO PROVIDE ACCESS FOR ANOTHER**

**PERSON.** This is a violation of Company rules, and is subject to disciplinaiy action

### WINDIGO

LOGISTICS

###### Workplace Violence Policy & Guidelines

**Purpose**

Windigo's goal is to provide a workplace free from violence for its associates.

**Coverage**

This policy applies to all persons on Company property, including but not limited to associates with permanent or temporary assignments, third-party drivers and other visitors. This policy applies to associate's off-duty conduct if it has a potential adverse impact on the associate's ability to perform his or her assigned duties and responsibilities.

Definitions for "Workplace Violence" are found on Appendix A.

**Prohibited Actions and Behaviors**

All persons on company property are prohibited from making threats or engaging in violent activities. Such behavior includes, but is not limited to, the following:

* Causing physical injury to another person;
* Making threatening remarks;
* Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
* Intentionally damaging or threatening to damage Company property or property on Company property;
* Possession of a weapon while on company property or while on company business in violation of Company policy and applicable law;
* Committing acts motivated by, or related to, harassment or discrimination based on any protected class (such as gender, race, national origin) or domestic violence;
* Retaliating against any person who, in good faith, reports a violation of this policy.

An associate's violation of this policy shall constitute unacceptable personal conduct as it relates to Windigo's Work Rules expectations. Acts of violence, as defined herein, will be grounds for disciplinary action, up to and including termination.

An associate's act of off-duty violent conduct may also be grounds for disciplinary action, up to and including termination if there is a potential adverse impact on an associate's ability to perform his or her assigned duties and responsibilities.

Non-associates engaged in violent acts on company premises will be escorted from the premises and/or reported to the proper authorities.

**How Do You Protect Yourself and Your Co-Workers?**

Be aware of potential behaviors that could lead to a workplace violence situation. **Elevate your concerns to your supervisors, management, or corporate** (see "Reporting Responsibilities", below).

Examples of Warning Signs include:

* Discussing weapons or bringing them into the workplace; conversations indicating a plan for violence such as homicide or suicide; excessive interest in violence or violent themes;
* Displaying obvious signs of extreme stress (emotional or physical), resentment, hostility, or anger;
* Making threatening remarks;
* Sudden or significant deterioration of performance;
* Displays irrational or inappropriate behavior or behavior that is unusual for the individual in question;
* One who intimidates, verbally abuses, harasses or mistreats others;
* One who engages in numerous conflicts with co-workers or customers; challenges or resists authority;
* Appears to be self-medicating with drugs or alcohol;
* Appears depressed or suffering from severe mood swings;
* Appears unusually distressed regarding a recent personal event (divorce, separation, death in the family, financial concerns, etc.);
* Blames others for problems in life or work;
* Isolates themselves from others.

**What are Your Responsibilities as an Associate?**

Be aware of your surroundings. Be alert to the possibility of violence on the part of associates, former associates, customers and strangers. Associates shall place safety as their highest concern, and shall report all acts of violence and threats of violence immediately to the Company. All reports of violence will be investigated and handled by the Company with sensitivity and discretion.

**Who Can You Report Your Concerns To?**

* Any supervisor, manager or HR Department at your facility;

**Support and Protections**

If you feel that you need accommodations or adjustments to your work schedule, location or working conditions due to an incident of workplace violence, you **must** inform the Company in order for us to assist. Please talk to your HR Representative, any supervisor or manager or contact Corporate HR. Windigo will accommodate these requests and needs when possible and as appropriate.

Additionally, Windigo has provided associates with access to an **Employee Assistance Program (EAP).** This is available to you on an as-needed basis in accordance with the terms of the program. Additionally, you also may be entitled to leave time for medical, court, or counseling appointments related to trauma and/or victimization. The following options should be considered based on your eligibility:

* Flex Scheduling
* Vacation
* Sick Leave
* FMLA Leave
* State Domestic Violence Leave where applicable
* Short-Term Disability
* Personal leave without pay

**Retaliation**

Windigo prohibits retaliation against any associate who, in good faith, reports a violation of this policy. Every effort will be made to protect the safety and anonymity of anyone who comes forward with concerns about a threat or act of violence.

**Authorized Exceptions to Possession of a Weapon on Company Grounds:**

An individual may possess a weapon if possession is:

* In *strict* compliance with applicable state and federal laws, except to the extent lawfully prohibited by the Company by a policy in accordance with such laws;
* Required as a part of his/her job duties (i.e. security).

**Workplace Violence Policy & Guidelines Appendix A: Definitions**

* **Workplace Violence** includes, but is not limited to, intimidation, bullying, stalking, threatening behavior, physical assault, domestic violence or property damage in the workplace, and includes acts of violence committed by associates, clients, customers, relatives, acquaintances or strangers in the workplace.
* **Intimidation** is engaging in actions that includes but is not limited to behavior intended to frighten, coerce, or induce duress.
* **Bullying** is unwanted offensive and malicious behavior which undermines an individual or group through persistently negative attacks. There is typically an element of vindictiveness and the behavior is calculated to undermine, patronize, humiliate, intimidate or demean the recipient. (Further information on "Bullying" can be found on Appendix B).
* **Stalking** involves harassing or pestering an individual, in person, in writing, by telephone or electronic format. Stalking can involve following an individual, spying on them, alarming the recipient or causing them distress and may involve violence or the fear of violence.
* **Threat** is the expression of intent to cause physical or mental harm. Even a facial expression can constitute a threat even if the party communicating the threat cannot presently carry out the threat.
* **Physical Assault** is unwanted or hostile physical contact such as poking, hitting, fighting, pushing, shoving, throwing objects, stabbing or shooting.
* **Domestic Violence** is the use of abusive or violent behavior, including threats and intimidation, between people who have an ongoing or prior intimate relationship. This could include people who are married or date or who have been married, lived together or dated or even mere roommates.
* **Property Damage** is intentional damage to property and includes property owned by the company, associates, customers, visitors or vendors.
* **Workplace** is any location, either permanent or temporary, where an associate performs any work-related duty. This includes, but is not limited to, the buildings and the surrounding perimeters, including the parking lots, field locations, alternate work locations, company sponsored events and travel to and from work assignments.

Workplace Violence Policy & Guidelines Appendix 8: Bullying

Windigo defines bullying as *"repeated inappropriate behavior, either direct or indirect, whether*

*verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment."*

"Bullying" violates Windigo's Code of Ethics, Work Rules and the Fairness Core Behavior which clearly state that all associates will be treated with dignity and respect.

Windigo will not tolerate bullying behavior for any reason whatsoever. Associates found in violation of this anti-bullying policy shall be disciplined, up to and including termination.

Windigo considers the following types of behavior examples of bullying:

* **Verbal Bullying:** slandering, ridiculing or humiliating a person or his/her family members; persistent name calling which is hurtful, insulting or humiliating; teasing; using a person as butt of jokes; abusive and offensive remarks.
* **Physical Bullying:** pushing; shoving; kicking; poking; tripping; assault, or threat of physical assault; damage to a person's work area or property.
* **Gesture Bullying:** non-verbal threatening gestures, even glances which can convey threatening messages.
* **Exclusion:** socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may demonstrate bullying in the workplace:

* Persistent singling out or the deliberate exclusion/isolation of one person
* Not allowing the person to speak or express him/herself (i.e., ignoring or interrupting).
* Personal insults and use of offensive nicknames
* Public humiliation in any form, including inappropriate public reprimands or shouting in public
* Constant criticism on matters unrelated or minimally related to the person's job performance or description
* Repeatedly accusing someone of errors which cannot be documented
* Deliberately interfering with mail and other communications
* Spreading rumors and gossip regarding individuals
* Interfering with an associate's ability to do his or her work (i.e., overloading, under loading, withholding information, setting meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions)
* Inflicting menial tasks outside the normal responsibilities of the job



###### Code of Business Conduct and Ethics Policy

**Policy Purpose:** The Code of Business Conduct and Ethics (the "Code") sets forth legal and ethical standards of conduct for employees, officers and trustees of Windigo Logistics and its subsidiaries (collectively, the "Company"). This Code is intended to deter wrongdoing and to promote the conduct of all Company business in accordance with high standards of integrity and in compliance with all applicable laws and regulations. This Code applies to the Company and all of its subsidiaries and other business entities controlled by it worldwide.

This Code is drafted broadly and cannot cover every issue that may arise. No code of business conduct or ethics can effectively substitute for the thoughtful judgment and behavior of an ethical trustee, officer or employee. It does provide, however, basic principles to help guide employees, officers and trustees of the Company. There will be times when you are unsure about how this Code applies.

Compliance with Laws, Rules and Regulations

The Company requires that all employees, officers and trustees comply with all laws, rules and regulations applicable to the Company wherever it does business. You are expected to use good judgment and common sense in seeking to comply with all applicable laws, rules and regulations and to ask for advice when you are uncertain about them.

If you become aware of the violation of any law, rule or regulation by the Company, whether by its employees, officers, trustees or any third-party doing business on behalf

of the Company, it is your responsibility to promptly report the matter to your supervisor or to HR. While it is the Company's desire to address matters internally, nothing in this Code should discourage you from reporting any illegal activity, including any violation of the securities laws, antitrust laws, environmental laws or any other federal, state or foreign law, rule or regulation, to the appropriate regulatory authority. Employees, officers and trustees shall not discharge, demote, suspend, threaten, harass or in any other manner discriminate or retaliate against an employee because he or she reports any such violation, unless it is determined that the report was made with knowledge that it was false.

This Code should not be construed to prohibit you from testifying, participating or otherwise assisting in any state or federal administrative, judicial or legislative proceeding or investigation.

Compliance with Company Policies

Each employee, officer and trustee is expected to comply with all Company policies and rules as in effect from time to time. Beyond compliance with laws, the Company requires that all employees, officers and trustees act in a manner which meets the highest standards of ethical behavior. The honesty and integrity of our business conduct must not be compromised.

Conflicts of Interest

Employees, officers and trustees must act in the best interests of the Company. You must refrain from engaging in any activity or having a personal interest that presents a "conflict of interest" and should seek to avoid even the appearance of a conflict of interest. A conflict of interest occurs when your personal interest interferes with the interests of the Company. A conflict of interest can arise whenever you, as an employee, officer or trustee, take action or have an interest that prevents you from performing your Company duties and responsib ities honestly, objectively and effectively.

For example, and, except as provided in our Declaration of Trust:

* No employee, officer or trustee shall perform services as an employee, officer, trustee, consultant, advisor or in any other capacity for a competitor of the Company, other than services performed at the request or the Company;
* No employee, officer or trustee shall have a financial interest in a competitor of the Company, other than a financial interest representing less than one percent (1%) of the outstanding shares of a publicly-held company;
* No employee, officer or trustee shall use his or her position with the Company to influence a transaction with a supplier or customer in which such person has any personal interest, other than a financial interest representing less than one percent (1%) of the outstanding shares of a publicly-held company;
* No employee, officer or trustee shall solicit or accept gifts, favors, loans or preferential treatment from any person or entity that does business or seeks
* to do business with the Company; and
* No employee, officer or trustee shall exercise supervisory or other authority on behalf of the Company over a co-worker who is also a family member. The employee's supervisor and/or the Legal Department will consult with the Human Resources Department to assess the advisability of reassignment.

It is your responsibility to disclose any transaction or relationship that reasonably could be expected to give rise to a conflict of interest to the HR Department or, if you are an executive officer or trustee, to the Board, who shall be responsible for determining whether such transaction or relationship constitutes a conflict of interest.

Corporate Opportunities

Employees, officers and trustees owe a duty to the Company to advance its legitimate interest when the opportunity to do so arises. Except as provided in the Company's Declaration of Trust, with respect to certain. persons, if you learn of a business or investment opportunity through the use of Company property or information or your position at the Company, such as from a competitor or actual or potential customer, supplier, or business associate of the Company, you may not participate in the opportunity or make the investment without the prior written approval of the HR Department. You may not use Company property or information or your position at the Company for improper personal gain, and except as provided in the Company's Declaration of Trust, you may not compete with Company.

Insider Trading

Employees, officers and trustees who have material non-public information about the Company or other companies, including our suppliers and customers, as a result of their relationship with the Company are prohibited by law and Company policy from trading in securities of the Company or such other companies. In addition, employees, officers and trustees are prohibited from recommending, "tipping" or suggesting that anyone else buy or sell stock or other securities of the Company or any other company on the basis of material, nonpublic information. Violation of insider trading laws can result in severe fines and criminal penalties, as well as disciplinary action by the Company, including potential

termination of employment. 2

---===================--=--=----

Information is "non-public" if it has not been made generally available to the public by means of a press release or other means of widespread distribution. Information is "material" if a reasonable investor would consider it important in a decision to buy, hold or sell stock or other securities. As a rule of thumb, any information that would affect the value of stock or other securities should be considered material.

The laws against insider trading are specific and complex. If you are uncertain about the constraints on your purchase or sale of any Company securities or the securities of any

other company that you are familiar with by virtue of your relationship with the Company, you should consult with the HR Department before making any such purchase or sale.

Confidentiality

Employees, officers and trustees must maintain the confidentiality of confidential information entrusted to them by the Company or other companies, including our suppliers and customers, except when disclosure is authorized by a supervisor or legally mandated. Unauthorized disclosure of any confidential information is prohibited. Additionally, employees should take appropriate precautions to ensure that confidential or sensitive business information, whether it is proprietary to the Company or another company, is not communicated within the Company except to employees who have a need to know such information to perform their responsibilities for the Company.

Third parties may ask you for information concerning the Company. Subject to the exceptions noted in the preceding paragraph, employees, officers and trustees (other than the Company's authorized spokespersons) must not discuss internal Company matters with, or disseminate internal Company information to, anyone outside the Company, except as required in the performance of their Company duties and, if appropriate, after a confidentiality agreement is in place. This prohibition applies particularly to inquiries concerning the Company from the media, market professionals (such as securities analysts, institutional investors, investment advisers, brokers and dealers) and security holders. All responses to inquiries on behalf of the Company must be made only by the Company's authorized spokespersons. If you receive any inquiries of this nature, you must decline to comment and refer the inquirer to your supervisor or one of the Company's authorized spokespersons. The Company's policies with respect to public disclosure of internal matters are described more fully in the Company's Disclosure Policy, which is available on the Company's Intranet.

You also must abide by any lawful obligations that you have to your former employer. These obligations may include restrictions on the use and disclosure of confidential information, restrictions on the solicitation of former colleagues to work at the Company and non-competition obligations.

Honest and Ethical Conduct and Fair Dealing

Employees, officers and trustees should endeavor to deal honestly, ethically and fairly with the Company's customers, suppliers, competitors and employees and other third parties. Statements regarding the Company's products and services must not be untrue, misleading, deceptive or fraudulent. In the course of business dealings on behalf of the Company, no employee should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair-dealing practice.

The Company is committed to free and open competition in the marketplace and throughout all business dealings. Employees should avoid all actions that reasonably could be construed as being anti-competitive, monopolistic or otherwise contrary to

laws, rules or regulations governing competitive practices in the marketplace, including federal and state antitrust laws. Such actions include misappropriation and/or misuse of a competitor's confidential information or making false statements about the competitor's business and business practices. See Antitrust section below for further guidance.

Protection and Proper Use of Corporate Assets

Employees, officers and trustees should seek to protect the Company's assets, including proprietary information. Theft, carelessness and waste have a direct impact on the Company's financial performance. Employees, officers and trustees must use the Company's assets and services solely for legitimate business purposes of the Company and not for any personal benefit or the personal benefit of anyone else.

Gifts and Gratuities

The use of Company funds or assets for gifts, gratuities or other favors to government officials is prohibited, except to the extent such gifts, gratuities or other favors are in compliance with applicable law, insignificant in amount and not given in consideration or expectation of any action by the recipient. The use of Company funds or assets for gifts to any customer, supplier or other person doing or seeking to do business with the Company is prohibited, except to the extent such gifts are in compliance with the policies of both the Company and the recipient and are in compliance with applicable law.

Employees, officers and trustees must not accept, or permit any member of his or her immediate family to accept, any gifts, gratuities or other favors from any customer, supplier or other person doing or seeking to do business with the Company, other than items of insignificant value. Any gifts that are not of insignificant value should be returned immediately and reported to your supervisor. If immediate return is not practical, they should be given to the Company for charitable disposition or such other disposition as the Company, in its sole discretion, believes appropriate.

Common sense and moderation should prevail in business entertainment engaged in on behalf of the Company. Employees, officers and trustees should provide, or accept, business entertainment to or from anyone doing business with the Company only if the entertainment is infrequent, modest, intended to serve legitimate business goals and in compliance with applicable law.

Bribes and kickbacks are criminal acts, strictly prohibited by law. You must not offer, give, solicit or receive any form of bribe or kickback anywhere in the world. The Foreign

Corrupt Practices Act prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. It is strictly prohibited to make illegal payment to government officials of any

country. Refer to the Company's FCPA and Anti-Corruption policies and procedures for more information and guidance.

In addition, the U.S. government has a number of laws and regulations regarding business gratuities which may be accepted by U.S. government personnel. The promise, offer or delivery to an official or employee of the U.S. government of a gift, favor or other gratuity in violation of these rules would not only violate Company policy but could also be a criminal offense. State and local governments, as well as foreign governments, may have similar rules. The Company's HR department can provide guidance to you in this area.

Accuracy of Books and Records and Public Reports

Employees, officers and trustees must honestly and accurately report all business transactions. You are responsible for the accuracy of your records and reports.

Accurate information is essential to the Company's ability to meet legal and regulatory obligations. All Company books, records and accounts shall be maintained in accordance with all applicable regulations and standards and accurately reflect the true nature of the transactions they record. The financial statements of the Company shall conform to generally accepted accounting rules and the Company's accounting policies. No undisclosed or unrecorded account or fund shall be established for any purpose. No false or misleading entries shall be made in the Company's books or records for any reason, and no disbursement of corporate funds or other corporate property shall be made without adequate supporting documentation.

It is the policy of the Company to provide full, fair, accurate, timely and understandable disclosure in reports and documents filed with, or submitted to, the Securities and Exchange Commission and in other public communications.

Dealings with Independent Auditors

No employee, officer or trustee shall, directly or indirectly, make or cause to be made a materially false or misleading statement to an accountant in connection with (or omit to state, or cause another person to omit to state, any material fact necessary in order to make statements made, in light of the circumstances under which such statements were made, not misleading to, an accountant in connection with) any audit, review or examination of the Company's financial statements or the preparation or filing of any document or report with the SEC. No employee, officer or trustee shall, directly or indirectly, take any action to coerce, manipulate, mislead or fraudulently influence any independent public or certified public accountant engaged in the performance of an audit or review of the Company's financial statements.

Antitrust

Antitrust laws are designed to protect the competitive process. These laws are based on the premise that the public interest is best served by vigorous competition and will suffer from illegal agreements or collusion among competitors. Antitrust laws generally prohibit:

* agreements, formal or informal, with competitors that harm competition or customers, including price fixing and allocations of customers, territories or contracts;
* agreements, formal or informal, that establish or fix the price at which a customer may resell a product; and
* the acquisition or maintenance of a monopoly or attempted monopoly through anti- competitive conduct.

C.ertain kinds of information, such as pricing, production and inventory, should not be exchanged with competitors, regardless of how innocent or casual the exchange may be and regardless of the setting, whether business or social.

Antitrust laws impose severe penalties for certain types of violations, including criminal penalties and potential fines and damages of millions of dollars, which may be tripled under certain circumstances. Understanding the requirements of antitrust and unfair competition laws of the various jurisdictions where the Company does business can be difficult, and you are urged to seek assistance from your supervisor

===---5

or the HR Department whenever you have a question relating to these laws.

Discrimination and Harassment

The diversity of the Company's employees is a tremendous asset. We are firmly committed to providing equal opportunity in all aspects of employment and will not

tolerate any illegal discrimination or harassment of any kind. Examples include derogatory comments based on racial or ethnic characteristics and unwelcome sexual advances. Refer to the Company's policies on equal employment opportunity, discrimination and harassment in the Employee Handbook for more information.

Environment, Health & Safety

The Company is committed to providing a safe and healthy working environment for its employees and to avoiding adverse impact and injury to the environment and the communities in which we do business. Company employees must comply with all applicable environmental, health and safety laws, regulations and Company standards. It is your responsibility to understand and comply with the laws, regulations and policies that are relevant to your job. Failure to comply with environmental, health and safety laws and regulations can result in civil and criminal liability against you and the Company, as well as disciplinary action by the Company, up to and including termination of employment. You should contact the HR Department I if you have any questions about the laws, regulations and policies that apply to you. All Company employees should strive to conserve resources and reduce waste and emissions through recycling and other energy conservation measures. All Company employees have a responsibility to promptly report any known or suspected violations of environmental laws or any events that may result in a discharge or emission of hazardous materials. The Company is committed not only to complying with all relevant health and safety laws, but also to conducting business in a manner that protects the safety of its employees. All employees are required to comply with all applicable health and safety laws, regulations and policies relevant to their jobs. If you have a concern about unsafe conditions or tasks that present a risk of injury to you, please report these concerns immediately to your supervisor or the Human Resources Department or the Process and Safety Department.

Waivers of this Code of Business Conduct and Ethics

Waivers of this Code will be granted on a case-by-case basis and only in extraordinary

circumstances. Any waiver of this Code for trustees, executive officers or others may be made by the Board, or by the Audit Committee, and must be promptly disclosed to the Company's shareholders in accordance with all applicable laws, rules and regulation, including without limitation the requirements of the New York Stock Exchange. Waivers

of this Code for other employees may be made by an executive officer of the Company, with the concurrence of the HR Department.

Reporting and Compliance Procedures

Every employee, officer and trustee has the responsibility to ask questions, seek guidance, report suspected violations and express concerns regarding compliance with this Code. Any employee, officer or trustee who knows or believes that any other

employee or representative of the Company has engaged or is engaging in Company- related conduct that violates applicable law or this Code should report such information to his or her supervisor or to the HR Department, as described below. You may report such conduct openly or anonymously without fear

of retaliation. The Company will not discipline, discriminate against or retaliate against any employee who reports such conduct, unless it is determined that the report was made with knowledge that it was false, or who cooperates in any investigation or inquiry regarding such conduct. Any supervisor who receives a report of a violation of this Code must immediately inform the HR Department.

You may report violations of this Code, on a confidential or anonymous basis, by contacting the HR Department.

If the HR Department receives information regarding an alleged violation of this Code, he or she shall, as appropriate, (a) evaluate such information, (b) if the alleged violation involves an executive officer or a trustee, inform the Chief Executive Officer and Board of Trustees of the alleged violation, (c) determine whether it is necessary to conduct an informal inquiry or a formal investigation and, if so, initiate such inquiry or investigation, and (d) report the results of any such inquiry or investigation, together with a recommendation as to disposition of the matter, to the Chief Executive Officer for action, or if the alleged violation involves an executive officer or a trustee, report the results of any such inquiry or investigation to the Board or a committee thereof. Employees, officers and trustees are expected to cooperate fully with any inquiry or investigation by the Company regarding an alleged violation of this Code. Failure to cooperate with any such inquiry or investigation may result in disciplinary action, including possible discharge.

The Company shall determine whether violations of this Code have occurred and, if so, shall determine the disciplinary measures to be taken against any employee who has violated this Code. In the event that the alleged violation involves an executive officer or a trustee, the Chief Executive Officer and the Board, respectively, shall determine whether a violation of this Code has occurred and, if so, shall determine the disciplinary measures to be taken against such executive officer or trustee.

Failure to comply with the standards outlined in this Code will result in disciplinary action including, but not limited to, reprimands, warnings, probation or suspension without pay, demotions, reductions in salary, discharge and restitution. Certain violations of this Code may require the Company to refer the matter to the appropriate governmental or regulatory authorities for investigation or prosecution.

Moreover, any supervisor who directs or approves of any conduct in violation of this Code, or who has knowledge of such conduct and does not immediately report it, also will be subject to disciplinary action, including possible discharge.

Condition of Employment or Services

All employees, officers and trustees shall conduct themselves at all times in the best interests of the Company. Compliance with this Code is a condition of employment with the Company, and conduct not in accordance with this Code may result in disciplinary action, including termination of employment.

This Code is a statement of the fundamental principles and key policies and procedures that govern the conduct of the Company's business. This Code is not an employment contract, nor is it intended to be an all-exclusive policy statement on the part of the Company. It does not create any obligation to or rights in any employee, trustee, customer, supplier, competitor, shareholder or any other person or entity.

The Company reserves the right to provide the final interpretation of the policies it contains and to revise those policies as it deems necessary or appropriate.

7

# WINDIGO

LOGISTICS

#### Substance Abuse Policy

**Policy:** Windigo is committed to providing a drug free workplace. To ensure the safety of all individuals and to promote productivity, the Company will perform drug and/or alcohol testing in compliance with federal, state and local laws and take appropriate action to address drug and alcohol concerns in the workplace.

**1.0 Prohibited Conduct Concerning Alcohol and Drugs**

* 1. The following conduct by Associates is prohibited:
		1. Reporting for work or remaining on duty after the Associate has consumed alcohol or drugs in any amount that adversely affects the Associate's job performance.
		2. Consuming alcohol at any time during an Associate's workday. This includes, but is not limited to, while an Associate is on or off the premises of the Company, as well as during the Associate's meal and other break periods.
			1. Exception: This prohibition does not include the authorized and reasonable consumption of alcohol by an Associate of legal drinking age at functions or activities sponsored by the Company or a client. However, responsible, professional, business-like behavior is expected of Associates (including management) at all times. Inappropriate, unprofessional behavior associated with alcohol consumption may subject Associates (including management) to disciplinary action, up to and including termination.
		3. Engaging in any illegal or unauthorized use of drugs at any time while on or off-duty. This includes, but is not limited to, while an Associate is on or off the premises of the Company, as well as during the Associate's meal and other break periods.
			1. This prohibition does not apply to prescription or over-the-counter medications taken by Associates in safety-sensitive positions which:
				1. have been lawfully prescribed to, or obtained by, the Associate;
				2. are being used by the Associate in accordance with the prescription's guidelines (if applicable); and
				3. before reporting to work under the influence of such medication, the Associate has inquired whether the drug manufacturer or the Associate's physician warns against driving, operating machinery, or performing other work- related safety-sensitive tasks, or warns of likely side effects that would impair the ability to perform job functions. If such warnings exist, the Assoc,-ate-=t-ak1ng the medie-a-tt°0l'RilHSt inform Corp0icat-€=Muman Resources-

at 678-387-4764 of such restrictions before reporting to work under the influence of such substances. When informing Corporate Human Resources of such restrictions as set forth above, the Associate should not initially identify the medication(s) being used or the reason for its use. Corporate Human Resources will evaluate and respond to this information on a case­ by-case basis. Responses may include, among other things, temporary job reassignment or modifications, a request for additional medical documentation and consultation, and/or an instruction that the Associate not work until the restriction is removed. Any Associate reporting to work without first advising, as required above, the Company about warnings accompanying lawfully prescribed or obtained medications will be subject to disciplinary action up to and including possible termination of employment. An Associate's lack of knowledge concerning such warnings will not excuse a violation of this rule where an Associate has failed to make the inquiries required by this rule. For purposes of this Policy, in those states where marijuana use is either legal for recreational or medical use, such use must be reported in accordance with 1.1.c.(i.).

* 1. **Substances Subject to Testing**
	2. The following substances are subject to testing subject to state and locallaw:
		1. Drugs: Amphetamines, Cocaine, Marijuana, Opiates, PCP, Barbiturates,

Benzodiazepine, Methaqualone, Methadone, Propoxyphene

* + 1. Alcohol: Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

3.0 **When Testing Will Be Conducted**

* 1. **Post-Offer, Pre-Employment:** Pre-employment drug screens are required for all applicants who have received and accepted a conditional offer of employment. Applicants who have received a conditional job offer will be provided with the appropriate authorization and disclosure forms. The drug screen must be completed within three (3) business days at an approved facility. Under no circumstances will an applicant be permitted to start work of any kind prior to the receipt of a negative drug test. In situations where an applicant refuses to be tested the job offer will be withdrawn. If the confirmatory test returns a positive result, the applicant will be considered as having failed the pre-employment screening process.
	2. **Reasonable Suspicion:** When there is a *reasonable suspicion* (as defined below or as by applicable state or local law) that an Associate has used or may have used drugs or alcohol in violation of this Policy, the Associate will be required to submit to drug/alcohol testing.
		1. Reasonable suspicion includes, but is not limited to, instances where an Associate appears to be under the influence of alcohol and/or drugs, where drugs and/or alcohol use is believed to be a cause of deteriorating performance, where there is a credible and substantiated report of potential drug and/or alcohol use or there is evidence of use,

==========--nossession -ale,selieltation OF-tr-Birs-ferof drugs or--=alt0f:!0l=while on €0mpany-

property. The Company reserves the right to determine whether reasonable suspicion exists.

* + 1. When available, two (2) trained management Associates who have completed Windigo's Reasonable Suspicion Training must observe and document the Associate's behavior, appearance, demeanor, speech, breath and/or body odors to determine the need for testing.
		2. Any positive test resulting from a reasonable suspicion test will result in discharge, subject to state and local regulations.
		3. The Company reserves the right to inspect and/or search all Company property at any time for any reason. When there is reasonable suspicion that this policy has been violated or may have been violated, the Company may seek an Associate's consent to search the Associate's personal property within Company premises, for alcohol, controlled or illegal substances or any other substances which impair job performance. Refusal to submit to any such inspection or refusal to cooperate in any investigation will subject an Associate to disciplinary action up to and including immediate discharge.
	1. **Post-Accident:** Any industrial accident or near-miss which results in off-site, third party medical assessment/treatment or damage to equipment or property (causing damage reasonably estimated to be approximately $1000 or more based on the Company's observation of the damage, judgment and experience) where it is probable that the Associate caused or contributed to the accident, will be cause for drug and or alcohol. A positive result will result in discharge, subject to state and local regulations. Post-accident testing will be administered in compliance with regulations and state and locallaws.
	2. **Random:** At locations where state or local law permits and in accordance with any applicable local, state or federal regulations, Windigo will, on a quarterly basis, randomly test Associates for compliance with this Policy. As used in this Policy, "random testing" means a method of selection of Associates for drug testing to be performed by a third party testing facility. The selection will result in an equal probability that any Associate from a group of Associates will be tested. The Company has no discretion to waive the selection of an Associate selected by this random selection method. The selection pool utilized in this random testing provision will include all Associates in active status, including management personnel, as permitted by applicable state and local laws. Once an Associate is notified of their selection, they must be taken for testing immediately. Any positive result will result in discharge, subject to state and local regulations.
	3. With the exception of random drug testing, during any period where a test result is pending, an Associate may be placed on unpaid leave or may be placed in non-safety sensitive position at the Company's discretion until the results of the test are known. If the test results are negative, and the Associate is on unpaid leave of absence, the Associate will be paid for the time off and returned to duty at his/her next scheduled shift.

4.0 **Testing Facilities and Testing Process**

\_4-=.l==U=n\_less noted, the below appl all Associates (and includes Applicants who are subject to pre­ employment rug testing because t ey ave receive a conditional Job offer).

* 1. The Company utilizes third party administrators to assist the Company with the management of the drug testing process. The Company will treat all drug testing- records as confidential as required by law. The Company will not disclose the results of a test without the Associate's consent or a court order.
	2. The Applicant or Associate will be referred to an independent, certified medical clinic or laboratory which will administer the test and confirmation testing. The Company will pay the cost of the test. The Applicant or Associate will be provided with required paperwork regarding the test and is required to complete an authorization for such testing, including the authorization for release to the Company of medical information regarding the test results. The Applicant or Associate will have the opportunity to alert the clinic or laboratory to any prescription or non-prescription drugs that he or she has taken that may affect the outcome of the test.
	3. Initial drug test will be done by EMIT II. Positive results will be confirmed by gas chromatography/mass spectrometry.
	4. A Medical Review Officer (MRO) will be utilized to review each presumptively positive result.
	5. All drug testing (with the exception of testing described in 4.7 below) will be performed by urinalysis. The clinic or laboratory will inform the Company as to whether the Applicant or Associate passed or failed the drugtest.
	6. For reasonable suspicion and post-accident ALCOHOL testing ONLY, the following parameters apply:
		1. An alcohol test result greater than 0.02 BAC but less than 0.039 BAC - Associate will be sent home and will serve an unpaid suspension of two (2) days. The Associate will be required to "pass" an alcohol test with 0.02 BAC or less before returning to work. An Associate or Applicant who is unable to provide an alcohol test result of 0.02 BAC or less will be discharged, subject to state and local regulations.
		2. An alcohol test result of 0.04 BAC or greater will result in discharge, subject to state and local regulations.
	7. The MRO will make three (3) attempts to contact the Associate or Applicant within the 72-hour period following a confirmed positive result. Absent extenuating circumstances, if the Associate or Applicant fails to return the MRO phone call, or if the Associate or Applicant fails to provide documentation as requested by the MRO within 72 hours of the request, the result will be a non­ contact positive and will result in discharge, subject to state and local regulations.
	8. Should an Associate or Applicant wish to request an additional review of any positive test sample, this request must be made in writing within five (5) days of the result being communicated to the Associate, unlessapplicable state or local law dictates otherwise. This test will be conducted using the original sample at the Associate's expense, unless applicable state or local law dictates otherwise.

* 1. For resu ts s ppl1cant wrU-lJe require to prov1ae an

immediate second sample. The inability to provide a second sample without a legitimate medical explanation, or refusal to provide the second sample will be deemed a refusal to submit and will result in termination. A second negative dilute test will be treated as a negative result and the Associate or Applicant may be returned to work.

* 1. In all instances where there is a failure of an Associate or Applicant to provide a sample, the Associate will be provided with water for consumption for a period of up to two hours or their ability to provide a sample, whichever occurs first. Failure to provide a sample following the two­ hour period will be considered presumptive proof of refusal to submit to testing, unless there is a legitimate medical explanation for the refusal. An Associate or Applicant who claim to have a medical condition preventing them from providing a urine specimen will be required to submit a doctor's note within five days of the test from a physician specializing in such urinary conditions, to substantiate that the applicant or associate has such a medical condition.
	2. **Refusal to Submit to Testing**
	3. To the extent permitted by law, refusal to sign the authorization and consent form or to submit who refuses to submit to testing for drugs/alcohol is subject to discharge. To the extent permitted by law, an Applicant who refuses to sign the authorization and consent form or to submit to testing will be considered to have voluntarily withdrawn themselves for further consideration for hire. Refusing to submit includes, but is not limited to: excessive delay in reporting for a required test; refusing or failing to provide a specimen, or refusing or failing to attempt to provide a specimen without an adequate medical explanation; adulteration or substitution of a specimen, or attempting to adulterate or substitute a specimen;

failing to complete any paperwork required by the collection facility; failing to remain at the testing site until the test is completed; failing or refusing to submit to a second test that may be required by the collector or the Company; or, failing to cooperate with any aspect of the testing process.

* 1. Any deviation from this Policy requires the written approval of the Executive Vice President, Human Resources.
	2. Self-Identification of Substance Abuse Problem
	3. Consistent with and subject to the Company's policies concerning the Family and Medical Leave Act laws, and applicable leaves of absence and paid time off policies, Associates who voluntarily self-identify as having a drug or alcohol problem and who voluntarily request assistance for such problem will be referred to a substance abuse professional for an evaluation and for an appropriate counseling, treatment or rehabilitation program, if recommended. The cost of the evaluation and any counseling, treatment or rehabilitation is the Associate's responsibility. (For further details concerning an Associate's payment obligations, Associates should refer to their individual medical insurance plan.)
	4. This request must be made before the Associate is required to submit to a drug or alcohol test required by this Policy. Associates may not use this self-identification provision to avoid taking a test when required under this Policy or to avoid being disciplined for receiving a positive test result

====== r forrefusing-to submit to -=a--=t=-e=s==-----'------=== ==-=-

* 1. Once leave commences, periodic certification that the Associate is actively continuingto participate in the program, together with progress reports, shall also be required. As a further condition of taking such leave, the Associate will be required to authorize the attending substance abuse professional to communicate directly with the Company to confirm the Associate is compliant with the treatment protocol, except as federal or state law may otherwise require. All such oral and written communications between the substance abuse professional and the Company shall be treated as confidential.
	2. Except where local, federal or state law prohibits, all leave time taken for the evaluation, counseling, treatment or rehabilitation will be counted against the leave to which the Associate may be entitled under federal, state or local family and medical leave laws, or other applicable leave policy, if any.
	3. In accordance with the applicable "Agreement For Voluntary Treatment and Conditions for Continued Employment" executed by the Associate prior to the commencement of such leave, the Associate may be required to submit to a return-to-duty drugtest as a condition of returning to work and receive a negative result. In some cases, an Associate may be required to submit to a return-to-duty alcohol test as a condition of returning to duty, and if tested, must receive a

negative test result. The Associate may also be required to submit to unannounced follow-up drug tests and/or unannounced follow-up alcohol tests as part of the program.

* 1. **Agreement for Voluntary Treatment and Conditions for Continued Employment**
	2. An Agreement for Voluntary Treatment and Conditions for Continued Employment sets forth the terms and conditions the Associate may be required to submit to a return-to-duty drug test as a condition of returning to work and receive a negative result. In some cases, an Associate may be required to submit to a return-to-duty alcohol test as a condition of returning to duty, and if tested, must receive a negative test result. The Associate may also be required to submit to unannounced follow-up drug tests and/or unannounced follow-up alcohol tests as part of the program. An Associate who fails a required drug or alcohol screen will be in violation of this Policy and will discharged subject to federal, state and local laws.
	3. This Agreement is required for Associates who self-identify their existing substance abuse problem as described in section 6above.
	4. This Agreement (which may also be historically referred to as a "last chance agreement' in certain locations) will be required when, at management's discretion or as required by local or state law (and in compliance with non- discrimination laws and written approval from the Executive Vice President Human Resources), is provided to an Associate who tests positive on a drug/alcohol test in lieu of termination.
	5. As addictions vary from person to person, the duration of the testing required under the Agreement for the Voluntary Treatment and Conditions of Continued Employment will follow the recommendations of the Associate's professional treatment provider. The Company reserves the right to obtain a second opinion at its ownexpense.



* 1. Associates who violate the Company's policy are subject to the following consequences:
		1. Refusal to Submit: Although Associates have a right to refuse to submit to a test, Associates who refuse to submit to a test when requested will be terminated from employment.
		2. Positive Test Results: Any Associate who receives a verified positive drug test result or a confirmed alcohol test result of 0.04 BAC or greater will be terminated, except for Associates employed in Iowa (who receive positive

alcohol test results), Minnesota, Rhode Island or Vermont. Associates who receive a positive alcohol test result in Iowa, and Associates who receive a verified positive drug test result or a positive alcohol test result in Minnesota, Rhode Island or Vermont, will be suspended and may be subject to discipline, and must comply with thefollowing:

(i} Except as provided in subparagraph ii. of this section, ifthe Associate has not tested positive previously and agrees to rehabilitation, then the Associate will not be terminated and will be given an opportunity to sign and comply with the Company's Agreement for Voluntary Treatment and Conditions for Continued Employment. This Agreement provides an Associate with the opportunity to be evaluated for a drugproblem by a substance abuse professional and, if determined to be necessary by the evaluating substance abuse professional, to participate in a counseling, treatment or rehabilitation program, whichever is determined to be more appropriate by the substance abuse professional. Unless covered through the Associate's medicalplan, the cost of the evaluation and any counseling, treatment or rehabilitation will be paid at the Associate's own expense. The Associate also may be subject to a return-to-duty drug testing, and follow-up testing, as recommended by the substance abuse professional, and as permitted by applicable law.

* + - 1. However, an Associate who tests positive for the first time will be terminated, if the Associate: (1) refuses to sign the Agreement for Voluntary Treatment and Conditions for Continued Employment;

(2) refuses or fails to be evaluated by a substance abuse professional; (3) refuses to participate in the counseling, treatment or rehabilitation program recommended by the substance abuse professional, or (4) fails to successfully complete the program, as evidenced by, for example, the Associate's withdrawal from the program before its completion, or by a positive test result during or after the completion of the program.

* + - 1. Any Associate, who, after entering into an Agreement for Voluntary Treatment and Conditions for Continued Employment receives a verified positive drug test or a positive alcohol test will be terminated from employment.

C. Other Policy Violations: An Associate will be immediately removed from his or her job duties and will be subject to discipline, up to and including termination. In addition to the consequences imposed under this policy, an Associate who unlawfully manufactures, distr-r0ute:-s;-p0ssesse:s;=or--=tise

a controlled substance may be subject to criminal fines and/or imprisonment under federal, state or local law.

* 1. **Miscellaneous**
	2. It is recognized that situations may arise which are not specifically covered by this Policy (for example, situations involving Associates who have been arrested or convicted for off-the-job illegal drug use or activity). Such situations will be dealt with on a case-by-case basis and will take into account such things as the nature of the situation or problem, the Associate's overall employment record and job assignment, whether the incident casts a negative light on the Company, the potential impact on production, safety and customer relations, etc.
	3. Many localities and states have enacted drug and/or alcohol laws that may differ from those noted in this Policy and which afford Associates additional rights and/or impose additional restrictions. Additionally, some collective agreements may provide for different and or additional requirements. In such instances, the collective agreement provisions willtake precedence over this policy to the extent permitted by law.
	4. Certain job descriptions require that the Associate be licensed to drive certain commercial vehicles of a specific weight, size or because the materials that are being transported, some of which may be considered hazardous materials. These licenses are called Commercial Driver Licenses {CDL). The Department of Transportation {DOT) strictly regulates applicable drug testing requirements. For pre-employment, post-accident and random drug testing, the Company adheres to the DOT guidelines in place of this Policy. If further information is required, contact the Regional Human Resources Director or visit the Department of Transportation website at <http://www.transportation.gov/odapc> as well as the Company's DOT Drug Free Workplace Policy.
	5. This Policy supersedes all prior versions of the Substance Abuse Policy and may be revised at the sole discretion of management from time to time as it deems necessary.
	6. Questions regarding this Policy should be directed to Corporate Human Resources.

**f"Wl. WINDIGO**

LOGISTICS

###### Windigo Tolleson Medical Marijuana Policy

Effective 12/14/2022 Posted 12/14/2022

A registered qualifying employee shall not be considered to be under the influence of marijuana solely because of the presence of metabolites or components of marijuana that appear in insufficient concentration to cause impairment.

Simplistically, stated Windigo will not act solely on the results of a positive drug test if the employee is a registered cardholder.

However, employees may not use the medicine while on the job. For clarification, any employee using marijuana during scheduled hours or in possession on the employer's premises will be subject to termination.

Definition of a registered cardholder- Having presented to Human Resources a valid medical marijuana card prior to any incident. It is solely the employee's responsibility to maintain a valid non-expired card.

Employees who are impaired on the premises will be subject to discipline up to and including discharge.

Recognizing that state laws continue to be fluid in this area it is understood that the policy is subject to change.

**WINDIGO**

LOGISTICS

###### Associate Family Medical Leave Responsibilities

Windigo is committed to ensuring employment protections as mandated by the Family Medical Leave Act (FMLA} and the Americans with Disabilities Act, as amended (ADAAA). In order to guarantee those protections, associates have the following responsibilities to ensure proper communications and meet notification requirements.

**Applying for Leave**

If you have a Family Medical Leave (FML} qualifying event, you must apply for FML by calling Sedgwick (our FML administrator} at 888.436.9530 as soon as you are aware of the need for leave. It is also important that you notify your sites facility management or HR Representative.

If you have an on-the-job injury, in addition to complying with applicable Worker's Compensation processes, please note that FML will run concurrently with lost time Worker's Compensation leaves, if eligible for FML.

If you apply for State Disability benefits (State law applicable}, in addition you must also comply with the company FML process.

If you are unable to apply for FML immediately, your facility management or HR representative will initiate the claim upon your notification or notification from a family member. You must then complete the FML application process as soon as possible, **but no later than 48 hours after your first missed day of work.**

You must provide timely and sufficient information to Sedgwick, including the anticipated length and duration of the leave for Sedgwick to determine if the leave may qualify for FML protection. **You will have 15 days from receipt of Sedgwick's leave packet to have your physician complete and return the necessary paperwork.** Sufficient information may include an explanation or documentation of the following:

* that you are unable to perform job functions;
* that you are seeking treatment for a serious health condition; or birth/adoption/foster care of a dependent child
* that a member of your immediate family is unable to perform daily activities, needs hospitalization, or continuing treatment by a health care provider
* circumstances supporting the need for military family leave for yourself, spouse, son, daughter or parent

You will be required to ensure that Sedgwick receives the medical certification from your physician, as well as any periodic medical recertification documents requested to support the need for continued leave. All required medical certification should be submitted within 15 days. **It is your responsibility to follow up with Sedgwick to verify all documentation has been received within the timeframe required.**

**If your leave request is denied, time requested as FML will be subject to the Company attendance policy.**

**Associate Advance Notice: Continuous and Intermittent FML Leaves**

FML leave may be taken continuously, intermittently or on a reduced leave schedule when medically necessary, as approved by your physician. Leaves due to qualifying military exigencies may also be taken on a continuous or on an intermittent basis.

You must provide 30 days' advance notice for use of FML if the need is foreseeable. If advance notice is not possible, you must provide notice to Sedgwick and facility management or your HR Representative as soon as possible, **but no later than 48 hours after your first missed day of work.**

If you are taking intermittent leave based on planned medical treatment(s), you must make a reasonable effort to schedule planned medical treatment(s) or necessary medical supervision so as to minimize any disruption to operations. For intermittent leave that is unexpected or unplanned, notification to Sedgwick, as well as to facility management or your HR Representative should be provided as soon as you are aware of the need for the leave or scheduling of an appointment. If the leave is such that it disrupts operations or causes undue hardship to the business, Windigo may temporarily transfer you to a different shift or a comparable position for the duration of the intermittent leave.

For continuous leaves you should provide the anticipated date upon which the leave will commence and the projected duration of the leave to the extent known at the time of providing notice. Notification to Sedgwick, as well as to facility management or your HR Representative should be provided as soon as you are aware of the need for the leave.

In the case of an urgent situation, a family member or friend can verbally inform your supervisor that you are not able to be at work (i.e. you or a family member is in the hospital). However, you must personally follow up as soon as possible, **but no later than 48 hours after your first missed day of work.**

**Associate Call-In Responsibilities**

For intermittent leave, you are required to comply with facility call-in procedures to report FML related absences. You should provide enough information about the situation for the

supervisor to determine that leave being requested is for a reason that may qualify for FML.

You don't need to mention diagnosis or specific treatment; however, simply "calling in sick" is not enough detail to determine entitlement for FML. Notification should be made as soon as you are aware of the need for intermittent leave and whenever at all possible in advance of the start of your shift.

You are also required to notify Sedgwick and facility management or your HR Representative of any FML related absences as soon as possible but no later than 48 hours, with sufficient information for Sedgwick to determine if the absence may qualify for FML protection.

If the leave is taken continuously you are required to maintain communication with Sedgwick, as well as facility management or your HR Representative. You will be required to provide notification of any change of circumstances for which FML is being taken; for example, the duration or frequency of absences. **If your leave needs to be extended due to foreseeable reasons, or the parameters of your leave modified, you must notify Sedgwick as well as facility management or your HR Representative as soon as possible, and request an extension or modification.** Your entire leave, including extensions, will be no longer than your leave entitlement under the FML policy and as approved by Sedgwick.

**Use of Paid Time Off**

Subject to State law and/or unless otherwise dictated by your union's Collective Bargaining Agreement (CBA}, absences that qualify for a **continuous FML** must use all available bank sick time, current year sick time, accrued current year PTO or vacation leave and, if applicable, any reserve time available at the time of leave. In addition, if you qualify for Short Term Disability you must also use all available accrued time off before Short Term Disability payments begin. Please contact your facility management or HR Representative for additional information.

For an **intermittent FML leave,** you must use accrued sick time, PTO or vacation time when absent from work for FML reasons. Leave time taken after accrued available sick time, PTO or vacation time is exhausted will be unpaid.

**FML Time Calculation**

Only the amount of leave *actually* taken may be counted against your approved FML entitlement, and it must fall within the guidelines approved by your physician.

When a holiday falls during a week in which you are taking the full week of FML, the entire week is counted as FML. However, when a holiday falls during a week when you are taking less than the full week of FML, the holiday is not counted as FML, unless you were scheduled and expected to work on the holiday and used FML for that day.

**Regular and Overtime hours that you are unable to work because of an FML qualifying reason**

===

 **willhe\_caunteclas FMLiLthei fall within the guidelines approve!Lb.\_y\_y\_ru.rpr hysician. You must**

**contact Sedgwick and report any such absence. If intermittent FML hours are to be used**

**when required overtime hours have been scheduled, you must notify your supervisor at the time you are made aware of the required overtime that you will be unable to work due to an FML event.**

Unexcused absences not covered or approved by FML will fall under the Attendance Guidelines.

**Return to Work**

For continuous FML leaves, prior to your date of return you must notify your local HR representative of your return date. You will also need to provide a return to work certification from your attending health care provider to your supervisor prior to your scheduled return to work date. The return to work certification must indicate if you have any physical restrictions. Physical restrictions will be reviewed by facility management and your HR Representative before approval to return to work.

If you are not returning to work, you must notify us in writing. Not returning at the end of your approved leave of absence will be viewed as a resignation on your part.

**ADAAA Protections**

You do not need to be eligible for FML or Short Term Disability (STD) to potentially be covered by the Americans with Disabilities Act, as Amended (ADAAA). In order to provide protection and/or reasonable accommodation, if appropriate, your local HR Representative, Regional HR Director, HR Compliance, Benefits Department or Sedgwick may contact you with appropriate paperwork. If you believe you are covered by the ADAAA and need assistance, you may contact your local HR Representative, Regional HR Director, HR Compliance, Benefits, or Sedgwick for guidance.

**Facilities Covered by a Collective Bargaining Agreement (CBA)**

If you are eligible for other leaves per your union CBA, you must still abide by the guidelines identified in this document, the Associate Family Medical Leave Responsibilities, if eligible.

**WINDIGO**

##### LOGISTICS

###### Transitional Duty and Return to Work Policy

**Policy Purpose:** The Company's objective with the Transitional Duty and Return to Work Policy is to provide associates injured on the job with a temporary opportunity to continue working in an available position, consistent with any medical restrictions determined by the attending physician. It is the intent of the Company to assist the associate in their return to full medical release and, to the extent possible, to minimize the loss of earnings an Associate may experience after being injured on the job. With the main objective being to keep the Associate active in the workplace, there will be an emphasis on close collaboration between department managers and supervisors to locate temporary, productive alternative work that meets the injured Associate's capabilities or restrictions, as outlined by the treating physician. The program is designed to transition the Associate back to his/her usual and customary position after a job related injury. It is intended that this Policy will be compliant with the Americans with Disabilities Act of 1990 as it may apply to Associates sustaining an injury or illness on-the-job.

**Policy:** Windigo Logistics Services defines "transitional" work as temporary modified productive work assignments within the worker's physical abilities, knowledge and skills. Where feasible, taking into account, among other things, the volume of transitional work, facility volumes, safety, and any applicable contractual obligations, transitional positions will be made available to injured associates in order to minimize or eliminate time loss.

After the company has obtained the work restrictions from a treatment provider(s), a consideration will be made with regard to transitional duty work. Employees accepting transitional work shall receive temporary pmtial benefits as determined by each respective state workers' compensation law, plus a transitional work wage rate that when added to such temporary partial benefit, shall not equal less than one hundred percent (100%) of the associates base hourly rate normally received for the number of hours worked.

The authorized treating physician will be required to supply the Safety Department contact with a return to work evaluation specifying restrictions and/or capabilities so the Associate can be placed in an appropriate job. This return evaluation must indicate specific limitations and not refer to a pmticular job that can or cannot be performed. Windigo will determine appropriate work hours, shifts, duration and locations of all work assignments. Windigo reserves the right to dete1mine the availability, appropriateness and continuation of all transitional assignments.

If the worker returns to a transitional job, the worker must make sure that they do not go beyond either the duties of the job or the physician's restrictions. If the worker's restrictions change at any time, they must notify the Safety Depa1tment contact at once and provide a copy of the new medical release.

If there are no essential or non-essential jobs available, the Associate is refe1Ted to the Human Resources contact for determination of appropriate action which may include placement on a Medical Leave of absence among other appropriate potential solutions, in accordance with the state statutes and any collective bargaining agreement that applies. FML and workers compensation lost time run concurrently.

Upon receipt of the work restrictions, Workers Comp will explain the job duties, report date, wage, hours, and report time, duration of transitional work assignment, phone number and location of the transitional assignment. When offered to qualified employees, transitional work must be accepted, and refusal to accept transitional duty by an employee, otherwise entitled to worker compensation benefits, may result in a loss of or reduction of such benefits as specifically provided by the provisions of applicable federal or state worker's compensation statutes.

Transitional work duties and/or continuous leave will not continue beyond six (6) months/180 days, unless an applicable state law or collective bargaining agreement providing a longer period applies. At the point where the medical provider determines that the associate has reached maximum medical improvement and will not improve with further treatment the company will evaluate the associate's return to regular work as defined by the ADA. The company will **not** create a new position for an injured associate, and reinstatement to a prior position is required only if the associate is physically able to perform the essential functions and duties of the position.

All non-work injuries/illness may qualify under the company Family and Medical Leave Act (FMLA) and not this Policy.

Transitional Duty Positions

The transitional duty positions will be categorized into three tiers - **Reel, Purple** and **Pink.**

The **RED** tier indicates that the restrictions are such that no position is available. (E.g., no lifting or sedentary work only.) This tier will result in no Transitional duty.

The **PINK** tier indicates that the restrictions are more severe. (E.g. no lifting more than lOlbs, limited bending and walking.) Job duties for the **PINK** tier will include, but are not limited to, wiping down dock doors, cleaning windows, dusting the tops of electrical panels, wiping down the restroom stalls, cleaning the tile on the restroom walls, sweeping rodent runs, scraping labels off the floor in FDM, clean out lunch room refrigerators and general dusting throughout the warehouse.

The **PURPLE** tier indicates that the restrictions fall into a moderate level. (E.g. lifting between **1**Olbs to 35lbs.) Job duties for the **Purple** tier will include, but are not limited to, cleaning restrooms, cleaning garbage cans, cleaning the break rooms, removing spider webs and general sanitation in the aisles. The **Purple** tier can also perform duties from the **Pink** tier.

TDW participants will be required to check in with the supervisor on completion of each TDW assignment - no exceptions.

All TDW participants will adhere to all current policies and will be required to wear a TDW vests while on a TDW assignment.

## VVINDIGO

**LOGISTICS**

##### JOB CLASSIFICATION TRANSFERS

**POSTED: 12/2/00 EFFECTIVE: 12/11/00**

Any employee who moves from one job classification to another will be stmied at the bottom of the pay scale. This includes non-bargaining employees who move to the bargaining unit and bargaining employees who move to a position in the non­ bargaining unit. The same will apply for employees who move to or from clerical positions.

## VVINDIGO

**LOGISTICS**

**SURVEILLANCE POLICY** *POSTED: 4/26/06 EFFECTIVE: 5/4/06*

Windigo respects its employees' privacy. However, in cases when the Company has reasonable suspicion to believe that an employee may be abusing a leave of absence or engaging in outside employment in violation of the Policy on Outside Employment, Windigo reserves the right to conduct surveillance on that employee. Evidence obtained during such surveillance may be used against you for purposes of discipline, termination, or any other lawful purpose.

## VVINDIGO

**LOGISTICS**

##### POLICY ON OUTSIDE EMPLOYMENT ("MOONLIGHTING")

*REVISED: 5/4/15 EFFECTIVE: 5/11/15*

When you accept employment with Windigo, your first responsibility is to the Company through effective performance of your duties. While Windigo recognizes that its employees may need extra income through employment outside of the Company, we expect all employees to adhere to our staffing and attendance requirements. During the hours of work when employees are expected to be performing services for Windigo, we expect all employees to devote their full efforts to Windigo. Employees found in violation of this policy may be subject to disciplinary action up to and including termination.

Definitions:

"Outside employment"

Providing personal services for another person or entity, including working in any capacity for another employer, whether paid or unpaid; self-employment; or, volunteer work, including charitable, religious, political, or otherwise.

"Hours of work"

Hours during which an employee is required to perform work for Windigo, including scheduled production hours and mandatory overtime. This time does not include paid or unpaid breaks or during periods of time when the employee is not supposed to be working. Such required hours include time during which an employee would be required to perform work for Windigo but for an approved leave of absence.