

JAGGED EDGE ENTERPRISES LTD
DRIVER'S HANDBOOK
5/18/2012

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INTRODUCTION

The following handbook has been written to be used in conjunction with the Robert Heath Trucking, Inc. Employee Handbook. This driver's handbook should further clarify the personnel and operational policies for drivers of this company. Each driver is responsible for periodically reviewing and maintaining the knowledge of these policies and procedures. Further, employment with Robert Heath Trucking, Inc.(as a driver) is based on a terminable "at will" relationship.

Nothing in this driver's handbook (a supplement to the employee handbook) should be construed as a written or implied employment contract nor a promise of continued employment. This handbook does not represent an employment contract.

EMPLOYMENT ELIGIBILITY

The following will be considered minimum requirements in order to be employed or maintain employment as a driver with Jagged Edge Enterprises LTD:

1. Minimum age of 25 years (considerations will be made for 23 or 24 years old with extensive experience).
2. 1-2 year(s) of current over the road diesel tractor and trailer driving experience preferred. Driving experience with refrigerated trailers is preferred.
3. Meets all DOT regulations pertaining to driver qualifications and must have reasonable, comprehensive knowledge of FMCSA regulations pertaining to driver actions and responsibility.
4. Must pass all DOT required physical exams and drug/ alcohol tests.
5. Must be insurable and have no more than four citations for moving violations and/or accidents within the past three years.

DOUBLE OPERATION

1. It has become impossible to always run solo. On a double operation, drivers will comply with all applicable DOT logging rules and regulations.
2. When we have a driver that we feel is not capable of driving solo, he or she will run double. If an employee refuses to run double, the company at its sole and absolute discretion will terminate the employment of the employee who refuses to run double.

SECURITY BOND

Drivers for Robert Heath Trucking, Inc. are entrusted with equipment and cargo of immense value. It is the policy of Robert Heath Trucking, Inc. to require a security bond on each driver. This bond is established to pay debts, fines, shortages or for any damages incurred to equipment or cargo for which the driver is responsible.

Each driver is responsible for posting a bond of \$1,000. This bond may be established by paying cash or through payroll deduction of not less than \$30.00 per week. The bond is to be maintained throughout the employment with Robert Heath Trucking, Inc. If the bond has any charges made against it, it will need to be replenished from payroll deductions. For owner/operators, straight interest will be paid quarterly based on the three month average of new three month U.S. Treasury Bill issues. Upon termination of employment, the security bond will be refunded according to the following procedures:

1. A seven day written notice of intent to terminate is to be submitted to the driver's immediate supervisor.
2. All logs and paper work must be properly completed and submitted on the final day of employment.
3. All keys and other equipment issued during employment must be returned in proper working order. Failure to return such equipment will result in the following charges to the last pay cheque:
 - a. Charges for pre-employment drug-test for drivers if terminated/resigned within 6 months _____ \$85
 - b. Employee and Drivers Handbook _____ \$ 50
 - c. Driver Equipment as listed below :
 - I. Truck Keys _____ \$150
 - II. yard remote _____ \$250
 - III. Truck Binder _____ \$100
 - IV. Fuel cards _____ \$100/card
 - V. all misc. equipment
 - VI. Bills of Lading _____ \$15/BOL

4. Medical insurance ID cards and driver's medical and qualification cards are returned.
5. Truck expense funds are submitted and any amounts due the company are returned. Truck expense fund advances that are not reconciled will be deducted from the security bond and/or payroll check.
6. All claims on hauled load must be received.

Drivers who are involuntarily terminated must meet the above criteria with the exception of the seven day notice in order for the surety bond to be refunded.

To accomplish the above items and ensure no additional charge backs will become necessary Jagged Edge Enterprises LTD has **45 days** to return the withheld wages.

Appendix III Authorization to Withhold Wages for Security Bond must be signed and returned to begin employment

See Appendix IV for Acknowledgement of Receipt of Driver's Equipment

DRIVING RECORD AND CITATIONS

A driver, at the sole and absolute discretion of the company, is subject to immediate termination if he/she becomes uninsurable or causes an increase in insurance rates. A new driver, at the sole and absolute discretion of the company, is subject to termination if incorrect driving information is given at the time of employment. Citations issued for over-weight violations will be the driver's responsibility when the loaded unit was not properly weighed before departure.

All other citations will be the driver's responsibility. It is company policy that the citation be paid by the company and reimbursed by the driver through payroll deduction. This provides documentation of the payment if there is ever a question about the payment of the citation. All moving violations are to be reported to the Safety Director in order for the proper documentation to be completed.

PASSENGER AUTHORIZATION

A 48 hour notice is required to receive authorization for a passenger (limited to one (1) passenger) to ride with any driver. Part of the authorization process includes completion of the "Passenger Authorization and Application for Passenger Accident Coverage" and "Passenger Authorization Hold Harmless Agreement" forms by the appropriate parties. Accident insurance coverage must be carried for any passenger.

Jagged Edge Enterprises LTD reserves the right to refuse to transport any passenger. Drivers found to be carrying any unauthorized passenger will be, at the sole and absolute discretion of the company, subject to disciplinary action including but not limited to suspension and/or termination.

PHYSICAL EXAMINATIONS

After passing the pre-employment physical, each driver must be re-certified every two years or as deemed necessary due to a physical or mental impairment which interferes with the ability to perform normal duties according to the established Department of Transportation physical condition standards. Each driver is required to carry either the original medical card or a copy of the card while on duty. The cost associated with the pre-employment physical and all other tests will be withheld from the final pay check of drivers who resign or are terminated within the first six months of employment.

DRUG AND ALCOHOL USE AND TESTING FOR DRIVERS

Robert Heath Trucking, Inc. has a compelling obligation to eliminate illegal drug use or alcohol miss-use within its work place to assure the safety of its drivers and the public. The company mission cannot be accomplished by employees who are impaired through the illicit use of drugs or miss-use of alcohol. It is the policy of Jagged Edge Enterprises LTD to:

- 1: Follow the minimum guidelines of the Department of Transportation regarding substance abuse and testing
- 2: At the sole and absolute discretion of the company conduct additional drug/alcohol testing to maintain a higher level of compliance than the minimum levels prescribed by the DOT.

Frequency, Nature and Type of Testing

The following are the times that drivers may be subjected to both drug and alcohol testing: pre-employment, random, reasonable suspicion, post accident, and/or unsafe practice or as deemed necessary by management.

Company policy for drug testing includes any and all specimens that qualify for laboratory testing to identify illicit/illegal drugs or misuse of prescription drugs to include but are not limited to the following:

- **URINE**

ZERO Tolerance on all the controlled substance

See Employee Handbook CHAPTER 10 for full Alcohol and Drug Policy

Pre-employment Testing

All applicants who are offered employment with Robert Heath Trucking, Inc. will be required to complete a drug screen set up at Dennings Health Management.

Random Testing

Random testing will be conducted in a manner that each driver will have the same chance to be selected for a urine drug and/or alcohol screen each time an unannounced testing is performed. Unannounced testing will be frequent enough to comply with Department of Transportation random testing requirements.

- Drivers will be notified that the breath test and/or the urine collection is to be submitted and will proceed to the collection/test center location as designated.
- The driver's supervisor shall explain that the driver has been randomly selected for drug/alcohol screening and is under no suspicion of drug or alcohol use.
- Deferral of testing will be allowed only if the driver is on leave status (sick/ medical, vacation or family) or is not available to test because he/she is on the road and will not return before the clinic closes.
- A driver whose random test is deferred will either have his/her name put back into the random selection pool or held out and kept confidential until the driver returns to duty.

Reasonable Suspicion

The company shall require a driver to submit to an alcohol/drug test when the company has reasonable suspicion to believe that the driver has violated the prohibitions concerning alcohol and/or drugs. The company's determination that reasonable suspicion exists must be based on specific, contemporaneous, articulable observations concerning appearance, behavior, speech or body odor. The required observations shall be made by a supervisor or company official who is trained in accordance with DOT rules and regulations.

Post Accident or Unsafe Practice Testing

A driver who is issued a citation for a moving violation after the investigation of a reportable accident (an accident for which there is a fatality, medical treatment must be given away from the scene, or either vehicle must be towed) will be required to submit to a urine drug screen as soon as possible and within 32 hours. Alcohol testing must be completed within two hours. Drivers who are involved in on the job accidents or engage in unsafe, on duty, job related activities that pose a danger to self or others or the overall operation may be subject to testing. The following are examples of injury or damage that would be reason to test: a death or personal injury requiring immediate medical attention or damage to equipment or property.

Failure to Appear or Refusal to Test

Failure to appear (without deferral) or refusal to test under any of the above mentioned circumstances will be considered a voluntary resignation from the position that will be immediately effective and the refusal to test will be reported as a positive to any lawful authority.

Justification of Positive Result

A driver will be contacted by or may be asked to contact a Medical Review Officer to discuss a positive result. The driver will be given the opportunity to present any relevant medical information that would justify the positive result. Such justification may include, but is not limited to, a valid prescription. If the Medical Review Officer determines that there is no justification for the positive result, the Officer will immediately contact the appropriate company official with the result. All DOT rules and regulations regarding SAP referral, evaluation, and treatment will be followed.

Employee Assistance Program

All drivers and supervisors will be educated about the effects and consequences of controlled substance use on personal health, safety, and the work environment. Designated supervisors and company officials will be trained to recognize the manifestations and behavioral changes that may indicate controlled substance abuse.

Use of Prescription Drugs or Alcohol

The legal use of prescription drugs is permitted on the job to the degree that they do not interfere with the safe operation of the vehicle. A driver should ask his/her physician about the safe operation of a vehicle when a prescription is received. Notification of the use of prescribed controlled substances is required of all drivers in order to determine if the safe operation of a vehicle is possible.

Driving any company vehicle is prohibited under the following circumstances:

1. While using alcohol,
2. Within eight hours after using alcohol,

Confidentiality

The results of any alcohol or drug test will be considered confidential and only those individuals who have

a legitimate need to know will have access to test results. Each driver will be asked to sign an authorization to be tested and an authorization to release medical information prior to each test. Refusal to sign the release will be considered a voluntary resignation to be effective immediately. Department of Transportation regulations concerning the release of drug testing information to prospective employers will be followed.

CHAPTER 1 – Compensation & Driver Policies

General Information

Wages will be paid monthly upon a percentage rate. There are few matrices included in the Appendices that are the basis for rate. Drivers will be paid for miles turned in with trip envelopes by Monday at 12:00 PM (noon) for payroll to be processed on Wednesday. Mileage not turned in on Monday will not be paid until the next pay cycle unless requested as Estimated Mileage Pay, but this should not become a habit and trip envelopes must be turned in to receive full pay and calculate truck expenses.

Explanation of Pay Scale

At Jagged Edge we base our pay scale on three factors:

1. Equipment Type
2. Seniority .

Equipment Type

We operate a variety of late model tractors with different year models, makes, and engine types and depending on your tractor assignment, your pay scale will be changed. Each classification of tractor has a specific fuel mileage target and your pay scale will depend on where your fuel mileage falls in relation to that target.

Seniority

Here at Jagged Edge we value our employees loyalty and the longer you are employed at Robert Heath the greater increase in compensation you will receive based on your term of employment.

SEE APPENDIX FOR THE PAYSCALE BREAK DOWN

CHAPTER 2 – Equipment

General Information and Expectations

Jagged Edge operates only late model tractors and trailers utilizing the newest, proven green technologies. All tractors are equipped with APU units for driver comfort and to reduce hazardous emissions. We are furnishing you with the best equipment available and we expect it to be taken care of accordingly.

We expect all drivers to maintain their tractors and provided equipment in a clean and professional manner. This includes keeping Cabs and Sleepers clean and free of trash. Additionally, if a driver terminates his/her employment and does not clean up the tractor to the satisfaction of Jagged Edge Enterprises LTD the driver will be fined \$100.00 for clean up.

1. Reflectors
2. Flares Qty. – 3
3. Fire Extinguisher
4. Tire Gauge

Pre-Trip Inspections

All drivers are required to perform a complete pre-trip inspection at the beginning of each trip/every day. On any damage inform the Jagged Edge. All old damage will be marked by the Skyline Diesel with a marker and if new damage is discovered notify Dispatch immediately. A report may need to be filled out at the pick up location and might require that pictures be taken.

Maintenance

1. If you have any maintenance problems, please call Dispatch immediately during business hours. After hours in emergency situations call Iqbal Gill. Regardless of the time someone will be on call to assist you.

1. Check oil and water in the TRACTOR daily. If low, add oil or water to the full mark.
2. Check the air pressure in all tires daily with a gauge @ 100 psi minimum.

Preventative Maintenance or PM

Jagged Edge Enterprises LTD has implemented a new preventative maintenance program along with the scheduled maintenance since it is very crucial to us to pass the CVSA (roadside inspection). Every truck and trailer running under Jagged Edge Enterprises LTD NSC is required to follow this plan. We have an understanding with Skyline Diesel Truck and Trailer Repair to do a **mini-CVIP** every two months other than the regular scheduled maintenance on the all the units. It would have to be done prior to prior to the 30th of every other month. It would the follow as such mini CVIP at 2 month, mini CVIP at 4 months and then complete CVIP at six months. Of course, these mini CVIP's don't replace the scheduled maintenance on any of the units. It is the driver's responsibility to drop off the unit at Skyline Diesel when the mini CVIP has come due.

Abuse to Equipment

If we find that you have abused the equipment, the company at its sole and absolute discretion will expect you to pay for the repairs. Failure to pay for repairs due to damage caused by you will result, at

the sole and absolute discretion of the company, in termination of employment.

CHAPTER 3 – Safety

Safety is the number one priority at Jagged Edge Enterprises LTD, Inc. All drivers whether company or owner operator are required to follow all Hours of Service rules and regulations and perform all functions with safety as their number one consideration. Unsafe driving practices will not be tolerated and to accomplish a high level of safety Robert Heath Trucking, Inc. has implemented several technologies and policies. Furthermore, a brief summary of the Safety Management Plan & CSA 2010 Compliance and Enforcement Program is included so you will be familiar with its criteria and requirements.

Standards for the US

Safety Management Plan & CSA 2010 Compliance and Enforcement Program

Comprehensive Safety Analysis 2010 (CSA 2010) is a major Federal Motor Carrier Safety Administration (FMCSA) initiative to improve the effectiveness of FMCSA's compliance and enforcement programs. The goal of CSA 2010 is to better use FMCSA resources to identify drivers and motor carriers that pose safety problems and then to intervene and address those problems as soon as they become apparent. CSA 2010's measurement system groups safety performance data into the following seven categories called BASIC's – Behavioral Analysis Safety Improvement Categories:

1. Unsafe Driving
2. Fatigued Driving
3. Driver Fitness
4. Controlled Substances/Alcohol
5. Vehicle Maintenance
6. Improper Loading/Cargo
7. Crash Indicator

To address each of these categories, Robert Heath Trucking, Inc. has defined and implemented the following corrective actions:

NOTE: Infractions are counted if they are written as warnings or tickets, identified during an internal audit, or written up on a DOT inspection. Once 36 months has elapsed from the infraction date, the infraction will no longer be counted against the driver's performance. Each individual BASIC category carries its own corrective action measures, but NO driver will be permitted to have a combined record of involvement in more than six (6) infractions during any 36 month period, in any of the seven BASIC categories.

Unsafe Driving

If a driver receives an infraction associated with any of the following violations:

- Speeding related (i.e. speeding, scheduling run to necessitate speeding, using or equipping a CMV with radar detector, etc.) & railroad crossing violations such as failure to stop or have sufficient clearance

The following corrective action measures will be followed:

First Offense: Written warning and training will be provided specific to the infraction received.

Second Offense: Face to face counseling, up to a 5-day disqualification period, and additional training will be provided specific to the infraction received.

Third Offense: Written notice of possible termination of employment or termination of the Independent

Contractor Agreement at the sole and absolute discretion of the company.

If the driver receives an infraction associated with any of the following violations:

- Moving Violation (i.e. failure to obey a traffic device, following too closely, improper lane change, improper passing, improper turns, failure to yield right of way, failure to use seat belt while operating CMV, failure to use hazard warning flashers, etc.)
- Unauthorized passenger on-board CMV
- Other violations of state and/or local laws, ordinances, or regulations

The following corrective action measures will be followed:

First Offense: Written warning and training will be provided specific to the infraction received.

Second Offense: Face to face counseling and additional training will be provided specific to the infraction received.

Third Offense: Face to face counseling, up to a 5-day disqualification period, and additional training will be provided specific to the infraction received.

Fourth Offense: Written notice of possible termination of employment or termination of the Independent Contractor Agreement at the sole and absolute discretion of the company.

*Any infraction associated directly with either Careless or Reckless Driving could result in immediate termination of employment or termination of the Independent Contractor Agreement.

Fatigued Driving

If a driver receives an infraction associated with any of the following violations:

- Hours of Service (HOS) Violation (i.e., 11; 16; 10; 34; 15; 60/70/80-hour rule violations, drivers' record of duty status not current, etc.)
- Other Hours-of-Service (HOS) violations of state and/or local laws

The following corrective action measures will be followed:

First Offense: Written warning and training will be provided specific to the infraction received.

Second Offense: Face to face counseling and additional training will be provided specific to the infraction received.

Third Offense: Face to face counseling, up to a 5-day disqualification period, and additional training will be provided specific to the infraction received.

Fourth Offense: Written notice of possible termination of employment or termination of the Independent Contractor Agreement at the sole and absolute discretion of the company.

Driver Fitness

If a driver is aware that he/she is in jeopardy of suspension or loss of his/her CDL, he/she must immediately notify Robert Heath Trucking, Inc. Failure to do so is considered serious misconduct and could result in termination of employment or termination of the Independent Contractor Agreement.

Drivers must also report all warnings or tickets (written to the driver) to Robert Heath Trucking, Inc. and arrange to pay the ticket before its due date or the date of conviction. Failure to do so is considered serious misconduct and could result in termination of employment or termination of the Independent Contractor Agreement at the sole and absolute discretion of the company.

If a driver receives an infraction associated with any of the following violations:

- No medical certificate in driver's possession
- Expired medical examiner's certificate
- No doctor's certificate in possession

The following corrective action measures will be followed:

First Offense: Written warning and training will be provided specific to the infraction received.

Second Offense: Face to face counseling, up to a 5-day disqualification period, and additional training will be provided specific to the infraction received.

Third Offense: Written notice of possible termination of employment or termination of the Independent Contractor Agreement at the sole and absolute discretion of the company.

Controlled Substances/Alcohol

Possession and/or use of controlled substances and alcohol are addressed in the Drug and Alcohol Section of the Employee Handbook. If a driver receives an infraction associated with the possession and/or use of drugs or alcohol the following corrective action measure will be followed:

First & Final Offense: Immediate termination of employment or termination of the Independent

Vehicle Maintenance

All drivers must complete a pre-trip inspection of their equipment including verification of current license plate, registration, and permits for the tractor and VIN plate and license plate for the trailer as stated in the Pre-Trip and Post-Trip Inspections section of this Driver Handbook.

If a driver receives an infraction associated with any equipment violation that should have been caught during a *post and/or pre-trip inspection*.

The following corrective action measures will be followed:

First Offense: Written warning and training will be provided specific to the infraction received.

Second Offense: Face to face counseling and additional training will be provided specific to the infraction received.

Third Offense: Face to face counseling, up to a 5-day disqualification period, and additional training will be provided specific to the infraction received.

Fourth Offense: Written notice of possible termination of employment or termination of the

Independent Contractor Agreement at the sole and absolute discretion of the company.

Improper Loading/Cargo

If a driver receives an infraction associated with improper loading/cargo (including overweight), the following corrective action measures will be followed:

First Offense: Written warning and training will be provided specific to the infraction received.

Second Offense: Face to face counseling and additional training will be provided specific to the infraction received.

Third Offense: Face to face counseling, up to a 5-day disqualification period, and additional training will be provided specific to the infraction received.

Fourth Offense: Written notice of possible termination of employment or termination of the Independent Contractor Agreement at the sole and absolute discretion of the company.

Crash Indicator

If a driver is involved in a preventable accident, the following corrective action measures will be followed:

First Offense: Written warning and training will be provided specific to the infraction received.

Second Offense: Face to face counseling, up to a 5-day disqualification period, and additional training will be provided specific to the infraction received.

Third Offense: Written notice of possible termination of employment or termination of the Independent Contractor Agreement at the sole and absolute discretion of the company.

NOTE: Management reserves the right to review to each specific occurrence and render corrective action measures that mayor may not follow the procedures illustrated above, but are deemed applicable based upon the circumstances of the specific occurrence.

Hours-of-Service US (HOS) Policy

Robert Heath Trucking, Inc. is committed to following the hours-of-service regulations. Department of Transportation (DOT) regulations require all motor carriers and drivers to follow the hours-of-service requirements. Our hours-of-service policies and procedures will reduce driver fatigue and help the company avoid the possibility of civil penalties in this part of the FMCSR.

Procedures

Robert Heath Trucking, Inc. Hours-of-Service Policy requires that all new driver employees or Independent Contractors be trained in the hour-of-service regulations as part of the company's driver orientation program. In addition, all current driver employees and Independent Contractors are required to receive recurrent training in the hours-of-service regulations as needed. All training is to be documented and placed in the driver's file.

11-hour driving rule

A driver cannot drive for more than 11 hours following **10 consecutive hours off duty**. All time spent at the driving controls of a commercial vehicle is considered driving time.

14-hour rule

A driver cannot drive after the 14th consecutive hour after coming on duty. After that 14th hour, a driver cannot drive again until he/she has **10 consecutive hours of rest**. Off-duty time of less than 10 hours does not extend the 14-hour day.

70-hour/8-day limit

Robert Heath Trucking, Inc. utilizes the 70-hour/8-day rule for all drivers. A driver cannot drive after having been on duty for 70 hours in any 8 consecutive days.

Adverse driving conditions

A driver who encounters adverse driving conditions and, because of these conditions, cannot safely complete his/her run within the 11-hours maximum driving time may drive for an additional two hours to complete the run. Adverse driving conditions mean snow, sleet, fog, or unusual road and traffic conditions, which were not apparent to the person dispatching the run at the time, it started. Adverse driving conditions do not include loading or unloading delays or conditions that were apparent before the run was dispatched. The **10-consecutive-hours** off-duty requirement can be met by combining time in the sleeper berth with other off-duty time, but only if they are immediately consecutive, with no other type of duty intervening. After 10 consecutive hours off duty a driver has 11 hours of driving time available. It will be the policy of Robert Heath Trucking, Inc. that all drivers take a 10 consecutive hour off duty period. The split sleeper berth rest option should not be utilized.

34-hour restart

A driver who obtains 34 consecutive off duty and/or in a sleeper berth may restart his/her 70-hour clock.

On-duty time

All time from the time a driver begins work or is required to be in readiness to work until the time he/she

is relieved from work and all work responsibility is considered on-duty time. Work for any entity, regardless of whether the employer is a carrier, is considered on-duty time. On-duty time includes the following:

- All time at a plant, terminal, or facility of a motor carrier or shipper or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the motor carrier.
- All time inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- All driving time.
- All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth.
- All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a commercial motor vehicle being loaded or unloaded, remaining in readiness to operate the commercial motor vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle.
- All time spent providing a breath sample or urine specimen, including travel time to and from the collection site, in order to comply with alcohol and drug testing requirements.
- Performing any other work in the capacity, employ, or service of a motor carrier.
- Performing any compensated work for a person who is not a motor carrier.

Falsification of records of duty status.

- **Will not be tolerated**
 - **Driver Employees will record their activities on their grid style record of duty as they perform that activity**
 - **A driver's record of duty should be current up until the last change of duty status and be an accurate and honest reflection of the driver's duty.**
- Carrier officials will randomly use numerous documents, i.e.; bills of lading, trip reports, toll receipts, and fuel reports to ensure accuracy of the driver's record of duty status

Corrective Action Regarding Hours of Service Violations

Step 1: You will be verbally warned regarding the discrepancy/violation, and will be asked to correct it and a document regarding the discussion will be placed in your permanent Driver Qualification File.

Step 2: A written record of the violation will be documented requiring a meeting with the Safety Personnel. Additional training will be provided specific to the infraction. This document will require your signature and a copy of these documents will be placed in the Driver Qualification File.

Step 3: A written record of the violation will be documented requiring a meeting with Safety Personnel. Up to a 5 day disqualification and further training will be required and documented.

Step 4: Written notice of termination of employment or termination of the Independent Contractor Agreement at the sole discretion of the Carrier officials.

34 Hour Reset Policy

Drivers will make themselves available for work immediately following any 34 hour reset of their logs under the 70 hour rule. The only exception will be if the driver has requested either vacation 2 weeks in advance or has requested time off 1 week in advance and either request has been approved. Any driver who does not make themselves available for work after a 34 hour reset will face the following disciplinary actions:

1st offence written reprimand & a signed acknowledgement from the employee or driver who fails to comply with HOS rules and regulations. A 2nd offense for failure to comply with 34 Hour Rest Policy will result in a written reprimand & a signed acknowledgement from the employee or driver who fails to comply with this time off request policy. A 3rd offense for failure to comply with 34 Hour Rest Policy can result in a 7-day suspension of duties.

APPENDIX I Acknowledgment Form must be signed and returned with initials indicating receipt, understanding and acceptance of the above policies.

Driver Requirements and Expectations

1. Drivers are required to wear seat belts at all times when the truck is in motion.
2. No one is to park on the shoulder of a road except in an emergency.
3. Do not make "U" turns. Go around the block instead.
4. If you must back up, walk to the rear of the trailer first to be sure you will not hit anything. If you must back to your blind side, have someone watch for you while you back up.
5. Use caution when road and weather conditions are bad.
 - a. When fog is too dense to see, STOP AND CALL DISPATCH.
 - b. When ice is too slick to stand up on it, STOP AND CALL DISPATCH.
 - c. **DO NOT TAKE CHANCES. WHEN IN DOUBT, STOP AND CALL DISPATCH.**

Accidents

1. If you are involved in an accident be sure to get the following information.
 - a. Names, addresses and phone numbers of other parties involved.
 - b. License number and state of other vehicles involved.
 - c. As many witnesses as possible: Get names, addresses and phone numbers.
 - d. Investigating Officer's name and where he can be located.
 - e. Accident report number and where it can be obtained.
 - f. Take photographs with company supplied camera.
2. Anyone having a CHARGEABLE accident is subject, at the sole and absolute discretion of the company, to termination and forfeiting his/her security bond.
3. If a driver is negligent in an accident, he/she, at the sole and absolute discretion of the company, may be required to pay the first \$1,000 of repair cost. Any bond that the driver has accumulated will be applied toward payment of this \$1,000 if the driver decides to quit rather than pay the cost of repairs up to \$1,000.
4. You must report ALL accidents IMMEDIATELY and come into the office and make an accident report when you get in.

Driver Cell Phone Use

According to final rules of the Federal Motor Carrier Safety Administration (FMCSA) drivers are **prohibited** from using cell phones **unless** the use of the cell phone is with **hands free technology**. Already the FMCSA has **prohibited** commercial drivers from **texting** while driving, and now the FMCSA has prohibited commercial drivers from talking on a cell phone while driving down the road with the cell phone directly next to the driver's ear. Therefore, it is the written policy of Robert Heath Trucking, Inc. to comply with FMCSA rules as set forth above and to further prohibit any and all drivers operating for Robert Heath Trucking, Inc. to talk or text on a cell phone while driving a commercial vehicle. Any driver who wishes to use hands free technology to communicate on a cell phone while driving a commercial vehicle must obtain the necessary free technology in order to be in compliance with the FMCSA cell phone communication restrictions.

Radar Detectors

1. No driver shall use a radar detector in a commercial motor vehicle, or operate a commercial vehicle that is equipped with or contains any radar detector.
 2. No motor carrier shall require or permit a driver to violate paragraph (a) of this section.
- It has been and still is the policy of Robert Heath Trucking, Inc. to prohibit use or possession of radar detectors. Robert Heath Trucking, Inc. 's ban on radar detectors will now include the following policy in addition to the above stated DOT regulation prohibiting use and/or possession of radar detectors:
IF ANY DRIVER RECEIVES A WARNING OR A CITATION FOR HAVING A RADAR DETECTOR FROM A LAW ENFORCEMENT OFFICER, ROBERT HEATH TRUCKING, INC. WILL CHARGE/FINE THE DRIVER \$50.00 FOR THE 1ST OFFENSE, \$100 FOR THE 2ND OFFENSE AND \$200 FOR THE 3RD OFFENSE.

CHAPTER 4 – Dispatch Guide

General Information

Normal Dispatch hours are 7:30 AM until until 5:00 PM, Monday –Friday.

Dispatch Team

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CHAPTER 5 – Driver Requirements

Bills of Lading

1. Every load must have a signed Bill of Lading.

2. The driver bringing a loaded trailer to the yard must make out a Bill of Lading on the load, regardless of the commodity.
3. Each drop of a load must have a Bill of Lading.
4. Please check the attached copies concerning the proper way to fill out all Bills of Lading.
5. All bills and delivery receipts must be signed by the consignee indicating your seals are intact. Failure to do so could cause you to be responsible for the cost of shortage claims.
6. When picking up a produce load, list **ALL** pick-ups (Companies and locations) in the order in which you picked them up, on the Bill of Lading.
7. Keep plenty of Bills of Lading in your truck.
8. Heath Bill of Ladings will not be signed by many of our customers, but still fill out a BOL any time you make a drop.

Unless you are dropping a trailer in Lubbock, TX do not ever leave a receiver without your copy of the Shipper's Bills with the Receiver's signature, unless you have permission from Dispatch to do so. This applies even if the Receiver tells you to do so. We must have the bills every time unless you are in Lubbock, TX (United, Sysco/Watson, US Foods). If there is ever a question regarding bills please contact Dispatch no matter the time.

Trip Report Envelope

1. **FILL OUT AS SHOWN IN EXAMPLES.** Put the name of the furthest point out on your trip in the space labeled "Where trip Ended". (Turn around point)
2. Be sure to put correct beginning and ending date on the trip report.
3. Beginning and Ending Mileage Readings
4. Total cash expenses and enter amount on trip report envelope.
5. List each load hauled.
6. Give routing by name of towns.
7. Put all bills, logs for the trip, and cash expense tickets inside the trip envelope.
8. Use paper clips on your paperwork, DO NOT staple it together.

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Daily Vehicle Inspection Reports

1. DVIR must be made daily.

2. The Driver's Vehicle Inspection Report must be filled out completely, including mileage, date and signature. One copy is turned in to the office and the second copy kept in the truck for 60 days. Note any defects or problems with the tractor and/or trailer on the back-side of the last DVIR turned in with your trip envelope. The shop cannot repair the equipment if they do not know what to repair. If there is a major problem notify a dispatcher immediately. If there is a need for a second write-up on the same problem please bring it to the attention of management.
3. DO NOT visit with service employees. It takes up valuable time needed to repair the equipment and is in violation of our insurance rules & regs

Telephone Check-In

1. Each driver is to CALL THIS OFFICE between 7:30 AM and 10:00 AM PST each day when not under dispatch, (even if you are at home,) including Saturdays and Sundays, as well as holidays. Otherwise while under dispatch, all check calls are made using the in-truck mobile communication equipment.
2. When you check call, you must give hours of service for the preceding day.
3. If you know that you are going to need additional expense money, get it when you make your check call. It takes additional time for you to make another call just for more expense money.
4. We have an out-of-state watts line for night calls to be used if you have trouble loading produce in California. Call 877-235-6712, regardless of the time.

In Texas, if you have a problem with a load at night, call the Texas (800) 692-4491 line. This number will be answered 24 hours a day. If you have a mechanical problem at night you are to call Jody Heath at (800)-657-7140 or 806-794-9804 station to station collect and we will accept the call.

Failure to make check call when required could result in a fine of \$25.00 for the first offense, \$50.00 for the second, and \$100.00 for the third.

Advances and I.O.U's

1. If an advance is given to another driver, a signed IOU must be turned in at the termination of that trip
2. Do Not hold IOU's.
3. No advances are to be taken by the driver from any shipper, consignee, or truck stop without authorization from this office.
4. Any road advances given will be deducted in full from the next truck expense check issued to the driver.

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In order to receive an advance the Advance Authorization Form in the Employee Handbook must be signed and returned.

Time Off

1. If an employee is absent from work for any reason in excess of 12 weeks, that employee at the sole and absolute discretion of the company will be automatically terminated.
2. In case of sickness or injury of either member of a team, the other member of the team must report in and be able to take dispatch.
3. If the second member elects not to take a dispatch, he/she may take a leave of absence until the 1st member returns to work.
4. Robert Heath Trucking will not pay for hospitalization insurance for the team member taking voluntary leave of absence due to the absence of the other team member taking a leave of absence.

Late Departures

1. Late departures will not be tolerated.
2. You are to be on the lot and ready to leave at the time you are told to do so.
3. Late departures result in poor fuel mileage and accident risks.
4. When you leave the lot do not stop at Rip Griffin's Truck Stop in Lubbock, Town & Country in Lubbock, or the Truck Stop in Slaton, Etc.

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CHAPTER 8 – Load Handling Policies

Unloading

1. When unloading is paid, you must send in a signed receipt with the Bill number or P O number, and Social Security number, if possible. Include the trailer number on the unloading receipt.

Always get the official lumber receipt

Shortages

1. Count your load as it is being loaded or unloaded to be sure that the amount you sign for is the amount counted. You are responsible for the total number of pieces signed for. THE DRIVER WHO SIGNS FOR THE MERCHANDISE WILL PAY FOR SHORTAGES. Shortages are very expensive and Companies will not pay for something they did not receive.

2. After a driver for Robert Heath Trucking, Inc. makes a delivery to a customer/receiver, the driver must obtain from that customer/receiver ALL of the bills for the load and the driver must check every page of the bills to make sure that NO SHORTAGES were noted on any of the bills.

3. If a shortage is noted on any of the bills received back from the customer/receiver, the driver must call dispatch from the customer/receiver location where the shortage was discovered and noted. The driver must inform dispatch that a shortage exist and must document on the bills the time and date and the name of the dispatcher who was notified of the shortage. Failure to call in any shortage from the place of delivery where the shortage is noted/found will result in the driver paying for claim.

4. BE ADVISED: if a driver leaves a customer/receiver location before calling dispatch about the shortages or fails to give notice of the shortage or fails to document the shortage, the driver will be responsible for paying the claim. Robert Heath Trucking, Inc. will not pay any claim for

shortages when the company is not made aware of the shortage at the time of delivery to the customer/receiver. This shortage notification policy is effective 7 days a week, 24 hours a day. The driver who is responsible for merchandise will be charged for shortages or damages.

Deliveries

1. When delivering any load, regardless of the contents, you are responsible for the load from the time you hook the tractor to the trailer until the product is unloaded and the delivery receipt is signed.

2. When you deliver a load of beer to the wholesale distributor, **you**, the driver, are to:

a. Make sure the seal records are verified by the receiver before breaking the seals.

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b. Open the rear doors.

c. Take down the load locks.

d. Pull the cardboard separators out of the way.

e. Anything else that might be of help to the receiver.

Please do not forget that we are providing a service to the customer. If we do not provide friendly service to the customers, they will find a carrier that will.

3. When you deliver beer to Southwest Miller in Midland, Texas, you are to exit I-20 to Loop 250 and go to Premium Distributing. When you get unloaded, you are to leave the same way you came in. **DO NOT** exit over the railroad track east of Premium, because you will tear the crossmembers and landing gear out from under the trailer. Any damage done to equipment due to this will be charged back to the driver.

4. When making a delivery in California, do not go to the customer until one hour before your scheduled unloading time or until daylight. EXAMPLE: If your load is to deliver at 4:00 A.M., do not go to the customer until 3:00 A.M.. If your load delivers at 10:00 A.M. wait until daylight before going to the customer.

5. When you have a load to deliver before daylight, you must stay up and be alert until you are backed into the dock.

6. DO NOT park and go to sleep at the consignees because chances are great that your equipment will be broken into.

7. If you have a delivery in the Los Angeles area and you get there before time to unload, you should go to the Bandini Truck Stop and park in one of our parking spaces.

8. Be sure to use your security lock on the back doors of the trailer.

Seal Records

1. Seal records are the most important part of the delivery papers. If you do not have proper seal records on your load and you come up short, you are responsible for the shortage.

2. The following procedure will be used on all loads requiring seals. (Meat, Beer, Wine, Etc.)

a. Verify that all doors are securely sealed and the seal number recorded on the SHIPPING PAPERS and BILL OF LADING before leaving the point of loading.

b. Have one of the receiving personnel witness the breaking of the seals and re-seals of the trailer where necessary (multiple drops). Have the bills of lading initialed by the receiving personnel showing that the seals were intact.

c. **NEVER** break a seal on any sealed load without the permission of Jody Heath, except at routine unloading.

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d. All shortages must be reported to Dispatch before leaving the dock of the receiver.

3. All of the products we haul are very expensive. The shippers will not approve a claim unless the seal records are correctly filled out. If you have any questions ask Dispatch.
4. You are responsible for having seals and bills of lading for your deliveries. Get them from the Safety department.
5. You must stamp the seal record to all the shipping documents that do not contain a record of continuous seal record documentation. You must use the stamp pad provided to you and stamp the shipping document at each stop showing the new seal numbers and have each seal witnessed by the receiver of the product. Shippers will not honor the Heath bill of lading seal recorded and will only accept the seal record stamped on each shipping document.
6. You are required to maintain a continuous seal record on all loads that require a seal. Failure to maintain a continuous seal record on all loads will subject you to payment of any shortage of product indicated on the claim for loss of product from the shipper.
7. It is also suggested that each time you enter and exit a shipper's facility that has a guard station, have the guard verify, sign and date the shipping documents that the seals were intact upon arrival and upon departure. By having the guard initial/sign, date, and verify seals intact, it will assist us in proving to the shipper that the seals were intact and verified in and out of any facility.

Truck Expense Money

1. Each driver assigned to a truck will be checked out with expense money (\$250 usually).
2. The expense money is to operate the truck. You are to provide your own money for meals and personal expenses.
3. All expenses must be accounted for on the trip envelope.
4. Motel tickets are limited to actual expense only w/prior approval.

Beer Loading

1. Weigh in at the guard house as light as possible to allow for a heavier pay load. Place the trailer bulkhead in the 10th hole from the front of the track when loading or dropping a trailer at Anheuser-Busch.

After unloading beer if bulkhead bars are not properly stowed in the trailer, the last driver to pull the trailer will be charged \$25.00.

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Weight Limits

1. Be sure to ask the brewery the gross weight of beer loads when you give them the order number you are to pick up.
2. If you have any questions or problems concerning the weight of your load, please call the Dispatcher.
3. If you haul any load, and do not weigh, and get a citation, YOU are responsible for the fine.

Temperatures

1. If in doubt about correct temperatures, call Dispatch for verification. Produce should be hauled at the temperature given you by your dispatcher. A pulp thermometer reading should be taken every time you stop. Check your temperature before calling in daily.

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CHAPTER 9 – Driver Performance Issues

General

When an employee has a problem that affects the performance of his duties, please come to the office to

discuss the matter with Jody Heath. Do not discuss your problems on the road with other drivers. In the event there are any problems, or you do not understand specifically what is spelled out in these rules, come by the office and we will discuss the matter. I hope each of you will strive to comply as closely as possible to the rules and regulations, thereby making conditions better for everyone connected

with this company. Be sure you have read and understand everything in these rules and regulations.

Performance Counseling

The procedures describe in the Robert Heath Trucking Inc. Performance Counseling policy will apply to drivers when performance improvement is needed. There are some instances, which are outlined in the operations policies included in this supplement, that fines may be assessed for failure to comply with company procedures. These fines will be assessed in addition to the performance counseling. Performance counseling in no way alters the terminable "at will" employment relationship between employee/driver and Robert Heath Trucking, Inc. .Performance counseling will be utilized at the sole and absolute discretion of the company.

Communications

An open line of communication is the goal of the supervisory and management team of Robert Heath Trucking, Inc. The nature of a driver's job occasionally will impede communications due to the lack of face to face interaction. When problems or frustrations occur, please discuss them with your supervisor.

Fine Schedule

A Fine Schedule Receipt and Acknowledgement Form is required to be signed by each driver and is located

in **Appendix VI**.

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APPENDIX I

ACKNOWLEDGMENT FORM

This is to acknowledge that I have received a copy of the Robert Heath Trucking, Inc. Driver's Handbook I understand that I am responsible for familiarizing myself with the information in the handbook that generally describes the personnel policies of Robert Heath Trucking, Inc. including the below itemized policies and agreements and that I waive my right to further discuss the handbook with an outside advisor of my choosing, at this time.

Safety Management Plan & CSA 2010 Compliance and Enforcement

Program (contained on pages 17 – 21) Initials _____

Hours-of-Service Policy (contained on pages 21 – 23) Initials _____

Since the information, policies and benefits described in the handbook are subject to change, I understand and agree that any changes can be made by Robert Heath Trucking, Inc. and that these changes can be made without advance notice.

I further understand that my employment is based on an "at will" relationship with Robert Heath Trucking, Inc. I understand that under this relationship I may choose to sever the employment relationship at any time and that Robert Heath Trucking, Inc. may also choose to sever the employment relationship at any time.

IMPORTANT: This handbook and/or any of the acknowledgements, waivers, or authorizations in it does not create any implied or express contract of employment between Robert Heath Trucking, Inc. and its employees. No supervisor, officer (except for the President of the company as set out below) may create a contract of any kind with the employee. The only exception is for specific contracts in writing that are signed by the President of the company. The company reserves the right to alter all or any of the provisions stated in the handbook, including any employee benefits, at any time without notice to its employees. Robert Heath Trucking, Inc. reserves the right to finally interpret its policies, procedures, and programs.

This handbook is not to be considered a contract for any reason or for any purpose, but rather is merely a condensation of various company policies, procedures, and employee benefits to assist you in the conduct of

company business.

Print Name-Last First MI Date

Driver Signature

Witness Signature Date

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APPENDIX II COMPENSATION

Wages

Regular weekly pay will be based upon a mileage rate. The following information in Appendix I pages 2, 3,

& 4 outlines the rate that is paid per mile driven:

Referral Bounties

Drivers whose name appears on the application folder of new drivers as being the party who referred the

new driver will receive a bounty of \$750.00 after the new driver is continuously employed for six (6) months. After the new driver has been continuously employed for 1 year the referring driver will receive a bounty of \$250.00. After the new driver had been continuously employed for a 2nd year the referring driver will receive a bounty of \$500.00. Referral bounties for re-hired drivers will not be paid to anyone.

Pay for pickups and/or drops per load:

- \$15.00 per pickup after the 2nd pickup
- \$15.00 per drop after the 2nd drop

Layover

After 24 hours at shipper/customer/vendor/receiver = \$50.00 (You must note the time, place, and date of arrival and time of departure on trip envelopes for layover). NOTE: Layover pay will not be paid in addition to motel bills. All motel bills must be pre-approved by dispatch.

Vacation Pay

Based on the average week's base mileage pay for the prior 6 months from your anniversary date & calculated per mile as shown below. Vacation pay is paid the first payroll following the anniversary date. For the 1st and 2nd year of employment, drivers will be paid for 1 week vacation (7 days). For the 3rd year of employment thereafter, drivers will be paid for 2 weeks vacation (14 days).

Vacation pay is a benefit paid by the company to drivers on a yearly basis. Actual time off from work (no miles trucking) is unpaid time. We do not keep a vacation schedule for drivers. Vacation pay is paid upon the annual employment anniversary date regardless if any vacation time is used or not by the driver during the year. Vacation time/pay does not accrue from year to year and is not a compensable item upon termination of employment. There is no proration of vacation pay as it is paid in full only upon anniversary of employment upon successful completion of a full year employed/work

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DRIVER PAY SCALES

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APPENDIX III AUTHORIZATION TO WITHHOLD WAGES

I, _____ hereby authorize Robert Heath Trucking, Inc. to withhold from my wages and/or bonuses \$_____ for _____ weeks for payment and establishment of a security bond in the amount of \$1,225.00.

Furthermore, I understand and agree that funds from my security bond may be deducted to pay for debt, fines, claims, shortages, or any other amount owed to Robert Heath Trucking, Inc. or for damages to any equipment or property for which I am responsible. I further agree that Robert Heath Trucking, Inc. may withhold funds from my wages or bonuses in the amount of \$_____ per pay period in order to maintain my security bond at \$1,000.00.

For company drivers, I understand and agree that the interest rate paid semi-annually on the security bond will be straight interest to be based upon the six month average of the new six month auction of United States Treasury Bills. For owner/operators, I understand and agree that the interest paid quarterly on the security bond will be straight interest to be based upon the three month average of the new three month auction of United States Treasury Bills.

Print Name-Last First MI Date
Employee Signature
Witness - Print Name-Last First MI Date
Witness Signature

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APPENDIX IV DRIVER'S EQUIPMENT

1. Glass Thermometers Qty. – 2 _____
2. Dial-type (pulp) thermometers _____
3. Tape measures _____
4. Keys:
 - a. Front Gate _____
 - b. Drivers room _____
 - c. Master lock _____
 - d. Truck Qty. – 2 _____
 - e. Ladies restroom _____
5. Bills of Lading _____
6. Seals _____
7. Unloading receipts pads _____
8. Mail Box Key _____

- 9. Tire Gauge _____
- 10. Stamp Pad & Reseal Stamp _____
- 11. Wire Set (alt. Battery) _____

I, _____ have received the above list of equipment and acknowledge I am responsible for returning listed equipment in working condition.

Print Name-Last First MI Date

Driver Signature

Witness Signature Date

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APPENDIX V TRUCK SAFETY EQUIPMENT

- 1. Extra Belts _____
- 2. Jack _____
- 3. First Aid Kit _____
- 4. Reflectors _____
- 5. Flares Qty. – 3 _____
- 6. Bulb Kit _____
- 7. Jumper Cables _____
- 8. Lug Wrench _____
- 9. Fire Extinguisher _____
- 10. O-Ring for Fuel Filter
(can be placed in truck paper) _____
- 11. Tire Gauge _____

I, _____ have received the above list of equipment and acknowledge I am responsible for returning listed equipment in working condition.

Print Name-Last First MI Date

Driver Signature

Witness Signature Date

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APPENDIX VI FINE SCHEDULE EQUIPMENT

A driver will be fined \$100 for cleaning if he or she terminates their employment and does not clean up the tractor on the inside and under the sleeper.

LOAD LOCKS

The person that leaves load locks, bulkhead bars or equipment unsecured will be charged \$25.00.

FUEL AT TERMINAL

If you do not obey the rules on fueling equipment, there will be a \$25.00 fine for each offense.

DROPPING TRAILERS

If you do not slide the tandem before dropping an empty trailer, there will be a \$25.00 fine.

TELEPHONE CHECK-IN

Failure to make check call when required could result in a fine of \$25.00 for the first offense. The second offense will be \$50.00 and the third offense will be \$100.00.

BEER LOADING

After unloading beer if bulkhead bars are not properly stowed in the trailer, the last driver to pull the trailer will be charged \$25.00.

SHORTAGES/DAMAGE CLAIMS

The driver who is responsible for merchandise will be charged for shortages or damages.

I, _____ have read, understand, and agree to abide by the above.

Print Name-Last First MI Date

Driver Signature

Witness Signature Date

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APPENDIX VII

Robert Heath Trucking, Inc.

Receipt and Acknowledgement of FMCSA Cell Phone Communication Restrictions and Robert

Heath Trucking, Inc. Policy of enforcing and abiding by said restrictions

According to final rules of the Federal Motor Carrier Safety Administration (FMCSA) under 49 CFR Parts 177, 383, 384, 390, 391, & 392, effective December 23, 2011, drivers are **prohibited** from using cell phones **unless** the use of

the cell phone is with **hands free technology**. Already the FMCSA has **prohibited** commercial drivers from **texting**

while driving, and now the FMCSA has prohibited commercial drivers from talking on a cell phone while driving down the road with the cell phone directly next to the driver's ear.

The FMCSA has as of **12/23/2011 decided by rule to enforce a cell phone hand-held restriction, meaning you**

cannot talk on a cell phone while driving a commercial vehicle. Further, you cannot text on a cell phone and

drive a commercial vehicle at the same time. What the FMCSA is **allowing** for is commercial vehicle drivers to use

any and all available **hands free technology** such as bluetooth, headset and speaker technologies to allow drivers

to communicate while driving a commercial vehicle.

Commercial vehicle drivers who violate any cell phone communication restriction (not using hands free, texting while driving) may result in a civil penalty imposed on the driver in an amount up to \$2750.00 by the ticketing jurisdiction. Further, drivers may have their operating license suspended or revoked for continued violations of the cell phone communication restrictions as established by the FMCSA. Employers who fail to require drivers to comply with the FMCSA regarding cell phone communications restrictions (not using hands free, texting while driving) may result in a civil penalty imposed on the employer in an amount up to \$11,000.00 by the FMCSA.

Therefore, it is the written policy of Robert Heath Trucking, Inc. to comply with FMCSA rules as set forth above and to further prohibit any and all drivers operating for Robert Heath Trucking, Inc. to talk or text on a cell phone while driving a commercial vehicle. Any driver who wishes to use hands free technology to communicate on a cell phone while driving a commercial vehicle must obtain the necessary free technology in order to be in compliance with the FMCSA cell phone communication restrictions. Robert Heath Trucking, Inc. will not tolerate or condone any violation by any commercial driver of the FMCSA cell phone communication restrictions and further absolves itself of any violation of these new FMCSA cell phone restrictions by having the commercial driver agree to comply and abide to the regulations by signing hereto below the agreement and understanding by driver of the FMCSA cell phone restriction rules.

I, _____ have read the FMCSA Cell Phone Communication Restrictions and understand my responsibilities in regards to this ruling.

Driver Signature Date

Witness Signature Date

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APPENDIX VIII EMPLOYEE ASSISTANCE PROGRAM

I, _____, certify that I was given the training required in the Employee Assistance Program under DOT Rule 391.121. This training consisted of 60 minutes educational video covering:

1. The effect and consequences of controlled substance use on a person's health, safety, and the work environment.
2. The manifestations and behavioral changes that may indicate controlled substance use or abuse.

Date of Training: _____

I, _____, further certify that I was given for review and discussion the educational materials specified in DOT Rule 382.601 pertaining to testing for alcohol misuse and controlled substance use. The educational materials are contained in the handbook "Drug and Alcohol Policy" and cover all specified parts of DOT requirements.

Date of Review & Discussion: _____

Print Name-Last First MI Date

Employee Signature

Witness - Print Name-Last First MI Date

Witness Signature