

# NLT Holding Corp - dba MLB Transportation Resources

## Employee Handbook



May 05, 2023

# **ABOUT THIS HANDBOOK/DISCLAIMER**

We prepared this handbook to help team members find the answers to many questions that they may have regarding their employment with NLT Holding Corp - dba MLB Transportation Resources. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. NLT Holding Corp - dba MLB Transportation Resources adheres to the policy of employment at will, which permits the Company or the team member to end the employment relationship at any time, for any reason, with or without cause or notice.

No Company representative other than the President may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the team member and the President.

This handbook supersedes all prior handbooks.

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## Section 1 - Governing Principles Of Employment

### 1-1. Introduction

For team members who are commencing employment with NLT Holding Corp - dba MLB Transportation Resources ("NLT Holding Corp - dba MLB Transportation Resources" or "the Company"), on behalf of NLT Holding Corp - dba MLB Transportation Resources, let me extend a warm and sincere welcome.

For team members who have been with us, thanks for your past and continued service.

I extend my personal best wishes for success and happiness here at NLT Holding Corp - dba MLB Transportation Resources. We understand that it is our team members who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

Matthew Picozzi, President

### 1-2. Equal Employment Opportunity

NLT Holding Corp - dba MLB Transportation Resources is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. NLT Holding Corp - dba MLB Transportation Resources's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, team member activities, access to facilities and programs and general treatment during employment.

The Company will endeavor to make a reasonable accommodation of an otherwise qualified applicant or team member related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon the Company's business operations.

Any applicant or team member who needs an accommodation in order to perform the essential functions of the job should contact the President to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. The Company then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. The Company will evaluate requested accommodations, and as appropriate, identify other possible accommodations, if any. The individual will be notified of The Company's decision regarding the request within a reasonable period. The Company treats all medical information submitted as part of the accommodation process in a confidential manner.

Any team members with questions or concerns about equal employment opportunities in the workplace are



encouraged to bring these issues to the attention of the President. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If team members feel they have been subjected to any such retaliation, they should contact the President. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All team members must cooperate with all investigations conducted pursuant to this policy.

### 1-3. Reasonable Accommodations & Interactive Dialogue

NLT Holding Corp - dba MLB Transportation Resources is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA). To that end, we will endeavor to make a reasonable accommodation to applicants and team members who have requested an accommodation or for whom NLT Holding Corp - dba MLB Transportation Resources has notice may require such an accommodation, without regard to any protected classifications, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Any individual who would like to request an accommodation based on any of the reasons set forth above should contact Human Resources. Accommodation requests can be made in writing using a form which can be obtained from Human Resources. If an individual who has requested an accommodation has not received an initial response within five (5) business days, the team member should contact Human Resources.

After receiving a request for an accommodation or learning indirectly that the team member may require such an accommodation, NLT Holding Corp - dba MLB Transportation Resources will engage in an interactive dialogue with the team member.

Even if team member has not formally requested an accommodation, NLT Holding Corp - dba MLB Transportation Resources may initiate an interactive dialogue under certain circumstances, such as when NLT Holding Corp - dba MLB Transportation Resources has knowledge that team member's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event NLT Holding Corp - dba MLB Transportation Resources initiates an interactive dialogue with an team member, it should not be construed as NLT Holding Corp - dba MLB Transportation Resources's belief an individual requires an accommodation, but will serve as an invitation for the team member to share with NLT Holding Corp - dba MLB Transportation Resources any information the team member desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, NLT Holding Corp - dba MLB Transportation Resources will communicate openly and in



good faith with the team member in a timely manner in order to determine whether and how NLT Holding Corp - dba MLB Transportation Resources may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, NLT Holding Corp - dba MLB Transportation Resources will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the team member. NLT Holding Corp - dba MLB Transportation Resources is not required to provide the specific accommodation sought by the team member, provided the alternatives are reasonable and either meet the specific needs of the team member or specifically address the team member's limitations.

As part of the interactive dialogue, NLT Holding Corp - dba MLB Transportation Resources reserves the right to request supporting documentation, to the maximum extent permitted by applicable law.

NLT Holding Corp - dba MLB Transportation Resources will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the team member's underlying reason for needing an accommodation.

NLT Holding Corp - dba MLB Transportation Resources will not allow any form of retaliation against team members who have requested an accommodation, for whom NLT Holding Corp - dba MLB Transportation Resources has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Team members with questions regarding this policy should contact Human Resources.

#### 1-4. Non-Harassment

It is NLT Holding Corp - dba MLB Transportation Resources's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or team members by another team member, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by NLT Holding Corp - dba MLB Transportation Resources.

The purpose of this policy is not to regulate our team members' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

#### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic



or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, team members are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

### **Reporting Procedures**

If the team member has been subjected to or witnessed conduct which violates this policy, the team member should immediately report the matter to Human Resources and/or COO. If the team member is unable for any reason to contact this person, or if the team member has not received an initial response within five (5) business days after reporting any incident of what the team member perceives to be harassment, the team member should contact the President. If the person toward whom the complaint is directed is one of the



individuals indicated above, the team member should contact any higher-level manager in the reporting hierarchy.

### **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All team members must cooperate with all investigations conducted pursuant to this policy.

### **Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the team member has been subjected to any such retaliation, the team member should report it in the same manner in which the team member would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

## **1-5. Drug-Free and Alcohol-Free Workplace**

To help ensure a safe, healthy and productive work environment for our team members and others, to protect Company property, and to ensure efficient operations, NLT Holding Corp - dba MLB Transportation Resources has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all team members and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances (including medical marijuana), drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Team members and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the team member's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the team member or individual to report to work. However, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the team member is subject to any drug testing requirement, except as permitted by and in accordance with applicable law.

Violation of this policy will result in disciplinary action, up to and including discharge.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, team members may not request an accommodation to avoid discipline for a policy violation. We encourage team members to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company team member, including themselves.



## 1-6. Workplace Violence

NLT Holding Corp - dba MLB Transportation Resources is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to team members and damage to Company and personal property.

NLT Holding Corp - dba MLB Transportation Resources does not expect team members to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, NLT Holding Corp - dba MLB Transportation Resources specifically discourages team members from engaging in any physical confrontation with a violent or potentially violent individual. However, NLT Holding Corp - dba MLB Transportation Resources does expect and encourage team members to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

### **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any Company team member **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, team members and visitors are prohibited from carrying weapons onto Company premises.

### **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the team member feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede NLT Holding Corp - dba MLB Transportation Resources's ability to investigate and respond to the complaints. All threats will be promptly investigated. All team members must cooperate with all investigations. No team member will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If the team member is the recipient of a threat made by an outside party, that team member should follow the



steps detailed in this section. It is important for the Company to be aware of any potential danger in its offices. Indeed, the Company wants to take effective measures to protect everyone from the threat of a violent act by team members or by anyone else.



## Section 2 - Operational Policies

### 2-1. Employee Classifications

For purposes of this handbook, all employees fall within one of the classifications below.

**Full-Time Team members** - Team members who regularly work at least 30 hours per week who were not hired on a short-term basis.

**Part-Time Team members** - Team members who regularly work fewer than 30 hours per week who were not hired on a short-term basis.

**Short-Term Team members** - Team members who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term Team members generally are not eligible for Company benefits, but are eligible to receive statutory benefits.

Team members who regularly work at least 30 or more hours per week who were not hired on a short-term basis are eligible for health insurance benefits.

In addition to the above classifications, team members are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Team members classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The team member will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

### 2-2. Your Employment Records

In order to obtain their position, team members have provided personal information, such as address and telephone number. This information is contained in their personnel file.

Team members should keep their personnel file up to date by informing Human Resources of any changes. Team members also should inform Human Resources of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach team members in a crisis could cause a severe health or safety risk or other significant problem.

### 2-3. Working Hours and Schedule

NLT Holding Corp - dba MLB Transportation Resources normally is open for business from 8:00 AM to 5:00 PM, Monday through Friday.

Team members will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point NLT Holding Corp - dba MLB Transportation Resources may need to change individual work schedules on either a short-term or long-term





basis.

Team members will be provided meal and rest periods as required by law. A supervisor will provide further details.

#### 2-4. Timekeeping Procedures

Team members must record their actual time worked for payroll and benefit purposes. Non-exempt team members must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the team member to discipline, up to and including discharge.

Exempt team members are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt team members may not start work until their scheduled starting time.

It is the team member's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

#### 2-5. Overtime

Like most successful companies, NLT Holding Corp - dba MLB Transportation Resources experiences periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide team members with adequate advance notice in such situations.

Any non-exempt team member who works overtime will be compensated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of 40 hours each week, unless otherwise required by law.

Team members may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt team members, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

#### 2-6. Safe Harbor Policy for Exempt Employees

It is NLT Holding Corp - dba MLB Transportation Resources's policy and practice to accurately compensate team members and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, team members must review pay stubs promptly to identify and report all errors.



Those classified as exempt salaried team members will receive a salary which is intended to compensate them for all hours they may work for NLT Holding Corp - dba MLB Transportation Resources. This salary will be established at the time of hire or classification as an exempt team member. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt team member's full-day absences due to sickness or disability before the team member has qualified for the plan, policy or practice or after the team member has exhausted the leave allowance under the plan);
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the team member works less than a full week; and
- any full work week in which the team member does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the team member performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because the Company has decided to close a facility on a scheduled work day;
- absences for jury duty, attendance as a witness, or military leave in any week in which the team member performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If team members believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the team member believes it would be inappropriate to contact that person (or if the team member has not received a prompt and fully acceptable reply), they should immediately contact Human Resources or any other supervisor in NLT Holding Corp - dba MLB Transportation Resources with whom the team member feels comfortable.



## 2-7. Your Paycheck

Team members will be paid weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, NLT Holding Corp - dba MLB Transportation Resources is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any team member's pay, the team member should bring the matter to the attention of Human Resources immediately so the Company can resolve the matter quickly and amicably.

Paychecks will be given only to the team member, unless the team member requests that they be mailed or authorizes in writing that another person may accept the check.

## 2-8. Direct Deposit

NLT Holding Corp - dba MLB Transportation Resources strongly encourages team members to use direct deposit. Authorization forms are available from Human Resources.

## 2-9. Salary Advances

NLT Holding Corp - dba MLB Transportation Resources does not permit advances on paychecks or against accrued paid time off. Advance pay for vacation must be requested in writing at least two weeks prior to the vacation period.

## 2-10. Performance Review

Depending on the team member's position and classification, NLT Holding Corp - dba MLB Transportation Resources endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the Company encourages team members and supervisors to discuss job performance on a frequent and ongoing basis.



## 2-11. Record Retention

NLT Holding Corp - dba MLB Transportation Resources acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of team members to follow this policy can result in possible civil and criminal sanctions against the Company and its team members and possible disciplinary action against responsible individuals (up to and including discharge of the team member). Each team member has an obligation to contact the Human Resources to inform them of potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

## 2-12. Job Postings

NLT Holding Corp - dba MLB Transportation Resources is dedicated to assisting team members in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the on-line job posting program which is in place for all team members. To be eligible to apply for an open position, team members must meet the following requirements:

- be a current, regular, full-time or part-time team member;
- have been in current position for at least six (6) months;
- maintain a performance rating of satisfactory or above;
- not be on conduct/performance-related probation or warning;
- meet the job qualifications listed on the job posting; and
- provide their current manager with notice prior to applying for the position.

If team members find a position of interest on the job posting website and they meet the eligibility requirements, an on-line job posting application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. The Company reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

For more specific information about the program, please contact the Human Resources Department.

## 2-13. DOT Physical Deductions

Once employed the Company will pay for or reimburse an employee for their DOT Physical based on the following: 100% if employee receives a two (2) year clearance, 50% if employee receives a one (1) year clearance, 25% if employee receives a six (6) month clearance, 0% for any clearance less than six (6) months.

If Company pays for employees DOT Physical the expense will be deducted from the employee based on the following: 50% if employee receives a one (1) year clearance, 75% if employee receives a six (6) month clearance, and 100% if employee receives clearance for less than six (6) months.



## Section 3 - Benefits

### 3-1. Benefits Overview

In addition to good working conditions and competitive pay, it is NLT Holding Corp - dba MLB Transportation Resources's policy to provide a combination of supplemental benefits to all eligible team members. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs NLT Holding Corp - dba MLB Transportation Resources provides team members and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from Human Resources. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, NLT Holding Corp - dba MLB Transportation Resources (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these team member benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If team members have any questions regarding benefits, they should contact Human Resources.

### 3-2. Paid Holidays

Please refer to the Company Paid Holiday Policy provided to you during onboarding regarding your specific contract for full policy details as it relates to you. Company Paid Holiday policies may differ depending on which client you are contracted with. If you need your clients Paid Time Off policy provided to you again please contact Matthew Picozzi or Brian Sellars at 1 (800) 342-3023 or [mlb@mlbdrivers.com](mailto:mlb@mlbdrivers.com).



### 3-3. Paid Time Off

We know how hard team members work and recognize the importance of providing time for rest and relaxation. We fully encourage team members to get this rest by taking paid time off. Time off under this policy includes extended time off, such as for a vacation, and incidental time due to sickness or to handle personal affairs.

Please refer to the Paid Time Off Policy provided to you during onboarding regarding your specific contract for full policy details as it relates to you. Paid time off policies may differ depending on which client you are contracted with. If you need your clients Paid Time Off policy provided to you again please contact Matthew Picozzi or Brian Sellars at 1 (800) 342-3023 or [mlb@mlbdrivers.com](mailto:mlb@mlbdrivers.com).

### 3-4. Lactation Accommodations

NLT Holding Corp - dba MLB Transportation Resources will provide a reasonable amount of break time to accommodate team members desiring to express breast milk for their infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided. If the break time cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

The Company will make reasonable efforts to provide team members with the use of a room or location other than a toilet stall to express milk in private. This location may be the team member's private office, if applicable. The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law. Please consult Human Resources with questions regarding this policy.

Team members should advise management if they need break time and an area for this purpose. Team members will not be discriminated against or retaliated against for exercising their rights under this policy.

### 3-5. Workers' Compensation

On-the-job injuries are covered by NLT Holding Corp - dba MLB Transportation Resources's Workers' Compensation Insurance Policy, which is provided at no cost. If team members are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow Company procedures may affect the ability of team members to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Team members who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.



### 3-6. Jury Duty

NLT Holding Corp - dba MLB Transportation Resources realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All team members will be allowed time off to perform such civic service as required by law. Team members are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Team members also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, team members may be asked to try to postpone jury duty.

Team members on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt team members will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the Company during such week.

### 3-7. Bereavement Leave

The death of a family member is a time when team members wish to be with their families. If the team member is full-time and loses a close relative, the team member will be allowed paid time off of up to three (3) workdays to assist in attending to obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic/civil union partner, child, parent, sibling, or any other relation required by applicable law. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. Team members must inform their supervisor prior to commencing bereavement leave. In administering this policy, NLT Holding Corp - dba MLB Transportation Resources may require verification of death.

### 3-8. Voting Leave

In the event team members do not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the team member may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.

### 3-9. Insurance Programs

Full-time team members may participate in NLT Holding Corp - dba MLB Transportation Resources's insurance programs. Under these plans, eligible team members will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, team members will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact Human Resources with any further questions.



### 3-10. Long-Term Disability Benefits

Please refer to the Long-Term Disability Plan Benefit provided to you during onboarding regarding your specific contract for full policy details as it relates to you. Long-Term Disability Plan Benefit Plans may differ depending on which client you are contracted with. If you need your clients Long-Term Disability Plan Benefits policy provided to you again please contact Matthew Picozzi or Brian Sellars at 1 (800) 342-3023 or [mlb@mlbdrivers.com](mailto:mlb@mlbdrivers.com).

This is solely a monetary benefit and not a leave of absence. Team members who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

### 3-11. Salary Continuation

Please refer to the Short-Term Disability Plan Benefit provided to you during onboarding regarding your specific contract for full policy details as it relates to you. Short-Term Disability Plan Benefits may differ depending on which client you are contracted with. If you need your clients Short-Term Disability Plan Benefits policy provided to you again please contact Matthew Picozzi or Brian Sellars at 1 (800) 342-3023 or [mlb@mlbdrivers.com](mailto:mlb@mlbdrivers.com). These enhanced monetary benefits are inclusive of any monetary workers' compensation or statutory short-term disability benefits.

This is not a leave of absence provision. Team members who will be out of work must request a leave of absence. See the Leave of Absence sections of this handbook for more information. Team members will be required to submit medical certification as requested by NLT Holding Corp - dba MLB Transportation Resources. Required medical certification under this policy may differ from the medical certification required for any leave of absence requested.

### 3-12. Employee Assistance Program

The Company recognizes that a wide range of problems - such as marital or family distress, alcoholism, and drug abuse - not directly associated with an individual's job function can nonetheless be detrimental to a team member's performance on the job. Consequently, we believe it is in the interest of team members and the Company to provide an effective program to assist team members and their families in resolving problems such as these as the need arises. To this end, the Company provides an Employee Assistance Program (EAP) for team members and their eligible family members. The EAP is designed to provide voluntary, private, confidential, and professional counseling outside the workplace for any type of personal problem. The EAP provides consultation services for referrals to local community treatment sources. All team members are eligible to use this program and are encouraged to do so. Team member visits to the EAP are held in confidence to the maximum possible extent.

Participation in the EAP does not excuse team members from otherwise complying with Company policies or from meeting normal job requirements during or after receiving assistance. Nor will participation in our employee assistance program prevent the Company from taking disciplinary action against any employee for performance problems that occur before, during, or after the employee seeks assistance through the program.





Further details can be obtained by contacting an EAP counselor at (800) 697-7315. EAP information can also be accessed by going to ADP Workforce Now® portal under Resources -- My Tools.

### 3-13. Retirement Plan

Eligible team members are able to participate in NLT Holding Corp - dba MLB Transportation Resources's retirement plan. Plan participants may make pre-tax contributions to a retirement account.

Please refer to the Retirement Plan Program provided to you during onboarding regarding your specific contract for full policy details as it relates to you. Retirement Plan Programs may differ depending on which client you are contracted with. If you need your clients Retirement Plan Program provided to you again please contact Matthew Picozzi or Brian Sellars at 1 (800) 342-3023 or [mlb@mlbdrivers.com](mailto:mlb@mlbdrivers.com). Upon becoming eligible to participate in this plan, team members will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to Human Resources if there are any further questions.

### 3-14. Group Health Insurance

NLT Holding Corp - dba MLB Transportation Resources offers a group health plan for eligible employees. The Company's group health insurance plan is offered through BCBS of NC. For more information, refer to the Company's benefits booklet for complete details and benefits.

### 3-15. Group Life Insurance

NLT Holding Corp - dba MLB Transportation Resources offers a group life insurance plan for eligible employees, including accidental death and dismemberment coverage. The Company's group life insurance plan is offered through UNUM. For more information, refer to the Company's benefits booklet for complete details and benefits



## Section 4 - Leaves Of Absence

### 4-1. Personal Leave

If team members are ineligible for any other Company leave of absence, NLT Holding Corp - dba MLB Transportation Resources, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and team members are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However, a personal leave may be extended if, prior to the end of leave, team members submit a written request for an extension to management and the request is granted. During the leave, team members will not earn vacation, personal days, or sick days. We will continue health insurance coverage during the leave if team members submit their share of the monthly premium payments to the Company in a timely manner, subject to the terms of the plan documents.

When the team member anticipates returning to work, he or she should notify management of the expected return date. This notification should be made at least one week before the end of the leave.

Upon completion of the personal leave of absence, the Company will attempt to return team members to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the Company will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any Company-provided Short-Term Disability Leave of Absence.

### 4-2. Military Leave

If team members are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, team members must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, team members will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Team members should ask management for further information about eligibility for Military Leave.

If team members are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that NLT



Holding Corp - dba MLB Transportation Resources can maintain proper coverage while team members are away.

## 4-3. Family and Medical Leave

### The Leave Policy

Team members may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides team members information concerning FMLA entitlements and obligations team members may have during such leaves. If team members have any questions concerning FMLA leave, they should contact Human Resources.

#### I. Eligibility

FMLA leave is available to "eligible team members." To be an "eligible team member," the team member must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more team members are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew team members.

#### II. Entitlements

As described below, the FMLA provides eligible team members with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

##### A. Basic FMLA Leave Entitlement

The FMLA provides eligible team members up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on the calendar year. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the team member's child after birth or placement for adoption or foster care;
- To care for the team member's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the team member's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the team member unable to perform one or more of the essential functions of the team member's job; and/or
- Because of any **qualifying exigency** arising out of the fact that the team member's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition



that either prevents team members from performing the functions of their job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

### **B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible team member who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible team member takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible team member takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, team members also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the team member or covered family member or the serious injury or illness of a covered servicemember. Qualifying exigency leave also may be taken on an intermittent basis.

### **D. No Work While on Leave**

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

### **E. Protection of Group Health Insurance Benefits**

During FMLA leave, eligible team members are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.



## **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key team members" will cause the Company substantial and grievous economic injury, team members generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify team members if they qualify as "key team members," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible team member's FMLA leave.

## **G. Notice of Eligibility for, and Designation of, FMLA Leave**

Team members requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, team members are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the team member's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to team members provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the team member. In all cases where leaves qualify for FMLA protection, the Company and team member can mutually agree that leave be retroactively designated as FMLA leave.

## **III. Team member FMLA Leave Obligations**

### **A. Provide Notice of the Need for Leave**

Team members who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such team member notices.

#### **1. Content of Team member Notice**

To trigger FMLA leave protections, team members must inform Human Resources of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Team members may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, team members might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Team members must respond to the Company's questions to determine if



absences are potentially FMLA-qualifying.

If team members fail to explain the reasons for FMLA leave, the leave may be denied. When team members seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

## **2. Timing of Team member Notice**

Team members must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, team members must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Team members who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, team members must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the team member's health care provider. Team members must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the team members, subject to the approval of the team member's health care provider. If team members providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require team members to attempt to make such arrangements, subject to the approval of the team member's health care provider.

When team members take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the team member or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer team members, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the team members are qualified and which better accommodate recurring periods of leave.

When team members seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, team members must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and team member shall attempt to work out a leave schedule that meets the team member's needs without unduly disrupting the Company's operations, subject to the approval of the team member's health care provider.

### **C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA leave sought, team members may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the team member's responsibility to provide the Company with timely, complete and sufficient medical



certifications. Whenever the Company requests team members to provide FMLA medical certifications, team members must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the team member's diligent, good faith efforts. The Company will inform team members if submitted medical certifications are incomplete or insufficient and provide team members at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to team members who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the team member's permission, the Company (through individuals other than the team member's direct supervisor) may contact the team member's health care provider to authenticate or clarify completed and sufficient medical certifications. If team members choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

### **1. Initial Medical Certifications**

Team members requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If team members provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require team members to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require team members to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the team member.

### **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require team members to provide recertification of medical conditions giving rise to the need for leave. The Company will notify team members if recertification is required and will give team members at least 15 calendar days to provide medical recertification.

### **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, team members returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company with medical certification confirming they are able to return to work and the team members' ability to perform the essential functions of the team members' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until team members provide return to work/fitness for duty certifications.

### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time team members seek leave due to qualifying exigencies arising out of the covered



active duty or call to covered active duty status of a military member, the Company may require team members to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the team member setting forth information concerning the nature of the qualifying exigency for which leave is requested. Team members shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require team members to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by team members set forth additional information provided by the team member and/or the covered servicemember confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid FMLA Leave**

Team members must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with the team member's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the Company will allow team members to use accrued paid time to supplement any paid disability benefits.

#### **F. Pay Team member's Share of Health Insurance Premiums**

During FMLA leave, team members are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies team members of other arrangements, whenever team members are receiving pay from the Company during FMLA leave, the Company will deduct the team member portion of the group health plan premium from the team member's paycheck in the same manner as if the team member was actively working.

If FMLA leave is unpaid, team members must pay their portion of the group health premium through a pre-pay method.

The Company's obligation to maintain health care coverage ceases if the team member's premium payment is more than 30 days late. If the team member's payment is more than 15 days late, the Company will send a letter notifying the team member that coverage will be dropped on a specified date unless the co-payment is received before that date. If team members do not return to work within 30 calendar days at the end of the leave period (unless team members cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

#### **IV. Questions and/or Complaints about FMLA Leave**

If you have questions regarding this FMLA policy, please contact Human Resources. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a





manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If team members believe their FMLA rights have been violated, they should contact Human Resources immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Team members also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

#### **V. Coordination of FMLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.



## Section 5 - General Standards Of Conduct

### 5-1. Workplace Conduct

NLT Holding Corp - dba MLB Transportation Resources endeavors to maintain a positive work environment. Each team member plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing NLT Holding Corp - dba MLB Transportation Resources property, a client's property, or a co-worker's property, and/or disclosure of confidential information.
3. Completing another team member's time records.
4. Violation of safety rules and policies.
5. Violation of NLT Holding Corp - dba MLB Transportation Resources's Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening or disrupting the work of others or other violations of NLT Holding Corp - dba MLB Transportation Resources's Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
10. Gambling on Company property.
11. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another team member.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of NLT Holding Corp - dba MLB Transportation Resources's Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of NLT Holding Corp - dba MLB Transportation Resources policy.

Obviously, not every type of misconduct can be listed. Note that all team members are employed at-will, and NLT Holding Corp - dba MLB Transportation Resources reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However,



NLT Holding Corp - dba MLB Transportation Resources will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the team member at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

## 5-2. Punctuality and Attendance

Team members are hired to perform important functions at NLT Holding Corp - dba MLB Transportation Resources. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow team members and Supervisors. We expect excellent attendance from all team members. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, team members are expected to notify Supervisors as early as possible, but no later than the start of the work day. Asking another team member, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Team members should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with the Company.

## 5-3. Use of Communications and Computer Systems

NLT Holding Corp - dba MLB Transportation Resources's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the NLT Holding Corp - dba MLB Transportation Resources systems.

NLT Holding Corp - dba MLB Transportation Resources may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the team member's absence.

Further, NLT Holding Corp - dba MLB Transportation Resources may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review team members' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and



regulatory requests for information; and ensuring that Company operations continue appropriately during the team member's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the Company's communication and computer systems are intended for business use, all team members, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No team member may access, or attempt to obtain access to, another team member's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

#### 5-4. Use of Social Media

NLT Holding Corp - dba MLB Transportation Resources respects the right of any team member to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Company interests and ensure team members focus on their job duties, team members must adhere to the following rules:

Team members may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with Company equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether the team members are posting something on their own blog, web page, social networking, Twitter or similar site or on someone else's, if the team member mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Company policies apply equally to team member social media usage.



NLT Holding Corp - dba MLB Transportation Resources encourages all team members to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Team members must use their best judgment. Team members with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

## 5-5. Personal and Company-Provided Portable Communication Devices

NLT Holding Corp - dba MLB Transportation Resources-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Team members have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some team members may be authorized to use their own PCD for business purposes. These team members should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, team members must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Company-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If team members who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide team members with the personal data in another form (e.g., on a disk) to the extent practicable; however, the team member may lose some or all personal data saved on the device.

Team members may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether team members use their personal PCD or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

### **Portable Communication Device Use While Driving**

Team members who drive on Company business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, team



members may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, team members should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, team members must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should team members feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any team member to use a cell phone while driving, team members who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

#### 5-6. Inspections

NLT Holding Corp - dba MLB Transportation Resources reserves the right to require team members while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Team members are expected to cooperate in the conduct of any search or inspection.

#### 5-7. Smoking

Smoking, including the use of e-cigarettes, is prohibited on Company premises and in all Company vehicles.

#### 5-8. Personal Visits and Telephone Calls

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, team members are prohibited from having personal guests visit or accompanying them anywhere in NLT Holding Corp - dba MLB Transportation Resources facilities other than the reception areas.



## 5-9. Solicitation and Distribution

To avoid distractions, solicitation by the team member of another team member is prohibited while either team member is on work time. "Work time" is defined as the time the team member is engaged, or should be engaged, in performing their work tasks for NLT Holding Corp - dba MLB Transportation Resources . Solicitation of any kind by non-team members on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the Company is prohibited at all times. Distribution of literature by non-team members on Company premises is prohibited at all times.

## 5-10. Bulletin Boards

Important notices and items of general interest are continually posted on NLT Holding Corp - dba MLB Transportation Resources bulletin boards. Team members should make it a practice to review bulletin boards frequently. This will assist team members in keeping up with what is current at NLT Holding Corp - dba MLB Transportation Resources. To avoid confusion, team members should not post or remove any material from the bulletin board.

## 5-11. Confidential Company Information

During the course of work, team members may become aware of confidential information about NLT Holding Corp - dba MLB Transportation Resources's business, including but not limited to information regarding Company finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers and customers and potential customers. Team members also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to NLT Holding Corp - dba MLB Transportation Resources's competitors. Any team member who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Team members may be required to sign an agreement reiterating these obligations.

## 5-12. Conflict of Interest and Business Ethics

It is NLT Holding Corp - dba MLB Transportation Resources's policy that all team members avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no team member should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:



1. holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any team member who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization;
2. holding any interest in an organization that competes with the Company;
3. being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company; and/or
4. profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of the team member's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the team member's responsibility to report any actual or potential conflict that may exist between the team member (and the team member's immediate family) and the Company.

### **5-13. Use of Facilities, Equipment and Property, Including Intellectual Property**

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, team members are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Team members should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to team members or others. Supervisors can answer any questions about the team members' responsibility for maintenance and care of equipment used on the job.

Team members also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the Company is not responsible for any damage to team members' personal belongings unless the team member's supervisor provided advance approval for the team member to bring the personal property to work.





## 5-14. Health and Safety

The health and safety of team members and others on Company property are of critical concern to NLT Holding Corp - dba MLB Transportation Resources. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon team members to ensure that work areas are kept safe and free of hazardous conditions. Team members are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All team members should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the team member's supervisor as soon as possible, regardless of the severity of the injury or accident.

## 5-15. Hiring Relatives/Employee Relationships

A familial relationship among team members can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, NLT Holding Corp - dba MLB Transportation Resources may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two team members marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which team member will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the team member is similar to that of persons who are related by blood or marriage.



## 5-16. Employee Dress and Personal Appearance

Team members are expected to report to work well groomed, clean, and dressed according to the requirements of their position. Some team members may be required to wear uniforms or safety equipment/clothing. Team members should contact their supervisor for specific information regarding acceptable attire for their position. If team members report to work dressed or groomed inappropriately, they may be prevented from working until they return to work well groomed and wearing the proper attire.

## 5-17. Publicity/Statements to the Media

All media inquiries regarding the position of the Company as to any issues must be referred to the President. Only the President is authorized to make or approve public statements on behalf of the Company. No team members, unless specifically designated by the President, are authorized to make those statements on behalf of Company. Any team member wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the President.

## 5-18. Operation of Vehicles

All team members authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Team members must have a valid driver's license in their possession while operating a vehicle off or on Company property. It is the responsibility of every team member to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Company-owned or leased vehicles may be used only as authorized by management.

### **Portable Communication Device Use While Driving**

Team members who drive on Company business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, team members may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, team members should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the team members are driving, and permitted by law, they must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should team members feel that they need to place themselves at risk to fulfill business needs.



Since this policy does not require any team member to use a PCD while driving, team members who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

### 5-19. Business Expense Reimbursement

Team members will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the team member's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the employee's Supervisor along with the receipts in a timely manner.

Team members are expected to exercise restraint and good judgment when incurring expenses. Team members should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

### 5-20. References

NLT Holding Corp - dba MLB Transportation Resources will respond to reference requests through the Human Resources Department. The Company will provide general information concerning the team member such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources Department.

**Only the Human Resources Department may provide references.**

### 5-21. If You Must Leave Us

Should the team member decide to leave the Company, we ask that they provide a Supervisor with at least two (2) weeks advance notice of departure. Thoughtfulness will be appreciated. All Company property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Team members also must return all of the Company's Confidential Information upon separation. To the extent permitted by law, team members will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property. As noted previously, all team members are employed at-will and nothing in this handbook changes that status.

### 5-22. A Few Closing Words

This handbook is intended to give team members a broad summary of things they should know about NLT Holding Corp - dba MLB Transportation Resources. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, NLT Holding Corp - dba MLB



Transportation Resources, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Team members should not hesitate to speak to management if they have any questions about the Company or its personnel policies and practices.



## Section 6 - Connecticut Addendum

### 6-1. Connecticut: Pregnancy Accommodations

In compliance with Connecticut law, NLT Holding Corp - dba MLB Transportation Resources will not discriminate against the team member or prospective team member in the terms or conditions of the team member's employment in relation to pregnancy, childbirth or a related condition including, but not limited to, lactation. The Company will not limit, segregate or classify the team member in a way that would deprive the team member of employment opportunities due to the team member's pregnancy.

#### **Reasonable Accommodations**

The Company will endeavor to provide reasonable accommodations for conditions related to pregnancy, childbirth or a related condition, including, but not limited to, lactation, unless the accommodation would pose an undue hardship on the Company's business. Such accommodations include, but are not limited to:

1. being permitted to sit while working;
2. more frequent or longer breaks;
3. periodic rest;
4. assistance with manual labor;
5. job restructuring;
6. light duty assignments;
7. modified work schedules;
8. temporary transfers to less strenuous or hazardous work;
9. time off to recover from childbirth; or
10. break time and appropriate facilities for expressing breast milk.

The Company will not force the team member or prospective team member affected by pregnancy to accept a reasonable accommodation if such team member or person seeking employment does not have a known limitation related to the team member's pregnancy, or does not require a reasonable accommodation to perform the essential duties related to the team member's employment. This includes, but is not limited to, forcing the team member to take leave if another reasonable accommodation can be provided to the team member's condition related to the pregnancy, childbirth or a related medical condition.

#### **Enforcement and Retaliation**

The Company will not retaliate against the team member in the terms, conditions or privileges of the team member's employment based upon the team member's request for a reasonable accommodation under this policy. Further, the Company will not deny employment opportunities to the team member or prospective team member due to the team member's or prospective team member's request for a reasonable accommodation related to pregnancy, childbirth or a related medical condition.

If team members have any questions about or would like to request a reasonable accommodation under this policy, they should contact Human Resources and/or COO.



## 6-2. Connecticut: Non-Harassment

It is NLT Holding Corp - dba MLB Transportation Resources's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or team members by another team member, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by NLT Holding Corp - dba MLB Transportation Resources.

The purpose of this policy is not to regulate team members' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state or local laws is illegal and prohibited by Connecticut and federal law in the workplace, pursuant to § 46a-60(a)(8) of the Connecticut General Statutes and Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis



- for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions, or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

### **Reporting Procedure**

If the team member has been subjected to or witnessed conduct which violates this policy, the team member should immediately report the matter to Human Resources and/or COO. If the team member is unable for any reason to contact this person, or if the team member has not received an initial response within five (5) business days after reporting any incident of what the team member perceives to be harassment, the team member should contact the President. If the person toward whom the complaint is directed is one of the individuals indicated above, the team member should contact any higher-level manager in the reporting hierarchy.

### **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All team members must cooperate with all investigations conducted pursuant to this policy.

### **Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If team members feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

While employees are encouraged to report claims internally, if an employee believes that they have been



subjected to sexual harassment or other harassment in violation of state law, the employee may file a formal complaint with the Connecticut Commission on Human Rights and Opportunities (the "Commission") at 860-541-3400, CT Toll Free 1-800-477-5737, or online at [www.ct.gov/CHRO](http://www.ct.gov/CHRO).

Individuals who engage in acts of sexual harassment or other harassment in violation of state law may be subject to civil penalties in the form of a cease and desist orders, back pay, compensatory damages, hiring, promotion or reinstatement, emotional distress, as well as attorney's fees, costs, pre- and post- judgment interest and punitive damages (if the case is tried in court). Individuals may also be subject to additional criminal penalties stemming from acts of sexual harassment.

Connecticut law requires that a written complaint be filed with the Commission within 300 days of the date the alleged harassment.

### 6-3. Connecticut: Lactation Breaks

The Company will provide a reasonable amount of break time to accommodate team members desiring to express breast milk for their child, to the extent required by and in accordance with applicable law. If possible, the break time must run concurrently with rest and meal periods already provided to the team member. Break time that cannot run concurrently with rest and meal periods already provided to the team member will be unpaid, to the extent permitted by applicable law.

The Company will make reasonable efforts to provide the team member with use of a room or location in close proximity to the team member's work area, other than a bathroom, for the team member to express milk in private. This room or location may be the team member's private office, if applicable.

The Company may not be able to provide a room or location in close proximity to the team member's work area if doing so would impose an undue hardship by causing significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the the Company's business.

Team members will not be discriminated against or retaliated against for exercising their rights under this policy. Team members can contact Human Resources with questions regarding this policy.

### 6-4. Connecticut: Family and Medical Leave

*For Connecticut employers that are covered by the federal Family and Medical Leave Act.*

Team members may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Connecticut Family and Medical Leave Act ("CFMLA"). This policy provides team members information concerning FMLA/CFMLA entitlements and obligations team members may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with CFMLA and any other leave provided under state or local law. If team members have any questions concerning FMLA/CFMLA leave, they should contact Human Resources.

#### **I. Eligibility**

FMLA leave is available to "FMLA eligible team members." To be an "FMLA eligible team member," the





team member must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more team members are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew team members.

CFMLA leave is available to "CFMLA eligible team members." To be a "CFMLA eligible team member," the team member must have been employed by the Company for at least three (3) months immediately preceding a request for leave.

## II. Entitlements

As described below, the FMLA and/or CFMLA provide(s) eligible team members with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

### A. Basic FMLA/CFMLA Leave Entitlement

The FMLA/CFMLA provides eligible team members up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period, with an additional two (2) weeks available under the CFMLA for an incapacitating serious health condition that occurs during pregnancy. The 12-month period is measured by the calendar year. Where both laws apply, the leave provided by each will run concurrently. It is the Company's policy to provide the greater leave benefit provided under the FMLA or CFMLA and to run leave concurrently under the FMLA and CFMLA whenever possible.

Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the team member's child after birth, or placement for adoption or foster care;
- To care for the team member's spouse, child or parent who has a **serious health condition**);
- To care for the team member's parent-in-law, sibling, grandparent, grandchild or any other individual related to the team member by blood or affinity whose close association the team member shows to be the equivalent of these family relationships or of a child, parent, or spouse who has a **serious health condition** (CFMLA only);
- To serve as an organ or bone marrow donor (CFMLA only);
- For the team member's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the team member unable to perform one or more of the essential functions of the team member's job; and/or
- Because of any **qualifying exigency** arising out of the fact that the team member's spouse, child or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** under the FMLA and/or CFMLA is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, including inpatient care in a hospital, hospice, nursing home or residential medical care facility; or continuing treatment by a health care provider for a condition that either prevents the team member from performing the functions of the team



member's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider, or one visit and a regimen of continuing treatment, or incapacity due to pregnancy or incapacity due to a chronic condition. For additional information regarding conditions that qualify as serious health conditions, please contact Human Resources.

**Qualifying exigencies** under the FMLA and/or CFMLA may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

### **B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) Under the FMLA and/or CFMLA**

In addition to the basic FMLA and/or CFMLA leave entitlements discussed above, under the FMLA and CFMLA, an eligible team member who is the spouse, child, parent or next of kin of a covered servicemember is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness.

In addition to the entitlements outlined above, under the CFMLA an eligible team member is entitled to take up to 26 weeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the servicemember is the eligible team member's parent-in-law with a serious health condition.

Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA- and/or CFMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible team member takes leave to care for the injured servicemember.

When, during the single 12-month period, leave qualifies as both leave to care for a covered servicemember and leave to care for a family member with a serious health condition, the Company will designate such leave as leave to care for a covered servicemember in the first instance, and such leave shall not be designated and counted as both leave to care for a covered servicemember and leave to care for a family member with a serious health condition. As is the case with other FMLA and/or CFMLA leave, the Company may retroactively designate leave as leave to care for a covered servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five year period preceding the date the eligible team member takes FMLA and/or CFMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA and CFMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA and CFMLA definition of "serious health condition" applicable to FMLA and CFMLA leave to care for a covered family member.



### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA/CFMLA leave usually will be taken for a period of consecutive days, weeks or months. However, team members also are entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the team member or covered family member, or the serious injury or illness of a covered servicemember. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

### **D. No Work While on Leave**

The taking of another job while on FMLA/CFMLA leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by applicable law.

### **E. Protection of Group Health Insurance Benefits**

During FMLA/CFMLA leave, eligible team members are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

### **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key team members" will cause the Company substantial and grievous economic injury, team members generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify team members if they qualify as "key team members," if it intends to deny reinstatement, and of their rights in such instances.

At the end of a leave under the CFMLA, the team members will be returned to their original job, unless that job is not available, in which case they will be returned to an equivalent position.

Use of FMLA and/or CFMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible team member's FMLA/CFMLA leave.

### **G. Notice of Eligibility for, and Designation of, FMLA/CFMLA Leave**

Team members requesting FMLA/CFMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA and/or CFMLA leave and, if not eligible, the reasons why. When eligible for FMLA/CFMLA leave, team members are entitled to receive written notice of 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA/CFMLA-qualifying or non-qualifying, and if not FMLA/CFMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the team member's leave entitlement.

The Company may retroactively designate leave as FMLA/CFMLA leave with appropriate written notice to team members provided the Company's failure to designate leave as FMLA/CFMLA-qualifying at an earlier date did not cause harm or injury to the team member. In all cases where leaves qualify for FMLA/CFMLA protection, the Company and team member can mutually agree that leave be retroactively designated as FMLA/CFMLA leave.

## **III. Team member FMLA and CFMLA Leave Obligations**

### **A. Provide Notice of the Need for Leave**



Team members who wish to take FMLA/CFMLA leave must timely notify the Company of their need for FMLA/CFMLA leave. The following describes the content and timing of such team member notices.

### **1. Content of Team member Notice**

To trigger FMLA/CFMLA leave protections, team members must inform Human Resources of the need for FMLA/CFMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Team members may do this by either requesting FMLA/CFMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/CFMLA-qualifying. For example, team members might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant;
- they have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities, or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA/CFMLA leave under this policy. Team members must respond to the Company's requests for information to determine if absences are potentially FMLA/CFMLA-qualifying.

If the team member fails to explain the reasons for FMLA/CFMLA leave, the leave may be denied. When team members seek leave due to FMLA/CFMLA-qualifying reasons for which the Company has previously provided FMLA/CFMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA/CFMLA leave.

### **2. Timing of Team member Notice**

Where the need for leave is foreseeable, team members must provide timely advance notice of the need to take family and medical leave; if leave is requested only under the FMLA, then 30 days' notice is required. Where possible, the Company requests that team members provide at least 30 days' notice of a foreseeable leave. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, team members must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case (i.e., within one (1) or two (2) business days of learning of the need for the leave).

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, team members must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the team member's health care provider. Team members must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the team



members, subject to the approval of the team members' health care provider. If team members providing notice of the need to take FMLA/CFMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require team members to attempt to make such arrangements, subject to the approval of the team members' health care provider.

When team members take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the team member or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer team members, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the team members are qualified and which better accommodate recurring periods of leave.

When team members seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, team members must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and team member shall attempt to work out a leave schedule that meets the team member's needs without unduly disrupting the Company's operations, subject to the approval of the team member's health care provider.

### **C. Submit Medical Certifications Supporting Need for FMLA/CFMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA/CFMLA leave sought, team members may be required to submit medical certifications supporting their need for qualifying leave. As described below, there generally are three types of FMLA/CFMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the team member's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests team members to provide FMLA/CFMLA medical certifications, team members must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the team member's diligent, good faith efforts. The Company will inform team members if submitted medical certifications are incomplete or insufficient and provide team members at least seven (7) calendar days to cure deficiencies. The Company will deny FMLA/CFMLA leave to team members who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications, to the extent permitted by applicable law.

With the team member's permission, the Company may contact the team member's health care provider to authenticate or clarify completed and sufficient medical certifications. If the team member chooses not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA/CFMLA leave if certifications are unclear, to the extent permitted by applicable law.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA/CFMLA medical certifications.

#### **1. Initial Medical Certifications**

Team members requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from



their health care provider or, if applicable, the health care provider of their covered family or service member. If team members provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require team members to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require team members to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the team member.

The Company shall provide team members with copies of second or third medical opinions, upon request by team members. Requested copies shall be provided to team members within two business days unless extenuating circumstances prevent such action.

## **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA/CFMLA leave, the Company may require team members to provide recertification of medical conditions giving rise to the need for leave. The Company will notify team members if recertification is required and will give team members at least 15 calendar days to provide medical recertification.

## **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, team members returning to work from FMLA/CFMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and/or the team members' ability to perform the essential functions of the team members' position, with or without reasonable accommodation. The Company may delay job restoration following leave, other than an intermittent leave under the CFMLA, until team members provide return to work/fitness for duty certifications.

## **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time team members seek leave due to qualifying exigencies arising out of a covered active duty or call to a covered active duty status of a military member, the Company may require team members to provide 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on a covered active duty or call to a covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the team member setting forth information concerning the nature of the qualifying exigency for which leave is requested. Team members shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to a covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require team members to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with FMLA regulations and/or CFMLA regulations, the Company may request that the certification submitted by the team member set forth additional information provided by the team member and/or the covered servicemember confirming entitlement to such leave.

## **E. Substitute Paid Leave for Unpaid FMLA and CFMLA Leave**



Team members must use any accrued paid time off while taking unpaid FMLA/CFMLA leave. The substitution of paid time for unpaid FMLA/CFMLA leave time does not extend the length of FMLA/CFMLA leaves and the paid time will run concurrently with the team member's FMLA/CFMLA entitlement.

Team members will not be required to use any paid time off during CFMLA leave to the extent it would result in a balance of less than two (2) weeks of paid time off.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA/CFMLA leave entitlement. Upon written request, the Company will allow team members to use accrued paid time to supplement any paid disability benefits.

#### **F. Pay Team member's Share of Health Insurance Premiums**

As noted above, during FMLA and/or CFMLA leave, team members are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies team members of other arrangements, whenever team members are receiving pay from the Company during family and medical leave, the Company will deduct the team member portion of the group health plan premium from the team member's paycheck in the same manner as if the team member was actively working. If family and medical leave is unpaid, team members must pay their portion of the group health premium through a pre-pay method.

The Company's obligation to maintain health care coverage ceases if the team member's premium payment is more than 30 days late. If the team member's payment is more than 15 days late, the Company will send a letter notifying the team member that coverage will be dropped on a specified date unless the co-payment is received before that date. If team members do not return to work within 30 calendar days at the end of the leave period (unless team members cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

#### **IV. Coordination of FMLA/CFMLA Leave with Other Leave Policies**

The FMLA and CFMLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights. However, whenever permissible by law, the Company will run FMLA and/or CFMLA leave concurrently with any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/CFMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

#### **V. Questions and/or Complaints about FMLA/CFMLA Leave**

If team members have questions regarding this FMLA/CFMLA policy, they should contact Human Resources. The Company is committed to complying with the FMLA and CFMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA and CFMLA.

The FMLA and CFMLA make it unlawful for employers to 1) interfere with, restrain or deny the exercise of any right provided under FMLA/CFMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA/CFMLA or involvement in any proceeding under or relating to



FMLA/CFMLA. If team members believe their FMLA and/or CFMLA rights have been violated, they should contact Human Resources immediately. The Company will investigate any FMLA/CFMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA/CFMLA violation. Team members also may file FMLA/CFMLA complaints with the United States Department of Labor or the Connecticut Department of Labor respectively or may bring private lawsuits alleging FMLA and/or CFMLA violations.

## 6-5. Connecticut: Paid Leave Benefits

The Connecticut Paid Family and Medical Leave Act ("PFMLA") is a mandatory statewide insurance program administered by the state-created Connecticut Paid Leave Authority ("the Authority"). Team members may be eligible for Connecticut Paid Leave ("CPL") income replacement benefits beginning January 1, 2022. Benefits are financed through team member contributions to the program, which began on January 1, 2021. The Authority is solely responsible for determining whether the team member is eligible for benefits and the amount of any benefits payable.

It is the team member's responsibility to apply for CPL benefits and to cooperate in the CPL application process.

Receipt of CPL benefits does not, by itself, provide job protection to team members. For team members to be considered for job-protected leave, they must follow the process for requesting leave under the federal Family and Medical Leave Act (FMLA) and/or Connecticut Family and Medical Leave Act (CFMLA) or other job-protected leave. CPL benefit periods may run concurrently with FMLA/CFMLA or other leaves. Please see the Connecticut Family and Medical Leave policy for more information on team members' rights and obligations under this policy.

### **Eligibility Requirements**

To be eligible for CPL benefits, the team member must have earned at least \$2,325 during one of the first four (4) of the five (5) most recently completed quarters and be presently employed or employed in the previous 12 weeks. The amount of paid benefits will vary depending upon the team member's wages, and the maximum available benefit is capped at 60 times the state minimum wage. For additional information on benefits available, please visit <https://ctpaidleave.org>.

### **Amount of Benefits**

Team members are eligible for up to 12 weeks of CPL benefits, with an additional two (2) weeks of CPL benefits available for a serious health condition resulting in incapacitation that occurs during a pregnancy. If benefits are to care for an injured servicemember, then up to 12 weeks of CPL benefits are available, notwithstanding any additional approved leave for this reason. Up to 12 days of CPL benefits are available for otherwise unpaid family violence leave pursuant to Conn. Gen. Stat. Sec. 31-51ss.

### **Entitlement**

Team members may apply for CPL benefits:

- for the team member's own serious health condition;





- to care for the team member's child after birth or placement for adoption or foster care;
- to care for the serious health condition of the team member's family member;
- to serve as an organ or bone marrow donor;
- for any qualifying exigency;
- to care for an injured servicemember; and
- for otherwise unpaid family violence leave pursuant to Conn. Gen. Stat. Sec. 31-51ss.

"Family member" for the purpose of this policy means a spouse, sibling, child, grandparent, grandchild or parent, or an individual related to the team member by blood or affinity whose close association the team member shows to be the equivalent of those family relationships.

### **Interaction with Other Paid Benefits**

If the team member needs time away from work for a reason covered by CPL benefits, they will not be eligible to use any paid benefits provided by the Company unless they apply for benefits from the Authority, including providing all required information to the Authority in connection with the application. That includes eligibility to use benefits provided by the Company to supplement CPL benefits up to 100% of the team member's regular pay. The Company may require the team member to provide proof of application and/or approval for CPL benefits.

If the team member has applied to the Authority to receive CPL benefits and such application is denied, the team member may be required to use accrued paid time off for the applicable time period (unless the period of time is covered by CFMLA and the team member has two (2) weeks or fewer of paid time off remaining).

Regardless of any remaining available benefits provided by the Company, team members who are unable to demonstrate entitlement to job protection for their time away from work may be subject to disciplinary action under the Company's attendance policy.

### **Questions and/or Complaints**

If team members have questions regarding this policy, they should contact Human Resources.

The Company prohibits retaliation against team members for requesting or using paid leave benefits or otherwise exercising or attempting to exercise any right provided in this policy or by the PFMLA. Team members may file a complaint regarding CPL benefits with the Connecticut Department of Labor, 200 Folly Brook Boulevard, Wethersfield, CT 06109, telephone 860-263-6000.

## **6-6. Connecticut: Leave for Family or Domestic Violence**

Team members who are victims of family or domestic violence may take at least 12 days of unpaid leave during any calendar year for a qualifying purpose. "Family violence" includes incidents resulting in physical harm, bodily injury, assault, or an act of threatened violence between family or household members. "Domestic violence" includes family violence, as well as stalking, threatening or intimidation, or coercive control.

### **Reasons for Leave**

Team members may take leave under this policy to:



- seek medical care or counseling for injury or disability as a result of family or domestic violence (including for a child who is a victim of domestic violence, provided the team member is not the perpetrator of the domestic violence against the child);
- obtain services from a victim services organization;
- obtain psychological counseling related to an incident(s) of family or domestic violence (including for a child who is a victim of domestic violence, provided the team member is not the perpetrator of the domestic violence against the child);
- take action to increase safety from future incidents of domestic violence, including temporary or permanent relocation; or
- obtain legal services, assist in the prosecution of the offense, or otherwise participate in any civil or criminal proceeding related to or resulting from such family or domestic violence.

### **Notice**

To the extent practicable, team members must provide reasonable notice (preferably seven (7) days) to request a domestic or family violence leave.

### **Documentation**

Team members should provide one (1) of the following documents in connection with their use of family or domestic violence leave: a signed, written statement certifying that the leave is a result of an incident of family or domestic violence; a police or court record related to the incident of family or domestic violence; or a signed, written statement that the team member is a victim of family or domestic violence from an team member or agent of a victim services organization, an attorney, an team member of the office of victim services or victim advocate or a medical professional or other professional from whom the team member has sought assistance concerning the incident of family violence. The Company will make every attempt to ensure documents provided in support of a family or domestic leave request under this policy remain confidential and protected from disclosure unless required by law.

### **Unpaid Leave**

Team members are not paid while on a domestic or family violence leave but may use any accrued and unused paid time off time in connection with use of this leave.

Eligible team members also may apply to the Connecticut Paid Leave Authority to receive benefits for the otherwise unpaid family violence leave under this policy (up to 12 days). For more information, please consult the Connecticut Paid Leave Benefits policy.

### **Reinstatement**

Team members who take leave under this policy will be returned to the position they held at the time when the leave commenced or to a position with equivalent benefits, pay, and other terms and conditions of employment.

### **Enforcement and Retaliation**

Team members will not be subject to discharge, harassment, or discrimination for exercising rights or



attempting to exercise rights under this policy, opposing practices that they believe to be in violation of this policy, or supporting the exercise of rights of another under this policy.

If team members have any questions regarding this policy, they should contact Human Resources.

### **6-7. Connecticut: Family Military Leave**

As set forth in Section 9-4(II)(B) [Connecticut Addendum, Family and Medical Leave Policy], eligible employees are entitled to take a one-time benefit of up to 26 workweeks of leave during any 12-month period when their spouse, parent, child or next of kin is a current member of the armed forces and is undergoing medical treatment, recuperation or therapy, or is otherwise in outpatient status, or is on the temporary disability retired list for a serious injury or illness incurred in the line of duty. For more information, please see Section 9-4(II)(B).

To be eligible, employees must have been employed for at least three (3) months immediately preceding the date Family and Military Leave will commence pursuant to the employee's request for leave.

Family military leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

Where the need for leave is foreseeable, employees must provide at least 30 days' notice of the need for leave. If 30 days' notice is not possible, employees must provide as much notice as is practical.

Where possible, employees should make a reasonable effort to schedule leave so that it does not disrupt the operations of the Company.

Family military leave may be taken intermittently or on a reduced schedule, with the appropriate certification.

Employees must be prepared to provide the Company with certification from the proper military authority to verify the employee's eligibility for family military leave.

Upon expiration of the leave, an employee will generally be reinstated to his or her position or, if not available, an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. The leave will not result in the loss of seniority, benefits, pay and other terms and conditions of employment accrued prior to the date on which leave commenced.

To the extent permitted by law, Connecticut's Family Military leave will run concurrently with leave taken under the federal Family and Medical Leave Act ("FMLA"). If an employee meets the qualifications of both laws, the Company will provide the more generous of the two benefits. The Company strictly prohibits any form of discrimination or retaliation for exercising rights set forth in this policy.

### **6-8. Connecticut: Pregnancy Disability Leave**

Employees working for an employer with three (3) or more employees may be eligible for reasonable accommodation due to pregnancy, as well as a transfer of position or unpaid leave for a reasonable period of time due to a pregnancy-related disability. Any leave taken for a pregnancy-related disability will run concurrently with Connecticut's Family and Medical Leave Act ("CFMLA") leave and Family and Medical Leave Act ("FMLA") leave.



No employee will be discriminated against or retaliated against for receiving reasonable accommodation or taking leave under this policy.



## Section 7 - Georgia Addendum

### 7-1. Georgia: Lactation Accommodations

NLT Holding Corp - dba MLB Transportation Resources supports the legal right and necessity of team members who choose to express milk in the workplace. The Company promotes a breastfeeding-friendly work environment and supports lactating team members.

The Company will provide break time of reasonable duration to team members who wish to express breast milk at the worksite during working hours. Any break time provided under the law will be paid at the team member's regular rate of compensation.

The Company will provide the use of a private location, other than a restroom, for the team member to express milk in private at the worksite.

Team members can contact Human Resources with questions regarding this policy.



## Section 8 - Illinois Addendum

### 8-1. Illinois: Pregnancy Accommodations

In compliance with Illinois law, NLT Holding Corp - dba MLB Transportation Resources will not discriminate against a team member because of pregnancy; will engage in a timely, good faith, and meaningful exchange with team members affected by pregnancy, childbirth or related conditions; and will endeavor to provide a reasonable accommodation unless doing so will impose an undue hardship on the ordinary operation of the Company business.

Such accommodations include modifications or adjustments to the work environment or circumstances under which the team member's position is customarily performed, including but not limited to more frequent or longer bathroom, water intake, or rest breaks; private non-bathroom space for expressing breast milk and breastfeeding; seating accommodations or acquisition or modification of equipment; assistance with manual labor, light duty, or a temporary transfer to a less strenuous or non-hazardous position; job restructuring or a part-time or modified work schedule; appropriate adjustment or modifications of examinations or training materials; assignment to a vacant position; or providing leave.

An team member will not be required to accept an accommodation that she did not request or to which she did not agree, nor will an team member be forced to take leave if another reasonable accommodation is available.

The team member may be required to provide certification from the team member's health care provider concerning her need for a reasonable accommodation to the same extent such a certification is required for other conditions related to a disability. A certification should include:

- medical justification for the requested accommodation(s);
- a description of the reasonable accommodation(s) medically advisable;
- the date the accommodation(s) became advisable; and
- the probable duration of the reasonable accommodation(s).

The Company will not deny employment opportunities or take adverse employment action against team members if such decision is based on the employer's need to make a reasonable accommodation, and the Company will not retaliate against an team member who requests an accommodation or otherwise exercises her rights under the Illinois Human Rights Act.

The Illinois Human Rights Act is enforced by the Illinois Department of Human Rights ("IDHR"). The charge process for violations of the law can be initiated by contacting the IDHR at any of the offices shown below or by completing the form at <http://www.illinois.gov/dhr>.



Chicago Office	Springfield Office	Marion Office
100 W. Randolph St.	222 South College	2309 West Main St.
10th Floor	Room 101-A	Suite 112
Intake Unit	Intake Unit	Intake Unit
Chicago, IL 60601	Springfield, IL 62704	Marion, IL 62959
(312) 814-6200	(217) 785-5100	(618) 993-7463

Team members with questions or concerns regarding this policy or who would like to request an accommodation should contact Human Resources and/or COO.

## 8-2. Illinois: Discrimination and Non-Harassment (Including Sexual Harassment)

In compliance with the Illinois Human Rights Act (Act) and any other related federal or local law/ordinance, all team members have the right to be free from unlawful discrimination or harassment (including sexual harassment). This means that employers may not treat people differently based on race, age, gender, pregnancy, disability, sexual orientation or any other protected class named in the Act or any other related federal or local law/ordinance. This applies to all employer actions, including hiring, promotion, discipline and discharge.

It is NLT Holding Corp - dba MLB Transportation Resources's policy to prohibit intentional and unintentional discrimination or harassment (including sexual harassment) of or against job applicants, contractors, interns, volunteers or team members by another team member, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). The Company also prohibits retaliation. All such conduct will not be tolerated by NLT Holding Corp - dba MLB Transportation Resources.

The purpose of this policy is not to regulate our team members' personal morality, but to ensure that no one engages in discrimination or harassment (including sexual harassment) of another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, discrimination, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual reported or filed a complaint of discrimination or harassment (including sexual harassment) or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of discrimination or harassment (including sexual harassment) as defined by applicable federal, state or local laws or helped others exercise their right to complain about discrimination or harassment (including sexual harassment) as defined by applicable federal, state or local laws are unlawful.

### **Reasonable Accommodation**

Team members also have the right to reasonable workplace accommodations based on pregnancy, disability, religious beliefs or any other reason required by applicable federal, state or local laws. This means team



members can ask for reasonable changes to their job if needed because they are pregnant or disabled or because of their religious beliefs or any other reason required by applicable federal, state or local laws.

### **Discrimination Defined**

Discrimination under this policy generally means treating an individual differently or denying or granting a benefit to an individual because of any actual or perceived protected characteristic as defined under federal, state or local law/ordinance.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, team members are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault or blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;





10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

### **Company Reporting Procedures**

If the team member has been subjected to or witnessed conduct which violates this policy, the team member should immediately report the matter to any member of management. If the team member is unable for any reason to contact this person, or if the team member has not received an initial response within five (5) business days after reporting any incident of what the team member perceives to be harassment, the team member should contact Human Resources and/or COO. If the person toward whom the complaint is directed is one of the individuals indicated above, the team member should contact any higher-level manager in the reporting hierarchy.

### **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. Team members must cooperate with all investigations conducted pursuant to this policy.

### **Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the team member has been subjected to any such retaliation, the team member should report it in the same manner in which the team member would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

### **Additional Reporting Procedures**

Aside from the internal complaint process at the Company described above, team members may choose to file a charge/complaint of discrimination or harassment (including sexual harassment) with the Illinois Department of Human Rights (IDHR).

The charge process for violations of the law can be initiated by completing the form at [www.illinois.gov/dhr](http://www.illinois.gov/dhr) or by contacting the IDHR at [IDHR.Intake@illinois.gov](mailto:IDHR.Intake@illinois.gov), or either of these offices:

Chicago Office	Springfield Office
555 W. Monroe St., 7th Floor	535 W. Jefferson Street, 1st Floor
Chicago, IL 60661	Springfield, IL 62702
(312) 814-6200	(217) 785-5100
(866) 740-3953 (TTY)	(866) 740-3953 (TTY)
(312) 814-6251 (Fax)	(217) 785-5106 (Fax)

Team members also can contact the Illinois Sexual Harassment and Discrimination Helpline at 1-877-236-7703.



### 8-3. Illinois: Lactation Accommodations

NLT Holding Corp - dba MLB Transportation Resources provides team members who are nursing with reasonable break time to express breast milk after the birth of a child.

The break time provided must run concurrently with any other break time provided to team members but to the extent the lactation break does not occur during an otherwise unpaid break such time is paid.

The Company will make reasonable efforts to provide a private location in close proximity to the team member's work area. The Company will not retaliate against team members for exercising their rights under this policy.

### 8-4. Illinois: Jury Duty Leave

NLT Holding Corp - dba MLB Transportation Resources realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All team members will be allowed time off to perform such civic service as required by law. Team members are expected, however, to provide proper notice of any request to perform jury duty as noted below and provide verification of their service, including fees received for jury duty service.

Team members also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, team members may be asked to try to postpone jury duty.

The Company is not obligated to compensate team members for time taken off for jury duty. However, exempt team members will be paid their full salary less jury duty fees for any week in which they performed work for the Company and missed work due to jury service.

Team members summoned for jury duty must deliver a copy of the summons to the Company within 10 days of the date of issuance of the summons to the team member.

### 8-5. Illinois: Witness Leave

Team members called to serve as a witness in a judicial proceeding must notify their supervisor as soon as possible.

Team members will not be compensated for time away from work to participate in a court case, but may use available vacation and personal time to cover the period of absence.

Team members attending judicial proceedings in response to a subpoena will not be disciplined for their absence.



## 8-6. Illinois: Family Bereavement Leave

An team member who is eligible for leave under the federal Family and Medical Leave Act (FMLA) may take up to two (2) weeks (10 workdays) of unpaid bereavement leave for any or all of the following purposes:

1. to attend the funeral or alternative to a funeral of the team member's family member;
2. to make arrangements necessitated by the death of the team member's family member;
3. to grieve the death of the team member's family member; or
4. to be absent from work due to:
  1. a miscarriage,
  2. an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure,
  3. a failed adoption match or an adoption that is not finalized because it is contested by another party,
  4. a failed surrogacy agreement,
  5. a diagnosis that negatively impacts pregnancy or fertility, or
  6. a stillbirth.

For purposes of this policy, "family member" means an team member's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. "Child" includes an team member's biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

Leave under this policy is available only to team members who have not exhausted their FMLA leave entitlement at the time bereavement leave is requested. In the event of the death of more than one (1) covered family member in a 12-month period, an team member may take up to a total of six (6) weeks of bereavement leave during the 12-month period.

Bereavement leave must be completed within 60 days of the date on which the team member received notice of the death of the team member's family member or the occurrence of an event listed in reason number four (4) above.

An team member requesting leave under this policy generally must provide the Company with at least 48 hours' advance notice of the intention to take bereavement leave, unless providing such notice is not reasonable and practicable under the circumstances.

Team members may substitute available paid time off while taking unpaid leave under this policy, but this substitution does not extend the length of the leave.

The Company may require reasonable documentation in connection with leave taken under this policy. Documentation may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. For leave resulting from an event listed under reason four (4) above, reasonable documentation shall include a form, to be provided by the Illinois Department of Labor, to be filled out by a



health care practitioner who has treated the team member or the team member's spouse or domestic partner, or surrogate, for an event listed under reason four (4), or documentation from the adoption or surrogacy organization that the team member worked with related to an event listed under reason four (4), certifying that the team member or team member's spouse or domestic partner has experienced an event listed under reason four (4). The Company will not require that the team member identify which category of event the leave pertains to as a condition of exercising rights under this policy.

Team members will not be subject to adverse action for exercising rights or attempting to exercise rights under this policy, opposing practices that they believe to be in violation of this policy or supporting the exercise of rights of another under this policy.

#### **8-7. Illinois: Voting Leave**

Team members who are eligible to vote in an election may request up to two (2) hours with pay to vote while polls are open.

Team members must notify NLT Holding Corp - dba MLB Transportation Resources of their intention to vote at least one (1) week prior to Election Day.

#### **8-8. Illinois: Voluntary Emergency Workers Leave**

NLT Holding Corp - dba MLB Transportation Resources will not discharge team members who serve as volunteer emergency workers and are absent from or late to work due to their participation in an emergency situation. Volunteer emergency workers include volunteer firefighters, emergency medical technicians, ambulance drivers or attendants, first responders, members of county municipal emergency services and disaster agencies, and auxiliary policemen or deputies. Team members must make a reasonable effort to notify the Company that they may be absent from or late to work.

#### **8-9. Illinois: Leave for Domestic, Sexual and Gender Violence or Other Crimes of Violence**

In accordance with the Illinois Victims' Economic Security and Safety Act, team members who are the victims of domestic violence, sexual violence or gender violence or who have family or household members who are the victims of domestic violence, sexual violence or gender violence, may be eligible for up to 12 weeks of unpaid leave within any 12-month period, and upon return will be restored to the same or an equivalent position.

Team members may elect to substitute any or all annual or vacation leave, personal leave and sick leave during the otherwise unpaid leave. This substitution of paid leave does not extend the total allowed leave period but runs concurrently with it. Leave under this policy also runs concurrently with Family and Medical Leave when the reason for the leave qualifies for Family and Medical Leave, such as for a serious health condition. In these situations, the leave does not extend any unpaid time available to the team member under Family and Medical Leave.

#### **Reasons for Leave**



Eligible team members may take leave under this policy so that they or a member of their family or household may take part in one or more of the following actions:

- seek **medical attention** for or recover from physical or psychological injuries caused by domestic violence, sexual violence or gender violence;
- obtain services from a **victim's services** organization;
- obtain **psychological or other counseling**;
- participate in **safety planning**, including temporary or permanent relocation, or other actions to increase their physical safety or economic security; or
- seek **legal assistance** or remedies to ensure their health and safety.

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

Eligible team members must provide the Company with at least 48 hours advance notice of the need for leave, unless such notice is not practicable.

### **Certification of the Need for Leave**

To request leave, the team member must supply the Company with a sworn statement from the team member that the team member or a family or household member is a victim of domestic violence, sexual violence or gender violence and that leave is necessary for one of the reasons described above.

The team member seeking leave also must provide supporting documentation from one of the following sources:

- a victim's services organization;
- a member of the clergy;
- an attorney;
- a medical professional from which the team member or family or household member has sought assistance;
- a police report or court record; or
- any other corroborating evidence.

### **Team member Benefits**

During an approved leave, the Company will maintain the team member's health benefits as if the team member continued to be actively employed.

If paid time off is substituted for unpaid leave, the Company will deduct the team member's portion of the any applicable health plan premium as a regular payroll deduction.

If the team member's leave is unpaid, the team member must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

If the team member elects not to return to work at the end of the leave period, the team member will be required to reimburse the Company for the cost of the health benefit premiums paid by the Company for maintaining coverage during the unpaid leave period, unless the team member cannot return to work because



of continuation, recurrence or onset of domestic violence, sexual violence or gender violence or other circumstances beyond the team member's control.

### **Intermittent and Reduced Schedule Leave**

Unpaid leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours you work per work week or work day).

### **Periodic Reports**

During a leave, the team member must provide periodic reports (at least every 30 days) regarding the team member's status and any change in the team member's plans on returning to work.

## **8-10. Illinois: Business Expense Reimbursement**

This policy establishes the procedures all team members must follow when they are required to incur business-related expenses on behalf of NLT Holding Corp - dba MLB Transportation Resources.

Team members are expected to use good judgment regarding all expenses incurred while conducting business for NLT Holding Corp - dba MLB Transportation Resources. Expenses must be reasonable in the circumstances, necessary and incidental to the performance of the business involved and for the primary benefit of NLT Holding Corp - dba MLB Transportation Resources rather than the team member.

### **Expense Reporting**

Team members must properly substantiate all business expenses submitted for reimbursement in accordance with this policy.

Team members are responsible for properly substantiating all charges incurred on behalf of the Company. All expense reports should be submitted in a timely manner, no later than 30 calendar days from the date the expense was incurred. Expenses submitted more than 30 calendar days after being incurred may be denied for reimbursement, at the Company's discretion.

Team members are expected to submit original receipts or other supporting documentation for all business expenses incurred on behalf of the Company in accordance with this policy. However, if a receipt or other supporting documentation is missing, lost or nonexistent, team members should contact the employee's Supervisor to discuss whether reimbursement may still be available.

### **Reimbursement**

There are limits on the types and amounts of expenses that will be reimbursed, as follows:

1. the Company will not reimburse team members for any of the following types of expenses: alcohol, stretch limousines, traffic tickets incurred while traveling on business and parking tickets incurred while traveling on business.
2. the Company will not reimburse team members for any single expense of more than \$\_\_\_\_. The Company also will not reimburse team members for expenses that attempt to evade this maximum amount, for example, where team members artificially split a single expense into two transactions so



that both are under the limit.

3. the Company will not reimburse team members for any expenses that are not required or that primarily benefit team members, rather than the Company. This includes, but is not limited to, expenses team members incur by purchasing smartphones or other electronic devices that the team members own, voice or data plans on such devices, Internet service at team members' residence, other home-office equipment or furniture, and like expenses. Even if items or services such as these are used for business purposes at times, team members are generally not required to purchase them in order to perform their job duties, and they are primarily for the team member's benefit rather than for the Company's. Accordingly, expenses for items or services of this nature will not be reimbursed by the Company.
4. any other expenses that, in the Company's discretion, are unreasonable, extravagant, or not business-related, will not be reimbursed by the Company.

Expenses that violate any of the four guidelines above will not be reimbursed unless the team member received approval from the employee's Supervisor, in writing, prior to incurring the expense.

The Company assumes no responsibility to reimburse team members for expenses that are not in compliance with this policy.



## Section 9 - Indiana Addendum

### 9-1. Indiana: Family Military Leave

Team members who have been employed by NLT Holding Corp - dba MLB Transportation Resources for at least 12 months, have worked at least 1,500 hours during the 12-month period immediately preceding the day the leave begins, and are the spouse, parent, grandparent, child or sibling of an individual ordered to active duty, are eligible for an unpaid leave of absence for up to 10 days each calendar year.

Leave may be taken during any of the following periods:

- during the 30 days before active duty orders are in effect;
- during a period in which the military family member ordered to active duty is on leave while active duty orders are in effect;
- during the 30 days after the active duty orders are terminated.

Team members may elect to substitute any accrued paid time off (except for paid medical or sick leave) for leave provided under this policy. If applicable, health care benefits will be continued at the team member's expense during the period of leave.

Team members must provide written notice to the Company at least 30 days in advance; notice must include a copy of the active duty orders (if available) and an indication of the date the leave will begin. If the active duty orders are issued less than 30 days before the date the requested leave is to begin, written notice must be provided as soon as possible under such circumstances. The Company reserves the right to require verification of eligibility for this leave. Failure to provide such verification within a reasonable time after it was requested may result in the absence from employment being considered unexcused.

Upon returning from leave, in most cases the team member will be restored to the position they held before the leave began or to an equivalent position.





## Section 10 - Kentucky Addendum

### 10-1. Kentucky: Overtime

Like most successful companies, NLT Holding Corp - dba MLB Transportation Resources experiences periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Efforts will be made to provide employees with adequate advance notice in such situations.

Non-exempt employees generally will be paid overtime at the rate of time and one-half (1.5) times their normal hourly wage for all hours worked in excess of 40 hours in one (1) week and, for employees that are not officers, superintendents, foremen or supervisors of other employees, all hours worked on the seventh (7<sup>th</sup>) consecutive workday in a workweek. If an employee is permitted to work more than 40 hours in a workweek, the overtime paid for hours worked on the seventh (7<sup>th</sup>) day will be credited against the amount owed for regular overtime for hours worked in excess of 40 hours.

Employees may work overtime only with management authorization.

Paid time off, holidays or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

For purposes of calculating overtime for non-exempt team members, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

### 10-2. Kentucky: Adoption Leave

Team members are entitled to an unpaid leave of absence of up to six (6) weeks for the purposes of adopting a child under age seven (7). Advance written notice is required. The Company may require verification of adoption. Leave runs concurrently with any other leave provided by the Company. Team members may use accrued time off for this purpose.



## Section 11 - Maryland Addendum

### 11-1. Maryland: Pregnancy Accommodations

In compliance with Maryland law, if a pregnant team member requests an accommodation for a disability caused or contributed to by pregnancy, NLT Holding Corp - dba MLB Transportation Resources will explore reasonable accommodations with the pregnant team member, and it will endeavor to provide a reasonable accommodation unless doing so would impose an undue hardship on NLT Holding Corp - dba MLB Transportation Resources. Such accommodations may include:

1. changing the team member's job duties;
2. changing the team member's work hours, relocating the team member's work area;
3. providing mechanical or electrical aids;
4. transferring the team member to a less strenuous or less hazardous position;
5. providing leave.

The Company may require a certification from the team member's health care provider concerning the medical advisability of a reasonable accommodation to the same extent a certification is required for other temporary disabilities. A certification should include:

1. the date the reasonable accommodation became medically advisable;
2. the probable duration of the reasonable accommodation; and
3. an explanatory statement as to the medical advisability of the reasonable accommodation.

Team members with questions or concerns regarding this policy or who would like to request an accommodation should contact Human Resources and/or COO.

### 11-2. Maryland: Paid Time Off

We know how hard team members work and recognize the importance of providing time for rest and relaxation. We fully encourage team members to get this rest by taking their paid time off. Time off under this policy includes extended time off, such as for a vacation, and incidental time due to sickness or to handle personal affairs.

Full-time team members accrue paid time off as follows:

During the first partial calendar year of employment and the first five full calendar years of employment, full-time team members accrue up to 20 days of paid time off per year. Paid time off is accrued on a pro-rata basis throughout the year.

Thereafter, full-time team members accrue up to 25 days of paid time off per year. Paid time off continues to be accrued on a pro-rata basis throughout the year.



The maximum paid time off entitlement for part-time team members is pro-rated based on hours worked.

Paid time off should be taken during the year received, unless otherwise required by law. Accrued, unused paid time off can be carried over to the following calendar year only if approved by Human Resources.

If an team member wishes to use three (3) or more full days of paid time off consecutively, the team member must submit a request to his or her manager at least two (2) weeks in advance of the requested time off. Similar notice should be provided for planned time off of shorter duration. Every effort will be made to grant requests, consistent with our operating schedule. However, if too many people request the same period of time off, the Company reserves the right to choose who may take time off during that period. Individuals with the longest length of service generally will be given preference.

If an team member will be out of work due to illness or due any other emergency for which notice could not be provided, the team member must call in and notify his or her supervisor as early as possible, but at least by the start of the employee's workday. If an team member calls in sick for three (3) or more consecutive days, the team member may be required to provide his or her supervisor with a doctor's note on the day the team member returns to work.

Paid time off may be used only in half-day increments.

Up to 10 days of accrued, unused paid time off is paid out upon separation, unless otherwise required by law.

Advanced but unaccrued paid time off will be deducted from an team member's final paycheck, to the extent permitted by law.

### 11-3. Maryland: Earned Sick and Safe Leave

#### **Eligibility**

The Company provides paid Earned Sick and Safe Leave (ESSL) to eligible team members who regularly work at least 12 hours per week in Maryland pursuant to the Maryland Healthy Working Families Act. For team members who work in Maryland who are eligible for sick time under the general paid Sick Days policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general paid Sick Days policy.

#### **Grant**

Team members begin to accrue ESSL pursuant to this policy on February 11, 2018, or at the start of employment, whichever is later. At the time of hire and start of each calendar year, team members receive a grant of 40 hours of paid ESSL for the year.

Team members will not accrue ESSL during any: 1) two- (2-) week pay period in which the team member worked fewer than 24 hours total; 2) one- (1-) week pay period if the team member worked fewer than a combined total of 24 hours in the current and the immediately preceding pay period; or 3) pay period in which the team member is paid twice a month regardless of the number of weeks in a pay period and the team member worked fewer than 26 hours in the pay period.

Exempt team members are assumed to work 40 hours in each workweek unless their normal workweek is less



than 40 hours, in which case ESSL accrues based upon that normal workweek.

For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

### **Usage**

Team members may begin using ESSL under this policy after the 106th calendar day of employment. Team members may use ESSL in the smallest increment that the Company's payroll system uses to account for absences or work time, and no team member will be required to take ESSL in an increment of more than four (4) hours. The team member may not use more than 64 hours of accrued ESSL per calendar year.

The Team member may use ESSL under this policy for the following reasons:

1. to care for or treat the team member's mental or physical illness, injury or condition or to obtain preventive medical care;
2. to care for a family member with a mental or physical illness, injury or condition, or to obtain preventive medical care for a family member;
3. for maternity or paternity leave; or
4. if the absence from work is due to domestic violence, sexual assault or stalking committed against the team member or the team member's family member and the leave is used either during the time that the team member has temporarily relocated due to domestic violence, sexual assault or stalking, or to obtain (for the team member or the team member's family) any of the following:
  - medical or mental health attention that is related to the domestic violence, sexual assault or stalking;
  - services from a victim services organization related to the domestic violence sexual assault or stalking; or
  - legal services or proceedings related to the domestic violence sexual assault or stalking.

For purposes of this policy, family member means: 1) a biological, adopted, foster or stepchild of the team member; a child for whom the team member has legal or physical custody or guardianship; or a child for whom the team member stands in loco parentis, regardless of child's age; 2) a biological, adoptive, foster or stepparent of the team member or the team member's spouse; legal guardian of the team member; or an individual who acted as a parent or stood in loco parentis to the team member or the team member spouse when the team member or the team member's spouse was a minor; 3) spouse of the team member; 4) a biological, adoptive, foster or stepgrandparent of the team member; 5) a biological, adoptive, foster or stepgrandchild of the team member; or 6) a biological, adopted, foster or stepsibling of the team member.

Unless the team member advises otherwise, the Company will assume, subject to applicable law, that team members want to use available earned sick and safe leave for absences for reasons set forth above, and team members will be paid for such absences to the extent they have ESSL available.

Team members will be notified of available ESSL each time wages are paid.

### **Notice and Documentation**



To use ESSL, the team member must request leave from the Company as soon as practicable after determining the need for leave and provide notification of the anticipated duration of the leave. When requesting ESSL that is foreseeable, team members must provide advance notice of seven (7) days before the date the ESSL will begin. When requesting ESSL that is not foreseeable, team members must provide notice as soon as practicable. Failure to provide such notice may result in denial of the team member's request for ESSL if the absence will cause a disruption to the Company.

The Company may require the team members to provide verification that the leave was used in accordance with applicable law when they use ESSL:

- for more than two (2) consecutive scheduled shifts; or
- between the first 107th and 120th calendar days of employment and the team member agreed to provide verification at the time of hire.

If the team members fail to provide such verification, the Company may deny any subsequent request from them to take ESSL for the same reason.

The team member's use of ESSL will not be conditioned upon searching for or finding a replacement worker.

### **Payment**

ESSL under this policy will be calculated based on the team member's wage rate at the time of absence.

### **Carryover and Payout**

Unused ESSL under this policy will not be paid at separation. Accrued but unused ESSL under this policy will not be paid at separation.

### **Enforcement and Retaliation**

The Company prohibits retaliatory or adverse action against team members who exercise their rights in good faith concerning this policy. Team members have the right to file a complaint with the Commissioner of Labor and Industry, or bring a civil action to enforce an order against the Company if their rights are restrained.

Team members with questions regarding this policy can contact Human Resources.

## **11-4. Maryland: Witness Leave**

Team members called to serve as a witness in a judicial proceeding must notify their supervisor as soon as possible.

Team members will not be compensated for time away from work to participate in a court case, but may use available vacation and personal time to cover the period of absence.

Team members attending judicial proceedings in response to a subpoena will not be terminated for their absence.



### 11-5. Maryland: Voting Leave

Team members who are eligible and registered to vote in an election and who do not have two (2) consecutive hours before or after work to vote may request up to two (2) hours with pay to vote.

Upon their return to work team members must provide proof of voting on a form prescribed by the State Board.

### 11-6. Maryland: Family Military Leave

#### **Family Military Leave (employers with 50 or more employees)**

Eligible employees are entitled to one (1) day of unpaid leave on the day an immediate family member leaves or returns from active duty outside the U.S. as a member of the U.S. Armed Forces. For the purposes of this policy, an immediate family member includes a spouse, parent, step-parent, child, step-child and sibling of the employee.

To be eligible for leave, the employee must have worked for the employer for the previous 12 months and have worked 1,250 hours during that 12-month period.

Family military leave is unpaid; however, employees may opt to use accrued paid time off for this purpose.

Where the need for leave is foreseeable, employees should provide as much notice as is practical.

Employees may be required to provide the Company with certification from the proper military authority to verify the employee's eligibility for family military leave.

### 11-7. Maryland: Personal and Company-Provided Portable Communication Devices

NLT Holding Corp - dba MLB Transportation Resources-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Team members have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some team members may be authorized to use their own PCD for business purposes. These team members should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, team members must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Company-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to



emergency situations.

If team members who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide team members with the personal data in another form (e.g., on a disk) to the extent practicable; however, the team member may lose some or all personal data saved on the device.

Team members may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether team members use their personal PCD or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

### **Portable Communication Device Use While Driving**

Team members who drive on Company business must abide by Maryland law, which prohibits PCD (cell phone or personal digital assistant) use while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Team members should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call.

Under no circumstances should team members feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any team member to use a cell phone while driving, team members who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

## **11-8. Maryland: Operation of Vehicles**

All team members authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Team members must have a valid driver's license in their possession while operating a vehicle off or on Company property. It is the responsibility of every team member to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Company-owned or leased vehicles may be used only as authorized by management.

### **Portable Communication Device Use While Driving**



Team members who drive on Company business must abide by Maryland law, which prohibits portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Team members should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call.

Under no circumstances should team members feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any team member to use a PCD while driving, team members who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.





## Section 12 - Massachusetts Addendum

### 12-1. Massachusetts: Pregnancy Accommodations

Under the Massachusetts Pregnant Workers Fairness Act (effective April 1, 2018), team members have the right to be free from discrimination in relation to pregnancy or a condition related to the team member's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child, including the right to reasonable accommodations for conditions related to pregnancy.

#### **Reasonable Accommodations**

NLT Holding Corp - dba MLB Transportation Resources will provide a reasonable accommodation for the team member's pregnancy or any condition related to the team member's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child if the team member requests such an accommodation. However, the Company may deny such an accommodation if the accommodation would impose an undue hardship on the Company's program, enterprise or business.

Reasonable accommodations may include, but are not limited to:

1. more frequent or longer paid or unpaid breaks;
2. time off to attend to a pregnancy complication or recover from childbirth with or without pay;
3. acquisition or modification of equipment or seating;
4. temporary transfer to a less strenuous or less hazardous position;
5. job restructuring;
6. light duty;
7. private non-bathroom space for expressing breast milk;
8. assistance with manual labor; or
9. a modified work schedule; provided, however, that the Company is not required to discharge or transfer the team member with more seniority or promote the team member who is not able to perform the essential functions of the job with or without a reasonable accommodation.

#### **Notice and Documentation**

Upon receiving a request for an accommodation from the team member or prospective team member capable of performing the essential functions of the position involved, the Company will engage in a timely, good faith and interactive process with the team member or prospective team member to determine an effective, reasonable accommodation to enable the team member or prospective team member to perform the essential functions of the team member's job or the position to which the prospective team member has applied. The Company may require the team member or prospective team member to provide documentation from an appropriate health care or rehabilitation professional about the need for a reasonable accommodation; however, the Company will not require documentation for the following accommodations:

1. more frequent restroom, food or water breaks;



2. seating;
3. limits on lifting more than 20 pounds; and
4. private non-bathroom space for expressing breast milk.

The Company also may require documentation for an extension of the accommodation beyond the originally agreed to accommodation.

The team member who notifies the Company of a pregnancy or of a condition related to the team member's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child will receive an additional copy of this notice not more than 10 days after the notification.

### **Enforcement and Retaliation**

The Company will not:

1. take adverse action against the team member who requests or uses a reasonable accommodation in terms, conditions or privileges of employment including, but not limited to, failing to reinstate the team member to the original employment status or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other applicable service credits when the need for a reasonable accommodation ceases;
2. deny an employment opportunity to the team member if the denial is based on the need to make a reasonable accommodation to the known conditions related to the team member's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child;
3. require the team member affected by pregnancy or a condition related to the pregnancy, including, but not limited to, lactation or the need to express breast milk for a nursing child, to accept an accommodation that the team member chooses not to accept, if that accommodation is unnecessary to enable the team member to perform the essential functions of the job;
4. require the team member to take a leave if another reasonable accommodation may be provided for the known conditions related to the team member's pregnancy, including, but not limited to, lactation or the need to express breast milk for a nursing child, without undue hardship on the Company's program, enterprise or business;
5. refuse to hire a person who is pregnant because of the pregnancy or because of a condition related to the person's pregnancy, including, but not limited to, lactation or the need to express breast milk for a nursing child; provided, however, that the person is capable of performing the essential functions of the position with a reasonable accommodation and that reasonable accommodation would not impose an undue hardship, demonstrated by the Company, on the Company's program, enterprise or business.

If team members have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact Human Resources and/or COO.



## 12-2. Massachusetts: Non-Harassment

It is NLT Holding Corp - dba MLB Transportation Resources's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or team members by another team member, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by NLT Holding Corp - dba MLB Transportation Resources.

The purpose of this policy is not to regulate team members' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state or local laws are unlawful.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, team members are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or



- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions, or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

### **Reporting Procedures**

If team members have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to Human Resources and/or COO at \_\_\_\_\_ or \_\_\_\_\_. If they are unable for any reason to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact the President at \_\_\_\_\_ or \_\_\_\_\_. If the person toward whom the complaint is directed is one of the individuals indicated above, the team member should contact any higher-level manager in the reporting hierarchy.

### **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All team members must cooperate with all investigations conducted pursuant to this policy.

### **Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If team members feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

While team members are encouraged to report claims internally, if they believe they have been subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the



government agency or agencies set forth below. Using the Company's complaint process does not prohibit the team member from filing a complaint with these agencies.

The United States Equal Employment Opportunity Commission (EEOC) JFK Federal Building, Room 475 Boston, Massachusetts 02203, (617) 565-3200

The Massachusetts Commission Against Discrimination (MCAD) Boston Office: One Ashburton Place, Room 601, Boston, MA 02108, (617) 994-6000

Springfield Office: 436 Dwight Street, Room 220, Springfield, MA 01103, (413) 739-2145

New Bedford Office: 128 Union Street, Suite 206, New Bedford, MA 02740, (774) 510-5801

Worcester Office: 484 Main Street, Room 320, Worcester, MA 01608, (508) 453-9630

### 12-3. Massachusetts: Earned Sick Time

#### **Eligibility**

NLT Holding Corp - dba MLB Transportation Resources provides earned sick time to team members whose primary place of work is in Massachusetts. For team members whose primary place of work is in Massachusetts who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave ordinance.

#### **Grant**

Team members receive a grant of earned sick time at the start of employment, as well as at the start of each calendar year thereafter. The grant will be prorated based on the date of grant, but in no circumstances will an eligible team member receive less than one (1) hour of paid leave for every 30 hours worked up to a maximum accrual of 40 hours each year.

Exempt team members are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case, sick time accrues based on that normal workweek.

For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

#### **Usage**

Team members may begin using accrued earned sick time on the 90th day of employment. The smallest amount of earned sick time team members can use is one (1) hour. For uses beyond one (1) hour, team members may use earned sick time in hourly increments or in the smallest increment the payroll system uses to account for absences or use of other time. Team members may not use more than 40 hours of earned sick time in any calendar year.

Team members may use earned sick time for the following reasons:



1. to care for their child (which includes a biological child, an adopted or a foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis); their spouse (as defined by the marriage laws of Massachusetts, which include a partner in a same-sex marriage); or their parent or the parent of a spouse who is suffering from a physical or mental illness, injury, or medical condition that requires home care, a professional medical diagnosis or care, or preventive medical care;
2. to care for their own physical or mental illness, injury, or medical condition that requires home care, a professional medical diagnosis or care, or preventive medical care;
3. to attend their routine medical appointment or a routine medical appointment for their child, their spouse, their parent, or the parent of a spouse;
4. for travel to and from an appointment, a pharmacy, or another location related to the purpose for which earned sick time was taken; or
5. to address the psychological, physical, or legal effects of domestic violence.

Earned sick time may not be used as an excuse to be late for work if the lateness is not related to one of the reasons described above. Additionally, team members may not accept a specific shift assignment with the intention of calling out sick for all or part of the shift.

Use of earned sick time will run concurrently with time off provided under Family and Medical Leave, Massachusetts Parental Leave, Massachusetts Domestic Violence Leave, Massachusetts Small Necessities Leave or time off pursuant to any other applicable law, if applicable to and to the extent permitted by applicable law.

### **Notice and Documentation**

Team members must comply with the attendance and call-in policy when providing notice. Team members must make a good-faith effort to provide notice of this need to use earned sick time if the need is foreseeable. Specifically, if the need for the use of earned sick time is due to a prescheduled or foreseeable absence, seven (7) days' advance notice to Human Resources is required. If the team members anticipate a multiday absence from work, they must provide notification of the expected duration of the leave or, if unknown, provide notification daily, unless the circumstances make such notice unreasonable. If the need for the use of earned sick time is unforeseeable, notice must be provided as soon as practicable under the circumstances.

When providing notice or reporting an absence for a covered purpose, team members are not required to explicitly reference earned sick time, but the Company may, in accordance with applicable laws regarding privacy and confidentiality of medical information, review with team members the covered purposes for which earned sick time may be used.

For any earned sick time used, team members must verify in writing that they have used the time for a covered reason, but they will not be required to explain the nature of the illness or the details of the domestic violence.

The Company will also require supporting documentation if the team member's use of earned sick time:

- covers more than 24 consecutively scheduled work hours or three (3) consecutive scheduled workdays;
- occurs within two (2) weeks before the team member's final scheduled day of work before termination of employment, except in the case of a temporary team member; and
- occurs after four (4) unforeseeable and undocumented absences within a three- (3-) month period for all



other team members.

Documentation signed by a healthcare provider indicating the need for earned sick time taken constitutes acceptable certification for sick time taken for reasons #1 through #4 above; but, for team members who do not have health care covered through a private insurer, the MA Healthcare Connector and related insurers may provide a signed written statement evidencing the need for using earned sick time, without being required to explain the nature of the illness, in lieu of documentation by a healthcare provider.

Acceptable documentation for earned sick time taken for reason #4 can include:

- a restraining order or other documentation of equitable relief issued by a court of competent jurisdiction;
- a police record documenting the abuse;
- documentation that the perpetrator of the abuse has been convicted of one (1) or more offenses when the victim was a family or household member;
- medical documentation of the abuse;
- a statement provided by a counselor, a social worker, a health worker, a member of the clergy, a shelter worker, a legal advocate, or another professional who has assisted the individual in addressing the effects of the abuse on the individual or the individual's family; or
- a sworn statement from the individual attesting to the abuse.

The documentation does not need to explain the nature of the illness or the details of the domestic violence. Documentation can be submitted in person or by another reasonable method, including e-mail.

Documentation must be provided within seven (7) days of taking earned sick time, unless, for good cause shown or as otherwise permitted, the team member requires more time to provide such documentation. Failure to comply with the reasonable documentation requirements, without a reasonable justification, may result in the Company recouping the amount paid for earned sick time from future pay, as an overpayment or otherwise taking appropriate action, to the extent permitted by applicable law.

Team members may be asked to provide a fitness-for-duty certification, a work release, or other documentation from a medical provider before returning to work after an absence during which earned sick time was used.

### **Payment**

Earned sick time will be paid at the same hourly rate as the team member earns from their employment at the time they use such time. Use of sick time is not considered hours worked for purposes of calculating overtime.

### **Carryover and Payout**

Team members may not carry over any unused paid leave under this policy to the following year.

Accrued but unused earned sick time under this policy will not be paid at separation.

### **Enforcement and Retaliation**

Team members may be subject to disciplinary action for misuse of earned sick time if they are engaging in fraud or abuse of benefits available under this policy.



The Company will not tolerate retaliation against team members who oppose practices that they believe to be in violation of earned sick time law or because the team members support the exercise of rights of another team member under the earned sick time law. Team members may file an action in court to enforce their earned sick time rights.

Team members with questions regarding this policy should contact the COO.

#### 12-4. Massachusetts: Jury Duty Leave

NLT Holding Corp - dba MLB Transportation Resources realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All team members will be allowed time off to perform such civic service as required by law. Team members are expected, however, to provide proper notice of any request to perform jury duty and verification of their service, including fees received for jury duty service.

Team members also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, team members may be asked to try to postpone jury duty.

The Company will pay regularly employed jurors their regular wages for the first three (3) days of jury service. Courts may excuse employers from the duty to compensate juror-team members in cases of extreme financial hardship. In such cases, the court will award the juror reasonable compensation in lieu of wages, up to \$50 a day, for the first three (3) days of juror service. Alternate jurors will receive the same payments and reimbursements from their employers and the commonwealth as jurors.

Exempt team members will be paid their full salary less jury duty fees for any week in which they performed work for the Company and missed work solely due to jury service.

#### 12-5. Massachusetts: Paid Family and Medical Leave Benefits

##### **Eligibility Requirements**

All team members working in Massachusetts are eligible for Paid Family and Medical Leave Benefits under the Massachusetts Paid Family and Medical Leave Act (PFMLA), provided they are eligible for unemployment compensation in Massachusetts and receive wages from a Massachusetts employer. Former team members also may be eligible for paid benefits, to the extent they have been separated from the Company for not more than 26 weeks at the start of their leave and have not found subsequent employment at the time their leave begins.

##### **Entitlement**

Eligible team members may take up to 26 weeks of job-protected Paid Family and Medical Leave for certain family and medical reasons during the course of a benefit year.

The benefit year is calculated prospectively looking at the 52-week period beginning on the Sunday *immediately preceding* the first day of job-protected leave for the team member. Paid Family and Medical Leave may be taken for any one, or for a combination, of the following reasons:





- *up to* 12 weeks of family leave:
  - to bond with a child during the first 12 months after the child's birth, adoption or foster care placement;
  - for a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the Armed Forces; or
  - to care for a covered family member, who has a serious health condition (effective July 1, 2021).
- *up to* 26 weeks of family leave to care for a family member who is a covered service member with a serious health condition;
- *up to* 20 weeks of medical leave for their own serious health condition that makes them unable to perform one or more of the essential functions of their job.

For purposes of this policy, a **covered family member** includes the team member's spouse, domestic partner, child, parent, parent of a spouse or domestic partner, a person who stood in loco parentis when the team member was a minor child, grandchild, grandparent or sibling.

For purposes of this policy, a **serious health condition** is an illness, injury, impairment or physical or mental condition that involves: inpatient care in a hospital, hospice or residential medical facility; or continuing treatment by a health care provider.

For purposes of this policy, **qualifying exigencies** may include caring for a military member's child or other family member of the military member on covered active duty, making financial or legal arrangements for the military member, attending counseling, attending military events or ceremonies, spending time with the military member during a rest and recuperation leave or following return from deployment or making arrangements following the death of the military member.

For purposes of this policy, a **covered servicemember** is either:

- a member of the Armed Forces, including a member of the National Guard or Reserves, who is: undergoing medical treatment, recuperation or therapy; otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces, or a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces; or
- a former member of the Armed Forces, including a former member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy for a serious injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces, or a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces and manifested before or after the member was discharged or released from service.

Leave and benefits are administered by the Massachusetts Department of Family and Medical Leave (the Department). Although the Company provides wage income verification to the Department, all benefits determinations are made exclusively by the Department. The Department calculates weekly benefits as follows:



- the portion of the team member's average weekly wage that is equal to or less than 50% of the state average weekly wage shall be replaced at a rate of 80%; and
- the portion of the team member's average weekly wage that is more than 50% of the state average weekly wage shall be replaced at a rate of 50%, up to the applicable weekly benefit limits.

The first seven (7) calendar days of leave are unpaid by the Department, except for family leave following a medical leave for pregnancy or childbirth, in which case the seven- (7-) day waiting period for the family leave will be waived. During any unpaid waiting period, team members may elect to use earned sick time (provided the need for leave is covered under the earned sick time policy), PTO/vacation, and/or other paid time off time to replace their regular income. Typically, team members will start receiving benefits from the Department not less than 14 days after the Department approves the leave and receipt of benefits, unless the Department approves benefits more than 14 days before the onset of eligibility to take leave.

### **Substitution of Department Benefits with Company Benefits**

Team members may substitute the Department's benefits with accrued vacation, PTO, personal, sick time, extended illness bank, etc. (assuming the reason for taking Paid Family and Medical Leave is covered under the vacation, PTO, personal, sick time, extended illness bank, etc. policy). If team members elect to make such a substitution, they shall not receive any benefits from the Department. Receipt of such benefits does not extend Paid Family and Medical Leave entitlements, which will run concurrently with any Company-provided benefits. Team members may supplement benefits for their own serious health condition with short- and/or long-term disability benefits if available.

### **Use of Leave**

Paid Family and Medical Leave is usually taken for a period of consecutive days, weeks or months. However, team members also are entitled to take Paid Family and Medical Leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the team member or family member. Qualifying exigency leave also may be taken on an intermittent or reduced leave schedule.

Intermittent leave may be taken in increments of 15 minutes. Please note that the Department will not pay Paid Family and Medical Leave benefits in increments of less than 15 minutes. In addition, the Department only permits team members to apply for payment of benefits associated with intermittent leave once they have eight (8) hours of accumulated leave time, except where more than 30 calendar days has lapsed since the team member initially took such leave.

Team members are required to work with the Company to create an agreed-upon intermittent or reduced leave schedule. Failure to comply with the agreed-upon schedule may result in discipline.

The use of intermittent leave will result in the proportional reduction of the team member's available allotment of leave. For example, if the team member normally works 40 hours per week and takes intermittent leave for 20 hours each week, then it will be counted as half a week of leave to be counted against the team member's leave entitlement.

### **Notice**

To trigger Paid Family and Medical Leave protections, team members must inform Human Resources of the



need for leave and the anticipated timing and duration of the leave, if known. The notice must state:

- the anticipated start date of the leave;
- the anticipated length of the leave; and
- the expected return date.

Team members must provide the Company at least 30 days' advance notice of the need to take Paid Family and Medical Leave when the need is foreseeable. Such notice must be provided before team members apply to the Department. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, team members must provide the Company notice of the need for leave as soon as practicable.

When planning medical treatment, team members must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt Company operations. Team members must consult with the Company prior to scheduling treatment to work out a treatment schedule which best suits the needs of both the Company and the team member.

The Department may deny or delay leave and benefits for team members who: fail to give the Company at least 30 days' notice for foreseeable leave without a reasonable excuse for the delay; apply to the Department before notifying the Company; or otherwise fail to satisfy PFMLA notice obligations.

### **Application to the Department**

After providing notice to the Company (unless the need for leave is unforeseeable), team members should apply directly to the Department for leave and benefits. Team members are required to use the forms provided by the Department, and their application for benefits may not be processed unless the application for benefits includes *all* information necessary for the Department's review and processing. The Department requires the following information:

1. identifying information, such as Social Security Number or Individual Taxpayer Identification Number;
2. nature of the leave, whether family leave or medical leave;
3. starting date and expected duration of the leave;
4. whether the leave will be continuous or intermittent;
5. employer's name and identification number;
6. evidence that notice was provided to the employer in advance of the application for benefits, including the date notice was provided to the employer;
7. any denied, granted or pending requests for leave for a qualifying reason from the employer during the last 12 months;
8. attestation regarding the family relationship in the form specified by the Department if the leave involves an application for family leave benefits; and
9. completed certification based on the type of leave in the form specified by the Department.

Team members may be required to provide additional specific information requested by the Department where reasonably necessary to review and process an application for benefits including but not limited to whether the team member will be receiving any other wage replacement. It is the team member's responsibility to provide the Department with timely, complete and sufficient information, certifications or other documents supporting



the need for leave.

### **Amendment or Extension of Leave Period and Paid Leave Benefits**

If there is a change in relevant circumstances that would justify an extension, reduction or other modification of the period of leave, the team member and the Company must notify the Department within seven (7) calendar days of said change using the forms required by the Department. For extensions, specifically, the team member must make a request for extension at least 14 calendar days prior to the expiration of the original approved leave. The Department may consider late filed requests upon a showing of good cause by the team member. The request for extension must include:

- the reason for the extension;
- the requested duration of the extended leave;
- the date on which the covered individual provided notice for the request for extension to the employer; and
- a newly completed or updated health care certification supporting the need for leave.

### **Job Benefits and Protection**

During Paid Family and Medical Leave, the Company will maintain health coverage under any employment-related health insurance on the same terms and conditions as if the team member had continued to work. If Company-provided benefits are used as a substitute for the Department's benefits, the Company will deduct the team member's portion of any applicable health plan premium as a regular payroll deduction. If the team member is not receiving any Company-benefits during the leave, the team member must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

Unless otherwise provided by applicable law, upon return from Paid Family and Medical Leave, team members will be restored to their original or equivalent positions with equivalent status, pay, benefits, length-of-service credit and seniority as of the date of the leave. The use of Paid Family and Medical Leave will not result in the loss of any employment benefits that accrued prior to the start of the team member's leave.

### **Return to Work/Fitness for Duty Medical Certifications**

Unless notified otherwise, team members returning to work from Paid Family and Medical Leave taken for their own serious health conditions must provide the Company with a medical certification confirming they are able to return to work and perform the essential functions of their positions, with or without reasonable accommodation. The Company may delay and/or deny job restoration until team members provide return to work/fitness for duty certifications.

### **Interaction with Other Leave Policies**

Leave taken pursuant to the PFMLA will run concurrently with leave taken under other applicable state and federal leave laws, including without limitation the Massachusetts Parental Leave Act and the federal Family and Medical Leave Act of 1993, when the leave is for a qualified reason under those laws.

### **Right to an Appeal**



Team members who are denied leave pursuant to the PFMLA may submit an appeal to the Department. The appeal must be filed within 10 calendar days of receipt of the denial. The deadline may be extended by the Department upon a showing of circumstances beyond the team member's control. In addition, the team member is required to provide a complete copy of the request for appeal to the Company. Team members may request a hearing with the Department and a final decision will be issued by the Department affirming, modifying or revoking the initial determination made by the Company.

Team members aggrieved by the Department's final decision may further appeal by filing a complaint in district court for the county in the Commonwealth where the individual resides or was last employed. The complaint must be filed within 30 calendar days of the date the Department's final decision is received by the individual.

### **Questions and/or Complaints about PFMLA Leave**

Questions regarding this PFMLA policy, should be directed to Human Resources. For questions about determinations by the Department on leave eligibility, entitlement and/or benefits, contact the Department directly. The Company is committed to complying with the PFMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the PFMLA.

The PFMLA makes it unlawful for employers to discriminate, retaliate, threaten to retaliate or interfere with the exercise of any rights provided under the PFMLA. In addition, employers may not retaliate or threaten to retaliate against any person who has filed a complaint, has caused a complaint to be filed, has or will participate or testify in a proceeding relating to a violation of the PFMLA, or has given or is about to give information connected to a proceeding relating to a violation of the PFMLA. If team members believe their PFMLA rights have been violated, they should contact Human Resources immediately. The Company will investigate any PFMLA complaints and take prompt and appropriate remedial action to address and/or remedy any PFMLA violation. Team members also may file PFMLA complaints with the Department alleging PFMLA violations.

### **12-6. Massachusetts: Domestic Abuse Leave**

Team members are entitled to up to 15 days of unpaid leave from work in any 12-month period if, as defined by applicable law: (i) the team member, or a family member of the team member, is a victim of abusive behavior; (ii) the team member is using the leave from work to: seek or obtain medical attention, counseling, victim services or legal assistance; secure housing; obtain a protective order from a court; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; or attend child custody proceedings or address other issues directly related to the abusive behavior against the team member or family member of the team member; and (iii) the team member is not the perpetrator of the abusive behavior against such team member's family member.

Except in cases of imminent danger to the health or safety, the team member seeking leave from work under this policy must provide to the Company appropriate advance notice of the leave. If there is a threat of imminent danger to the health or safety of the team member or the team member's family member, the team member is not required to provide advanced notice of leave; provided, however, that the team member must notify the Company within three (3) workdays that the leave was taken or is being taken pursuant to this policy.



Such notification may be communicated by the team member, a family member of the team member or team member's counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the team member in addressing the effects of the abusive behavior on the team member or the team member's family member.

If an unscheduled absence occurs, no negative action will be taken against the team member if the team member provides any of the documentation described in (1) to (7) below within 30 days from the unauthorized absence or within 30 days from the last unauthorized absence in the instance of consecutive days of unauthorized absences.

Team members must provide documentation that the team member or team member's family member has been a victim of abusive behavior and that the leave taken is consistent with this policy. However, the team member will not be required to show evidence of an arrest, conviction or other law enforcement documentation for such abusive behavior. Team members must provide such documentation within a reasonable period after the Company requests documentation relative to the team member's absence. The team member may satisfy this documentation requirement by providing any of the following documents:

1. A protective order, order of equitable relief or other documentation issued by a court of competent jurisdiction as a result of abusive behavior against the team member or team member's family member.
2. A document under the letterhead of the court, provider or public agency which the team member attended for the purposes of acquiring assistance as it relates to the abusive behavior against the team member or the team member's family member.
3. A police report or statement of a victim or witness provided to police, including a police incident report, documenting the abusive behavior complained of by the team member or the team member's family member.
4. Documentation that the perpetrator of the abusive behavior against the team member or family member of the team member has: admitted to sufficient facts to support a finding of guilt of abusive behavior; or has been convicted of, or has been adjudicated a juvenile delinquent by reason of, any offense constituting abusive behavior and which is related to the abusive behavior that necessitated the leave under this section.
5. Medical documentation of treatment as a result of the abusive behavior complained of by the team member or team member's family member.
6. A sworn statement, signed under the penalties of perjury, provided by a counselor, social worker, health care worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the team member or the team member's family member in addressing the effects of the abusive behavior.
7. A sworn statement, signed under the penalties of perjury, from the team member attesting that the team member has been the victim of abusive behavior or is the family member of a victim of abusive behavior.

Information related to the team member's leave under this policy will be kept confidential and will not be disclosed, except to the extent that disclosure is: (i) requested or consented to, in writing, by the team member; (ii) ordered to be released by a court of competent jurisdiction; (iii) otherwise required by applicable federal or state law; (iv) required in the course of an investigation authorized by law enforcement, including, but not



limited to, an investigation by the attorney general; or (v) necessary to protect the safety of the team member or others employed at the workplace.

The team member seeking leave under this policy must exhaust all annual or vacation leave, personal leave and sick leave available to the team member, prior to requesting or taking leave under this policy, unless otherwise provided by the Company.

The Company will not coerce, interfere with, restrain or deny the exercise of, or any attempt to exercise, any rights provided under this policy or to make leave requested or taken hereunder contingent upon whether or not the victim maintains contact with the alleged abuser. The Company will not discharge or in any other manner discriminate against the team member for exercising the team member's rights under this policy. The taking of leave under this policy will not result in the loss of any employment benefit accrued prior to the date on which the leave taken under this policy commenced. Upon the team member's return from such leave, to the extent required by applicable law, the team member will be entitled to restoration to the team member's original job or to an equivalent position.

#### 12-7. Massachusetts: Parental Leave

The team member who has completed three (3) consecutive months of full-time employment may be entitled to eight (8) weeks of parental leave for the purpose of giving birth or for the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the team member who is adopting or intending to adopt the child or for the placement of a child with the team member pursuant to a court order. The team member who either has multiple births or adopts more than one (1) child at the same time is entitled to eight (8) weeks of leave for each child. If two (2) team members seek to take parental leave in connection with the same child, then they are entitled to a total of eight (8) weeks of parental leave in the aggregate for the birth or adoption of that child.

In order to be eligible for this leave, the team member must give notice of the anticipated date of departure and intention to return to work to Human Resources at least two (2) weeks in advance, or as soon as practicable if the delay is for reasons beyond the team member's control.

Parental leave will be without pay, except that if the team member has accrued unused paid time off, the team member may choose to use such time concurrently with all or part of the leave. Thus, if the team member is eligible for both FMLA leave and parental leave under this policy, the team member may (but is not required to) use accrued paid time off for the period of leave covered by this policy.

At the conclusion of a parental leave, the team members will be reinstated to their previous position or a similar position with the same rate of pay they received at the commencement of the leave. The Company, however, may not reinstate the team member on parental leave to the previous position or a similar position if other team members of equal seniority or status in the same or similar position(s) have been laid off due to economic conditions or have been otherwise affected by changes in employment conditions during the period of leave. While parental leave may be extended, unless otherwise provided by applicable law, reinstatement may not be guaranteed at the conclusion of a parental leave that was more than eight (8) weeks in duration.

A parental leave will not affect the team member's ability to receive paid time off, bonuses, advancement, seniority or other benefits for which the team member was eligible on the date leave began, however, the leave



period will not be included in the computation of such benefits. Parental leave runs concurrently with leave provided under any other applicable policy in the handbook including, without limitation, leave under the FMLA policy, if applicable. Parental leave also runs concurrently with any time period qualifying the team member for receipt of monetary benefits, including benefits received under any short-term disability policy. The receipt of such monetary benefits or use of paid time off during any period of parental leave does not extend the length of the leave.

Team members with questions or concerns regarding this policy can contact Human Resources.

#### **12-8. Massachusetts: Small Necessities Leave**

NLT Holding Corp - dba MLB Transportation Resources will grant team members who have worked for the Company for at least 12 months and have provided at least 1,250 hours of service in the preceding 12-month period with up to 24 hours of unpaid leave during any 12-month period, in addition to any FMLA leave, to participate in various activities. These include: attending a parent-teacher conference, accompanying a son or daughter to routine medical appointments or accompanying an elderly relative, related by blood or marriage, to routine medical or dental appointments or appointments for other professional services related to the relative's care, such as interviewing at nursing homes. Team members must provide seven (7) days' advance notice of their need for leave. If the need was not foreseeable, the team member must provide the Company with as much notice as possible. An eligible team member first must substitute any accrued paid time off for this leave.

#### **12-9. Massachusetts: Time Off for School Related Activities**

Employees may be provided unpaid time off up to 24 hours during a 12-month period to attend or participate in a school-related activities directly related to the educational advancement of a son or daughter. Leave may be taken intermittently or on a reduced schedule basis.

An employee must notify his or her supervisor at least 7 calendar days in advance unless the need to attend the event cannot be reasonably foreseen. Employees may be required to provide documentation of their participation in school-related activities during the time of the leave. Employees may use accrued paid time off for purposes of the leave taken under this policy.

The Company prohibits retaliation against any employee that takes leave in accordance with this policy.





## Section 13 - Michigan Addendum

### 13-1. Michigan: Social Security Number Privacy Act

It is the policy of NLT Holding Corp - dba MLB Transportation Resources to ensure to the extent practicable the confidentiality of team members' Social Security Numbers in accordance with Michigan law.

The Company will not intentionally do any of the following acts which result in a prohibited disclosure of team members' Social Security Numbers. Violation of this policy will result in discipline up to and including discharge.

1. Publicly display more than four (4) sequential digits of a Social Security Number
2. Use more than four (4) sequential digits of a Social Security Number as a primary account number or use more than 4 sequential digits of a Social Security Number on any identification badge or card, membership card, permit or license, except where permitted by law.
3. Require team members to use or transmit more than four (4) sequential digits of their Social Security Numbers over the internet or on a computer system or network or to gain access to the internet, computer system or network unless the connection is secure or the transmission is encrypted. Similarly, the Company will not require team members to use or transmit more than four (4) sequential digits of their Social Security Numbers to gain access to the internet or a computer system unless the connection is secure, the transmission is encrypted, or a password or other unique personal identification or authentication device is also required.
4. Include more than four (4) sequential digits of Social Security Numbers on the outside of envelopes or packages or visible internal areas.
5. Include more than four (4) sequential digits of Social Security Numbers in documents or information mailed to individuals, except as permitted by law.

The Company limits access to Social Security Numbers to those team members and outside consultants whose job duties require that they use this information in connection with Company business. The individuals who have access to Social Security Numbers are those who work in the following areas:

Human Resources

Benefits Administration

Computer and Information Technology

Executive Management

Legal Department

Individuals who, though not employed by the Company provide legal, tax, benefits, management or other consulting services for the Company.

The Company will properly dispose of documents containing Social Security Numbers by ensuring that all such materials are shredded or otherwise destroyed prior to discarding such information. Data stored in electronic format will be rendered irretrievable before computers are discarded or destroyed.



### 13-2. Michigan: Victims of Crime Leave

Team members who are a victim or victim's representative, called to serve as a witness in a judicial proceeding, must notify their supervisor as soon as possible.

Team members will not be compensated for time away from work to participate in a court case, but may use available vacation and personal time to cover the period of absence.

Team members testifying as the victim or representative of a victim in a judicial proceeding will not be disciplined for their absence.

### 13-3. Michigan: Paid Medical Leave

#### **Eligibility**

NLT Holding Corp - dba MLB Transportation Resources provides Paid Medical Leave (PML) to eligible non-exempt team members who work in Michigan. For team members who work in Michigan who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

#### **Grant**

Team members receive a grant of 40 hours of PML at the start of each benefit year. Team members hired after the start of the benefit year will receive a prorated grant based on day of hire. For purposes of this policy, the benefit year is the consecutive 12-month period beginning January 1 and ending on December 31.

#### **Usage**

Team members may begin using accrued PML after the 90th calendar day of employment. PML must be used in one (1) hour increments. Team members may not use more than 40 hours of PML in any benefit year.

Eligible team members may use PML for the following:

1. their mental or physical illness, injury or health condition; medical diagnosis, care or treatment of their mental or physical illness, injury or health condition; or preventative medical care;
2. their family member's mental or physical illness, injury or health condition; medical diagnosis, care or treatment of the family member's mental or physical illness, injury or health condition; or preventative medical care for a family member;
3. if they or their family members are a victim of domestic violence or sexual assault: the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault; or
4. for closure of their primary workplace by order of a public official due to a public health emergency; for their need to care for a child whose school or place of care has been closed by order of a public official



due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that team members or their family members' presence in the community would jeopardize the health of others because of exposure to a communicable disease, whether or not eligible team members or their family members have actually contracted the communicable disease.

For purposes of this policy, family member means: biological, adopted or foster child, stepchild or legal ward or a child to whom team members stand in loco parentis; biological parent, foster parent, stepparent or adoptive parent or team members' legal guardian or the legal guardian of the team member's spouse or an individual who stood in loco parentis when the team member was a minor child; individual to whom the team member is legally married under the laws of any state; grandparent; grandchild; or a biological, foster, or adopted sibling.

Unless advised otherwise, NLT Holding Corp - dba MLB Transportation Resources will assume, subject to applicable law, that team members want to use available PML for absences for reasons set forth above and they will be paid for such absences to the extent they have PML available.

### **Notice and Documentation**

When requesting to use PML, team members must comply with the usual and customary notice, procedural, and documentation requirements for requesting leave as outlined in the Punctuality and Attendance policy. Where documentation is requested, team members will have at least three (3) days, upon request, to provide documentation. Those who fail to comply with notice and documentation requirements may be subject to discipline, up to and including discharge.

Team members using PML for reason #3 above may be required to provide documentation that the PML has been used for that purpose. The following types of documentation are:

- a police report indicating that team members or their family members were victims of domestic violence or sexual assault;
- a signed statement from a victim and witness advocate affirming that team members or their family members are receiving services from a victim services organization; or
- a court document indicating that team members or their family member are involved in legal action related to domestic violence or sexual assault.

The documentation should not explain the details of the violence or disclose details relating to domestic violence or sexual assault or the details of any medical condition.

### **Payment**

PML will be paid at a pay rate equal to the greater of either normal hourly wage or base wage or the applicable minimum wage. Use of PML is not considered hours worked for purposes of calculating overtime.

### **Carryover and Payout**

Unused PML may not be carried over into the following year.

Unused PML under this policy will not be paid at separation.



## **Questions**

Team members with questions concerning this policy should contact Human Resources.



## Section 14 - New Hampshire Addendum

### 14-1. New Hampshire: Pregnancy Disability Leave

Team members may take an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions. A pregnancy disability leave begins when a team member is medically determined to be disabled and ends when the team member is medically determined to be able to return to work.

Team members may substitute available vacation, sick and other available paid time off during unpaid leave taken under this policy, but such substitution does not extend the maximum amount of leave time to which a team member is eligible under this policy. This leave will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable, and any other leave as permitted by applicable law.

During an approved pregnancy disability leave, the Company will maintain a team member's health insurance benefits under the same terms and conditions applicable to team members not on leave, provided that the team member continues regular team member contributions to these plans on a timely basis. A team member on pregnancy disability leave who is not eligible for FMLA leave or who has exhausted FMLA available leave weeks will be responsible for paying in advance each month the team member portion of the premiums of the team member's insurance coverage(s) and that of any dependents. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier(s) to allow coverage to be reinstated.

Paid time off does not continue to accrue during any unpaid leave of absence, and team members are not eligible for other employment-related benefits such as holiday, bereavement, jury duty, or other pay during the leave.

An team member who returns to work following an approved unpaid leave of absence will be considered as having had continuous employment for purposes of seniority and other benefits based upon years of service.

Team members are required to provide reasonable notice of the date on which leave will commence and the estimated duration of the leave. In addition, team members must provide medical certification of the need for pregnancy disability leave from their health care provider.

The taking of another job while on pregnancy disability leave or any other authorized leave of absence is prohibited except as authorized by the Company and/or if permitted by applicable law.

When an team member on an approved pregnancy disability leave is physically able to return to work, the team member will be reinstated to the team member's original job or a comparable position unless business necessity makes reinstatement impossible or unreasonable. If the team member fails to return to work on the first working day following the expiration of the leave, the team member will be considered to have voluntarily quit unless the Company has approved an extension of the leave or the team member's failure to return to work is approved by the Company.

Team members with questions concerning this policy should contact Human Resources.



## Section 15 - New Jersey Addendum

### 15-1. New Jersey: Equal Employment Opportunity

NLT Holding Corp - dba MLB Transportation Resources is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, civil union status, veteran status, sexual orientation, genetic information, arrest record, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The Company will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let the President know.

The Company will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If you wish to request such an accommodation, please speak to the President.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be a violation of this policy, please contact your second level supervisor.

Note: If your supervisor or next level manager is the person toward whom the complaint is directed you should contact any higher level manager in your reporting chain. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity.

If you feel you have been subjected to any such retaliation, report it in the same manner you would report a perceived violation of this policy. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge.

### 15-2. New Jersey: Pregnancy Accommodations

Pursuant to New Jersey law, NLT Holding Corp - dba MLB Transportation Resources prohibits unlawful discrimination on the basis of pregnancy or breastfeeding. The Company will endeavor to reasonably accommodate the needs of team members' pregnancy, childbirth, breastfeeding or expressing milk for breastfeeding or related medical condition, including recovery from childbirth, provided that the pregnancy, childbirth or related medical condition is known or should have been known by the Company, and the proposed accommodation does not impose an undue hardship on the business operations of the Company.

Reasonable accommodations may include, but are not limited to:



1. bathroom breaks;
2. breaks for increased water intake;
3. periodic rest;
4. assistance with manual labor;
5. job restructuring or modified work schedules;
6. temporary transfers to less strenuous or hazardous work; or
7. reasonable break time each day to express breast milk.

For purposes of expressing breast milk, the Company will provide a suitable room or other location with privacy, other than a toilet stall, in close proximity to the work area.

Any team member who needs to request an accommodation due to pregnancy, childbirth or a related medical condition or who has questions regarding the policy should contact Human Resources and/or COO.

### 15-3. New Jersey: Earned Sick and Safe Leave

#### **Eligibility**

NLT Holding Corp - dba MLB Transportation Resources provides paid Earned Sick and Safe Leave (ESSL) to team members who work in New Jersey. For team members who work in New Jersey who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

#### **Grant**

Team members receive a grant of ESSL at the start of employment. The grant will be prorated based on the date of grant but in no circumstances will an eligible team member receive less than one (1) hour of ESSL for every 30 hours worked up to 40 hours in that benefit year. Thereafter, at the start of the benefit year, team members will receive a grant of 40 hours of ESSL.

Exempt team members are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case ESSL accrues based upon that normal workweek. For purposes of this policy, the benefit year is the consecutive 12-month period beginning January 1 and ending on December 31.

#### **Usage**

Team members may begin using accrued ESSL on the 120th calendar day of employment. ESSL may be used in 1-hour increments, except to the extent such increment is greater than the number of hours the team member was scheduled to work during that shift. The team member may not use more than 40 hours of ESSL in any benefit year.

Team members may use ESSL for the following reasons:

1. diagnosis, care or treatment of, or recovery from, the team member's mental or physical illness, injury or other adverse health condition or for preventive medical care for the team member;



2. diagnosis, care or treatment of, or recovery from, a family member's mental or physical illness, injury or other adverse health condition or for preventive medical care for the family member;
3. circumstances resulting from the team member, or a family member of the team member, being a victim of domestic or sexual violence, if the leave is to allow the team member to obtain for the team member or the family member:
  - medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence;
  - services from a designated domestic violence agency or other victim services organization;
  - psychological or other counseling;
  - relocation; or
  - legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to domestic or sexual violence.
4. time during which the team member is not able to work because of:
  - a closure of the team member's workplace, or the school or place of care of a child of the team member by order of a public official or because of a state of emergency declared by the Governor, due to an epidemic or other public health emergency;
  - the declaration of a state of emergency by the Governor, or the issuance by a health care provider or the Commissioner of Health or other public health authority of a determination that the presence in the community of the team member, or a member of the team member's family in need of care by the team member would jeopardize the health of others;
  - during a state of emergency declared by the Governor, or upon the recommendation, direction or order of a healthcare provider or the Commissioner of Health or other authorized public official, the team member undergoes isolation or quarantine or cares for a family member in quarantine as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of the team member or family member would jeopardize the health of others.
5. time needed by the team member in connection with a child of the team member to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher or other professional staff member responsible for the child's education; or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

For purposes of this policy, a family member includes a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent or grandparent of the team member; or a spouse, domestic partner, or civil union partner of a parent or grandparent of the team member; or a sibling of a spouse, domestic partner or civil union partner of the team member; or any other individual related by blood to the team member or whose close association with the team member is the equivalent of a family relationship.

Unless the team member advises the Company otherwise, we will assume, subject to applicable law, that team members want to use available ESSL for absences for reasons set forth above and team members will be paid for such absences to the extent they have ESSL available.

#### **Notice and Documentation**





If the team member's need to use ESSL is foreseeable, team members must give seven (7) calendar days advance notice, prior to the date the leave is to begin, of their intention to use the leave and its expected duration. If the reason for the leave is not foreseeable, team members must give notice of the intention to use ESSL as soon as practicable. The Company may prohibit team members from using foreseeable ESSL on certain dates or require reasonable documentation if ESSL that is not foreseeable is used during such dates.

The Company will require reasonable documentation if the team member uses ESSL for three (3) or more consecutive work days.

If ESSL is taken for reasons #1 or #2 above, documentation signed by a health care professional, who is treating the team member or the family member of the team member, indicating the need for the leave and, if possible, number of days of leave, will be considered reasonable documentation.

If ESSL is taken for reason #3 above, any of the following will be considered reasonable documentation of the domestic or sexual violence:

- medical documentation;
- a law enforcement agency record or report;
- a court order;
- documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense;
- certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or
- other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney or other professional who has assisted the team member or family member in dealing with the domestic or sexual violence.

If ESSL is taken for reason #4 above, a copy of the order of the public official or the determination by the health authority will be considered reasonable documentation.

If ESSL is taken for reason #5 above, the following will be considered reasonable documentation: tangible proof of the school-related conference, meeting, function or other event requested or required by a school administrator, teacher or other professional staff member responsible for the education of the team member's child; or tangible proof of the meeting regarding care provided to the child of the team member in connection with the child's health conditions or disability.

### **Payment**

ESSL will be paid at the same rate of pay with the same benefits as the team member normally earns, but no less than the state minimum wage. Use of ESSL will not be counted as hours worked for purposes of calculating overtime.

### **Carryover and Payout**

The team member may carry over up to 40 hours of accrued, unused ESSL under this policy to the following benefit year. Accrued but unused ESSL under this policy will not be paid at separation.

### **Enforcement and Retaliation**



Team members have the right to request and use ESSL and may file a complaint for alleged violations of their rights with the New Jersey Department of Labor and Workforce Development. The Company prohibits retaliation or the threat of retaliation against the team member for exercising or attempting to exercise any right provided in this policy or under applicable law.

Team members with questions regarding this policy can contact Human Resources.

#### 15-4. New Jersey: Statutory Short-Term Disability Benefits

NLT Holding Corp - dba MLB Transportation Resources also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Team members who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

#### 15-5. New Jersey: Pre-Tax Transportation Fringe Benefit

Beginning March 1, 2020, all Team members are eligible to receive a pre-tax transportation fringe benefit. This benefit allows commuter highway vehicle and transit benefits to be deducted from team members' gross income. The transportation benefits must be consistent with IRS provisions and limits at the maximum benefit levels allowable under federal law.

Team members should contact Human Resources for further information about the program or to sign up for benefits.

#### 15-6. New Jersey: Family Leave Insurance Benefits

If team members need to take time off work for the reasons listed below, they may be eligible to receive family leave benefits through the state of New Jersey. Leave, in this instance, is administered by the Division of Temporary Disability Insurance, the New Jersey Department of Labor and Workforce Development. Reasons are as follows:

- care for a family member with a serious health condition;
- bond with a child during the first 12 months after birth or placement of the child for adoption or as a foster child;
- engage in activities for which unpaid leave may be taken pursuant to the New Jersey Security and Financial Empowerment Act (NJ SAFE Act), on the team member's own behalf, if a victim of an incident of domestic violence or a sexually violent offense, or to assist a family member of the individual who has been a victim of an incident of domestic violence or a sexually violent offense (except for any time for which the team member receives disability benefits for a disability caused by the violence or offense);
- in the event of a state of emergency declared by the Governor, or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a



known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, provide in-home care or treatment of the family member of the team member required due to:

1. the issuance by a healthcare provider or the commissioner or other public health authority of a determination that the presence in the community of the family member may jeopardize the health of others; and
2. the recommendation, direction, or order of the provider or authority that the family member be isolated or quarantined as a result of suspected exposure to a communicable disease,

For purposes of this policy, family member includes the team member's child, parent, spouse, domestic partner, civil union partner, parent-in-law, sibling, grandparent, grandchild or any other individual related by blood to the team member, and any other individual with whom the team member has a close association equivalent to a family relationship.

These benefits are financed solely through team member contributions to the state. The state is responsible for determining if team members are eligible for such benefits.

Team members should advise their immediate supervisor or Human Resources if they need to take time for these purposes. Team members will be given information about the state's family leave benefits program and how to apply for benefits. Team members also may contact the Division of Temporary Disability Insurance for further information.

Team members should maintain regular contact with their immediate supervisor during the time off work so NLT Holding Corp - dba MLB Transportation Resources may monitor their return-to-work status. In addition, team members should contact their immediate supervisor or Human Resources when they are ready to return to work so the Company may determine what positions, if any, are open.

### **Job Reinstatement Not Guaranteed**

Please note: team members taking time off for these purposes are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state leave laws. Any time off for family leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave Act and the New Jersey Family Leave Act and/or the NJ SAFE Act, if applicable. Please see the "Family and Medical Leave" and/or the NJ SAFE Act policies for eligibility requirements.

### **Retaliation**

Team members will not be discharged, harassed, threatened or otherwise discriminated or retaliated against because they have requested or taken any family leave benefits pursuant to this policy.



## 15-7. New Jersey: Family and Medical Leave

Team members may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the New Jersey Family Leave Act ("NJFLA"). This policy provides team members with information concerning FMLA and/or NJFLA entitlements and obligations team members may have during such leaves. If team members have any questions concerning FMLA and/or NJFLA leave, they should contact Human Resources.

### I. Eligibility

FMLA leave is available to "FMLA eligible team members." To be an "FMLA eligible team member," the team member must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more team members are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew team members.

NJFLA leave is available to "NJFLA eligible team members." To be an NJFLA eligible team member, the team member must: 1) have been employed by the Company for at least 12 months; 2) have worked at least 1,000 base hours during the 12-month period preceding the leave; and 3) be employed by an employer that has 30 or more team members. Base Hours mean the hours of work for which the team member receives compensation including overtime hours and hours for which the team member receives workers' compensation benefits.

### II. Team member Entitlements for FMLA and NJFLA Leave

As described below, the FMLA and NJFLA provide eligible team members with a right to leave, health insurance benefits (FMLA only) and, with some limited exceptions, job restoration.

#### A. Basic FMLA and NJFLA Leave Entitlement

The FMLA provides eligible team members up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The NJFLA provides eligible team members up to 12 workweeks of unpaid leave for certain family reasons during a 24-month period. The 12- or 24-month period is determined on the calendar year.

It is the Company's policy to provide the greater leave benefit provided under the FMLA or NJFLA and to run leave concurrently under the FMLA and NJFLA whenever possible.

Leave may be taken for any one, or for a combination, of the following reasons:

- to care for the team member's child after birth, or placement for adoption or foster care;
- to care for the team member's spouse (domestic partner or partner in a civil union - NJFLA only), child or parent (or parent-in-law, sibling, grandparent, grandchild, or any individual related by blood, or any other individual with a close association equivalent to a family relationship - NJFLA only) who has a **serious health condition**;



- in the event of a state of emergency declared by the Governor or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:
  1. requires in-home care or treatment of a child due to the closure of the school or place of care of the child of the team member, by order of a public official due to the epidemic or other public health emergency;
  2. prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by the team member, would jeopardize the health of others; or
  3. results in the recommendation of a health care provider or public health authority, that a family member (child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner or one partner in a civil union couple, or any other individual related by blood to the team member, and any other individual with whom the team member has a close association equivalent to a family relationship) in need of care by the team member voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care would jeopardize the health of others (NJFLA only);
- for the team member's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the team member unable to perform one or more of the essential functions of the team member's job (FMLA only); and/or
- because of any **qualifying exigency** arising out of the fact that the team member's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country (FMLA only).

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the team member from performing the functions of the team member's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** for FMLA leave may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

## **B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only)**



In addition to the basic FMLA leave entitlement discussed above, an eligible team member who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. FMLA leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible team member takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five year period preceding the date the eligible team member takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA and/or NJFLA leave usually will be taken for a period of consecutive days, weeks or months. However, team members also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the team member (FMLA only) or covered family member (both FMLA and NJFLA), to bond with a child after birth, placement for adoption or foster care (NJFLA only), or the serious injury or illness of a covered servicemember (FMLA only), or in the case of leave taken due to an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of the communicable disease, if:

1. the covered individual provides the Company with prior notice of the leave as soon as practicable; and
2. the covered individual makes a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the Company and, if possible, provide the Company, prior to the commencement of the intermittent leave, with a regular schedule of the day or days of the week on which the intermittent leave will be taken (NJFLA only). Leave due to qualifying exigencies (FMLA only) may also be taken on an intermittent or reduced schedule basis. Under the NJFLA, intermittent leave must be taken in increments of at least one (1) week and reduced schedule leave must be at least one (1) work day.

### **D. No Work While on Leave**

The taking of another job while on FMLA/NJFLA or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by applicable law.

### **E. Protection of Group Health Insurance Benefits**



During FMLA leave only, eligible team members are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

## **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key team members" will cause the Company substantial and grievous economic injury, team members generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify team members if they qualify as "key team members," if it intends to deny reinstatement, and of their rights in such instances. A "key team member" is defined under the FMLA as the team member among the highest paid 10 percent of all team members who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible team member's FMLA leave.

As with FMLA leave, at the end of NJFLA leave, subject to some exceptions, team members generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. However, unlike key team members under the FMLA who may be denied reinstatement, key team members under NJFLA may be denied NJFLA leave if: 1) the team member is a salaried team member among the highest paid 5 percent of team members or one of the seven highest paid team members; and 2) denial of the leave is necessary to prevent substantial and grievous economic injury to the Company's operations. The Company will notify team members if they qualify as key team members under the NJFLA and that leave is being denied. Nonetheless, the Company may not deny reinstatement when, in the event of a state of emergency declared by the Governor or when indicated to be needed by the Commissioner of Health or other public health authority, the family leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease. If the denial of the NJFLA leave occurs while the team member's leave already has begun, the team member must return to work within two (2) weeks.

## **G. Notice of Eligibility for, and Designation of, FMLA and NJFLA Leave**

Team members requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, team members are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the team member's leave entitlement.

The Company may retroactively designate leave as FMLA and/or NJFLA leave with appropriate written notice to team members provided the Company's failure to designate leave as FMLA- or NJFLA-qualifying at an earlier date did not cause harm or injury to the team member. In all cases where leaves qualify for FMLA and/or NJFLA protection, the Company and team member can mutually agree that leave be retroactively designated as FMLA and/or NJFLA leave.

## **III. Team member FMLA and/or NJFLA Leave Obligations**

### **A. Provide Notice of the Need for Leave**

Team members who wish to take FMLA and/or NJFLA leave must timely notify the Company of their need



for FMLA and/or NJFLA leave. The following describes the content and timing of such team member notices.

### **1. Content of Team member Notice**

To trigger FMLA and/or NJFLA leave protections, team members must inform Human Resources of the need for FMLA/NJFLA-qualifying leave and the anticipated timing and duration of the leave, if known. Team members may do this by either requesting FMLA and/or NJFLA leave specifically, or explaining the reasons for the leave so as to allow the Company to determine that the leave is FMLA/NJFLA-qualifying. For example, team members might explain that:

- a condition renders them unable to perform the functions of their job or that they are under the continuing care of a health care provider (FMLA only);
- they are pregnant or have been hospitalized overnight (FMLA only);
- a covered family member (including partner in a civil union and parent-in-law under NJFLA) is under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to covered active duty status to a foreign country (FMLA only); or
- a family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Team members must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If team members fail to explain the reasons for leave, the leave may be denied. When team members seek leave due to FMLA/NJFLA-qualifying reasons for which the Company has previously provided FMLA/NJFLA-protected leave, team members must specifically reference the qualifying reason for the leave or the need for FMLA and/or NJFLA leave.

### **2. Timing of Team member Notice**

Team members requesting intermittent leave under the NJFLA (whether to care for a family member with a serious health condition or to bond with a newborn child or placement for adoption/foster care) must provide 15 days' advance notice from the first day of the intermittent leave unless an emergency or other unforeseen circumstance precludes prior notice. Team members must make a reasonable effort to schedule the leave so as to not unduly disrupt the operations of the Company. Team members must, if possible, provide the Company the regular schedule of the days or days of the week on which intermittent leave will be taken prior to the commencement of the intermittent leave

For all other reasons, team members must provide 30 days' advance notice of the need to take FMLA and/or NJFLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, team members must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Team members who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or NJFLA notice obligations, may have leave delayed or denied, to the extent permitted by applicable law.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to**





### **Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, team members must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of the team member's health care provider. Team members must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the team members, subject to the approval of the team member's health care provider. If team members providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require team members to attempt to make such arrangements, subject to the approval of the team member's health care provider.

When team members take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the team member or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer team members, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the team members are qualified and which better accommodate recurring periods of leave.

When team members seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, team members must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and team member shall attempt to work out a leave schedule that meets the team member's needs without unduly disrupting the Company's operations, subject to the approval of the team member's health care provider.

### **C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of leave sought, team members may be required to submit medical certifications supporting their need for FMLA/NJFLA-qualifying leave. As described below, there generally are three types of medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the team member's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests team members to provide medical certifications, team members must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite the team member's diligent, good faith efforts. The Company shall inform team members if submitted medical certifications are incomplete or insufficient and provide team members at least seven calendar days to cure deficiencies. The Company will deny leave to team members who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the team member's permission, the Company (through individuals other than the team member's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If the team member chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.



## **1. Initial Medical Certifications**

Team members requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member, or where the leave is for an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease, certification issued by a school, place of care for children, public health authority, public official or health care provider, supporting the need for such leave. If team members provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require team members to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require team members to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the team member.

## **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require team members to provide recertification of medical conditions giving rise to the need for leave. The Company will notify team members if recertification is required and will give team members at least 15 calendar days to provide medical recertification.

## **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, the team members returning to work from FMLA leave that was taken because of their own serious health conditions that made them unable to perform their job must provide the Company medical certification confirming the team member is able to return to work and the team member's ability to perform the essential functions of the team member's position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until the team member provides a return to work/fitness for duty certification.

## **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time team members seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require team members to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the team member setting forth information concerning the nature of the qualifying exigency for which leave is requested. Team members shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require team members to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the



certification submitted by team members set forth additional information provided by the team member and/or the covered servicemember confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid FMLA and NJFLA Leave**

Team members must use any accrued paid time while taking unpaid FMLA and/or NJFLA leave, except that employees will not be required to use any paid time off during any leave also covered under the New Jersey SAFE Act.

The substitution of paid time for unpaid FMLA and/or NJFLA leave time does not extend the length of FMLA and/or NJFLA leaves and the paid time will run concurrently with the team member's FMLA and/or NJFLA entitlement.

During the leave, team members may be eligible for compensation, such as temporary disability benefits, family leave benefits or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/NJFLA leave entitlement.

Upon written request, the Company will allow team members to use accrued paid time to supplement any paid disability benefits.

#### **F. Pay Team member's Share of Health Insurance Premiums**

As noted above, during FMLA leave, team members are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies team members of other arrangements, whenever team members are receiving pay from the Company during FMLA leave, the Company will deduct the team member portion of the group health plan premium from the team member's paycheck in the same manner as if the team member was actively working. If FMLA leave is unpaid, team members must pay their portion of the group health premium through a pre-pay method.

The Company's obligation to maintain health care coverage ceases if the team member's premium payment is more than 30 days late. If the team member's payment is more than 15 days late, the Company will send a letter notifying the team member that coverage will be dropped on a specified date unless the co-payment is received before that date. If team members do not return to work within 30 calendar days at the end of the leave period (unless team members cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

**[Note: If the team member is taking NJFLA leave only, the continuation requirements for group health plans under the FMLA are not applicable to group health plans covered under ERISA. Therefore, the team member who is on NJFLA-only leave likely will trigger COBRA requirements due to a reduction in hours worked. If the employer's group health plan is covered under ERISA, the employer should coordinate with their insurance broker or plan to ensure appropriate steps are taken regarding COBRA notice.]**

#### **IV. Coordination of FMLA/NJFLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights such as the NJFLA. However, whenever



permissible by law, the Company will run FMLA leave concurrently with NJFLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/NJFLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

#### **V. Questions and/or Complaints about FMLA/NJFLA Leave**

If team members have questions regarding this FMLA/NJFLA policy, they should contact Human Resources. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/NJFLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If team members believe their rights have been violated, they should contact Human Resources immediately. The Company will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Team members also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.



## Section 16 - New York Addendum

### 16-1. New York: Pregnancy Accommodations

In compliance with New York law, NLT Holding Corp - dba MLB Transportation Resources will not discriminate against team members in relation to pregnancy, childbirth or related conditions and will endeavor to provide reasonable accommodations for any pregnancy-related conditions, unless doing so would impose an undue hardship on the operation of the Company's business.

Reasonable accommodations that may be provided include:

1. occasional breaks to rest or drink water;
2. a modified work schedule;
3. leave for related medical needs;
4. available light duty assignments; and
5. transfers away from hazardous duty.

The team member must cooperate in providing medical or other information that is necessary to verify the existence of the pregnancy-related condition or that is necessary for consideration of the accommodation. Such medical information will be kept confidential by the Company.

The Company will not require any team member to take leave because the team member is pregnant. If the team member takes medical leave due to a pregnancy-related condition or childbirth, the Company will hold the team member's job for the team member as long as the the Company does for team members who take medical leave for other reasons.

The Company will not retaliate against any team member because the team member is pregnant or may become pregnant or change the terms, conditions and privileges of employment because of pregnancy, childbirth or related conditions. The Company also will not refuse to hire or to promote a candidate because the individual is pregnant or may become pregnant.

Team members with questions or concerns regarding this policy or who would like to request a reasonable accommodation pursuant to this policy should contact Human Resources and/or COO.

### 16-2. New York: Non-Harassment

It is NLT Holding Corp - dba MLB Transportation Resources's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or team members by another team member, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected



characteristics"). The Company also prohibits retaliation as defined below. All such conduct will not be tolerated by the Company.

The Company is committed to a workplace free of harassment (including sexual harassment) and retaliation. These behaviors are unacceptable in the workplace and in any work-related settings such as business trips and Company-sponsored social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party. In addition to being a violation of this policy, harassment (including sexual harassment) and retaliation based on any protected characteristic as defined by applicable federal, state or local laws are unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment are unlawful.

### **Definition of Harassment**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, team members are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Definition of Sexual Harassment**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;



6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

### **Definition of Retaliation**

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- any action that would discourage the team member from reporting harassment (including sexual harassment) or retaliation;
- shunning and avoiding an individual who reports harassment (including sexual harassment) or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting harassment (including sexual harassment) or retaliation; and
- denying employment benefits because an applicant or team member reported or encouraged another team member to report harassment (including sexual harassment) or retaliation or participated in the reporting and investigation process described below.

### **Reporting Procedures**

If the team member believes someone has violated this policy, the team member should promptly bring the matter to the immediate attention of Human Resources at the following address \_\_\_\_\_ and phone number \_\_\_\_\_ or to the COO at the following address \_\_\_\_\_ and phone number \_\_\_\_\_.

If the person toward whom the complaint is directed is one of the individuals indicated above, team members should contact any higher-level manager in their reporting hierarchy.

Written complaints can be submitted internally using the form provided in this handbook.

If the team member makes a complaint under this policy and has not received an initial response within five (5) business days, the team member should contact the President immediately at the following address \_\_\_\_\_ and phone number \_\_\_\_\_.

Every supervisor who learns of any team member's concern about conduct in violation of this policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy, must immediately report the issues raised or conduct to the President.

### **Investigation Procedures**

Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy to ensure due process for all parties. To the



extent possible, the Company will endeavor to keep the reporting individual's concerns confidential. However, complete confidentiality may not be possible in all circumstances. All individuals are required to cooperate in all investigations conducted pursuant to this policy.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the Company will determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination. This includes individuals engaging in harassment (including sexual harassment) or retaliation, as well as supervisors who fail to report violations of this policy, or knowingly allow prohibited conduct to continue. Individuals who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

### **Legal Protections and External Remedies**

Aside from the internal complaint process at the Company, individuals may choose to pursue external legal remedies with the following governmental entities.

#### **State Human Rights Law (HRL)**

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects team members, paid or unpaid interns and non-team members, regardless of immigration status. A complaint alleging violation of the HRL may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time within three (3) years of the sexual harassment or within one (1) year of any other harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three (3) years of the alleged harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the Company does not extend the time to file with DHR or in court.

An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate complaints and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring the employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458; (718) 741-8400; [www.dhr.ny.gov](http://www.dhr.ny.gov).





Contact DHR at (888) 392-3644 or visit [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

### **Civil Rights Act of 1964**

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 team members to come within the jurisdiction of the EEOC.

An individual alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

### **Local Protections**

Many localities enforce laws protecting individuals from harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, those who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit [www.nyc.gov/html/cchr/html/home/home.shtml](http://www.nyc.gov/html/cchr/html/home/home.shtml).

### **Contact the Local Police Department**

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Remember, NLT Holding Corp - dba MLB Transportation Resources cannot remedy claimed harassment (including sexual harassment) or retaliation unless individuals bring these claims to the attention of management. Please report any conduct that violates this policy.



### 16-3. New York: Reproductive Health Decision Making Discrimination

NLT Holding Corp - dba MLB Transportation Resources may not:

- discriminate or take any retaliatory personnel action against team members with respect to compensation, terms, conditions or privileges of employment because of, or on the basis of, the team member's or dependent's reproductive health decision making, including but not limited to a decision to use or access a particular drug, device or medical service; or
- require team members to sign a waiver or other document that purports to deny team members the right to make their own reproductive health care decisions, including use of a particular drug, device or medical service.

The Company also may not access the team member's personal information regarding the team member's or the dependent's reproductive health decision making, including but not limited to the decision to use or access a particular drug, device or medical service without the team member's prior informed affirmative written consent.

Team members may bring a civil action in any court of competent jurisdiction against the Company for any alleged violations of this policy. In any civil action alleging a violation of this policy, the court may: award damages, including, but not limited to, back pay, benefits and reasonable attorneys' fees and costs incurred to a prevailing plaintiff; afford injunctive relief against the Company if it commits or proposes to commit a violation of the provisions of this policy; order reinstatement; and/or award liquidated damages equal to 100 percent of the award for damages unless the Company proves a good faith basis to believe that its actions in violation of this policy were in compliance with the law.

Any act of retaliation for team members exercising any rights granted under this policy shall subject the Company to separate civil penalties. For the purposes of this policy, retaliation or retaliatory personnel action means discharging, suspending, demoting or otherwise penalizing team members for: making or threatening to make a complaint to the Company, co-worker or to a public body, that rights guaranteed under this policy have been violated; causing to be instituted any proceeding under or related to this policy; or providing information to or testifying before any public body conducting an investigation, hearing or inquiry into any such violation of a law, rule or regulation by the Company.

Team members with issues or concerns regarding this policy or who feel they have been subjected to any alleged violation of this policy should contact Human Resources.

### 16-4. New York: Sick Leave

#### **Eligibility**

NLT Holding Corp - dba MLB Transportation Resources provides paid sick and safe leave to all team members. For team members who work in New York who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the



extent that it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

### **Grant**

Team members will receive a grant of paid sick leave at the start of employment. The grant will be prorated based on the date of grant but in no circumstances will an eligible employee receive less than one (1) hour of paid sick leave for every 30 hours worked up to 40 hours in that calendar year. Thereafter, at the start of the calendar year, team members will receive a grant of 40 hours. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

### **Usage**

Team members may begin using accrued sick and safe leave on January 1, 2021. Sick and safe leave may be used in a minimum increment of four (4) hours. Team members may not use more than 40 hours of sick and safe leave in any calendar year.

Team members may use accrued sick and safe leave for the following reasons:

- a mental or physical illness, injury or health condition of the team member or family member, regardless of whether such illness, injury or health condition has been diagnosed or requires medical care at the time sick and safe leave is requested;
- the diagnosis, care or treatment of a mental or physical illness, injury or health condition of, or need for medical diagnosis of, or preventive care for, the team member or family member; or
- an absence from work due to any of the following reasons when the team member or family member has been the victim of domestic violence, a family offense, sexual offense, stalking or human trafficking:
  1. to obtain services from a domestic violence shelter, rape crisis center or other services program;
  2. to participate in safety planning, temporarily or permanently relocate or take other actions to increase the safety of the team member or family members;
  3. to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in, any criminal or civil proceeding;
  4. to file a complaint or domestic incident report with law enforcement;
  5. to meet with a district attorney's office;
  6. to enroll children in a new school; or
  7. to take any other actions necessary to ensure the health or safety of the team member or family members or to protect associates or work colleagues.

A person who has committed such domestic violence, family offense, sexual offense, stalking or human trafficking will not be eligible for paid sick and safe leave for situations in which the person committed such offense and was not a victim, notwithstanding any family relationship.

For purposes of this policy, "family member" means:

- a child (biological, adopted, or foster child, a legal ward or a child of the team member standing in loco parentis);



- spouse or domestic partner;
- parent (biological, foster, step, adoptive, legal guardian or person who stood in loco parentis when the team member was a minor child);
- sibling;
- grandchild or grandparent; and
- the child or parent of the team member's spouse or domestic partner.

Unless advised otherwise, the Company will assume, subject to applicable law, that team members want to use available sick and safe leave for the reasons set forth above, and team members will be paid for such absences to the extent they have paid sick and safe leave available.

### **Notice and Documentation**

Team members may make oral or written requests to use sick and safe leave. Team members must provide reasonable advance notice to Human Resources of the need to use sick and safe leave if the need is foreseeable. Where the need is not foreseeable, they should provide notice as early as possible.

The Company may require supporting documentation for the use of sick and safe leave to the extent permitted by applicable law. The Company will not require disclosure of confidential information relating to a mental or physical illness, injury or health condition or information relating to absence from work due to domestic violence, a sexual offense, stalking or human trafficking, as a condition of providing sick and safe leave.

### **Payment**

Sick and safe leave will be paid at the team member's regular rate of pay or the applicable state minimum wage, whichever is greater. Use of sick and safe leave is not considered hours worked for purposes of calculating overtime.

### **Carryover and Payout**

Team members may carry over any unused sick and safe leave to the following calendar year. However, team members only may use up to 40 hours in each calendar year. Accrued but unused sick and safe leave will not be paid at separation.

### **Enforcement and Retaliation**

Team members will not be discharged, threatened, penalized or in any other manner discriminated or retaliated against because they have exercised their rights to request and use sick and safe leave under this policy and applicable law.

If team members have any questions regarding this policy, they should contact Human Resources.



### 16-5. New York: Lactation Breaks

NLT Holding Corp - dba MLB Transportation Resources provides team members who are nursing with break time to express breast milk for up to three (3) years after the birth of a child. Team members will not be discriminated against or retaliated against for exercising their rights under this policy, and reasonable efforts will be made to provide a private room or location in close proximity to the work area for this purpose.

### 16-6. New York: Jury Duty Leave

NLT Holding Corp - dba MLB Transportation Resources realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All team members will be allowed time off to perform such civic service as required by law. Team members are expected, however, to provide proper notice of a request to perform jury duty and verification of their service, including fees received for jury duty service.

Team members also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, team members may be asked to try to postpone jury duty.

The Company will not compensate non-exempt team members for time off while on jury duty leave. Exempt team members will be paid their full salary less jury duty fees for any week in which they performed work for the Company and missed work due to jury service.

### 16-7. New York: Witness Leave

Team members called to serve as a witness in a judicial proceeding must notify their supervisor as soon as possible.

Team members will not be compensated for time away from work to participate in a court case, but may use available vacation and personal time to cover the period of absence.

Team members that appear in court to testify as a witness or victim, or to consult with a district attorney or obtain an order of protection, will not be disciplined or discharged for their absence.

### 16-8. New York: Voting Leave

Team members who are eligible to vote in an election and who do not have at least four (4) consecutive hours before or after work while polls are open may request up to two (2) hours with pay to be used at the beginning or the end of their normally scheduled workday as designated by the employer to enable them to vote.

Team members must notify NLT Holding Corp - dba MLB Transportation Resources of their intention to take time off to vote at least two (2) working days prior to Election Day.



## 16-9. New York: Statutory Short-Term Disability Benefits

NLT Holding Corp - dba MLB Transportation Resources also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Team members who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

## 16-10. New York: Family Military Leave

Team members who work an average of at least 20 hours per week and are spouses of military members generally are entitled to up to 10 days of unpaid leave during any period when the spouse in the military is on leave from active duty. Prior notice is requested for staffing reasons. Team members will not be retaliated against for exercising their rights under this policy.

Leave runs concurrently with FMLA Qualifying Exigency leave to the extent both are applicable.

## 16-11. New York: State Paid Family Leave

### Eligibility Requirements

Team members who have a regular work schedule of 20 or more hours per week and have been employed at least 26 consecutive weeks prior to the date Paid Family Leave (PFL) begins (or who have a regular work schedule of less than 20 hours per week and have worked at least 175 days to the date PFL begins) are eligible for PFL. An team member has the option to file a waiver of PFL and therefore not be subject to deductions when his or her regular employment is:

- 20 or more hours per week but the team member will not work 26 consecutive weeks; or
- fewer than 20 hours per week and the team member will not work 175 days in a 52 consecutive week period

### Entitlement

PFL is available to eligible team members for up to eight (8) weeks (*increases to 10 weeks on or after January 1, 2019 and up to 12 weeks on or after January 1, 2021*) within any 52 consecutive week period. PFL is available for any of the following reasons:

- to participate in providing care, including physical or psychological care, for the employee's family member (child, spouse, domestic partner, parent, parent-in-law, grandchild or grandparent) with a serious health condition; or
- to bond with the employee's child during the first 12 months after the child's birth, adoption or foster care placement; or
- for qualifying exigencies, as interpreted by the Family and Medical Leave Act (FMLA), arising out of



the fact that the employee's spouse, domestic partner, child or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States.

The 52 consecutive week period is determined retroactively with respect to each day for which PFL benefits are currently being claimed.

**PFL benefits are financed solely through team member contributions via payroll deductions.**

The weekly monetary benefit will be 50% of the employee's average weekly wage or 50% of the state average weekly wage, whichever is less (*increases to 55% on or after January 1, 2019, 60% on or after January 1, 2020 and 67% or after January 1, 2021*).

The Company and an team member may agree to allow the team member to supplement PFL benefits up to their full salary with paid time off, to the maximum extent permitted by applicable law.

**An team member who is eligible for both statutory short-term disability benefits and PFL during the same period of 52 consecutive calendar weeks may not receive more than 26 total weeks of disability and PFL benefits during that period of time. Statutory short-term disability benefits and PFL benefits may not be used concurrently.**

**Definition of a Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential health care facility; or continuing treatment or continuing supervision by a health care provider. Subject to certain conditions, the continuing treatment or continuing supervision requirement may be met by a period of incapacity of more than three (3) consecutive full days during which a family member is unable to work, attend school, perform regular daily activities or is otherwise incapacitated due to illness, injury, impairment or physical or mental conditions, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two (2) or more times by a health care provider; or treatment on at least one (1) occasion by a health care provider, which results in a regimen of continuing treatment under the supervision of the health care provider. The continuing treatment or continuing supervision requirement also may be met by any period during which a family member is unable to work, attend school, perform regular daily activities or is otherwise incapacitated due to a chronic serious health condition or an illness, injury, impairment, or physical or mental condition for which treatment may not be effective. A chronic serious health condition is one which requires periodic visits for treatment by a health care provider; continues over an extended period of time (including recurring episodes of a single underlying condition); and may cause episodic rather than a continuing period of incapacity. Examples of such episodic incapacity include but are not limited to asthma, diabetes and epilepsy. Other conditions may meet the definition of continuing treatment.

**Use of Leave**

An team member does not need to use this leave entitlement in one (1) block. Leave can be taken intermittently in increments of at least one (1) full day or on a reduced leave schedule, except that an team member may only take intermittent or reduced leave to care for a family member with a serious health condition where it is shown to be medically necessary. Team members must make reasonable efforts to schedule intermittent or reduced leave so as not to unduly disrupt the Company's operations. Leave taken on an intermittent or reduced



leave schedule will not result in a reduction of the total amount of leave to which an team member is entitled beyond the amount of leave actually taken.

### **Team member Responsibilities**

An team member must provide 30 days' advance notice before the date leave is to begin if the qualifying event is foreseeable. When 30 days' notice is not practicable for reasons such as lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, the team member must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures. Failure by the team member to give 30 days' advance notice of a foreseeable event may result in partial denial of the employee's benefits for a period of up to 30 days from the date notice is provided.

Team members must provide sufficient information to make the Company aware of the qualifying event and the anticipated timing and duration of the leave. Team members must specifically identify the type of family leave requested. Team members also must provide medical certifications and periodic recertification or other supporting documentation or certifications supporting the need for leave. An team member requesting PFL must submit the following forms to the Company's insurance carrier: 1) a completed Request for Paid Family Leave or PFL-1 form 2) Bonding Certification: PFL-2 Form plus documentation; 3) Health Care Provider Certification: PFL-4 Form plus Personal Health Information (PHI) Release (PFL-3 Form); or 4) Military Qualifying Event: PFL-5 Form plus documentation. These documents are available from Human Resources.

### **Job Benefits and Protection**

During any PFL taken pursuant to this policy, the Company will maintain coverage under any existing group health insurance benefits plan as if the team member had continued to work. The team member must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

The Company's obligation to maintain health insurance coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the team member that coverage will be dropped on a specified date unless the co-payment is received before that date.

Any team member who exercises his or her right to PFL will, upon the expiration of that leave, be entitled to be restored to the position held by the team member when the leave commenced, or to a comparable position with comparable benefits, pay and other terms and conditions of employment. The taking of leave covered by PFL will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

### **Leave Concurrent with FMLA**

The Company will require an team member who is entitled to leave under both the Family & Medical Leave Act (FMLA) and PFL, to take PFL concurrently with any leave taken pursuant to the FMLA. When the total hours taken for FMLA in less than full-day increments reaches the number of hours in an employee's usual workday, the Company may deduct one (1) day of PFL from an employee's annual available PFL.

If team members have any questions regarding this policy, they should contact Human Resources.





## Section 17 - North Carolina Addendum

### 17-1. North Carolina: School Attendance Leave

NLT Holding Corp - dba MLB Transportation Resources will grant team members who are parents or guardians of school-age children up to four (4) hours of unpaid leave during any 12-month period to participate in activities at their children's school. Forty-eight hours' written advance notice is required. The leave shall occur at a time mutually agreed upon by the team member and the Company. The Company may require verification of the team member's participation in the school activities. Team members must first use accrued paid time off for this purpose.



## Section 18 - Pennsylvania Addendum

### 18-1. Pennsylvania: Philadelphia Notice Regarding Unpaid Wages

Team members who work in Philadelphia may file a wage theft complaint or bring a civil action for unpaid wages pursuant to Philadelphia's Wage Theft Ordinance (Ordinance).

A signed wage theft complaint, in which the alleged unpaid wages are equal to or greater than the minimum threshold amount of \$100 and equal to or less than the maximum threshold amount of \$100,000, must be filed with the wage theft coordinator in the Mayor's Office of Benefits and Wage Compliance less than three (3) years from the date the alleged wage theft occurred.

Retaliation for exercising rights provided under the Ordinance, such as filing a complaint or bringing a civil action, is prohibited.



## Section 19 - Rhode Island Addendum

### 19-1. Rhode Island: Pregnancy Accommodations

In compliance with Rhode Island law, NLT Holding Corp - dba MLB Transportation Resources will not discriminate against team members in relation to pregnancy, childbirth and related conditions.

The Company will endeavor to provide reasonable accommodations for conditions related to pregnancy, childbirth or related conditions, unless the accommodation would pose an undue hardship on the business. Such accommodations include, but are not limited to: more frequent or longer breaks; time off to recover from childbirth; acquisition or modification of equipment or seating; temporary transfer to a less strenuous or hazardous position; job restructuring; light duty; assistance with manual labor; break time and private non-bathroom space for expressing breast milk; or modified work schedules.

The Company will not require an individual with a need related to pregnancy, childbirth or a related medical condition to accept an accommodation that the individual chooses not to accept. This includes, but is not limited to taking leave if another reasonable accommodation can be provided.

The Company will not deny employment opportunities to the team member or prospective team member, if such denial is based on the Company's inability to reasonably accommodate the team member's or prospective team member's condition related to pregnancy, childbirth or a related medical condition.

Team members with questions regarding this policy can contact Human Resources and/or COO.

### 19-2. Rhode Island: Non-Harassment

It is NLT Holding Corp - dba MLB Transportation Resources's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or team members by another team member, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by NLT Holding Corp - dba MLB Transportation Resources.

The purpose of this policy is not to regulate our team members' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by



applicable federal, state, or local laws are unlawful.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, team members are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

### **Reporting Procedures**



If team members have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to Human Resources and/or COO. (Phone numbers and addresses are available through the Company directory.) If they are unable for any reason to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact the President. (Phone numbers and addresses are available through the Company directory.) If the person toward whom the complaint is directed is one of the individuals indicated above, they should contact any higher-level manager in the reporting hierarchy.

### **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All team members must cooperate with all investigations conducted pursuant to this policy.

### **Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If team members feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

While team members are encouraged to report claims internally, if they feel subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit the team member from filing a complaint with these agencies.

Rhode Island Commission for Human Rights 10 Abbot Park Place Providence, Rhode Island 02903 (401) 277-2661 The United States Equal Employment Opportunity Commission (EEOC) JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200 (voice).

### **19-3. Rhode Island: Overtime**

Like most successful companies, NLT Holding Corp - dba MLB Transportation Resources experiences periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide team members with adequate advance notice in such situations.

Any non-exempt team member who works overtime will be compensated at the rate of one and one-half times (1½) their normal hourly wage for all time worked in excess of 40 hours each week, unless otherwise required by law.

Team members may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt team members, the workweek begins at 12 a.m. on



Monday and ends 168 hours later at 12 a.m. on the following Monday.

#### 19-4. Rhode Island: Earned Sick and Safe Leave

##### **Eligibility**

NLT Holding Corp - dba MLB Transportation Resources provides Earned Sick and Safe Leave time ("ESSL") to team members in Rhode Island. For team members whose primary place of work is in Rhode Island and who are eligible for sick time under the general Paid Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

##### **Grant**

Team members receive an unpaid ESSL grant pursuant to this policy at the start of employment. Thereafter, team members receive an unpaid grant of 40 hours at the start each year.

For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

##### **Usage**

Current team members may use ESSL as it accrues. Team members, other than temporary and seasonal team members may begin using ESSL on the 90th calendar day of employment. Temporary team members may begin using ESSL on the 180th calendar day of employment, unless otherwise permitted by the employer. Seasonal team members may begin using ESSL on the 150th calendar day of employment, unless otherwise permitted by the employer. ESSL must be used in a minimum increment of four (4) hours per day, provided such minimum increment is reasonable under the circumstances.

The team member may not use more than 40 hours of ESSL in a calendar year.

Team members may use ESSL for the following reasons:

1. the team member's mental or physical illness, injury or health condition; the team member's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; the team member's need for preventive medical care;
2. care of a family member (which includes a child; a biological, foster or adoptive parent, a stepparent, a legal guardian or other person who stands in loco parentis to the team member or the team member's spouse or domestic partner when they were a child; spouse; mother-in-law; father-in-law; grandparents; grandchildren; domestic partner; sibling; care recipient; or member of the team member's household) with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care;
3. closure of the team member's place of business by order of a public official due to a public health emergency or the team member's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider



that the team member's or family member's presence in the community may jeopardize the health of others because of their exposure to a communicable disease, whether or not the team member or family member has actually contracted the communicable disease; or

4. time off needed when the team member or a member of the team member's family is a victim of domestic violence, sexual assault or stalking.

The team member's use of ESSL will not be conditioned upon searching for or finding a replacement worker.

### **Notice and Documentation**

When the use of ESSL is foreseeable, team members are required to make a reasonable effort to schedule the use of ESSL in a manner that does not unduly disrupt the Company's operations. Requests to use ESSL may be made orally, in writing or electronically (e.g., via email) and whenever possible, the request must include the expected duration of the team member's absence. When the use of ESSL is foreseeable, the team member is required to make a good faith effort to provide notice of the need for such time to Human Resources in advance of the use of ESSL. When the use of ESSL is not foreseeable, the team member is required to provide notice to Human Resources at least one (1) hour prior to the start of the team member's workday or as soon as possible under the circumstances.

For ESSL of three (3) or more consecutive work days, the Company requires reasonable documentation that the ESSL has been used for a covered purpose. For reason #1 and #2 above, documentation signed by a health care professional indicating that ESSL is necessary and reasonable, but should not explain the nature of the team member's or a family member's health condition or the details of the domestic violence, sexual violence, abuse or stalking. For reason #4 above, any of the following types of documentation selected by the team member are reasonable, including:

- the team member's written statement that the team member or the team member's family member is a victim of domestic violence, sexual assault or stalking and that the leave taken was for one of the purposes in reason #4 above;
- a police report indicating that the team member or team member's family member was a victim of domestic violence, sexual assault or stalking;
- a court document indicating that the team member or team member's family member is involved in legal action related to domestic violence, sexual assault or stalking; or
- a signed statement from a victim and witness advocate affirming that the team member or team member's family member is receiving services from a victim services organization or is involved in legal action related to domestic violence, sexual assault or stalking.

ESSL may not be used as an excuse to be late for work without an authorized purpose. If the team member is committing fraud or abuse by engaging in an activity that is not consistent with allowable purposes for ESSL, the team member will be disciplined, up to and including termination of employment for misuse of ESSL.

If the team member is exhibiting a clear pattern of taking ESSL on days just before or after a weekend, vacation or holiday, the Company may discipline the team member for misuse of ESSL, unless the team member provides reasonable documentation that the ESSL has been used for a purpose listed above.

Team members must provide written documentation for the team member's use of ESSL that occurs within



two (2) weeks prior to the team member's final scheduled day of work before termination of employment.

### **Carryover and Payout**

ESSL granted at the start of the year may not be carried over to the next year.

### **Enforcement and Retaliation**

Retaliation or discrimination against the team member who requests ESSL or uses ESSL, or both, is prohibited, and team members may file a complaint with the Rhode Island Department of Labor and Training against an employer who retaliates or discriminates against the team member.

Questions about rights and responsibilities under the law can be answered by Human Resources.

## **19-5. Rhode Island: Statutory Short-Term Disability Benefits**

NLT Holding Corp - dba MLB Transportation Resources also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Team members who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

## **19-6. Rhode Island: Paid Temporary Caregiver Insurance Benefits and Leave**

Team members may be eligible for up to four (4) weeks of caregiver leave and temporary caregiver benefits within any 52-week period to care for a seriously ill child, spouse, domestic partner, parent, parent-in-law or grandparent - or to bond with a newborn child, new adopted child or new foster-care child.

Temporary caregiver benefits are available through the Rhode Island "Temporary Caregiver Insurance" ("TCI") program, which is administered by the Rhode Island Department of Labor and Training ("DLT"). Temporary caregiver benefits only are available to the team members exercising their right to take a leave while covered by the TCI program. These benefits are financed solely through team member contributions to the TCI program. That program is solely responsible for determining if the team member is eligible for such benefits.

Team members may be eligible for temporary caregiver benefits for any week in which they are unable to perform their regular and customary work because they are:

1. bonding with a newborn child or a child newly placed for adoption or foster care with the team member or domestic partner (available during the first 12 months of parenting only); or
2. caring for a child, a parent, parent-in-law, grandparent, spouse, or domestic partner, who has a serious health condition, subject to a waiting period.

Team members may use accrued sick time during any eligibility waiting period in accordance with NLT Holding Corp - dba MLB Transportation Resources's sick day policy.





Team members must file a written intent with the Company with a minimum of 30 days' notice prior to commencement of the caregiver leave. Failure by the team member to provide the written intent may result in delay or reduction in the claimant's benefits, except in the event the time of the leave is unforeseeable or the time of the leave changes for unforeseeable circumstances.

Individuals who exercise their rights to leave covered by the TCI program must file a certificate form with the DLT containing all information required by the DLT. For leave for reason of caring for a seriously ill family member, team members must file a certificate with the DLT that must contain:

1. a diagnosis and diagnostic code prescribed in the international classification of diseases, or where no diagnosis has yet been obtained, a detailed statement of symptoms;
2. the date if known, on which the condition commenced;
3. the probable duration of the condition;
4. an estimate of the amount of time that the licensed qualified health care provider believes the team member is needed to care for the family member;
5. a statement that the serious health condition warrants the team member's participation to provide care for the family member. Such reasons may include, but are not limited to, providing psychological comfort, arranging third-party care for the family member as well as directly providing, or participating in the medical and physical care of the patient; and
6. a certificate filed to establish medical eligibility of the serious health condition of the team member's family member shall be made by the family member's treating licensed qualified health care provider.

In the case of a parent, or persons who are in loco parentis caring for the serious health condition of a foster care child, the team member must submit all required information, with a written request to the Department of Children, Youth and Families for the release of medical information by the child's treating licensed qualified health care provider. The Department of Children, Youth and Families will transmit the requested medical information, pending all properly submitted forms, to the DLT, within 10 business days of request. In the absence of the requested transmitted medical information by the Department of Children, Youth and Families within 10 business days, the team member may request the licensed qualified healthcare provider to directly transmit the medical eligibility of the serious health condition to the DLT.

Any team members who exercise their rights to leave covered by TCI will, upon the expiration of that leave, be entitled to be restored by the Company to the position held when the leave commenced, or to a position with equivalent seniority, status, employment benefits, pay and other terms and conditions of employment including fringe benefits and service credits that the team member had been entitled to at the commencement of leave.

During any caregiver leave taken pursuant to this policy, the Company will maintain any existing health benefits in force for the duration of the leave as if the team member had continued in employment continuously from the date the leave commenced until the date the caregiver benefits terminate; provided, however, that the team member shall continue to pay any team member shares of the cost of health benefits as required prior to the commencement of the caregiver benefits.

The Company may require team members who are entitled to leave under the Family & Medical Leave Act (FMLA) and/or the Rhode Island Family Leave Act (RIFLA), who exercise their rights to benefits under the temporary caregiver insurance program, to take any temporary caregiver benefits received, concurrently, with any leave taken pursuant to the FMLA and/or RIFLA.



## 19-7. Rhode Island: School Involvement Leave

NLT Holding Corp - dba MLB Transportation Resources will grant team members who have been employed for 12 consecutive months up to 10 hours of unpaid leave during any 12-month period to attend school conferences or other school-related activities for a child of whom the team member is the parent, foster parent or guardian. Twenty-four hours' notice is required and the team member must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Team members may use accrued paid time off for this purpose.

## 19-8. Rhode Island: Family Military Leave

### **(Employers with 15 or more employees)**

An eligible employee that is a spouse or parent of a person called to serve in the state or federal military for more than 30 days is entitled to up to 15 days of unpaid leave (if an employer has between 15 and 50 employees) or up to 30 days of leave (if an employer has more than 50 employees) during the time that deployment orders are in effect.

To be eligible, the employee must have worked for the employer for at least 12 months, and must have worked at least 1,250 hours during the 12 months immediately preceding the commencement of leave.

An employee may take leave pursuant to this policy if he/she has exhausted all accrued vacation and other leave (except sick leave and disability leave). An employee must provide at least 14 days' notice if the leave will consist of 5 or more consecutive days. If the leave is for less than 5 consecutive days, the employee is only required to give advance notice as practicable. Employees may be required to provide the Company with certification from the proper military authority to verify the employee's eligibility for family military leave.

Taking leave may not result in the loss of benefits accrued prior to the leave. Upon expiration of the leave, an employee will generally be reinstated to his or her position or, if not available, an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. The Company strictly prohibits any form of discrimination or retaliation for exercising rights set forth in this policy.



## Section 20 - South Carolina Addendum

### 20-1. South Carolina: Pregnancy Accommodations

In compliance with South Carolina law (S.C. Code Ann. §1-13-80), NLT Holding Corp - dba MLB Transportation Resources will not discriminate against an individual because of pregnancy, childbirth or related medical conditions, including, but not limited to, lactation. The Company will endeavor to make reasonable accommodations for the team member's medical needs arising from pregnancy, childbirth or related medical conditions, unless doing so would impose an undue hardship on the operation of the business.

#### **Reasonable Accommodations**

Reasonable accommodations may include, but are not limited to:

1. making existing facilities readily accessible to, and usable by, such team members, including acquiring or modifying equipment or devices necessary for performing essential job functions;
2. providing more frequent or longer break periods;
3. providing more frequent bathroom breaks;
4. providing a private place, other than a bathroom stall for the purpose of expressing milk;
5. modifying the Company's food or drink policy;
6. modifying work schedules;
7. providing seating or allowing the team member to sit more frequently;
8. providing assistance with manual labor and limits on lifting;
9. temporarily transferring the team member to a less strenuous or hazardous vacant position, if qualified;  
or
10. providing job restructuring or light duty, if available.

The Company will not:

- deny employment opportunities to the team member based on the need to make such reasonable accommodations;
- require the team member to accept an accommodation that the team member chooses not to accept, if the team member does not have a known limitation related to pregnancy, or if the accommodation is unnecessary for the team member to perform the essential duties of their job;
- require the team member to take leave under any leave law or Company policy if another reasonable accommodation can be provided to the team member; or
- take any adverse action against the team member in the terms, conditions or privileges of employment for requesting or using a reasonable accommodation.

#### **Contact for Questions and Requests**

If team members have any questions concerning this policy or if they wish to request an accommodation, they



should contact Human Resources and/or COO.

## 20-2. South Carolina: Lactation Accommodation

Pursuant to South Carolina Lactation Support Act, NLT Holding Corp - dba MLB Transportation Resources supports the legal right and necessity of team members who choose to express milk in the workplace. This policy is to establish guidelines for promoting a breastfeeding-friendly work environment and supporting lactating team members at the Company.

The Company will make reasonable efforts to provide a reasonable amount of unpaid break time to accommodate team members desiring to express breast milk for their child, unless doing so poses an undue hardship on the Company. If possible, the lactation break time must run concurrently with break time already provided to team members. Lactation break time that cannot run concurrently with paid break time already provided will be unpaid, subject to applicable law.

The Company will make reasonable efforts to provide team members with use of a room or location in close proximity to their work area, other than a toilet stall, in order to express milk in private.

Team members will not be discriminated against or retaliated against for choosing to express breast milk in the workplace in compliance with this policy and the law. Team members can contact Human Resources with questions regarding this policy.



## Section 21 - Tennessee Addendum

### 21-1. Tennessee: Pregnancy Accommodations

In compliance with Tennessee Pregnant Workers Fairness Act, NLT Holding Corp - dba MLB Transportation Resources will make reasonable accommodations for medical needs arising from pregnancy, childbirth or related medical conditions of an applicant for employment or an team member, unless the accommodation would impose an undue hardship on business operations.

The Company will not take adverse action against team members in terms, conditions or privileges of employment for requesting or using a reasonable accommodation to the known limitations for medical needs arising from pregnancy, childbirth or related conditions, including, but not limited to, counting an absence related to pregnancy under the attendance policy. The Company will not require team members to take leave if another reasonable accommodation can be provided to the known limitations for medical needs arising from pregnancy, childbirth or related conditions.

Reasonable accommodations include but are not limited to:

1. making existing facilities used by team members readily accessible and usable;
2. providing more frequent, longer or flexible breaks;
3. modifying food or drink policy;
4. providing modified seating or allowing team members to sit more frequently if the job requires standing;
5. providing assistance with manual labor and limits on lifting;
6. authorizing a temporary transfer to a vacant position;
7. providing job restructuring or light duty, if available;
8. acquiring or modifying equipment, devices or work stations;
9. modifying work schedules;
10. allowing flexible scheduling for prenatal visits; and
11. providing a private place, other than a bathroom stall, for the purpose of expressing milk.

The Company reserves the right, to the maximum extent permitted by applicable law, to request medical certification from a healthcare professional if an individual is requesting a reasonable accommodation related to temporary transfer to a vacant position, job restructuring, light duty or accommodations that require time away from work. The Company will engage in an interactive process with the individual to determine if a reasonable accommodation can be provided, absent undue hardship, while the individual is making a good faith effort to obtain the medical certification. The Company will not take adverse action against team members related to their need for accommodation while they are engaging in good faith efforts to obtain medical certification.

Any questions about or requests for a reasonable accommodation pursuant to this policy, should be directed to Human Resources and/or COO.



## 21-2. Tennessee: Abusive Conduct Prevention

At NLT Holding Corp - dba MLB Transportation Resources all team members have the right to be treated with dignity and respect. NLT Holding Corp - dba MLB Transportation Resources does not tolerate and prohibits abusive conduct in the workplace. These behaviors are unacceptable in the workplace and in any work-related settings such as business trips and Company-sponsored social functions.

### **Abusive Conduct Defined**

Abusive conduct is defined under this policy as acts or omissions that would cause a reasonable person, based on the severity, nature and frequency of the conduct, to believe that the team member was subject to an abusive work environment, which can include but is not limited to:

- repeated verbal abuse in the workplace, including derogatory remarks, insults and epithets;
- verbal, nonverbal or physical conduct of a threatening, abusive, violent, intimidating or humiliating nature in the workplace; or
- the sabotage or undermining of the team member's work performance in the workplace.

Abusive conduct does not include:

- disciplinary procedures in accordance with adopted Company policies;
- routine coaching and counseling, including feedback about and correction of work performance;
- reasonable work assignments, including shift, post and overtime assignments;
- individual differences in styles of personal expression;
- passionate, loud expression with no intent to harm others;
- differences of opinion on work-related concerns; and
- the non-abusive exercise of managerial prerogative.

### **Reporting Procedures**

If team members believe someone has violated this policy, they should promptly bring the matter to the immediate attention of Human Resources and/or COO. Every supervisor who learns of any team member's concern about conduct in violation of this policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy, must immediately report the issues raised or conduct to Human Resources and/or COO.

### **Investigation Procedures**

Upon receiving a complaint, the Company will promptly conduct an investigation into the facts and circumstances of any claim of a violation of this policy. Team members who file complaints will not suffer negative consequences for reporting others for inappropriate behavior. To the extent possible, the Company will endeavor to keep confidential each party involved in the investigation. However, complete confidentiality may not be possible in all circumstances. Team members are required to cooperate in all investigations



conducted pursuant to this policy. The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension or immediate termination.

### **Retaliation**

The Company will not tolerate retaliation, including any act of reprisal, interference, restraint, penalty, discrimination, intimidation or harassment against an individual or individuals exercising their rights under this policy.

Team members with questions or concerns regarding this policy should contact Human Resources and/or COO.

### **21-3. Tennessee: Voting Leave**

In the event employees do not have sufficient time outside of working hours to vote in an election, employees may take off working time to vote. Sufficient time is considered to be three (3) consecutive hours between working hours and the opening or closing of polls. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. Employees will be allowed up to three (3) hours of voting leave on Election Day without loss of pay or retaliation. Supervisors must be notified of the need for leave in advance of Election Day (at least before 12:00 p.m. the day before the election). Supervisors may specify when leave may be taken.

Additionally, an employee that is appointed by the county election commission to prepare and maintain voting machines who works full time for the Company is entitled to unpaid leave for the days required to perform technician duties, without being required to use vacation or other PTO for the days performing such technician duties.



## Section 22 - Texas Addendum

### 22-1. Texas: Voting Leave

In the event employees do not have sufficient time outside of working hours to vote in an election, employees may take off working time to vote. Sufficient time is considered to be two (2) consecutive hours between working hours and the opening or closing of polls. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. Employees will be allowed reasonable voting leave on Election Day without loss of pay or retaliation. Where possible, supervisors should be notified of the need for leave in advance.





## Section 23 - Vermont Addendum

### 23-1. Vermont: Pregnancy Accommodations

In compliance with Vermont law, NLT Holding Corp - dba MLB Transportation Resources will endeavor to reasonably accommodate the needs of team members for a pregnancy-related condition, unless doing so would impose an undue hardship on the Company. For purposes of this policy, "pregnancy-related condition" means a limitation of the team member's ability to perform the functions of a job caused by pregnancy, childbirth or a medical condition related to pregnancy or childbirth.

Reasonable accommodations for the team member, may include, but are not limited to:

1. bathroom breaks;
2. breaks for increased water intake;
3. periodic rest;
4. access to a chair or stool;
5. assistance with specific duties;
6. temporary transfers to less strenuous or hazardous work;
7. a private, clean space for breast feeding;
8. time off for prenatal appointments; or
9. time off to recover from medical conditions related to pregnancy or childbirth.

Any team member with questions about this policy or who needs to request an accommodation due to pregnancy, childbirth or a related medical condition should contact Human Resources and/or COO.

### 23-2. Vermont: Non-Harassment

It is NLT Holding Corp - dba MLB Transportation Resources's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or team members by another team member, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by NLT Holding Corp - dba MLB Transportation Resources.

The purpose of this policy is not to regulate team members' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an



individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state or local laws are unlawful.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions, or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.



## **Reporting Procedures**

If team members have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to Human Resources and/or COO. (Phone numbers and addresses are available through the Company directory.) If they are unable for any reason to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact the President. (Phone numbers and addresses are available through the Company directory.) If the person toward whom the complaint is directed is one of the individuals indicated above, the team member should contact any higher-level manager in the reporting hierarchy.

## **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All team members must cooperate with all investigations conducted pursuant to this policy.

## **Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If team members feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

While team members are encouraged to report claims internally, if they believe they have been subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit the team member from filing a complaint with these agencies.

Vermont Attorney General's Office Civil Rights Unit, 109 State Street Montpelier, VT 05609 (802) 828-3171 (voice/TDD). The United States Equal Employment Opportunity Commission (EEOC) JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200 (voice).

## **23-3. Vermont: Earned Sick Time**

### **Eligibility**

The Company provides earned sick time to eligible team members who work for an average of at least 18 hours per week during a year. For team members who work in Vermont who are eligible for sick time under the general sick days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general sick days policy and/or any other applicable sick time/leave law or ordinance.

### **Grant**

Team members receive a grant of sick time at the start of employment. The grant will be prorated based on the



date of grant but in no circumstances will an eligible team member receive less than one (1) hour of for every 52 hours worked up to 40 hours in that benefit year. Thereafter, at the start of the benefit year, team members will receive a grant of 40 hours of earned sick time.

Exempt team members will be presumed to work 40 hours in each workweek for accrual purposes unless their normal workweek is less than 40 hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending on December 31.

### **Usage**

Team members may begin using accrued earned sick time after completion of one (1) year of employment. Earned sick time may be used in a minimum increment of one (1) hour. Team members may not use more than 40 hours of accrued earned sick time in a year.

Team members may use accrued earned sick time for the following reasons:

1. illness, injury, or to obtain professional diagnostic, preventive, routine or therapeutic health care;
2. to care for a sick or injured parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild or foster child, including helping that individual obtain diagnostic, preventive, routine or therapeutic health treatment; or accompanying the team member's parent, grandparent, spouse or parent-in-law to an appointment related to their long-term care;
3. to arrange for social or legal services or obtain medical care or counseling for the team member or for the team member's parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild or foster child, who is a victim of domestic violence, sexual assault or stalking; or who is relocating as the result of domestic violence, sexual assault or stalking;
4. to care for a parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild or foster child because the school or business where that individual is normally located during the team member's workday is closed for public health or safety reasons.

Team members who are absent for one (1) or more covered reasons are required to use available earned sick time during the absence.

### **Notice and Documentation**

Team members must notify Human Resources as soon as practicable of the intent to take earned sick time as well as the expected duration of the absence. Team members must make reasonable efforts to avoid scheduling routine or preventive health care during regular work hours. The Company may require the team member to provide reasonable proof that the team member's use of earned sick time is for one of the reasons covered under this policy.

### **Payment**

Earned sick time will be paid at the team member's normal hourly wage rate or the state minimum wage rate, whichever is greater. Use of earned sick time is not considered hours worked for purposes of calculating overtime.

### **Carryover and Payout**



Unused earned sick time does not carry over to the next calendar year. Accrued but unused earned sick time under this policy will not be paid at separation.

If team members have any questions regarding this policy, they should contact Human Resources.

## 23-4. Vermont: Family and Medical Leave

Team members may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Vermont Parental and Family Leave Law ("VPFL"). This policy provides team members information concerning FMLA and/or VPFL entitlements and obligations team members may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with VPFL and any other leave provided under state or local law. If team members have any questions concerning FMLA and/or VPFL leave, they should contact Human Resources.

### I. Team members Eligible for FMLA and VPFL Leave

The eligibility requirements under the FMLA and VPFL are set forth below. Team members of the Company who do not meet the eligibility requirements for FMLA leave may be eligible only for VPFL leave and vice-versa. If both laws are applicable, leave under both laws runs concurrently.

#### A. FMLA Eligibility

FMLA leave is available to "FMLA eligible team members." To be an "FMLA eligible team member," an team member must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more team members are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew team members.

#### B. VPFL Eligibility

To be eligible for VPFL, an team member must: 1) have worked for the Company for an average of at least 30 hours a week for 12 consecutive months; **and** 2) be employed by an employer doing business in, or operating within, the state of Vermont, which, for parental leave purposes, employs 10 or more team members for an average of at least 30 hours per week for 12 consecutive months; and, for family leave purposes, employs 15 or more team members for an average of at least 30 hours per week for 12 consecutive months.

### II. Entitlements

As described below, the FMLA and VPFL provide eligible team members with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

#### A. Basic FMLA and VPFL Leave Entitlement

The FMLA provides eligible team members up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The VPFL provides eligible team members with up to 12 weeks of unpaid leave within any 12-month period. The 12-month period is determined on the calendar year. It is our



Company's policy to provide the greater leave benefit provided under the FMLA or VPFL and to run leave concurrently under the FMLA and VPFL whenever possible.

Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the team member's child after birth, or placement for adoption (of a child 16 years of age or younger - VPFL) (or foster care - FMLA only) - leave for this purpose is considered Parental Leave under the VPFL;
- To care for the team member's spouse (or domestic partner or party to a civil union VPFL only), son, daughter or parent (parent-in-law - VPFL only) who has a **serious health condition** (FMLA only) or **serious illness** (VPFL only) - leave for this purpose is considered Family Leave under the VPFL;
- For the team member's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the team member unable to perform one or more of the essential functions of the team member's job (FMLA only) or **serious illness** (VPFL only) - leave for this purpose is considered Family Leave under the VPFL; and/or
- Because of any **qualifying exigency** arising out of the fact that an team member's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country. (FMLA only)

Under the FMLA, a **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the team member from performing the functions of the team member's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Under the VPFL, a **serious illness** is an accident, disease or physical or mental condition that poses imminent danger of death, requires inpatient care in a hospital or requires continuing in-home care under the direction of a physician.

**Qualifying exigencies** for FMLA leave may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

#### **B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only)**

In addition to the basic FMLA leave entitlement discussed above, an eligible team member who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. FMLA leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-



month period begins on the first day an eligible team member takes leave to care for the injured servicemember.

A **"covered servicemember"** is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered servicemembers also include a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five year period preceding the date the eligible team member takes FMLA leave to care for the covered veteran, and who is who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA and/or VPFL leave usually will be taken for a period of consecutive days, weeks or months. However, team members also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the team member or covered family member, or the serious injury or illness of a covered servicemember. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

### **D. No Work While on Leave**

The taking of another job while on FMLA/VPFL or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by applicable law.

### **E. Protection of Group Health Insurance Benefits during Leave**

During FMLA/VPFL leave, eligible team members are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

### **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key team members" will cause the Company substantial and grievous economic injury, team members generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify team members if they qualify as "key team members," if it intends to deny reinstatement, and of their rights in such instances. A "key team member" is defined under the FMLA as an team member among the highest paid 10 percent of all team members who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible team member's FMLA leave.

As with FMLA leave, at the end of VPFL leave, subject to some exceptions including a variant of the FMLA "key team member" exception, team members generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. Under the VPFL, reinstatement may be denied if the team member performed unique services and hiring a permanent replacement during the leave, after giving



reasonable notice to the team member of the intent to do so, was the only alternative available to the Company to prevent substantial and grievous economic injury.

### **G. Notice of Eligibility for, and Designation of, FMLA and VPFL Leave**

Team members requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, team members are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the team member's leave entitlement.

The Company may retroactively designate leave as FMLA and/or VPFL leave with appropriate written notice to team members provided the Company's failure to designate leave as FMLA- or VPFL-qualifying at an earlier date did not cause harm or injury to the team member. In all cases where leaves qualify for FMLA and/or VPFL protection, the Company and team member can mutually agree that leave be retroactively designated as FMLA and/or VPFL leave. **[Note: The FMLA regulations permit the retroactive designation of FMLA leave only if the employer's failure to timely designate the leave does not cause harm or injury to the team member. Moreover, the VPFL is silent as to whether an employer may retroactively designate leave as VPFL leave. As such, risk exists with respect to retroactive designation, and we caution employers against retroactively designating leave without a close analysis of the facts surrounding the reasons for failing to promptly designate the leave and the harm, if any, it may cause the team member.]**

### **III. Team member FMLA and/or VPFL Leave Obligations**

#### **A. Provide Notice of the Need for Leave**

Team members who wish to take FMLA and/or VPFL leave must timely notify the Company of their need for FMLA and/or VPFL leave. The following describes the content and timing of such team member notices.

#### **1. Content of Team member Notice**

To trigger FMLA and/or VPFL leave protections, team members must inform the Company Human Resources of the need for FMLA/VPFL-qualifying leave and the anticipated timing and duration of the leave, if known. Team members may do this by either requesting FMLA and/or VPFL leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/VPFL-qualifying. For example, team members might explain that:

- a condition renders them unable to perform the functions of their job or that they are under the continuing care of a health care provider;
- they are pregnant or have been hospitalized overnight;
- a covered family member (including domestic partner, party to a civil union and parent-in-law under VPFL) is under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country(FMLA only); or
- a family member is a covered servicemember with a serious injury or illness (FMLA only).





Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for FMLA leave under this policy. Team members must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If team members fail to explain the reasons for leave, the leave may be denied. When team members seek leave due to FMLA/VPFL-qualifying reasons for which the Company has previously provided FMLA/VPFL-protected leave, team members must specifically reference the qualifying reason for the leave or the need for FMLA and/or VPFL leave.

## **2. Timing of Team member Notice**

Team members must provide 30 days' advance notice of the need to take FMLA and/or VPFL leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, team members must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Team members who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or VPFL notice obligations, may have leave delayed or denied, to the extent permitted by applicable law.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, team members must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an team member's health care provider. An team member must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the team member, subject to the approval of the team member's health care providers. If an team member providing notice of the need to take leave on an intermittent basis for planned medical treatment neglects to fulfill this obligation, the Company may require the team member to attempt to make such arrangements, subject to the approval of the team member's health care provider.

When team members take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the team member or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer team members, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the team members are qualified and which better accommodate recurring periods of leave, subject to applicable law.

When an team member seeks intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, the team member must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and team member shall attempt to work out a leave schedule that meets the team member's needs without unduly disrupting the Company's operations, subject to the approval of the team member's health care provider.

### **C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of leave sought, team members may be required to submit medical certifications



supporting their need for FMLA/VPFL-qualifying leave. As described below, there generally are three types of medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the team member's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests team members to provide medical certifications, team members must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an team member's diligent, good faith efforts. The Company will inform team members if submitted medical certifications are incomplete or insufficient and provide team members at least seven calendar days to cure deficiencies. The Company will deny leave to team members who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the team member's permission, subject to applicable law, the Company (through individuals other than an team member's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If an team member chooses not to provide the Company with authorization allowing it to clarify or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear. **[Note: It is unclear whether an employer may seek authentication and clarification (with the team member's permission) regarding the medical certification of a family member. Moreover, the FMLA and VPFL do not specifically permit or prohibit an employer from contacting the family member's health care provider directly. Therefore, some risk exists under the FMLA and VPFL in contacting a family member's health care provider for purposes of authentication and clarification even if an employer obtains the team member's or family member's consent.]**

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

### **1. Initial Medical Certifications**

Team members requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family member or servicemember. If team members provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require team members to obtain a second opinion at the Company's expense, subject to applicable law. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require team members to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the team member.

### **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, subject to applicable law, the Company may require team members to provide recertification of medical conditions giving rise to the need for leave. The Company will notify team members if recertification is required and will give team members at least 15 calendar days to provide medical recertification.



### **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, where permitted by law, an team member returning to work from leave that was taken because of his/her own serious health conditions that made the team member unable to perform his/her job must provide the Company medical certification confirming the team member is able to return to work and the team member's ability to perform the essential functions of the team member's position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until the team member provides a return to work/fitness for duty certification, subject to applicable law.

#### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time team members seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require team members to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the team member setting forth information concerning the nature of the qualifying exigency for which leave is requested. Team members shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require team members to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by team members set forth additional information provided by the team member and/or the covered servicemember confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid FMLA and VPFL Leave**

Under the FMLA, team members must use any accrued paid time while taking unpaid FMLA leave. Under the VPFL, team members may elect to use up to six weeks of accrued paid time off. The substitution of paid time for unpaid FMLA and/or VPFL leave time does not extend the length of FMLA and/or VPFL leaves and the paid time will run concurrently with an team member's FMLA and/or VPFL entitlement.

During the leave, team members may be eligible for compensation, such as temporary disability benefits, or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/VPFL leave entitlement.

Upon written request, the Company will allow team members to use accrued paid time to supplement any paid disability benefits.

#### **F. Pay Team member's Share of Health Insurance Premiums**

During FMLA/VPFL leave, team members are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies team members of other arrangements, whenever team members are receiving pay from the Company during leave, the Company will deduct the team member portion of the group health plan premium from the team member's paycheck in the



same manner as if the team member was actively working. If leave is unpaid, team members must pay their portion of the group health premium through a pre-pay method.

The Company's obligation to maintain health care coverage ceases if the team member's premium payment is more than 30 days late. If the team member's payment is more than 15 days late, the Company will send a letter notifying the team member that coverage will be dropped on a specified date unless the co-payment is received before that date. If team members do not return to work within 30 calendar days at the end of the leave period (unless team members cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

#### **IV. Coordination of FMLA/VPFL Leave with Other Leave Policies**

The FMLA and VPFL do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. However, whenever permissible by law, the Company will run FMLA leave concurrently with VPFL and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/VPFL leave is either not available or exhausted, team members should consult the Company's other leave policies in this handbook or contact Human Resources.

#### **V. Questions and/or Complaints about FMLA/VPFL Leave**

If team members have questions regarding this FMLA/VPFL policy, please contact Human Resources. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/VPFL.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If team members believe their rights have been violated, they should contact Human Resources immediately. The Company will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Team members also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

#### **23-5. Vermont: School Attendance Leave**

NLT Holding Corp - dba MLB Transportation Resources will grant team members who are parents or guardians of school-age children up to four (4) hours of unpaid leave during any 30-day period and up to 24 hours of unpaid leave in a 12-month period to:

- participate in activities at their children's school directly related to academic educational advancement;
- attend to or accompany the team member's child to routine medical or dental appointments;
- accompany the team member's parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being; and



- respond to a medical emergency involving the team member's child, parent, spouse or parent-in-law.

Leave must be taken in a minimum of two-(2)-hour segments. At least seven (7) days' advance notice is required and the team member is required to make a reasonable effort to schedule such appointments outside of regular work hours. Team members must first use accrued paid time off for this purpose.



## Section 24 - Virginia Addendum

### 24-1. Virginia: Pregnancy Accommodations

In compliance with Virginia law, NLT Holding Corp - dba MLB Transportation Resources will provide reasonable accommodation to the known limitations of a person related to pregnancy, childbirth or related medical conditions, unless the Company can demonstrate that the accommodation would impose an undue hardship on the Company.

The Company will not:

- take adverse action against individuals who request or use a reasonable accommodation pursuant to this policy, including failure to reinstate any such team member to their previous position or an equivalent position with equivalent pay, seniority and other benefits when the need for a reasonable accommodation ceases;
- deny employment or promotion opportunities to an otherwise qualified individual because the Company will be required to make reasonable accommodation to the known limitations of such individual related to pregnancy, childbirth or related medical conditions; or
- require team members to take leave if another reasonable accommodation can be provided to the known limitations related to the pregnancy, childbirth or related medical conditions.

The Company will endeavor to engage in a timely, good faith interactive process with team members who request an accommodation pursuant to this section to determine if the requested accommodation is reasonable and, if such accommodation is determined not to be reasonable, discuss alternative accommodations that may be provided.

#### **Reasonable Accommodations**

Reasonable accommodations may include, but are not limited to:

1. more frequent or longer bathroom breaks;
2. breaks to express breast milk;
3. access to a private location other than a bathroom for the expression of breast milk;
4. acquisition or modification of equipment or access to or modification of employee seating;
5. a temporary transfer to a less strenuous or hazardous position;
6. assistance with manual labor;
7. job restructuring;
8. a modified work schedule;
9. light duty assignments; and
10. leave to recover from childbirth.

Any questions about or requests for a reasonable accommodation pursuant to this policy, should be directed to



Human Resources and/or COO.

## 24-2. Virginia: Reasonable Accommodation for Persons with Disabilities

### **Reasonable Accommodation For Persons With Disabilities**

In accordance with the Virginia Human Rights Act (the "Act"), team members have the right to reasonable accommodations for disabilities and to be free from unlawful discriminatory practices based on disability.

Under the Act, the Company may not:

- refuse to make reasonable accommodation to the known physical and mental impairments of an otherwise qualified person with a disability, if necessary to assist such person in performing a particular job, unless the Company can demonstrate that the accommodation would impose an undue hardship on the Company;
- take adverse action against an team member who requests or uses a reasonable accommodation pursuant to this section;
- deny employment or promotion opportunities to an otherwise qualified applicant or team member because the Company will be required to make reasonable accommodation for a person with a disability;
- require an team member to take leave if another reasonable accommodation can be provided to the known limitations related to the disability; or
- fail to engage in a timely, good faith interactive process with an team member who has requested an accommodation pursuant to this section to determine if the requested accommodation is reasonable and, if such accommodation is determined not to be reasonable, discuss alternative accommodations that may be provided.

In determining whether an accommodation would constitute an undue hardship upon the Company, the following will be considered:

- hardship on the conduct of the Company's business, considering the nature of the Company's operation, including composition and structure of the Company's workforce;
- size of the facility where employment occurs;
- the nature and cost of the accommodations needed, taking into account alternative sources of funding or technical assistance available by way of the vocational services offered by the state Department for Aging and Rehabilitative Services;
- the possibility that the same accommodations may be used by other prospective team members; and
- safety and health considerations of the person with a disability, other team members and the public.

If team members have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact the President.



## Section 25 - Wisconsin Addendum

### 25-1. Wisconsin: Organ and Bone Marrow Donor Leave

Team members may take up to six (6) weeks of unpaid leave in a 12-month period for the purpose of serving as bone marrow or organ donors. Leave may only be taken for the period necessary to undergo and recover from the bone marrow or organ donation procedure.

In order to take leave to serve as a bone marrow or organ donor, team members must provide the Company with advance notice of the bone marrow or organ donation in a reasonable and practicable manner. Team members must make a reasonable effort to schedule the bone marrow or organ donation procedure so that it does not unduly disrupt the Company's operations (subject to the approval of the bone marrow or organ recipient's health care provider).

Team members may substitute paid time off while taking otherwise unpaid leave under this policy, and the substitution of paid time does not extend the length of leave under this policy. If applicable, this leave also will run concurrently with FMLA and/or applicable state law.

If applicable, the Company will maintain group health insurance coverage under the conditions that applied immediately before the leave began. In these cases, the Company reserves the right to require the team member to have in escrow with the Company an amount equal to the entire premium or similar expense for eight (8) weeks of the team member's group health insurance coverage (which may be paid in equal installments at regular intervals over at least a 12-month period and which the Company will deposit in an interest-bearing account).

The Company may require certification issued by a health care provider (of either the team member or the bone marrow/organ recipient, as appropriate) which indicates:

- the recipient has a serious health condition that necessitates a bone marrow or organ transplant;
- the team member is eligible and has agreed to serve as a bone marrow or organ donor for the recipient; and
- the amount of time expected to be necessary for the team member to recover from the bone marrow or organ donation procedure.

When team members return from bone marrow and organ donation leave, the Company will return them to the position they held immediately before going on leave or, if that position is not available, to an equivalent position with equivalent compensation, benefits, working shift, hours of employment and other terms and conditions of employment. If the team member wishes to return to work before the end of the leave as scheduled, the Company will return the team member to the same or a similar position (as described above) within a reasonable time (not to exceed the duration of the originally-scheduled leave).

When team members end their employment with the Company, any payments in escrow (as described above) will be returned to them. If team members end their employment during or within 30 days after taking bone marrow and organ donation leave, the Company reserves the right to deduct from the amount returned to the





team member any premium or similar expense paid for the team member's group health insurance coverage while the team member was on leave under this policy.

## 25-2. Wisconsin: Family and Medical Leave

Team members may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Wisconsin Family and Medical Leave Act ("WFMLA"). This policy provides team members information concerning FMLA and/or WFMLA entitlements and obligations team members may have during such leaves. Whenever permitted by law, the Company will run FMLA leave concurrently with WFMLA and any other leave provided under state or local law. If team members have any questions concerning FMLA and/or WFMLA leave, they should contact Human Resources.

### I. Eligibility

FMLA leave is available to "FMLA eligible team members." To be an "FMLA eligible team member," an team member must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more team members are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew team members.

WFMLA leave is available to "WFMLA eligible team members." To be a WFMLA eligible team member, an team member must: 1) have worked for the Company for at least 52 consecutive weeks and have worked at least 1,000 hours in the 52 weeks preceding the commencement of leave; **and** 2) be employed by an employer that has 50 or more team members.

### II. Entitlements

As described below, the FMLA and WFMLA provide eligible team members with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

#### A. Basic FMLA and WFMLA Leave Entitlement

The FMLA provides eligible team members up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The WFMLA provides eligible team members up to six weeks of unpaid leave during a calendar year if the leave is due to childbirth or adoption, plus an additional two weeks of leave for the team member's serious health condition or to care for a parent, spouse, son or daughter with a serious health condition (employees, however, are entitled to no more than a total of eight weeks of family/medical unpaid leave within the 12-month period under the WFMLA - see further information below).

The 12-month period for FMLA leave is determined on **[insert state method used by the Company to determine the "12-month period," i.e., a rolling basis, a fixed year, a calendar year, or looking forward from date of team member's first leave. If rolling basis is selected, include the following sentence:** Thus, when a leave is requested, the Company will look back in the relevant time period to determine the amount of available leave as of the date the leave is to begin.]. It is the Company's policy to provide the greater leave benefit provided under the FMLA or WFMLA and to run leave concurrently under the FMLA and WFMLA



whenever possible.

Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the team member's child after birth, or placement for adoption (or foster care - FMLA only);
- To care for the team member's spouse (or domestic partner WFMLA only), son, daughter or parent (and under the WFMLA parent-in-law or stepparent) who has a **serious health condition**;
- For the team member's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the team member unable to perform one or more of the essential functions of the team member's job); and/or
- Because of any **qualifying exigency** arising out of the fact that an team member's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country. (FMLA only).

Under the FMLA, a **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the team member from performing the functions of the team member's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Under the WFMLA, a **serious health condition** means a disabling physical or mental illness, injury, impairment or condition involving inpatient care in a hospital, nursing home or hospice, or out-patient care that requires continuing treatment or supervision by a health care provider.

**Qualifying exigencies** for FMLA leave may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

#### **B. Additional Military Family Leave Entitlement (Injured Servicemember Leave) (FMLA only)**

In addition to the basic FMLA leave entitlement discussed above, an eligible team member who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. FMLA leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible team member takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this



policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military service under conditions other than dishonorable at any time during the five year period preceding the date the eligible team member takes FMLA leave to care for the covered veteran, and who is who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans".

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA and/or WFMLA leave usually will be taken for a period of consecutive days, weeks or months. However, team members also may be entitled to take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the team member or covered family member (both FMLA and WFMLA) or the serious injury or illness of a covered servicemember (FMLA only) or birth or adoption (WFMLA only).

### **D. No Work While on Leave**

The taking of another job while on FMLA/WFMLA or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by applicable law.

### **E. Protection of Group Health Insurance Benefits**

During FMLA/WFMLA leave, eligible team members are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

### **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions, including situations where job restoration of "key team members" will cause the Company substantial and grievous economic injury, team members generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify team members if they qualify as "key team members," if it intends to deny reinstatement and of their rights in such instances. A "key team member" is defined under the FMLA as an team member among the highest paid 10 percent of all team members who are employed within 75 miles of the worksite. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible team member's FMLA leave.

As with FMLA leave, at the end of WFMLA leave, subject to some exceptions, team members generally have the right to return to the same or equivalent position with equivalent pay, benefits and other terms. There is no key team member exception under WFMLA.

### **G. Notice of Eligibility for, and Designation of, FMLA and WFMLA Leave**

Team members requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, team members are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or



non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the team member's leave entitlement.

The Company may retroactively designate leave as FMLA and/or WFMLA leave with appropriate written notice to team members provided the Company's failure to designate leave as FMLA- or WFMLA-qualifying at an earlier date did not cause harm or injury to the team member. In all cases where leaves qualify for FMLA and/or WFMLA protection, the Company and team member can mutually agree that leave be retroactively designated as FMLA and/or WFMLA leave. **[Note: There is always risk with retroactive designations.]**

### **III. Team member FMLA and/or WFLA Leave Obligations**

#### **A. Provide Notice of the Need for Leave**

Team members who wish to take FMLA and/or WFMLA leave must timely notify the Company of their need for FMLA and/or WFMLA leave. The following describes the content and timing of such team member notices

##### **1. Content of Team member Notice**

To trigger FMLA and/or WFMLA leave protections, team members must inform the Company Human Resources of the need for FMLA/WFMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Team members may do this by either requesting FMLA and/or WFMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA/WFMLA-qualifying. For example, team members might explain that.

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- a covered family member (including domestic partner and parent-in-law under WFMLA) are under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- the leave is due to a qualifying exigency cause by a military member being on covered active duty or called to covered active duty status to a foreign country (FMLA only); or
- a family member is a covered servicemember with a serious injury or illness (FMLA only).

Calling in "sick," without providing the reasons for the needed leave will not be considered sufficient notice for leave under this policy. Team members must respond to the Company's questions to determine if absences are potentially leave-qualifying.

If team members fail to explain the reasons for leave, the leave may be denied. When team members seek leave due to FMLA/WFMLA-qualifying reasons for which the Company has previously provided FMLA/WFMLA-protected leave, team members must specifically reference the qualifying reason for the leave or the need for FMLA and/or WFMLA leave.

##### **2. Timing of Team member Notice**

Team members must provide 30 days' advance notice of the need to take FMLA and/or WFMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, team members must provide the Company notice of the need for leave as soon as practicable



under the facts and circumstances of the particular case. Team members who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA and/or WFMLA notice obligations, may have leave delayed or denied.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, team members must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an team member's health care provider. Team members must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the team members, subject to the approval of an team member's health care provider. If team members providing notice of the need to take leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require team members to attempt to make such arrangements, subject to the approval of the team members' health care provider.

When team members take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the team member or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer team members, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the team members are qualified and which better accommodate recurring periods of leave, to the extent permitted by law.

When team members seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, team members must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and team member shall attempt to work out a leave schedule that meets the team member's needs without unduly disrupting the Company's operations, subject to the approval of the team member's health care provider.

### **C. Submit Medical Certifications Supporting Need for Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of leave sought, team members may be required to submit medical certifications supporting their need for FMLA/WFMLA-qualifying leave. As described below, there generally are three types of medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the team member's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests team members to provide medical certifications, team members must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an team member's diligent, good faith efforts. The Company will inform team members if submitted medical certifications are incomplete or insufficient and provide team members at least seven calendar days to cure deficiencies. The Company will deny leave to team members who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the team member's permission, the Company (through individuals other than an team member's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If an team member chooses not to provide the Company with authorization allowing it to clarify



or authenticate the certification with the health care provider, the Company may deny leave if the medical certification is unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient medical certifications.

### **1. Initial Medical Certifications**

Team members requesting leave because of their own, or a family member's serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If team members provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require team members to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require team members to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the team member, to the extent permitted by applicable law.

### **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require team members to provide recertification of medical conditions giving rise to the need for leave. The Company will notify team members if recertification is required and will give team members at least 15 calendar days to provide medical recertification.

### **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, an team member returning to work from leave that was taken because of his/her own serious health conditions that made the team member unable to perform his/her job must provide the Company medical certification confirming the team member is able to return to work and the team member's ability to perform the essential functions of the team member's position, with or without reasonable accommodation, to the extent permitted by law. The Company may delay and/or deny job restoration until the team member provides a return to work/fitness for duty certification, subject to applicable law.

### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time team members seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require team members to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the team member setting forth information concerning the nature of the qualifying exigency for which leave is requested. Team members shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.



When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require team members to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by team members set forth additional information provided by the team member and/or the covered servicemember confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid FMLA and WFMLA Leave**

Employees must use any accrued paid time while taking unpaid FMLA leave. Team members may elect to use any accrued paid time while taking unpaid WFMLA leave. The substitution of paid time for unpaid FMLA and/or WFMLA leave time does not extend the length of FMLA and/or WFMLA leaves and the paid time will run concurrently with an team member's FMLA and/or WFMLA entitlement.

During the leave, team members may be eligible for compensation, such as temporary disability benefits, family leave benefits or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/WFMLA leave entitlement. Upon [**written**] request, the Company will allow team members to use accrued paid time to supplement any paid disability benefits and workers' compensation benefits.

#### **F. Pay Team member's Share of Health Insurance Premiums**

During FMLA/WFMLA leave, team members are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies team members of other arrangements, whenever team members are receiving pay from the Company during leave, the Company will deduct the team member portion of the group health plan premium from the team member's paycheck in the same manner as if the team member was actively working. If leave is unpaid, team members must pay their portion of the group health premium through a pre-pay method].

The Company's obligation to maintain health care coverage ceases if the team member's premium payment is more than 30 days late. If the team member's payment is more than 15 days late, the Company will send a letter notifying the team member that coverage will be dropped on a specified date unless the co-payment is received before that date. If team members do not return to work within 30 calendar days at the end of the leave period (unless team members cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

#### **IV. Coordination of FMLA/WFMLA Leave with Other Leave Policies**

The FMLA and WFMLA do not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. However, whenever permissible by law, the Company will run FMLA leave concurrently with WFMLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/WFMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.



## **V. Questions and/or Complaints about FMLA/WFMLA Leave**

If you have questions regarding this FMLA/WFMLA policy, please contact Human Resources. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/WFMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If team members believe their rights have been violated, they should contact Human Resources immediately. Company will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Team members also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

### **25-3. Wisconsin: Leave for Emergency Responders**

Eligible team members who are volunteer firefighters, emergency medical technicians, first responders or ambulance drivers for a volunteer fire department, a public agency or a nonprofit corporation ("volunteer provider") are eligible for unpaid leave to respond to an emergency prior to the time they are to report to work.

Team members who become a member of a volunteer provider must notify NLT Holding Corp - dba MLB Transportation Resources in writing within 30 days that they are a volunteer firefighter, emergency medical technician, first responder or ambulance driver. Additionally, if the team member's status changes, including termination of that status, the team member must notify the Company of the change in status.

Team members who are going to be late or absent from work due to an emergency that involves their service as a volunteer firefighter, emergency medical technician, first responder or ambulance driver, must make every effort to notify the Company that they may be late or absent from work due to the emergency. If prior notification is not possible, the team member must provide a written statement from the chief of the volunteer fire department or person in charge of the ambulance service explaining why prior notification was not possible. Following being late or absent from work due to responding to an emergency, team members must provide a written statement from the chief of the volunteer fire department or person in charge of the ambulance service certifying that they were responding to an emergency and indicating the date and time of the response to the emergency.





## General Handbook Acknowledgment

This Team member Handbook is an important document intended to help team members become acquainted with NLT Holding Corp - dba MLB Transportation Resources. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Handbook.

**I have received and read a copy of NLT Holding Corp - dba MLB Transportation Resources's Team members Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.**

**I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no representative of NLT Holding Corp - dba MLB Transportation Resources other than the President may alter "at will" status and any such modification must be in a signed writing.**

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Team member Handbook.**

Team member's Printed Name: \_\_\_\_\_

Team member's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.



## Receipt Of Non-Harassment Policy

It is NLT Holding Corp - dba MLB Transportation Resources's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or team members by another team member, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by NLT Holding Corp - dba MLB Transportation Resources.

The purpose of this policy is not to regulate our team members' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, team members are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or



- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

### **Reporting Procedures**

If the team member has been subjected to or witnessed conduct which violates this policy, the team member should immediately report the matter to Human Resources and/or COO. If the team member is unable for any reason to contact this person, or if the team member has not received an initial response within five (5) business days after reporting any incident of what the team member perceives to be harassment, the team member should contact the President. If the person toward whom the complaint is directed is one of the individuals indicated above, the team member should contact any higher-level manager in the reporting hierarchy.

### **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All team members must cooperate with all investigations conducted pursuant to this policy.

### **Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the team member has been subjected to any such retaliation, the team member should report it in the same manner in which the team member would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

I have read and I understand NLT Holding Corp - dba MLB Transportation Resources's Non-Harassment Policy.



Team member's Printed Name: \_\_\_\_\_

Team member's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.



## Connecticut: Receipt Of Non-Harassment Policy

It is NLT Holding Corp - dba MLB Transportation Resources's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or team members by another team member, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by NLT Holding Corp - dba MLB Transportation Resources.

The purpose of this policy is not to regulate team members' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state or local laws is illegal and prohibited by Connecticut and federal law in the workplace, pursuant to § 46a-60(a)(8) of the Connecticut General Statutes and Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis



- for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions, or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

### **Reporting Procedure**

If the team member has been subjected to or witnessed conduct which violates this policy, the team member should immediately report the matter to Human Resources and/or COO. If the team member is unable for any reason to contact this person, or if the team member has not received an initial response within five (5) business days after reporting any incident of what the team member perceives to be harassment, the team member should contact the President. If the person toward whom the complaint is directed is one of the individuals indicated above, the team member should contact any higher-level manager in the reporting hierarchy.

### **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All team members must cooperate with all investigations conducted pursuant to this policy.

### **Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If team members feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

While employees are encouraged to report claims internally, if an employee believes that they have been



subjected to sexual harassment or other harassment in violation of state law, the employee may file a formal complaint with the Connecticut Commission on Human Rights and Opportunities (the "Commission") at 860-541-3400, CT Toll Free 1-800-477-5737, or online at [www.ct.gov/CHRO](http://www.ct.gov/CHRO).

Individuals who engage in acts of sexual harassment or other harassment in violation of state law may be subject to civil penalties in the form of a cease and desist orders, back pay, compensatory damages, hiring, promotion or reinstatement, emotional distress, as well as attorney's fees, costs, pre- and post- judgment interest and punitive damages (if the case is tried in court). Individuals may also be subject to additional criminal penalties stemming from acts of sexual harassment.

Connecticut law requires that a written complaint be filed with the Commission within 300 days of the date the alleged harassment.

I have read and I understand NLT Holding Corp - dba MLB Transportation Resources's Non-Harassment Policy.

Team member's Printed Name: \_\_\_\_\_

Team member's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.



## Illinois: Receipt Of Non-Harassment Policy

In compliance with the Illinois Human Rights Act (Act) and any other related federal or local law/ordinance, all team members have the right to be free from unlawful discrimination or harassment (including sexual harassment). This means that employers may not treat people differently based on race, age, gender, pregnancy, disability, sexual orientation or any other protected class named in the Act or any other related federal or local law/ordinance. This applies to all employer actions, including hiring, promotion, discipline and discharge.

It is NLT Holding Corp - dba MLB Transportation Resources's policy to prohibit intentional and unintentional discrimination or harassment (including sexual harassment) of or against job applicants, contractors, interns, volunteers or team members by another team member, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). The Company also prohibits retaliation. All such conduct will not be tolerated by NLT Holding Corp - dba MLB Transportation Resources.

The purpose of this policy is not to regulate our team members' personal morality, but to ensure that no one engages in discrimination or harassment (including sexual harassment) of another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, discrimination, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual reported or filed a complaint of discrimination or harassment (including sexual harassment) or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of discrimination or harassment (including sexual harassment) as defined by applicable federal, state or local laws or helped others exercise their right to complain about discrimination or harassment (including sexual harassment) as defined by applicable federal, state or local laws are unlawful.

### **Reasonable Accommodation**

Team members also have the right to reasonable workplace accommodations based on pregnancy, disability, religious beliefs or any other reason required by applicable federal, state or local laws. This means team members can ask for reasonable changes to their job if needed because they are pregnant or disabled or because of their religious beliefs or any other reason required by applicable federal, state or local laws.

### **Discrimination Defined**

Discrimination under this policy generally means treating an individual differently or denying or granting a benefit to an individual because of any actual or perceived protected characteristic as defined under federal, state or local law/ordinance.

### **Harassment Defined**





Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, team members are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault or blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

### **Company Reporting Procedures**

If the team member has been subjected to or witnessed conduct which violates this policy, the team member should immediately report the matter to any member of management. If the team member is unable for any reason to contact this person, or if the team member has not received an initial response within five (5)



business days after reporting any incident of what the team member perceives to be harassment, the team member should contact Human Resources and/or COO. If the person toward whom the complaint is directed is one of the individuals indicated above, the team member should contact any higher-level manager in the reporting hierarchy.

**Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. Team members must cooperate with all investigations conducted pursuant to this policy.

**Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the team member has been subjected to any such retaliation, the team member should report it in the same manner in which the team member would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

**Additional Reporting Procedures**

Aside from the internal complaint process at the Company described above, team members may choose to file a charge/complaint of discrimination or harassment (including sexual harassment) with the Illinois Department of Human Rights (IDHR).

The charge process for violations of the law can be initiated by completing the form at [www.illinois.gov/dhr](http://www.illinois.gov/dhr) or by contacting the IDHR at [IDHR.Intake@illinois.gov](mailto:IDHR.Intake@illinois.gov), or either of these offices:

Chicago Office	Springfield Office
555 W. Monroe St., 7th Floor	535 W. Jefferson Street, 1st Floor
Chicago, IL 60661	Springfield, IL 62702
(312) 814-6200	(217) 785-5100
(866) 740-3953 (TTY)	(866) 740-3953 (TTY)
(312) 814-6251 (Fax)	(217) 785-5106 (Fax)

Team members also can contact the Illinois Sexual Harassment and Discrimination Helpline at 1-877-236-7703.

I have read and I understand NLT Holding Corp - dba MLB Transportation Resources's Non-Harassment Policy.

Team member's Printed Name: \_\_\_\_\_

Team member's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_



The signed original copy of this receipt should be given to management - it will be filed in your personnel file.



## Massachusetts: Receipt Of Non-Harassment Policy

It is NLT Holding Corp - dba MLB Transportation Resources's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or team members by another team member, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by NLT Holding Corp - dba MLB Transportation Resources.

The purpose of this policy is not to regulate team members' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state or local laws are unlawful.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, team members are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or



- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions, or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

### **Reporting Procedures**

If team members have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to Human Resources and/or COO at \_\_\_\_\_ or \_\_\_\_\_. If they are unable for any reason to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact the President at \_\_\_\_\_ or \_\_\_\_\_. If the person toward whom the complaint is directed is one of the individuals indicated above, the team member should contact any higher-level manager in the reporting hierarchy.

### **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All team members must cooperate with all investigations conducted pursuant to this policy.

### **Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If team members feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

While team members are encouraged to report claims internally, if they believe they have been subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the



government agency or agencies set forth below. Using the Company's complaint process does not prohibit the team member from filing a complaint with these agencies.

The United States Equal Employment Opportunity Commission (EEOC) JFK Federal Building, Room 475  
Boston, Massachusetts 02203, (617) 565-3200

The Massachusetts Commission Against Discrimination (MCAD) Boston Office: One Ashburton Place, Room  
601, Boston, MA 02108, (617) 994-6000

Springfield Office: 436 Dwight Street, Room 220, Springfield, MA 01103, (413) 739-2145

New Bedford Office: 128 Union Street, Suite 206, New Bedford, MA 02740, (774) 510-5801

Worcester Office: 484 Main Street, Room 320, Worcester, MA 01608, (508) 453-9630

I have read and I understand NLT Holding Corp - dba MLB Transportation Resources's Non-Harassment Policy.

Team member's Printed Name: \_\_\_\_\_

Team member's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.



## New York: Receipt Of Non-Harassment Policy

It is NLT Holding Corp - dba MLB Transportation Resources's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or team members by another team member, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). The Company also prohibits retaliation as defined below. All such conduct will not be tolerated by the Company.

The Company is committed to a workplace free of harassment (including sexual harassment) and retaliation. These behaviors are unacceptable in the workplace and in any work-related settings such as business trips and Company-sponsored social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party. In addition to being a violation of this policy, harassment (including sexual harassment) and retaliation based on any protected characteristic as defined by applicable federal, state or local laws are unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment are unlawful.

### **Definition of Harassment**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, team members are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Definition of Sexual Harassment**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or



- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

### **Definition of Retaliation**

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- any action that would discourage the team member from reporting harassment (including sexual harassment) or retaliation;
- shunning and avoiding an individual who reports harassment (including sexual harassment) or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting harassment (including sexual harassment) or retaliation; and
- denying employment benefits because an applicant or team member reported or encouraged another team member to report harassment (including sexual harassment) or retaliation or participated in the reporting and investigation process described below.

### **Reporting Procedures**

If the team member believes someone has violated this policy, the team member should promptly bring the matter to the immediate attention of Human Resources at the following address \_\_\_\_\_ and phone number \_\_\_\_\_ or to the COO at the following address \_\_\_\_\_ and phone number \_\_\_\_\_.

If the person toward whom the complaint is directed is one of the individuals indicated above, team members should contact any higher-level manager in their reporting hierarchy.

Written complaints can be submitted internally using the form provided in this handbook.





If the team member makes a complaint under this policy and has not received an initial response within five (5) business days, the team member should contact the President immediately at the following address \_\_\_\_\_ and phone number \_\_\_\_\_.

Every supervisor who learns of any team member's concern about conduct in violation of this policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy, must immediately report the issues raised or conduct to the President.

### **Investigation Procedures**

Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy to ensure due process for all parties. To the extent possible, the Company will endeavor to keep the reporting individual's concerns confidential. However, complete confidentiality may not be possible in all circumstances. All individuals are required to cooperate in all investigations conducted pursuant to this policy.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the Company will determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination. This includes individuals engaging in harassment (including sexual harassment) or retaliation, as well as supervisors who fail to report violations of this policy, or knowingly allow prohibited conduct to continue. Individuals who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

### **Legal Protections and External Remedies**

Aside from the internal complaint process at the Company, individuals may choose to pursue external legal remedies with the following governmental entities.

#### **State Human Rights Law (HRL)**

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects team members, paid or unpaid interns and non-team members, regardless of immigration status. A complaint alleging violation of the HRL may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time within three (3) years of the sexual harassment or within one (1) year of any other harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three (3) years of the alleged harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the Company does not extend the time to file with DHR or in court.



An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate complaints and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring the employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458; (718) 741-8400; [www.dhr.ny.gov](http://www.dhr.ny.gov).

Contact DHR at (888) 392-3644 or visit [dhr.ny.gov/complaint](http://dhr.ny.gov/complaint) for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

### **Civil Rights Act of 1964**

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 team members to come within the jurisdiction of the EEOC.

An individual alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at [www.eeoc.gov](http://www.eeoc.gov) or via email at [info@eeoc.gov](mailto:info@eeoc.gov).

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

### **Local Protections**

Many localities enforce laws protecting individuals from harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, those who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit [www.nyc.gov/html/cchr/html/home/home.shtml](http://www.nyc.gov/html/cchr/html/home/home.shtml).

### **Contact the Local Police Department**

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.



Remember, NLT Holding Corp - dba MLB Transportation Resources cannot remedy claimed harassment (including sexual harassment) or retaliation unless individuals bring these claims to the attention of management. Please report any conduct that violates this policy.

I have read and I understand NLT Holding Corp - dba MLB Transportation Resources's Non-Harassment Policy.

Team member's Printed Name: \_\_\_\_\_

Team member's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.



## Rhode Island: Receipt Of Non-Harassment Policy

It is NLT Holding Corp - dba MLB Transportation Resources's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or team members by another team member, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by NLT Holding Corp - dba MLB Transportation Resources.

The purpose of this policy is not to regulate our team members' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, team members are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or



- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

### **Reporting Procedures**

If team members have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to Human Resources and/or COO. (Phone numbers and addresses are available through the Company directory.) If they are unable for any reason to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact the President. (Phone numbers and addresses are available through the Company directory.) If the person toward whom the complaint is directed is one of the individuals indicated above, they should contact any higher-level manager in the reporting hierarchy.

### **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All team members must cooperate with all investigations conducted pursuant to this policy.

### **Retaliation Prohibited**

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If team members feel they have been subjected to any such retaliation, they should report it in the same manner in which they would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

While team members are encouraged to report claims internally, if they feel subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the government agency or



agencies set forth below. Using the Company's complaint process does not prohibit the team member from filing a complaint with these agencies.

Rhode Island Commission for Human Rights 10 Abbot Park Place Providence, Rhode Island 02903 (401) 277-2661  
The United States Equal Employment Opportunity Commission (EEOC) JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200 (voice).

I have read and I understand NLT Holding Corp - dba MLB Transportation Resources's Non-Harassment Policy.

Team member's Printed Name: \_\_\_\_\_

Team member's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

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government agency or agencies set forth below. Using the Company's complaint process does not prohibit the team member from filing a complaint with these agencies.

Vermont Attorney General's Office Civil Rights Unit, 109 State Street Montpelier, VT 05609 (802) 828-3171 (voice/TDD). The United States Equal Employment Opportunity Commission (EEOC) JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200 (voice).

I have read and I understand NLT Holding Corp - dba MLB Transportation Resources's Non-Harassment Policy.

Team member's Printed Name: \_\_\_\_\_

Team member's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

NLT Holding Corp - dba MLB Transportation Resources

Employee Handbook

Date of Issuance: May 05, 2023

SOUTH CAROLINA

**This acknowledgement should be signed by the employee and maintained as the first page of the Handbook.**

**PURSUANT TO SOUTH CAROLINA LAW, I ACKNOWLEDGE AND UNDERSTAND THAT THIS EMPLOYEE HANDBOOK DOES NOT CREATE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT BETWEEN THE COMPANY AND ME.**

**I AGREE AND ACKNOWLEDGE THAT I AM AN AT-WILL EMPLOYEE, MEANING THAT I CAN QUIT OR BE TERMINATED AT ANY TIME, FOR ANY REASON OR NO REASON. I AGREE AND ACKNOWLEDGE THAT THIS AT-WILL RELATIONSHIP CANNOT BE ALTERED AND THAT NO CONTRACT CAN BE FORMED REGARDING ANY TERM OR CONDITION OF EMPLOYMENT UNLESS IT IS IN WRITING AND SIGNED BY THE PRESIDENT.**

**I ALSO AGREE AND ACKNOWLEDGE THAT THIS IS THE FIRST PAGE OF THE HANDBOOK GIVEN TO ME.**

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Employee Signature

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Date