# Table of Contents

1  Welcome

2  Corporate Philosophy

3  Equal Employment Opportunity Policy

4  Workplace Safety

5  Sexual and Other Impermissible Harassment Policy

8  General Rules of Vehicle Operation

9  Vehicle Operations

13  Vehicle Maintenance

14  Vehicle Inspections

15  Fueling Procedure

16  Compensation and Benefits

19  General Employment Policies

29  Training

31  Reporting Requirements

33  Safety Program

38  Bills of Lading

40  Related Paperwork

41  Resignation or Termination

42  Consequences of Resignation or Termination

43  Employee Manual Acknowledgement
Welcome to Atlantic Bulk Carrier

To help you become acquainted with Atlantic Bulk Carrier (referred to herein as “Atlantic Bulk Carrier” or “Company”), we have prepared this booklet as a guide to some of this Company’s policies and practices. The material will address some of the Company’s basic expectations for your performance and conduct as an employee. It also advises you of some of the benefits of your employment with Atlantic Bulk Carrier.

Because this booklet is a guide, it is not all-inclusive of the policies and practices that govern your employment or that Atlantic Bulk Carrier may implement at any time it determines is necessary or appropriate. Therefore, Atlantic Bulk Carrier reserves the right to modify, change, suspend or revoke at any time any policies, practices, procedures and/or benefits contained in this guidebook or otherwise implemented by Atlantic Bulk Carrier, without prior notice.

This guidebook supersedes all prior policies or procedures as to subjects addressed in this guidebook and all representations, oral or written, regarding your employment status or duration of employment, excepting those signed in writing by the President of the Company. In the event of contradiction between this guidebook and the representation of a supervisor, the terms of this guidebook will govern.

This guidebook does not create a contract or any part of a contract of employment in whole or part, expressed or implied, between Atlantic Bulk Carrier and its employees. Rather, employment is always at-will and may be terminated by either the Company or the employee at any time and for any reason, with or without cause and with or without notice.

Be sure to read this booklet carefully and understand its provisions. An acknowledgement page appears at the end that you must sign and return as a condition of your employment.

While it is necessary to advise you that your employment is at-will and that you have no contract or other vested rights or interests by virtue of employment with Atlantic Bulk Carrier, we sincerely hope our association with each employee will be long and satisfying.
Corporate Philosophy

Atlantic Bulk Carrier endeavors to provide the most reliable, on-time and cost-effective service to all its customers. We will work through our employees to achieve this goal, while emphasizing safe operations as a means to grow and prosper.

We believe every job, in its own way, is equally important in providing the highest quality service. We feel that it is important to treat each person as an individual, to communicate openly and to provide a climate that encourages personal growth and a genuine spirit of cooperation.

We want to maintain a close working relationship with all employees based on common goals, trust and cooperation. We want to provide the best working conditions we can and to consider, trust and deal fairly with each individual employee.
Equal Employment Opportunity Policy

Atlantic Bulk Carrier is an equal opportunity employer and makes its employment decisions based on an individual’s qualifications to perform the essential functions of a job and without regard to any protected status, including race, color, religion, gender, age, national origin, disability, veteran status, marital status or sexual preference. The Company is dedicated to ensuring all applicants and employees will receive equal opportunity in personnel matters, including recall, and other employment matters.

The Equal Opportunity Officer is:

J. Ward Best
P.O. Box 112
Providence Forge, VA 23140
Workplace Safety

Atlantic Bulk Carrier aims to provide a safe working environment for all its employees, customers and vendors. Toward that end, the Company does not condone or tolerate aggressive, violent or physically intimidating behavior, including threats to engage in such behavior. Possession, display or use of firearms or any other weapon on Company premises or in Company vehicles is strictly prohibited.

The Company encourages any employee who has witnessed or been the victim of threatening or abusive behavior or who has knowledge of prohibited possession of weapons to report that information immediately to management. No employee will be subject to reprisal or retaliation for reporting such conduct.

The Company will fully investigate all reports of conduct that threaten workplace safety. Any employee found to have engaged in such conduct faces disciplinary action up to and including termination. The Company also will report the conduct to law enforcement authorities where appropriate.
Sexual and Other Impermissible Harassment

A productive and cooperative work environment is in the best interests of all employees and Atlantic Bulk Carrier. An important supplement to the Company policy of equal employment opportunity is its philosophy that employees are entitled to a work environment free from any form of harassment, including sexual harassment. To assist employees in maintaining the required professional environment, the Company provides the following guidance on sexual harassment.

Harassment of applicants and employees on the basis of race, color, religion, sex, sexual orientation, national origin, age, marital status or disability, including sexual harassment (all as defined and protected by applicable law) is unacceptable and will not be tolerated by the Company.

Sexual Harassment

Sexual harassment has been defined generally as including unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, whenever: (1) submission to the conduct is either an explicit or implicit term or condition of employment; (2) an employee’s reaction to the conduct is used as a basis for employment decisions affecting that employee; (3) the conduct has the purpose or effect of interfering with the employee’s work performance or creating an intimidating, hostile or offensive working environment.

No employee or applicant should be subjected to unsolicited and unwelcome sexual overtures, nor should any employee or applicant be led to believe that an employment opportunity or benefit would in any way depend on “cooperation” of a sexual nature.

Sexual harassment is not limited to demands for sexual favors. It also may include such actions as: (1) sexually oriented verbal “kidding,” “teasing” or jokes; (2) repeated offensive sexual flirtations, advances propositions; (3) continued or repeated verbal abuse of a sexual nature; (4) graphic or degrading comments about an individual or his or her appearance; (5) the display of sexually suggestive objects or pictures; (6) subtle pressure for sexual activity; and (7) inappropriate physical contact.

Sexual harassment does not refer to occasional compliments of a socially acceptable nature, or consensual personal and social relationships without a discriminatory employment effect. It refers to behavior that is not welcome and that is personally intimidating, hostile or offensive.
General Harassment

Harassment on other grounds, including race, color, religion, national origin, age, marital status or disability also is prohibited. Such harassment may include jokes, verbal abuse and epithets, degrading comments, the display of offensive objects and pictures, and other conduct that the individual might reasonably find to be offensive.

Scope of Policy

This policy prohibiting harassment, whether sexual or of another nature, is not limited to relationships between and among employees and prospective employees, but also extends to interaction with clients and customers. No employee shall ever subject any client or prospective client to harassment of any nature, including that conduct described above. Furthermore, no employee will be required to suffer harassment by any client, vendor or supplier. Any unwelcome overture or other forms of harassment advanced by a client, vendor or supplier should be reported immediately to the management.

Reporting

Atlantic Bulk Carrier requires reporting of all incidents of sexual or other harassment, regardless of the identity of the offender. The Company encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his or her behavior is unwelcome. However, such direct communication is not a requirement or prerequisite to filing a complaint with the Company.

Any employee who feels that he or she is or has been the victim of discrimination or harassment in violation of this policy should immediately notify your supervisor so that the Company can take appropriate action. If for any reason you are uncomfortable approaching your supervisor (for example, if your supervisor is the person you feel is engaging in harassment or discrimination), or you feel that the matter is not being adequately addressed, you should bring the matter to the attention of the next level of management or to human resources as soon as possible, preferably within forty-eight hours.

Employees are assured that complaints of sexual or other harassment are investigated and handled with appropriate confidentiality and discretion. Information will be disclosed only as necessary to conduct a thorough and
appropriate investigation. Management will take corrective action, including termination, as warranted by the results of the investigation.

**Non-retaliation**

An employee who raises a complaint based on a good faith perception of being subjected to any form of impermissible harassment is protected from any form of reprisal or retaliation. Any perceived act of retaliation for making a complaint of sexual or other impermissible harassment is to be reported in the same manner as the initial complaint. Anyone found guilty of acting in a retaliatory manner to an individual because the individual made a complaint is subject to discipline, including discharge.
General Rules of Vehicle Operations

All drivers for Atlantic Bulk Carrier must comply with the U.S. Department of Transportation Federal Motor Carrier Safety Regulations and Company policies including, but not limited to the following:

1. Possess a valid Class A Commercial Driver’s License. Endorsements for hazardous materials and tanker operations might also be required.

2. Meet Department of Transportation physical examination requirements and be able to safely operate Company equipment while on duty.

3. Comply with rules and regulations as set forth in this manual and as presented by Company management.

4. Be available for duty, hours of service permitting, seven days a week.

5. Report for duty wearing a shirt, long pants and work shoes. Long sleeve shirts are required on all hazardous materials shipments.

6. Arrive on time for all scheduled pick-ups and deliveries with all necessary work and safety equipment.

7. Always maintain three points of contact entering and exiting the vehicle.

8. Log hours of service according to rules outlined in the Federal Motor Carrier Safety Regulations and present such records to the Company in a timely matter.

9. Follow specifically the directions given on all bills of lading provided by the customer and the Company. Question any instructions that are unclear.

10. Maintain a neat, clean appearance while on duty.
Vehicle Operations

The following information is intended as a general guideline for operating Atlantic Bulk Carrier equipment and should not be considered a substitute for driver training, licensing or applicable federal and state laws:

- Drivers must always operate vehicles in a safe and courteous manner, maintaining control at all times and in all conditions.

- Do not operate a Company vehicle while under the influence of drugs or alcohol. Likewise, do not carry drugs or alcoholic beverages in or on a Company vehicle without proper authority.

- Abide by posted speed limits, but do not exceed maximum governed speed.

- Wear seat belts at all times while traveling in Company vehicles.

- Inspect your vehicle before beginning work and after completing work. Report any defects to the Maintenance Department by means of the Vehicle Inspection Report.

- Never allow other drivers or customers to operate Atlantic Bulk Carrier Corporation equipment in an unsafe manner, whether loading, unloading or moving Company equipment.

- Park and spot Company equipment in a safe manner.

- Inspect the area before backing or parking Company equipment.

- Possession, display or use of firearms on Company property, including in or on Atlantic Bulk Carrier equipment, is strictly forbidden.

- Keep your vehicle clean, both inside and out.

Driving

- Always drive protectively; be alert to other vehicles around you and their possible movements.

- Always wear seat belts while operating or traveling in Company vehicles.

- Allow adequate room on all sides of your vehicle to accelerate, slow, turn or stop as necessary.
• Observe your surroundings; note road conditions and any potential hazards that could impede your driving or cause a collision.

• Drive only in a manner allowed by road and weather conditions.

**Speed limits**

• Obey posted speed limits, both on the road and at customer locations.

• At no time should you exceed the maximum governed speed of the Company vehicle.

• The speed limit on the terminal yard is 5 mph. Exercise extreme caution while maneuvering on the terminal yard and at customer locations.

**Turning**

• Avoid making “U” turns in company equipment.

• Allow ample room on all sides to permit safe turning on and off roadways.

• Always signal turns well in advance and check side mirrors for approaching vehicles and stationary objects.

**Backing**

• Before backing, always walk around the vehicle to check for potential obstacles or hazards.

• If backing in a congested area, always signal your intentions in advance.

• A spotter may be helpful while backing, but you are responsible for the vehicle at all times.

**Parking**

• Approved parking locations for Atlantic Bulk Carrier equipment are limited to the following for vehicles operated from the home terminal in Roxbury, VA:
  
  • Atlantic Bulk Carrier terminal
  • Place of unloading
  • Place of loading
• Rest area or truck stop

Drivers operating from remote locations may be given permission by Company officials to garage Company vehicles at another location, providing the area is secure and drivers may legally park a commercial vehicle at that location.

• Under no circumstances shall you leave a vehicle unattended while hauling hazardous materials unless at an approved location.

• Never park along a roadside unless in an emergency situation. If in an emergency situation, as soon as possible, mark the area with reflective triangles to alert other motorists to your vehicle.

• Do not leave engine running while not in attendance at the vehicle.

• Unless specifically given authorization, do not take Company vehicles home.

Connecting tractor and trailer

• Before coupling trailer to tractor, always connect airlines and apply trailer brakes.

• Before moving a trailer, ensure the landing gear has been completely retracted.

Spotting and dropping trailers

• Before uncoupling tractor and trailer, ensure the landing gear has been fully engaged and the trailer can be securely and safely parked in that location.

Accessory equipment

• You may use acceptable Citizens Band radios in company tractors. The Company will not provide or maintain such equipment. Under no circumstances may you connect a linear radio to Company equipment.

• Under no circumstances may you alter any Company equipment without prior approval from either the Shop Foreman or the Trailer Foreman. Alterations include, but are not limited to, radio antennae, cellular phones, lights, bumper stickers and paint.

• Radar detectors are strictly forbidden in Company equipment.
• If you tamper with Company equipment, particularly in regards to speed-governing devices, you may face immediate termination.

• The cost of any repairs or services related to the failure or breakdown of personal equipment will be charged to the driver of that vehicle or the owner of that equipment, whoever is deemed responsible.

**Terminal etiquette**

• Be courteous of other drivers and employees at all times while on the terminal yard in Company offices.

• Do not remove equipment such as hoses from connected tractor-trailer units unless authorized.

• Do not park or idle a truck in front of the Shop bay doors or at the fuel pump.

**Passenger policy**

Atlantic Bulk Carrier does not allow any unauthorized persons in its vehicles at any time. This policy includes animals.

**Cell phone policy**

Federal law prohibits the use of hand-held cell phones in commercial vehicles and carries a fine of as much as $2,700.00 for violations.

Atlantic Bulk discourages the use of cell phones, even with a hands’ free connection, and other electronic devices that can cause distractions. Atlantic Bulk recommends its drivers only place or receive phone calls when safely and legally stopped. If you must place or receive a call while operating the vehicle, make sure you keep proper focus on the roadway and discontinue any conversation that becomes distracting or if traffic conditions warrant.

Under no circumstances should a driver use text messaging or email functions on hand-held devices while operating the vehicle.
Vehicle Maintenance

Atlantic Bulk Carrier and its employees, including all Company drivers, are responsible for the upkeep and maintenance of Company equipment. The Shop Foreman and the Trailer Foreman have primary responsibility for maintaining Company equipment in a road-worthy state. Drivers are required to perform the following maintenance duties:

- Maintain the cleanliness of Company equipment, both internally and externally.
- Maintain proper fluid levels in Company equipment.
- Replace marker lights on Company trailers while in transit.
- Unstop unloading and aeration lines on Company trailers to complete a scheduled delivery.
- Adjust trailer brakes, if qualified by the Company to do so.
- Drivers may be asked to perform other routine service items on an intermittent basis.

Note: Any driver found tampering with Company equipment, particularly in regards to speed-controlling devices, faces immediate disciplinary action, up to and including dismissal.
Vehicles Inspections

- Drivers must make a written report attesting to the condition of the vehicle prior to each dispatch, noting each item listed on the vehicle inspection report. This pre-trip inspection must be made electronically or on the back of that day’s record of duty status (daily log) sheet.

- Any problems noted with Company equipment, including mechanical problems or cosmetic damage, must be noted on a separate inspection sheet and turned into Shop personnel prior to departure on the scheduled dispatch.

- If you discover any damage or have service issues, you must make a written report attesting to the condition of the vehicle at the completion of each dispatch, noting each item electronically or on the vehicle inspection report.

- If made in writing, the post-trip inspection report must be made in triplicate, with the white and yellow copies turned in with your bill of lading. The pink copy of the post-trip inspection must stay in the driver’s vehicle inspection report book and left in the vehicle for inspection by Shop personnel.

- Drivers not operating from the home terminal in Roxbury, VA, must alert the Company to any equipment problems as soon as the problem is discovered. These drivers must also make a written report on the problem and return it along with other Company paperwork as soon as possible.
Fueling Procedure

• Drivers must refuel immediately upon returning to the terminal. (Drivers will receive individual fuel cards, for which they are responsible at all times. The fuel card is issued to the driver and not restricted to a specific vehicle.)

• Drivers working out of remote locations should refuel as needed.

• Drivers must remain at their vehicles within reach of the fuel nozzle while fueling to avoid any spills. (Fuel spills must be reported immediately.)

• Drivers must check fluid levels at each fuel stop.
Compensation and Benefits

Payroll

Employees will be paid on a weekly basis for work performed the previous week. Paydays are on Friday. Drivers will be paid on an hourly, flat rate or mileage basis depending upon the work performed. The rate of pay shall in no case be less than the minimum wage rate prescribed by law.

Atlantic Bulk Carrier also will reimburse to the driver any personal money used to pay for Company-related and approved expenses such as tolls or repairs, providing the driver furnishes a valid receipt along with related paperwork for that dispatch.

Withholdings

Atlantic Bulk Carrier will make the following deductions from each employee’s pay according to state and federal law:

- Social Security taxes
- Federal withholding taxes
- State withholding taxes
- Amounts stated in garnishment and child support orders as required by applicable law. If you are subject to a child support order, please notify Human Resources immediately and provide a copy of the relevant court order
- Other deductions that employee may request or that may be mandated by state or federal law.

Atlantic Bulk Carrier also will deduct from the driver’s pay any money advanced to pay for items such as personal expenses.

Benefits

Atlantic Bulk Carrier will provide certain benefits to all full-time drivers of equal seniority on an equal basis. Non-driver employees, who are full-time, may also be eligible for benefits. The benefit package may include:

- Medical insurance
- Life insurance
- Retirement plan
• Vacation
  (described in greater detail below)
• Holidays
  (described in greater detail below)
• Performance Bonus – (available to drivers only)
  (described in greater detail below)

The Company reserves the right to amend or terminate any of its benefit programs or to require or increase employee premium contributions towards any benefits with or without advance notice at its discretion. This reserved right may be exercised in the absence of a financial necessity.

• Vacation

Atlantic Bulk Carrier employees and drivers are eligible for vacation on the following schedule:

— One (1) week of vacation after one (1) year of continuous service;
— Two (2) weeks after five (5) years of continuous service;
— Three (3) weeks after ten (10) years of continuous service;
— Four (4) weeks after twenty (20) years of continuous service.

Employees will be paid for vacation based on that individual’s average weekly pay from the preceding year. (1/52 of previous 52 weeks.)

Vacation is subject to management approval and must be scheduled in advance.

Accrued but unused vacation may be carried over from year to year.

• Holidays

Atlantic Bulk Carrier will pay eligible employees and drivers eight (8) hours at his or her normal hourly pay rate for each of the following holidays:

• New Year’s Day
• Good Friday
• Memorial Day
• Independence Day
• Labor Day
• Thanksgiving
• Christmas Day
Employees are eligible for holiday pay only after they have been with the company for 30 days and only if available for duty the day immediately prior to and the day immediately after the holiday.

- **Performance Bonus**

Atlantic Bulk Carrier may, at its discretion, pay drivers an annual bonus for safe operations. Any Performance Bonus is an earned incentive to foster safe working conditions for Atlantic Bulk Carrier drivers, our customers and the general public. The availability and amount of any such Performance Bonus shall be determined in the sole discretion of the Company.

- **Absence from Work**

Atlantic Bulk Carrier does not provide time off to any employee beyond that outlined in this manual or prescribed by federal or state law. Employees requesting time off for personal matters or sick leave may take that time as part of their vacation, if available, or may be given time off without pay. Excessive absenteeism may be cause for dismissal.

All employees must request time away from work in writing and in advance, if possible, with the employee’s direct supervisor.

- - - - - - - - - - - - - -

The benefits provided by Atlantic Bulk Carrier are subject to change at the discretion of management and without prior notification.
General Employment Policies

EMPLOYEE CLASSIFICATIONS

Full-Time Employee:
A full-time employee is regularly scheduled to work at least thirty [30] hours per week. Full-time employees are entitled to receive benefits offered to staff members by the Company as long as they meet eligibility requirements for each benefit.

Part-Time Employee:
A part-time employee is regularly scheduled to work less than thirty [30] hours per week. Part-time employees are not entitled to benefits.

Exempt Employee:
Exempt employees are those who are excluded from overtime pay requirements and whose positions meet specific tests established by the Fair Labor Standards Act (“FLSA”). Exempt positions include executive, professional, administrative, outside sales, and certain computer-related professions.

Non-exempt Employee:
Non-exempt employees are those whose positions do not meet FLSA exemption tests and who are paid overtime for work in excess of 40 hours per week.

Drivers
Drivers are exempt from the overtime regulations of the Fair Labor Standards Act due to the fact that they are subject to the Motor Carrier Act regulations.

Nothing set forth herein or elsewhere alters the employee’s status as an at-will employee.

FAMILY AND MEDICAL LEAVE

Personal and family medical reasons may require you to take extended time off from work. The following is a summary of the Company’s policy and procedure for taking family and medical leave pursuant to the Family and Medical Leave Act of 1993 (FMLA). This policy is not all-inclusive of all rights and responsibilities under the FMLA.
The FMLA allows eligible employees to take a maximum 12 weeks of unpaid leave (26 weeks in the case of Servicemember leave) in a 12-month period. The 12-month period of the annual FMLA entitlement is a rolling 12 months measured backward from the first date the employee uses FMLA leave.

**Eligibility and Applying for FMLA Leave**

Any individual who has been employed by the Company for at least 12 months during the past seven years, and who has worked at least 1250 hours during the 12 month period immediately preceding the leave, and who works at a location where the Company has 50 or more employees within a 75-mile radius is eligible for FMLA leave.

You should contact the Company if you wish to know if you are eligible for FMLA leave, when you will become eligible, how much FMLA leave has been used or is remaining, and whether an absence will or should have qualified as FMLA leave.

To apply for FMLA leave, employees must complete the *FMLA Leave Request*.

**Reasons Qualifying for FMLA Leave**

- Birth of the employee’s child and to care for that newborn child;
- Placement of a child with the employee for adoption or foster care;
- To care for the employee’s spouse, minor child including a child age 18 or over who is incapable of self-care because of a mental or physical disability, or parent with a serious health condition;
- The employee’s own serious health condition which prevents the employee from performing his or her job; or
- Servicemember FMLA.

Leaves for the birth or placement of a child for adoption or foster care must be taken and concluded within 12 months after the date of birth or placement.

**Intermittent Leave**

When leave is taken after the birth or placement of a child, an employee may take leave intermittently or on a reduced schedule only if the Company’s business needs permit. Employees also are entitled to take leave intermittently or on a reduced
schedule when the leave is medically necessary for the treatment of, or recovery from, a serious health condition. Intermittent leave also may be taken to provide care or psychological comfort to the employee’s spouse, child or parent with a serious health condition. Employees needing intermittent or reduced-schedule leave must attempt to schedule their leave so as not to disrupt the practice's operations, subject to the healthcare provider’s approval. Employees who take intermittent leave may request a summary of leave taken and remaining no more than every 30 days.

Return to Work

Except for those designated as “highly compensated employees,” employees who take FMLA leave and return to work no later than the end of the 12-week period of leave are entitled to return to their former position or an equivalent position with equivalent benefits, pay and other terms and conditions of employment. However, no employee is guaranteed the right to return to the same position. The Company will make the determination as to whether a position is an “equivalent position.” The Company is not required to guarantee continued employment to individuals who are not eligible for FMLA leave.

Notice of Leave

If the need for leave is foreseeable, employees must notify the Company of the need for leave at least 30 days before the leave is to begin. If 30 days' notice is not practicable, the employee must notify his or her supervisor as soon as possible, typically within one or two working days of learning of the need for leave. This notice must also state the reason for the leave, the dates when the leave will begin, and when the employee expects to return to work.

Medical Certification of Leave

The employee must obtain a Certification of Health Care Provider form from the administrative office, have it completed by the treating healthcare provider, and return it to the Company. Failure to do so may delay the commencement of FMLA leave or leave may be denied. The information required on the Certification of Health Care Provider form includes the date on which the condition commenced, the probable duration of the condition, and the medical facts regarding the condition. If the leave is requested because of the employee’s serious health condition, the Certification form must state that the employee cannot perform the functions of his or her job. If the leave is needed to care for the employee’s
spouse, child or parent, that reason should be indicated on the form along with an estimate of the amount of time that will be needed.

The Company has the right to obtain second or third medical opinions after receipt of the Certification of Health Care Provider form.

The completed Certification of Health Care Provider must be returned to the practice no later than fifteen (15) calendar days after requested by the practice unless it is not practicable under the particular circumstances to do so and/or not possible despite the employee’s diligent good faith efforts. If the leave continues beyond the period stated on the Certification form, or if a serious health condition extends beyond a single leave year, or if the circumstances of the leave change, the practice may require recertification. For continuing, open-ended conditions, recertification may be required every six months.

In cases where leave is taken due to the employee’s own serious health condition, a fitness for duty certification from the employee’s health care provider releasing the employee to work with or without restrictions will be required before the employee is allowed to return to work. A fitness for duty certification also may be required for intermittent leave if reasonable safety concerns exist.

**Concurrent Use of Paid Leave and FMLA Leave**

An employee must use all available paid time and then short term disability (if available) during a period of FMLA leave. After the leave time has been exhausted, the remainder of the FMLA leave will consist of unpaid leave.

Absences and time off that are covered by Worker’s Compensation will be designated as FMLA leave if the absences qualify as such.

If both spouses are employed by the Company, the combined leave for the birth or placement of a child by adoption or to care for the employee’s parent who has a serious health condition shall not exceed 12 weeks.

**Insurance Benefits Coverage during FMLA Leave**

Insurance benefits, to the extent provided, will be continued during the period of FMLA leave. The employee will continue to participate in the Company’s benefit plans on the same basis as they would have, had they been continuously employed during the FMLA leave period. To continue health coverage during the FMLA
leave period, the employee must continue to make any contributions he/she made to the plan before the leave, if any. Failure of the employee to pay his/her share of the premium(s) may result in cancellation of coverage.

An employee who does not return to work after the leave period expires will be required to reimburse the Company for its payment of health insurance premiums during the leave period unless the employee does not return to work due to (1) the continuation, recurrence, or onset of a serious health condition of the employee or the employee’s immediate family member which would otherwise entitle the employee to FMLA leave; or (2) other circumstances beyond the employee’s control.

An employee will not be subject to retaliation or adverse action simply because the employee has chosen to utilize rights made available under the FMLA. The Company will not interfere with, restrain or deny the exercise of any right provided under the FMLA. If you believe that you might qualify for FMLA or have questions about FMLA, please contact the human resources department.

**Servicemember FMLA**

Eligible employees may take Servicemember FMLA leave for any one, or a combination, of the following reasons:

- A “qualifying exigency” arising out of an eligible employee’s spouse, child or parent’s active duty or call to active duty in the Armed Forces in support of a contingency operation; and/or
- To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member’s office, grade, rank or rating. This applies to a servicemember undergoing medical treatment, recuperation or therapy, who is in an outpatient status or otherwise on the temporary disability retired list, for a serious injury or illness. In this instance, the definition of an “eligible employee” is expanded to include the next of kin or nearest blood relative of the service member.

The duration of Servicemember leave is as follows:

- When leave is due to a “qualifying exigency,” an eligible employee may take up to 12 weeks of leave during any 12-month period.
• When leave is to care for an injured or ill service member, an eligible employee may take up to 26 weeks of leave during a single 12-month period to care for the service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.

“Armed Forces” includes the National Guard and Reserves.

JURY DUTY

An employee called to jury duty must notify his/her supervisor immediately.

An employee who serves as a member of a jury is permitted to be absent without loss of pay (with an offset for jury compensation received) and the absence is not charged to annual leave. If the employee is released from jury duty before noon, he/she is expected to report to work for the remainder of the day. Compensation received for a jury duty appearance will be offset against the employee’s regular pay as allowed by law. The employee is required to provide a statement from the court verifying the amount of compensation received for the jury service.

MILITARY LEAVE

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

The leave will be unpaid. However, employees may use any available paid time-off for the absence. Continuation of health insurance benefits is available as required by USERRA, subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. Vacation benefits will be suspended during the leave and will resume upon the employee’s return to active employment.

REASONABLE ACCOMMODATION OF DISABILITIES

Atlantic Bulk Carrier complies with the Americans with Disabilities Act and also complies with applicable state and local laws providing for nondiscrimination in
employment against qualified individuals with disabilities. The Company also provides reasonable accommodations for such individuals in accordance with these laws. A qualified employee or applicant under the Americans with Disabilities Act is one who is able to perform the essential functions of the job with or without a reasonable accommodation.

A qualified individual with a disability may make requests for reasonable accommodations to the human resources department. The Company will meet with the employee to discuss the precise limitations resulting from the disability and the potential accommodation(s) that the Company may make to help overcome those limitations. The Company may request medical documentation of the employee’s disability and need for the requested accommodation. A request for accommodation may be denied if the accommodation is not shown to be effective, places an undue burden on the Company or if the employee poses a direct threat to the health and safety of themselves or others.

CONFIDENTIALITY

The Company places a great deal of importance on maintaining the confidentiality of information. Information is an asset to Atlantic Bulk Carrier and is important to its ability to conduct its operations and remain effective.

All employees may have access to certain information, which may be considered confidential. Confidential information includes any information which was not intended to be disclosed to a third party whether inside or outside the Company, unless on a need-to-know basis. Confidential information includes, but is not limited to: personnel information, non-public information about programs, marketing, the Company’s financial information, customer information and customer lists.

Employees are not to disclose confidential Company information of any kind to any one inside or outside of Company who does not have a need or right to know.

Employees may be required to sign a non-disclosure/confidentiality agreement as a condition of employment or condition of continued employment.

Employees requesting clarification or having questions regarding confidentiality should direct them to their supervisor. Employees who violate this agreement may be subject to disciplinary action up to and including termination. Former employees may also be subject to legal action.
The duty to preserve confidential information continues even after an employee is no longer associated with Atlantic Bulk Carrier.

**USE OF THE COMPANY’S FACILITIES, OFFICE EQUIPMENT & SUPPLIES**

Atlantic Bulk Carrier’s supplies, copiers, facsimile equipment, other support equipment and support personnel are for the Company’s business and may not be used for personal needs without the prior approval of the Company.

Incoming and outgoing personal telephone calls during work hours should be confined to those that are absolutely necessary and must not interfere with work. Improper personal telephone use during working hours may result in disciplinary action up to and including termination.

**USE OF ELECTRONIC COMMUNICATIONS AND INFORMATION SYSTEMS**

All Company electronic communications systems, including telephone and facsimile equipment, PC workstations, notebook computers, related peripheral and communications equipment, operating systems, internet access, electronic mail usage, workstation software and applications software are the property of Atlantic Bulk Carrier and should be used primarily for Company-related purposes. Only employees are authorized to utilize the Company’s electronic communications systems. Employees may not use unauthorized codes, passwords, or other means to gain access to another employee’s voice mail, e-mail or other communications system information.

The utilization of the Company’s electronic communications systems for personal interest is a limited benefit provided by Atlantic Bulk Carrier. Personal use of the Company’s electronic communications systems may occur only during an employee’s personal time (e.g. lunch, after business hours). Misuse of this limited benefit, or any other provision of this policy, could result in disciplinary action up to and including termination.

The Company’s electronic communications systems, e-mail, the Internet and other information systems of Atlantic Bulk Carrier should not be used in a way that may be disruptive, offensive or harmful to others, or may bring disrespect upon the Company. Specifically, the Company strictly prohibits any display or transmission
of material that could be construed as creating a hostile work environment or would be considered offensive to others. This includes sexually explicit or obscene images, messages or cartoons, or the transmission or use of e-mail communications that contain ethnic slurs, racial epitaphs or anything that could be construed as harassment or disparagement of others based on their race, color, national origin, sex, age, disability, religion/creed, veteran status, citizenship, marital status or any other basis prohibited by law. Access to sexually explicit or offensive Internet sites is strictly prohibited.

All electronic equipment referenced herein is considered Company equipment. Atlantic Bulk Carrier reserves the right to search or review any information stored on such equipment, at any time, with or without notice to the employee. All employees consent to such searches or review of information as a condition of employment.

Use of personal electronic and communications equipment during work hours is permitted, but only during an employee’s break time(s). As a general rule, personal business should not be conducted during regular working hours, while on Company premises, or by using the Company’s equipment or supplies.

As with all Company policies, this policy may be modified by Atlantic Bulk Carrier at any time. Violations of this policy can result in disciplinary action, up to and including termination.

**Disciplinary Practices**

Atlantic Bulk Carrier will deal directly and fairly with all its employees in terms of disciplinary measures. The following information is provided as a general guideline for disciplinary practices and does not constitute an employment contract or alter the at-will employment status of all employees.

This information includes, without limitation, a list of possible types of infractions and potential disciplinary measures. The Company retains discretion to administer discipline as circumstances warrant or as the company determines appropriate.

- **Preventable Crashes:**
  - First: Letter of reprimand, possible suspension, depending upon the circumstances surrounding the accident.
  - Second within a 12-month period: One-week suspension without pay.
  - Third within a 12-month period: Termination of employment.
*(Crashes are described in detail elsewhere in this manual.)*

- **Preventable Incident:**
  - First: Letter of reprimand
  - Second within a 12-month period: One-week suspension without pay.
  - Third within a 12-month period: Two-week suspension without pay, possible termination, depending upon the circumstances.

*(Incidents are described in detail elsewhere in this manual.)*

- **Violation of Company Policy or Non-performance:**
  - Disciplinary action will depend upon the nature of the incident and the circumstances surrounding the violation of the Company policy or non-performance. Disciplinary action may include reprimand, suspension or termination, at the discretion of Atlantic Bulk Carrier.

Any preventable crash, preventable incident, non-performance or violation of Company policy will affect a driver’s eligibility for a Performance Bonus.
Training

General

Atlantic Bulk Carrier will provide training to its employees on Company policies and procedures. Drivers also will receive training on basic loading and unloading of commodities transported by the Company and will have a period of training with an experienced driver prior to being given individual dispatch. All drivers must participate in this training and request additional training if they feel it is necessary to safely and effectively complete an assigned dispatch.

Hazardous Materials Training

All employees slated to carry hazardous materials will undergo basic hazardous materials training at or near the time of hire. Drivers available to transport hazardous materials must undergo periodic training pursuant to Federal guidelines.

Loading and Unloading

The following information applies to the general process of loading and unloading of materials transported by Atlantic Bulk Carrier. This information should not be considered a comprehensive guide to loading or unloading hazardous or non-hazardous materials.

- The minimum required safety gear drivers must wear for all loadings and unloadings is a hard hat, safety glasses or goggles, work shoes and long pants. You must have and wear this gear at all times while out of your vehicle at a customer site.

- Prior to unloading, always have a customer representative approve all connections and sign the Atlantic Bulk Carrier bill of lading which states:

  “I have examined all documents and they are correct. I have inspected and approved the hook-up for unloading. I certify that our silo or tank has room to accept this delivery.”

Note: If you do not have the above statement signed prior to unloading and deliver product to the wrong holding tank, you will face disciplinary action up to and possibly including immediate discharge.
• Always read and comply with all safety information provided by the Company, the shipper and receiver.

• Pay particular attention to information provided by the shipper in regards to all hazardous materials loads. The shipper should provide a Material Safety Data Sheet on all hazardous materials loads. (If the shipper does not provide an MSDS with a hazardous materials load, contact your dispatcher immediately.)

• You must remain in attendance at your vehicle at all times while unloading. “In attendance” means being at or near the tractor-trailer unit, but not in the sleeper berth.

• Never open manhole covers or on a pressurized tank.

• Do not drum or assist in drumming corrosive materials.

• Do not pump corrosive materials.

• Do not air off-load flammable materials.

• All loads must have product weights. This weight must be provided by the shipper or calculated by weighing the tractor-trailer unit both light and heavy.
Reporting Requirements

Reporting to Dispatch

- Drivers must report to Dispatch at the following times:
  - Immediately after unloading
  - No later than 1700 hours (5 p.m.) Monday through Friday
  - No later than 1200 hours (noon) on Saturday

- Drivers using vehicles equipped with satellite communications equipment must use that equipment to report the following events:
  - Arrival at shipper
  - Departure from shipper
  - Arrival at Consignee (receiver)
  - Departure from consignee (receiver)
  - Evening check call

- Drivers in vehicles equipped with satellite communications equipment also may use that equipment to report events such as crashes, breakdowns or spills. Electronic reporting will not take the place of reporting requirements outlined elsewhere in this manual.

- Drivers must report any delays in meeting scheduled pick-up or delivery times to Dispatch at the earliest possible time. In no case should notification of a late pick-up or delivery be made to Dispatch after the appointed time for that pick-up or delivery.

- Drivers must report any mechanical or equipment problems at the earliest possible time.

- Drivers must report any product spill, regardless of size or amount, to Dispatch before leaving the scene.

Reporting to Safety Director

- Drivers must report any hazardous material product spill to the Safety Director at the earliest possible time.
- Drivers must report any crash or injury to the Safety Director prior to leaving the scene, if possible. (Crash reporting procedures are covered in detail in the A/I Reporting Procedures section of this manual.)

- Drivers must report any damage to Company equipment at the earliest possible time. This includes, but is not limited to, damage noted during a pre-trip inspection or damage done while on a dispatch.

- All injuries or equipment damages, regardless of how small, must be reported in writing as soon as possible following the incident and always within 24 hours.
Safety Program

Administration

The Atlantic Bulk Carrier Safety Program covers all Company employees.

The Safety Director administers the Company’s Safety Program. The Safety Director reports directly to the Company President. Along with the Safety Director, the Shop Foreman, the Trailer Foreman and Operations personnel assist in planning, implementation and execution of the Safety Program.

All questions concerning the Safety Program should be directed to the Safety Director.

Drivers Meetings

Drivers Meetings will cover topics related to safety, efficiency and performance. These topics relate directly to each driver’s job and may include changes to company policies and practices. Therefore, driver participation is strongly encouraged.

Safety and Health

Our goal is to furnish employees a workplace free from recognized hazards and in full compliance with applicable Occupational Safety and Health Act (OSHA) standards. Employees are therefore expected to conduct themselves to maximize safety for themselves and other employees.

Employees should be familiar with and observe at all times the OSHA requirements and other safety rules applicable to their jobs. If you are not familiar with or do not understand the applicable rules, insist that your supervisor explain them to you. Make sure you know and understand the rules applying to a particular job or machine before you begin to do the job or operate the machine.

Employees who believe that a condition is unhealthy or unsafe should report such observations immediately to their supervisors.

Employees who have or suffer illness or injury, whether or not work-related, that affects their ability to do their jobs or the health or safety of themselves or other employees should promptly report that to their supervisor and make a written report of the incident. Employees who observe such injury or illness in others should promptly report such facts to their supervisor or the affected employee’s supervisor. This rule also applies if and when any employee is affected by any drug
or medication that adversely affects their ability to do their job safely, and when an employee has reason to believe that another employee is so affected.

Be attentive in safety meetings and training provided on Company policy, rules, and regulations regarding safety. Cooperate in routine safety inspections and incident investigations.

**Work Related Injuries**

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related illness or injury, you are covered by workers compensation insurance. The amount of benefits payable and the duration of payment depend on the nature of your injury or illness.

You must inform Atlantic Bulk Carrier immediately if you have a work related injury or illness. This rule applies whether or not you think the injury is serious and whether or not you think it requires treatment. Failure to promptly notify the Company of your injury or illness could impact your eligibility for benefits. All injuries, including minor First Aid and near misses, must be reported promptly. If medical treatment is necessary, it can be provided through the panel of physicians provided by the Company. Failure to choose from this panel of physicians may result in the employee assuming responsibility for payment of medical services.
Crashes and Incidents

Atlantic Bulk Carrier adheres to the definition of a preventable accident as proposed by the National Safety Council. That definition is as follows: An accident or incident in which the driver failed to do everything reasonable to prevent the accident or incident.

The Safety Director will use this definition as a guide for determining the preventability of all accidents and incidents.

Reporting Procedure

In case of a crash or collision, drivers must do the following:

- **Stop immediately**: Failure to stop is a serious violation. Do not leave the scene unless instructed to do so by authorities or unless failure to move would create further problems.

- **Secure the area**: Turn on 4-way flashers and set out triangles.

- **Check for Injuries**: Do not move the injured unless they are in immediate danger.

- **Notify the police**: In any accident involving property damage or injuries, notify the state of local authorities.

- **Contact Safety Director**: In any accident, contact the Director of Safety at O) 804-932-1101; Cell) 804-651-6635; H) 804-288-9776. If you cannot do this, alert the authorities to do so.

- **Complete an A/I report form**: Complete the report form on the following page and present it and all related paperwork directly to the Safety Director.

Communicating with authorities and others involved

- Answer questions only from authorities and to the best of your ability.

- Do not admit fault.

- Be sure to get names and phone numbers of all witnesses, if possible.

- If another driver involved admits fault, make note of that and communicate that to authorities and to the Safety Director.
• Do not argue with authorities or others involved.

• Do not talk to the press; refer all questions to the Safety Director.

**Drug testing**

• In case of death, an injury requiring treatment away from the scene or if any vehicle involved in the crash is towed away, the driver may be tested immediately for drug and alcohol usage.

• Employees also face drug and alcohol testing following any injury while on the job.

• Atlantic Bulk also may require drug and alcohol testing for any non-reportable crash, mis-delivery or product contamination.

**Investigation & Analysis**

Because crashes and injuries are costly to the Company and its employees in terms of damaged equipment, lost time and related costs, Atlantic Bulk Carrier strives for the most safe and efficient operations. The following guidelines will apply to the investigation and analysis of all crashes and incidents involving Company employees and equipment.

**Investigation**

• All crashes and incidents will be investigated by the Safety Director either at the scene or through documentation supplied by the driver involved, local or state authorities, customers and witnesses.

• All employees involved in any reportable incident must as soon as practical supply written documentation of the incident and any related paperwork.

**Analysis**

The Safety Director will analyze all crashes and incidents to determine preventability. The analysis will include, but is not limited to, the following:

• On-site analysis, if possible, of the road conditions and potential hazards as they relate to the accident.
• Review all relevant paperwork, including the driver’s statement and reports generated by state and/or local authorities responding to the scene.

• Review results of drug and alcohol tests conducted following the incident, if applicable.

• Review driver’s record of duty status logs.

• Review all electronic records in regards to vehicle operation and hours of service.

Drivers may request a review by senior management of the Safety Director’s decision regarding the preventability of an accident.
Bills of Lading

All drivers must complete a bill of lading for each separate dispatch. This bill must be returned to Operations immediately upon returning to the terminal or, for drivers working from remote terminals, be sent to Billing before the end of the pay period.

A copy of a bill of lading must include the following information:

- **Atlantic Bulk Carrier bill of lading number**
- **Shipper information**
  - Name
  - Street address of the shipper
  - Shipper number, if applicable
  - Signature of shipper representative following completion of loading
  - Date of pick-up
  - Pick-up number, if applicable
- **Consignee information**
  - Name and street address of the consignee
  - Date of delivery
  - Delivery number, if applicable
  - Signature of consignee’s representative prior to unloading
- **Driver and equipment information**
  - Driver’s name
  - Tractor number
  - Trailer number
- **Commodity information**
  - Name of commodity. If hazardous, the Identification Number, the Proper Shipping Name, Hazard Class and Packing Group of the product plus the necessary emergency information must be included on the bill of lading
- **Recording pick-up and delivery information**
• Date and military time for arrival and departure from shipper
• Date and military time for arrival and departure from consignee
• A complete explanation of demurrage time while loading and while unloading (If possible, have demurrage signed by the customer.)
• Gross, tare and net weights, if required as part of the dispatch
• Signature of the consignee attesting to the correct product being delivered to the correct holding tank (This item is covered elsewhere in this manual.)

**Recording mileage**

Drivers must record all miles driven in Company vehicles, including bobtail and deadhead miles, on a separate bill of lading for each dispatch.

The following information must be included when recording mileage on bills of lading:

• Major routes of travel through each state
• Odometer reading at the beginning and ending of each dispatch
• Odometer reading at each state line crossing
• Odometer reading at each change of status (i.e. loaded, empty, bobtail)
• Name of city or town at major stops during the dispatch (i.e. place of loading, place of unloading, tank wash)

**Out-of-route movements**

All drivers must include on each bill of lading out-of-route movements for activities such as repairs, road closings, etc. This information must include, but is not limited to, the following:

• Any and all movements outside of the direct dispatch (i.e. out-of route mileage for repairs, travel to a tank wash, trailer spotting, etc.)
• Any additional information to complete the dispatch and fully explain your movements.
Related paperwork

Supplemental paper work

Any and all supplemental paperwork provided to the driver either by the Company or by customers in regards to a dispatch, including material safety data sheets and pick-up and delivery checklists, must also be returned with the bill of lading.

Toll receipts

When approved, drivers crossing toll roads and receiving receipts for this travel must return these receipts to the Company along with the bill of lading for that trip. Drivers must write their name and the Atlantic Bulk Carrier bill of lading number on the receipt and attach it to the bill of lading when submitting it to the Company.

Scale tickets

Drivers required to weigh a load as part of the regular dispatch must return the scale tickets with the bill of lading. If the load was weighed at a public scale and the driver paid for the weighing out of personal money, the driver must include his or her name and the bill of lading number on the scale ticket and submit it with the bill of lading for reimbursement.

Weight tickets

All loads must have product weights. This weight must either be supplied by the shipper or by the driver by weighing the tractor-trailer unit both loaded and empty.

A bill of lading will not be considered complete until all of the preceding information has been supplied. Incomplete bills of lading may result in your pay being delayed or inaccurately calculated.
Resignation or Termination

A stable workforce benefits the Company and all its employees. To foster a more stable workforce, the following rules apply to resignations and involuntary terminations:

**Resignation**

- Any driver who accepts a dispatch but then fails to complete that dispatch without just cause shall be considered to have resigned effective immediately.

- Any driver who refuses a dispatch without just cause (i.e. lack of available hours) shall be considered to have resigned effective immediately.

- Any driver who does not report for dispatch within an acceptable period of time pursuant to the guidelines elsewhere in this manual shall be considered to have resigned. The acceptable period of time for reporting for duty shall be no more than 24 hours following the most recent reporting period.

**Termination**

- Any employee found tampering with or abusing Company equipment or property will face disciplinary action up to and including possible termination.

- Any employee showing discourtesy to a customer will face disciplinary action up to and including termination.

- Any driver found violating any provisions outlined in this manual may face disciplinary action up to and including termination.
Consequences of Resignation or Termination

- Any employee who resigns without first giving two weeks’ notice shall forfeit any accrued vacation time any other unearned monies or benefits.

- Any employee leaving the Company must return all materials issued by the Company, including, but not limited to, safety gear, fittings and Driver’s Manual. To the extent permitted by law, the cost of any unreturned equipment may be charged to that employee and withheld from any final paycheck.

- Atlantic Bulk Carrier will provide to any prospective employer information on a former employee based upon federal requirements. Atlantic Bulk Carrier will provide any requested information on former employees who provide a written release form. The Company generally does not provide letters of reference.

- All employees agree to keep confidential all information regarding the Company, its operations, customers and employees at all times during and subsequent to employment.

- Any employee who leaves the Company and subsequently returns will be treated as a new employee in terms of seniority, pay and benefits.
EMPLOYEE MANUAL ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the Atlantic Bulk Carrier Employee Manual. I understand that I am expected to adhere to the policies set forth in this Manual. I understand, however, that the policies in this Manual are not terms or conditions of employment, that these policies may be changed unilaterally by the Company from time to time, and that there may be other things expected of me that are not reflected in the Manual. I also understand that nothing in this Manual creates an express or implied contract of employment and that my employment is “at will” and may be terminated, either by myself or by the Company, at any time.

SIGNATURE: ______________________________

NAME (print): ______________________________

DATE: ______________________________