



*Gulf Coast Risk  
Management Solutions,  
LLC.*

***TRANSPORTATION  
SAFETY MANUAL***

***A COMPREHENSIVE DRIVER'S POLICY MANUAL  
INCLUDING DRUG TESTING***

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## **INTRODUCTION**

This Driver Safety and Operations Manual has been written to provide drivers and contractors information which will concern them while employed by or leased to The Company.

As a regulated interstate common carrier, this company faces requirements from federal and state governmental agencies, shippers and consignees. The policies, rules, and procedures in this manual are the means by which we inform drivers and contractors of their role in meeting these requirements.

It is not possible to put all policies, rules and procedures into writing or to guarantee changes will not be necessary. The Company., therefore, reserves the right to change, add to, or delete any information contained in this manual at any time.

## **AFFIRMATIVE ACTION PROGRAM OF THE COMPANY**

1. This program is designed to comply with federal requirements contained in 41 CRF Section 60-140, 60-250 and 60.741.5.
2. The Company will not discriminate against any employee or applicant for employment for any of the following reasons:
  - A. Because of the race, color, religion, sex or national origin of the applicant or employee.
  - B. Because of physical or mental handicap in regard to any position for which the employee or applicant is qualified.
  - C. Because the employee or applicant for employment is a disabled veteran or veteran of the Vietnam era.
3. The Company will take affirmative action to employ and advance qualified persons who have physical or mental handicaps or are disabled veterans or veterans of the Vietnam era.
4. All employment application forms used by The Company will state that all qualified applicants will received consideration for employment without regard to race, color, religion, sex, national origin, physical or mental handicaps or veteran status.
5. Sexual harassment will not be tolerated.
6. A copy of this Affirmative Action Policy will be included in The Company employee handbook.
7. A copy of this Affirmative Action Program as well as copies of all relevant notices concerning regulations of employment and advancement decisions will be prominently posted in various locations of The Company's facilities including, but not limited to, break or lunch rooms and the company bulletin board.
8. This Affirmative Action Program will be updated annually if significant changes in procedures, rights or benefits warrant. Employees and applicants for employment shall be notified of updates.

DRIVER'S SAFETY  
MANUAL

SAFETY

## A. SAFETY POLICY

### The Defensive Driving Code

1. The object of defensive driving is to drive without having a preventable accident.
2. Defensive driving requires the knowledge and strict observation of all traffic rules and regulations applicable to the area in which the vehicle is being operated.
3. Defensive driving requires constant alertness for the illegal acts and driving errors of other drivers, and the willingness to make timely adjustments in one's own driving, so that these illegal acts and errors will not involve one in an accident.
4. Defensive driving requires a knowledge of an intelligent adjustment of one's driving to the special hazards presented by abnormal, unusual, or changing conditions in the mechanical functioning of one's vehicle, type of road surface, weather, degree of light, kind of traffic, and one's physical condition and state of mind.
5. Defensive driving requires an attitude of confidence that one can drive without ever having a preventable accident.

### You and the Public

The driver of a commercial vehicle on the streets and highways today has a wider scope of responsibility than he/she may be aware.

Your job, as a driver depends upon good public relations, as does the future of your company and the trucking industry. Safety is a vital part of public relations. Laws which handicap truck operation, and make the driver's job tougher, many times originate with the public you see every day. Accordingly, it has been pretty well demonstrated that there are few, if any, of us, in any field, who can afford to be inconsiderate of the public in performing the duties of our job.

One purpose of this manual is to deal with your position in the relationship between the trucks on the highway and the public. Both public opinion of trucks and truckers and our Company Loss Prevention Program are vitally dependent upon your actions as our driver.

Of all involved in the trucking industry, you are in the most strategic spot. You are where the public is. You must meet them on the streets and highways. You drive through their

## SECTION 1 - SAFETY

### A. SAFETY POLICY, con't.

towns, by their homes and businesses. Some of the public is our shippers, our consignees, and our customers; some are members of the State Legislature, and help create public opinion. Many people do not like the trucks on the road. Our job is to do things that will help them like us better. Surely, vehicle operation with an absolute minimum of contacts with the public through accidents is of the utmost importance.

You, as a driver, have in your hands, the key with which to turn the opinion of the public towards trucks and drivers. A great deal of the time and money spent has been in the attempt to demonstrate that a well-trained truck driver is the most competent, the most accident-free, and the most courteous person on the road. There are millions thinking this way now. We need to prove this to millions more in order to affect public opinion in a favorable way.

When people hold truck drivers in high esteem, your own job is that much more desirable, and you can take pride in your profession.

### **Part 1 - Drivers**

It shall be the responsibility of the driver for the following:

- A. To comply, at all times with company operating procedures and policies.
- B. To comply, at all times, with the rules, regulations and laws of the federal, state, and such other regulatory agencies having jurisdiction.
- C. To load, transport, and unload each shipment from origin to destination without delay en route, unless otherwise directed by dispatch.
- D. To report all accidents and/or injuries to the home office immediately, regardless of how minor they seem.
- E. No firearms or explosives will be transported in the equipment.
- F. The driver shall inspect and note any defects on the trailer inspection form at the time of receipt. Company trailers must be maintained and returned as directed. Failure to note defects or report damages and maintain trailers may result in charge-back for damage upon return of the trailers.

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- G. To conduct himself/herself in a businesslike fashion extending courtesies and politeness to customers , law enforcement officials, and company personnel; further, to present himself/herself at all times as clean, and with clean attire, so as to foster the proper image of the company.
- H. To deliver the trailer, as directed by the company, to the nearest terminal, or a closer point, designated by the company, when the tractor is to be taken out of service or terminated. No unit will go out of service with a company trailer unless authorized by dispatch. In the event the tractor breaks down, it will be the discretion of the company as to how the trailer will be returned to service.
- I. Paperwork:
  - 1. To submit all paperwork required by the company, completely and accurately. At the completion of each trip, mail it; or turn it in to home terminal.
  - 2. All paperwork must show the tractor and trailer number, driver's name, and such other information as directed.
  - 3. No settlement will be made on any trip when paperwork has not been received, or is not completed as required. The driver will be notified, as soon as possible, if something is missing that will hold up the settlement.
- J. Do not cause any expenditures to be charged to the company except by dispatch.
- K. To transport shipments only in the service of the company, unless trip leased or interchanged, are directed by an authorized official of the company.
- L. To reimburse any deductions from settlements, any fines, bonds, or penalties for which the operator is responsible, and are charged, and paid by the company.
- M. Passengers:

**ONLY AUTHORIZED PASSENGERS ARE PERMITTED**

Authorized passengers are as follows:

- 1. Another qualified company driver.
- 2. Person over age of 12 permitted by dispatch with a passenger authorization paper.

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- N. No driver will carry, or consume, alcoholic beverages of any kind, in any vehicle,

or on any property owned or leased to the company.

O. No drugs or controlled substance of any kind, will be carried on, or consumed in any vehicle, or on any property owned or leased to the company.

P. Operator Call-in Procedures:

Check call shall be made as follows:

1. When loaded and ready to move out, a call to the dispatcher must be made for the purpose of receiving bill of lading information, establishing reasonable transit time, and establishing departure time.
2. The day of arrival before unloading and after unloading, call the dispatcher for instructions.
3. Those other days not provided for in paragraph one and two “check-in calls” shall be made daily, Monday through Saturday, to dispatch between the hours of 7:00 a.m. and 10:00 a.m. Identify yourself to the dispatcher by operator’s name, tractor and trailer number, destination of shipment, present location, and projected location in twenty-four hours.

Q. You are responsible for the legal weight of the load. WEIGH IT! And, in all instances have it axled out before you proceed. The cost of a scale ticket could save money for you later.

R. Any company trailers abandoned away from the terminal yard will be a charge against the driver for getting it back to the home base.

S. You are responsible for picking up the right trailer. Always check your bills against your load; or if your load is sealed, match the seal number with your bills.

T. Always wear seat belts if they are installed in your vehicle.

U. No radar detectors.

## **Part 2- Owner/Operators**

It shall be the responsibility of the owner/operator:

### **SECTION 1 - SAFETY**

#### **A. SAFETY POLICY, con’t.**

A. To supply road equipment, complying with the Department of Transportation regulations and standards and meeting Company equipment specifications.

- B. To furnish a competent operator, who will be screened and qualified by the Company. The operator may then be hired by the contractor to drive the contractor's vehicle.
- C. To supply and maintain the necessary safety equipment to insure compliance with D.O.T. and all state requirements.
- D. Not to issue any instructions, to operators, that conflict with Company rules and regulations.
- E. To supply the necessary funds to the operators to operate the truck and handle the settlements of these expenses. (Any dispute between the operator and the contractor will be settled between operator and contractor).
- F. Permission must be granted by the Company before an approved operator may be changed.
- G. To reimburse any deductions from settlement, any fines, bonds, or penalties incurred by the unit, which is charged to, and paid for, by The Company.
- H. Insure that the monthly service and repair summary of the equipment are properly completed and turned into the Company office, to the attention of the Maintenance Department, by the tenth of the following month.

To make his/her tractor, and/or trailer available once a year at the The Company city terminals for annual inspections.

**B. D.O.T. REGULATIONS CONCERNING:**

392.1(b) ADDITIONAL RULES:

Nothing in parts 390-397 of this subchapter prohibits a motor carrier from requiring and enforcing more frequent rules and regulations relating to safety of operations.

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**B. D.O.T. REGULATIONS CONCERNING: con't.**

392-16 USE OF SEAT BELTS:

A motor vehicle which has a seat belt assembly installed at the driver's seat shall

not be driven unless the driver has properly restrained himself with the seat assembly.

**392.60 UNAUTHORIZED PERSONS NOT TO BE TRANSPORTED:**

Unless specifically authorized in writing to do so by the motor carrier under whose authority the motor vehicle is being operated, no driver shall transport any person or permit any person to be transported on any motor vehicle other than a bus. When such authorization is issued, it shall state the name of the person to be transported, the points where the transportation is to begin and end, and the date upon which authority expires.

**392-61 DRIVING BY UNAUTHORIZED PERSON:**

Except in case of emergency, no driver shall permit a motor vehicle to which he is assigned (operates) to be driven by any person not authorized to drive such vehicle by the motor carrier in control thereof.

**YOUR FAILURE TO ABIDE BY THESE REQUIREMENTS MAY DISQUALIFY YOU AS A DRIVER, AND RESULT IN POSSIBLE PROSECUTION BY THE DEPARTMENT OF TRANSPORTATION!**

**C. HOURS OF SERVICE**

1. Every driver must be familiar with the Federal Hours of Service Regulations and must comply with them. Briefly, these regulations are the following:
  - a. No driver may drive over 10 hours without taking 8 consecutive hours off duty.
  - b. No driver may drive after being on duty for 15 hours without taking 8 consecutive hours off duty.
  - c. No driver may be on duty more than 70 hours in any 8 consecutive day period.

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**C. HOURS OF SERVICE ,con't.**

- d. Each driver is required to keep track of his/her daily hours using the Monthly Log Summary Sheet provided on the cover of each log book.
2. The terms “drive” and “driving time” will include all time spent at the driving

controls (behind the wheel) of a motor vehicle in operation.

3. The term “on duty” includes all time spent performing work for the carrier. A partial list of “on duty” would include:
  - a. All time the driver helps load or unload.
  - b. All pre-trip and post trip inspections.
  - c. All driving time.
  - d. All time spent while stopped by the Department of Transportation or state officials.
  - e. All time spent due to an accident.

This is by no means a complete list of on duty situations. If you are in doubt, log it on duty until you can check with the office.

4. How to fill out your logs.
  - a. These numbered instructions correspond to the numbers on **Sample Log A**:
    1. Date: Enter month, day, and year.
    2. Total Miles: This is the total miles traveled for the day. It is the total miles of a team.
    3. Miles Driving: Enter your total miles driven.
    4. Vehicle Numbers: Enter the company number of each tractor and trailer you handled during the day.

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### C. HOURS OF SERVICE ,con't.

5. Name of Carrier: Enter the exact name of all carriers worked for during the day.
6. Main Office Address: Enter the city and state name of each motor carrier’s main office for which you have worked that day.

7. Home Terminal Address: This is the city and state at which you normally report for duty or where you receive dispatch instructions.
  8. Driver's Signatures: Sign your full legal first name, middle initial, and last name as it appears on your driver's license.
  9. Name of Co-Driver: Enter the initials and last names of co-drivers.
  10. Graph: Show all time spent Off Duty, in Sleeper Berth, Driving, and On Duty Not Driving.
  11. Total Hours: Record the total hours in each duty status.
  12. Remarks - Shipment Information: Show a shipping document number or a shipper and commodity of all loads hauled.
  13. Remarks - Change of Duty Status: Identify the place where each change of duty occurs by entering the full city name and state abbreviation on a line with a bracket between the appropriate time markers.
  - 13a. Show a short stop of less than 15 minutes in this manner.
  14. Remarks - Special Explanations: In the far right side of the Remarks section, enter the emergency or adverse condition requiring driving past the allowable 10 hours, or the reason for being placed out of service.
  15. From and To: The name of the city and state where a trip begins and the final destination or turn around point.
- b. Show actual time spent performing work such as vehicle inspection, driving, loading and unloading.

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<b>C. HOURS OF SERVICE ,con't.</b>
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- c. When leased to another carrier, show the time spent working for each carrier, clearly labeled as such.
- d. Make sure that the times on your logs agree with the times on your leases, fuel slips, scale checks, toll tickets, accident reports, payroll records, and speeding tickets. Be certain the miles on your log are those actually driven.

- e. All logs must be made out in ink (no red).
  - f. More than one day off duty may be shown on one log sheet, except when the days cross a month.
  - g. The driver must keep a copy of the log he/she is working on and logs for 7 days previous. These logs must be in the driver's possession while on duty.
5. How to recap Total Hours
- a. Drivers for the company are allowed to be on duty (total of lines 3 & 4 of the log) a minimum of 70 hours in any 8 day period.
  - b. To insure you do not violate the 70 hours rule, you must calculate your hours daily. The recap on the inside front cover of the log book is provided for this purpose. Refer to Sample Recap on the next page.
  - c. At the end of each day, enter the total hours worked in Column 1 next to the correct date. If no work was performed, enter a 0.
  - d. Total the hours for the last 7 days (today and 6 days past). Enter this figure in Column 2.
  - e. Subtract the number entered in Column 2 from 70. Enter this number in Column 3. This is the hours available to work the next day. Do not work more hours than are available.

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### C. HOURS OF SERVICE, con't.

- f. Total the hours worked in Column 1 for the last 8 days (today and 7 days past) and enter this number in Column 4. Any number above 70 is a violation.

### **Log Violation Policy**

All logs will be audited for compliance with Part 395 of the federal regulations. Drivers found to be in violation will be subject to the following penalties:

A. Acts of omission (failure to sign the log, failure to list pro number, date location of stops, etc.)

1. These are minor violations that reflect inattention to your logs. In the event of omissions, the driver shall be required to come into the office and correct the violation.
2. Continued flagrant violations of this nature will result in disciplinary actions as follows:
  - a. Letter of reprimand
  - b. Three days off without pay
  - c. Termination

B. Hours of Service Violations and Speeding

1. First Offense - Driver shall report to the office, explain the violations, and receive additional log training.
2. Second Offense - Written letter of reprimand.
3. Third Offense - Written letter of reprimand.
4. Fourth Offense - Written letter or reprimand and three day suspension.
5. Fifth Offense - Termination.

C. Falsification

This is a serious offense and can be prosecuted as a felony by the D.O.T.

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### **C. HOURS OF SERVICE, con't**

Falsification will not be tolerated by the company.

The policy regarding acts of omission, hour-of-service violations, and speeding are limited to violations in the most recent six-month period.

The policy regarding falsification shall include the most recent twelve-month period.

Qualification of Drivers

1. When contracted by The Company a qualification file containing the following information will be established for each driver:
  - a. Completed Employment Application containing D.O.T. required information.
  - b. Current Medical Examiner's Certificate and complete D.O.T. driver physical examination form.
  - c. Results of any drug and/or alcohol tests.
  - d. Certificate of Violations for the previous 12 months.
  - e. A copy of the driver's driving record from the state of license issue.
  - f. Responses from the driver's past employers for 10 years back as to his/her employment record.
  - g. Current Certificate of Road Test, the results of the road test administered by this company, a copy of the driver's operator's license, and proof of holding a license from only one state.
  - h. Current Certificate of Written Examination and the original of the Written Examination if administered by this company.
  - i. Receipt for Controlled substances & Alcohol Use and Testing information.
2. D.O.T. regulations require that certain documents in the qualification file be

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### **C. HOURS OF SERVICE, con't.**

renewed periodically. The Company will notify you of the required renewal date. These documents and their renewal periods are:

- a. Physical Examination - 2 years
- b. Certificate of Violations - 1 year
- c. Annual Review of Driving Record - 1 year
- d. Hazardous Materials Training - 2 years

3. Falsification of any information on a document contained in the qualification file will subject the driver to disciplinary action which could result in termination.

#### Daily Inspection

1. At the end of each work day, D.O.T. regulations require that all vehicles operated that day be inspected for defects, and a report be made out concerning the results of that inspection. This form is on the back of the drivers daily log. It is suggested that you use the safety inspection procedure required to obtain a C.D.L. This inspection procedure meets our safety standards.
2. The correct inspection procedure is as follows:
  - a. At the end of each work day, the driver must inspect both tractor and trailer, and report any defects discovered on the Driver's Vehicle Inspection Report form.
  - b. The driver must sign the report as the "Inspecting Driver".
  - c. Any defects discovered which would interfere with the safe operation of the vehicle must be repaired before the vehicle is again operated.
  - d. All defects repaired must be certified by the person making them in the section for the "Mechanic's Signature".
  - e. If the defects discovered will not interfere with safe vehicle operations, this must be noted and certified in the "Mechanic's Signature" area.
  - f. Before a vehicle is operated, the driver must review the inspection report

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#### **C. HOURS OF SERVICE, con't.**

and sign as "Reviewing Driver" to certify that all safety related defects have been properly repaired. Repairs not necessary for the safe operation of the vehicle must be certified as such.

- g. The properly completed and certified inspection report must be carried on the power unit until the end of the next work day when another report is made out.
- h. If no vehicle defects are shown on an inspection report, no mechanic's signature is required.
- i. Daily Inspection Reports showing no defects should be turned into the

office with the rest of the driver's paper work for the trip.

- j. If defects were noted, either a copy of this report is submitted to the shop for repair and the mechanic's signature, or if repaired elsewhere, a copy of the report signed by the inspecting driver and the mechanic must be turned into the office with the paper work for the trip.
3. Driver's pre-trip inspections are also required by D.O.T. Regulations. Record the pre-trip inspection on the Tractor/Trailer Report form. A thorough pre-trip inspection must be part of the driver's daily routine. Log actual time spent on this inspection.

### **Department of Transportation Inspections**

- 1. When stopped by state or federal D.O.T. for inspection, the driver must be cooperative and follow all instructions of the inspectors.
- 2. If defects are found but the vehicle is not placed out of service, the defects must be repaired as soon as possible. Repairs on Company owned equipment must be approved by The Company unless the repair will cost \$25 or less.
- 3. All D.O.T. inspections must be logged as On Duty, Not Driving. Turn in all state or federal D.O.T. inspection reports with your trip packet.
- 4. If the vehicle is placed out of service:
  - a. Call the company immediately.

## **SECTION 1 - SAFETY**

### **C. HOURS OF SERVICE, con't.**

- b. The vehicle cannot be moved nor can the out of service sticker be removed until all defects are repaired.
- c. The person repairing the vehicle must sign the "Certificate of Repairman" on the inspection report. If the driver repairs the vehicle, then the driver must sign the "Certificate of Repairman."
- d. Send all inspection reports and out of service notices to the company immediately. Include all repair tickets and invoices. Failure to send in D.O.T. inspections to the company will result in termination.

### **Minimum driver qualifications for hiring:**

- a. Applicant must be at least 23 years old and have at least 1 year verifiable tractor/trailer driving experience and have a driving record which meets the approval of the insurance company of The Company.
- b. Anyone having a conviction for DWI within the last 5 years in a commercial vehicle or within 3 years in their personal vehicle will not be hired.

## **D. DRUG TESTING**

### **ALCOHOL AND DRUG ABUSE POLICY**

This Company is dedicated to providing safe and efficient service to our customers. We value our employees and drivers and recognize each person's need for safe and healthy work environment. Employees who use illegal drugs and abuse alcohol tend to be less productive, less reliable, more prone to accidents and more prone to greater absenteeism, resulting in the potential for increased accidents, costs and risks to the Company.

We are committed to maintaining a safe workplace for our drivers and other users of the highways that is free from illegal drug use and the misuse of alcohol.

We will comply with the requirements for testing of the U.S. Department of Transportation and other Federal and State laws and regulations. We therefore forbid the unlawful use or possession of alcohol and controlled substances.

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### **D. DRUG TESTING, con't.**

The violation of this policy or regulations and laws may result in severe disciplinary action, up to and including termination, at our sole discretion.

- 1. Designated Person to Answer Questions and Administrate the Drug and Alcohol Program**
  - a. Metpath Clinical Laboratory has been designated as the program administrator and to answer your questions regarding alcohol and drug testing programs. Please call (708) 595-3888.
- 2. Categories of Drivers who are Subject to alcohol and Drug Testing**
  - a. All drivers who are required to obtain a Commercial Driver's license (CDL) are subject to the drug and alcohol testing requirements.

### **3. Use of Drugs/Alcohol While Involved in Safety-Sensitive Functions.**

- a. A driver shall not use alcohol when performing safety-sensitive functions nor perform safety-sensitive functions within four hours of using alcohol. Most testing will be done while the driver is performing a safety-sensitive function, just before the driver is to perform a safety-sensitive function, or just after the driver has ceased performing the safety-sensitive function.
- b. A driver shall not report for duty or remain on-duty when his or her job requires performing safety-sensitive functions if he or she has been using drugs or has tested positive for drug use.
- c. A driver is performing a safety-sensitive function when:
  - 1. Waiting at a terminal, facility, or other property to be dispatched, unless the driver has been relieved from duty by the motor carrier.
  - 2. Performing pre-trip inspections or servicing the motor vehicle.
  - 3. Driving the motor vehicle.
  - 4. Loading or unloading the vehicle, supervising the loading or unloading, giving receipts for the load, or remaining in readiness to operate the motor vehicle.

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### **D. DRUG TESTING, con't.**

- 5. Performing duties and services at an accident.
- 6. Repairing, obtaining assistance, or remaining in attendance of a disabled vehicle.

### **4. Driver Conduct That is Prohibited**

- a. A driver shall not perform in a safety-sensitive function:
  - 1. While having an alcohol concentration of 0.04 or greater as indicated by an alcohol breath test.
  - 2. While using alcohol.
  - 3. Within four hours after using alcohol.

4. Abusing controlled substances.
5. While possessing alcohol unless the alcohol is manifested and transported as part of the shipment.

b. A driver shall not:

1. Use alcohol for 8 hours following an accident unless the driver has been given a post-accident test.
2. Refuse to submit to a required alcohol and/or drug test involving post-accident, random, reasonable suspicion, or follow-up testing.

#### **5. When Must a Driver be Tested**

- a. Pre-employment - conducted before applicants are hired or after an offer to hire, but before actually performing safety-sensitive functions for the first time. Also required when employees transfer to a safety-sensitive position.
- b. Random - conducted on a random unannounced basis, just before, during or just after performance of a safety-sensitive function.
- c. Reasonable Suspicion - conducted when a trained supervisor observes behavior

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#### **D. DRUG TESTING, con't.**

or appearance that is characteristic of alcohol or drug misuse.

- d. Post-accident - Drivers must have a drug test following a reportable accident if the driver receives a citation for a moving violation, or there is a fatality in the accident. The urine sample must be given within 32 hours of the accident. You must notify the Safety Department regarding the accident and you will then be told where to report to submit the urine sample. Drivers that fail to submit to a post accident drug screen or fail to report a reportable accident, will be considered a positive test, resulting in immediate termination of employment or contract.
- e. Return-to-duty and Follow-up - conducted when an individual who has violated the prohibited alcohol/drug conduct standards returns to performing safety-sensitive duties. Follow-up tests are unannounced and at least 6 tests (alcohol) must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return

to duty.

## **6. Refusal to Submit to a Test**

- a. The Federal Motor Carrier Safety Regulations provide that a driver shall not refuse to submit to a post accident, reasonable suspicion test, random selection or follow-up test. Failure to submit within the assigned time frame be considered a positive test, resulting in immediate termination of employment or contract.
- b. No motor carrier shall permit a driver who refuses to submit to a required test to perform or continue to perform safety-sensitive functions.
- c. In alcohol testing, the refusal to sign the Certificate of Receipt is regarded as a refusal to take the test. Not providing an adequate amount of breath may, under certain conditions, be regarded as a refusal to take a test.
- d. In drug testing, failure to provide sufficient urine may constitute a refusal.

## **7. Drug Testing Procedures**

- a. DOT testing is limited to five drug types.
  1. Marijuana

### **SECTION 1 - SAFETY**

#### **D. DRUG TESTING, con't**

2. Cocaine
  3. Opiates
  4. Amphetamines
  5. Phencyclidine (PCP)
- b. Testing for drugs is done through urine samples. In order for these samples to be taken, the employer must have one or more designated collection and ship specimens to a certified laboratory. A designated collection site must have:
    1. An enclosure where private urination can take place.
    2. A toilet for completion of urination unless the single-use collector is large enough to hold a complete void.
    3. A source for washing hands (preferably out side the enclosure).

4. Site security must be maintained both before and during the collection.
5. Chain of custody must be used to protect the integrity and identity of the specimen and the specimen must be shipped to the laboratory.

c. A split specimen collection will be done:

1. After the urine specimen is received by the laboratory two tests may be conducted. The first test is a screening test to determine presence of any of the above five drugs at specified levels determined by DOT. If the test is negative, the results are then reported to the Medical Review Officer. If the test is positive a second confirmation test is then conducted.

If the results are positive from the confirmation test, the Medical Review Officer is contacted and he/she then contacts the employee to determine if there could be any reason the test could be showing a false positive or if the employee was on prescribed drugs that might cause a reaction. Based on this information, the MRO may request further testing or may report a confirmed negative or positive to the employer.

## **SECTION 1 - SAFETY**

### **D. DRUG TESTING, con't**

If the employer requests the second bottle of the split sample can be sent to another lab for testing. This request must be made within 72 hours of notification of the positive findings.

## **8. Alcohol Testing Procedures**

The rules require breath testing using evidential breath testing devices (EBT) approved by the National Highway Traffic Safety Administration (NHTSA). Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a “negative” test. If the alcohol concentration is 0.02 or greater, a second confirmation test must be conducted. The employee and the individual conducting the breath test (called a breath alcohol technician (BAT) complete the alcohol testing form to ensure the results are properly recorded. The confirmation test, if required, must be conducted using a BT that prints out the results, date and time, a sequential test number and the name and serial number of the EBT to ensure the reliability of the test results. The

confirmation test results determines any actions taken. Testing procedures that ensure accuracy, reliability and confidentiality of the test results are outlined in Part 40 rule. These procedures include training and proficiency requirements for the breath alcohol technicians (BAT), quality assurance plans for breath testing devices (including calibration), requirements for a suitable test location, and protection of employee test records.

## **9. Consequences of a Positive Drug or Alcohol Test**

- a. Testing positive for alcohol (.04 or greater)
  - 1. Cannot perform a safety-sensitive function
  - 2. Must be evaluated by Substance Abuse Professional (SAP)
  - 3. Will result in immediate termination of employment or contract.
  
- b. Testing positive for alcohol (.02 but less than .04)
  - 1. The driver must be removed from his/her safety-sensitive position for at least 24 hours.
  
- c. Testing positive for drugs

## **SECTION 1 - SAFETY**

### **E. ACCIDENT PROCEDURES, con't**

- 1. Cannot perform a safety-sensitive function.
  - 2. Must be evaluated by a Substance Abuse Professional (SAP).
  - 3. Will result in immediate termination of employment or contract.  
If a driver tests positive for either drugs or alcohol he/she is subject to follow-up drug tests for the next 60 months (5 years).
- 1. In the event of an accident, the driver must:
    - a. Stop immediately.
    - b. Take necessary precautions to prevent further accidents.
    - c. Put out warning devices according to DOT requirements.
    - d. Render assistance but do not move injured persons.
    - e. Call police.
  
  - 2. Reporting of accidents:
    - a. After the police have been called, the driver must immediately call and report the accident to the Safety Department of the company. They

must also fill out the Report of Accident of Occurrence provided in the Accident Reporting Kit in its entirety and return to the Safety Department.

- b. Accidents occurring after office hours, call:  
*The 24-hour number provided in the Accident Reporting Kit)*
- c. When reporting an accident, state your location, type of accident, number of injuries or fatalities (if any), if police have been called, and hours driving since last break.
- d. One of the driver's first duties is to secure the names and addresses of possible witnesses. Don't scare anyone by using the word "witness". Take the license numbers of vehicles in the immediate vicinity and politely ask all persons present for their names and addresses.
- e. Never admit responsibility - make promises - or argue at the scene of an accident. Discuss the accident only with the police.

## SECTION 1 - SAFETY

### E. ACCIDENT PROCEDURES, con't.

- f. If the other driver admits fault, have him/her sign the Driver's Exoneration Card provided in the Vehicle Accident Report Kit.
- g. Keep in mind that you, the driver, will likely be the only company representative present for some time. Therefore, it is up to you to get all the facts and every shred of evidence and information that will protect you and the company from liability.
- h. A company accident report must be made out by the driver following any contact or alleged contact between your vehicle and another vehicle, object or person resulting in property damage and/or personal injury, no matter how minor the driver may consider it to be. Mail, deliver or call in this report to the office as instructed by the company.
- i. To correctly complete an accident report, the driver will need to know the following:
  - 1. Location, time and date (including hour) of accident.
  - 2. Make, model, type and license number of other vehicles.

3. Registered owner of all vehicles.
  4. Name, address, phone number, and age of all drivers and passengers involved.
  5. Extent of damage and/or injury.
  6. Name of police officers at the scene.
  7. Name of insurance carriers on all vehicles involved.
  8. Names and addresses of all possible witnesses.
  9. Fill out, in its entirety, the orange form in your accident packet and return to Safety Department.
- j. Upon return to the terminal, you may be required to provide additional information or to fill out additional reports, depending on state requirements.
- k. The driver must show correct time and place of the accident on his/he daily log.

## SECTION 1 - SAFETY

### E. ACCIDENT PROCEDURES, con't.

- 3. Company policy regarding accidents:**
  - a. The company defines an accident as any contact or alleged contact between the driver's unit and another vehicle, object, or person resulting in property damage and/or personal injury.
  - b. Failure to report any accident on public or private property, regardless of severity, will result in termination.
  - c. When there is a vehicle accident which involves serious equipment damage, serious personal injury, or serious property damage, or there is suspicion of driver negligence, the driver may be grounded at Company discretion. The driver would then not be permitted to do any further driving or work until the Company completes the accident investigation.
  - d. All accidents will be reviewed by the Safety Department to determine whether the accident was preventable or non-preventable, what can be done to prevent re-occurrences, and the type of disciplinary action to be taken. If the accident is recorded as a chargeable accident the driver can then appeal and it will be decided upon by the Accident Review Board. Repeated vehicle accidents may result in disciplinary action, up to and

including termination.

### **A Guide To Determining Preventability Of Accidents**

The types of accidents listed below cannot cover every accident which may occur but they are intended to provide guidance in determining the eligibility of drivers for awards.

#### **NON-PREVENTABLE ACCIDENTS**

##### **A. Struck in Rear by Other Vehicle**

###### **Non-Preventable if:**

1. Driver's vehicle was legally and properly parked;
2. Driver was proceeding in his own lane of traffic at a safe and lawful speed;
3. Driver stopped in traffic due to existing conditions or was stopped in compliance with traffic sign or signal or the directions of a police officer or other person legitimately controlling traffic.
4. Driver was in proper lane waiting to make a turn.

#### **SECTION 1 - SAFETY**

##### **E. ACCIDENT PROCEDURES, con't.**

##### **B. Struck While Parked**

###### **Non-Preventable if:**

1. Driver was properly parked in a location where parking was permitted;
2. Vehicle was protected by emergency warning devices as required by DOT and state regulations or if driver was in process of setting out or retrieving signals. These provisions shall apply to the use of turn signals as emergency warning lights under DOT regulations.

#### **PREVENTABLE ACCIDENTS**

##### **A. Accidents at Intersections**

###### **Preventable if:**

1. Driver failed to control speed so that he could stop within available sight distance;
2. Driver failed to check cross-traffic and wait for it to clear before entering intersection;
3. Driver pulled out from side street in the face of oncoming traffic;
4. Driver collided with person, vehicle or object while making right or left turn;

5. Driver collided with vehicle making turn in front of him.

**B. Striking Other Vehicle in Rear**

**Preventable if:**

1. Driver failed to maintain safe following distance and have his vehicle under control;
2. Driver failed to keep track of traffic conditions and note slowdown;
3. Driver failed to ascertain whether vehicle ahead was moving slowly, stopped or slowing down for any reason;
4. Driver misjudged rate of overtaking;
5. Driver came too close before pulling out to pass;
6. Driver failed to wait for car ahead to move into the clear before starting up;
7. Driver failed to leave sufficient room for passing vehicle to get safely back in line.

**C. Sideswipe and Head-On Collisions**

**SECTION 1 - SAFETY**

**E. ACCIDENT PROCEDURES, con't.**

**Preventable if:**

1. Driver was not entirely in his proper lane of travel;
2. Driver did not pull to his right and slow down and stop for vehicle encroaching on his lane of travel when such action could have been taken without additional danger.

**D. Struck in Rear by Other Vehicle**

**Preventable if:**

1. Driver was passing slower traffic near an intersection and had to make sudden stop;
2. Driver made sudden stop to park, load or unload;
3. Vehicle was improperly parked;
4. Driver rolled back into vehicle behind while starting on grade.

**E. Squeeze Plays and Shutouts**

**Preventable if:**

1. Driver failed to yield right-of-way when necessary to avoid an accident.

**F. Backing Accidents**

**Preventable if:**

1. Driver backed up when backing could have been avoided by better planning of his route;
2. Driver backed into traffic stream when such backing could have been avoided;
3. Driver failed to get out of cab and check proposed path of backward travel;
4. Driver depended solely on mirrors when it was practical to look back;
5. Driver failed to get out of cab periodically and recheck conditions when backing a long distance;
6. Driver failed to sound horn while backing;
7. Driver failed to check behind vehicle parked at curb before attempting to leave parking space;
8. Driver relied solely on a guide to help him back;
9. Driver backed from blind side when he could have made a sight-side approach.

**G. Accidents Involving Rail-Operated Vehicles**

**SECTION 1 - SAFETY**

**E. ACCIDENT PROCEDURES, con't.**

**Preventable if:**

1. Driver attempted to cross tracks directly ahead of train or streetcar;
2. Driver ran into side of train or streetcar;
3. Driver stopped or parked on or too close to tracks.

**H. Accidents While Parking**

**Preventable if:**

1. Driver passed where view of road ahead was obstructed by hill, curve, vegetation, traffic, adverse weather conditions, etc.;
2. Driver attempted to pass in the face of closely approaching traffic;
3. Driver failed to warn driver of vehicle being passed;
4. Driver failed to signal change of lanes;
5. Driver pulled out in front of other traffic overtaking from rear;
6. Driver cut-in short returning to right lane.

**I. Accidents While Being Passed**

**Preventable if:**

1. Driver failed to stay in his own lane and hold speed or reduce it to permit safe passing.

**J. Accidents While Entering Traffic Stream**

**Preventable if:**

1. Driver failed to signal when pulling out from curb;
2. Driver failed to check traffic before pulling out from curb;
3. Driver failed to look back to check traffic if he was in position where mirrors did not show traffic conditions;
4. Driver attempted to pull out in a manner which forced other vehicle(s) to change speed or direction;
5. Driver failed to make full stop before entering from side street, alley or driveway;
6. Driver failed to make full stop before crossing sidewalk;
7. Driver failed to yield right-of-way to approaching traffic.

**SECTION 1 - SAFETY**

**E. ACCIDENT PROCEDURES, con't.**

**K. Pedestrian Accidents**

**Preventable if:**

1. Driver did not reduce speed in area of heavy pedestrian traffic;
2. Driver was not prepared to stop;
3. Driver failed to yield right-of-way to pedestrian.

**L. Mechanical Defects Accidents**

**Preventable if:**

1. Defect was of a type which driver should have detected in making pre-trip or en route inspection of vehicle;
2. Defect was of a type which driver should have detected during the normal operation of the vehicle;
3. Defect was caused by driver's abusive handling of the vehicle.

**M. All Types of Accidents**

**Preventable if:**

1. Driver was not operating at a speed consistent with the existing conditions or road, weather and traffic;
2. Driver failed to control speed so that he could stop within assured clear distance;
3. Driver misjudged available clearance;
4. Driver failed to yield right-of-way to avoid accident;
5. Driver failed to accurately observe existing conditions;

6. Driver was in violation of Company operating rules or special instructions, the regulations of any federal or state regulatory agency, or any applicable traffic laws or ordinances.

Any preventable accident will have a negative affect on the Safety Bonus Program which all drivers are eligible for.

Any damage or breakdown on a Company tractor or trailer or damage done to a 3<sup>rd</sup> party, caused by driver error or negligence, will result in the driver receiving a written warning and paying up to \$1,000 of the cost incurred. Termination will result if this occurs a second time.

## SECTION 1 -SAFETY

### F. REFRIGERATED TRAILER PROCEDURES

- A.
  1. Are the door seals tight and unbroken?
  2. Is the vent gasket in good condition?
  3. Is the reefer unit properly mounted?
  4. Is the fuel supply adequate?
  5. Are the fuel and electric lines well secured and in good condition?
  6. Is the fuel tank filler cap in place?
  7. Check the oil level.
  8. Check the air cleaner oil level.
  9. Make certain that defrost drains are clean and unobstructed.
  10. Are the battery connections clean and tight?
  
- B. Precool/Start-up
  1. Close all doors and vents.
  2. Set the thermostat to the desired temperature, and start the reefer unit according to the manufacturer's instructions (on, or near, the control panel).
  3. Check the engine oil pressure.
  4. Is the ammeter showing charge?
  5. Check the signal lights and compound gauge.
  
- C. Loading

Allow the unit to run one-half hour to one hour, before loading, to remove residual body heat and moisture, and to precool the body interior.

To ensure delivery of the load at the desired temperature, it must be

properly loaded. The most frequently overlooked factor is providing for airflow over, through, around, and under the load. Cold air must be delivered to the rear of the trailer, so it may flow toward the unit, picking up heat on its return to the evaporator. The product must not be stacked tightly against the walls, or ceiling, or the load will develop warm spots or cold spots.

Loading too tightly can cause loss of refrigeration capacity of the unit due to insufficient airflow through the evaporator for efficient heat transfer.

Loading too high can cause partial freezing of a fresh load, if the thermostat is set near to the freezing point of the product. There must be sufficient space for the discharged air to be mixed and tempered with the

## **SECTION 1 -SAFETY**

### **F. REFRIGERATED TRAILER PROCEDURES, con't.**

load space before contacting the product. If a flexible ceiling duct is restricted by stacking too high, air flow is reduced. Always clean refrigerated trailers, before loading, to ensure that the air return channels on the floor are open. The channels can collect paper and debris, which can block the air return.

Spot check and record the load temperature while loading. Especially note any off-temperature product. (Don't buy someone's bad product with a cargo claim.)

Defrost according to the manufacturer's instructions.

#### **D. Inspections While Under Load (Every 4 hours)**

1. Check the fuel, oil and coolant gauges.
2. Note the thermostat setting.
3. Note the temperature reading on the unit thermometer.
4. Suction pressure should run between 0-30, depending on the temperature. Anytime the suction pressure falls below zero (unless temperature is many degrees below zero) there is cause for concern. Normally, manual defrost will cure the problem. In extreme cases, a freon recharge is needed.
5. The temperature reading should be within 2 degrees F of the thermostat setting. (The temperature reading may be higher if the unit is in defrost, or has just come off defrost.)

6. Manually defrost the unit after any en route inspection.
7. Flag log at time of inspection using initials "C.C.," or words "cargo check."

After running the first three hours, check the product temperatures, and defrost the reefer unit. Every four hours thereafter, perform the inspections while under load. Always check shipper's bills for desired temperatures. If not stated on bill, consult customer. If customer cannot answer, check with dispatch.

If products are loaded at a temperature other than specified above, you should advise the loading supervisor. If the supervisor wants to ship the

## **SECTION 1 -SAFETY**

### **F. REFRIGERATED TRAILER PROCEDURES, con't.**

product at other temperatures, call the central dispatch office to advise them of the facts, so the necessary action can be taken.

- E. Picking up a Loaded Sealed Trailer
  1. Check the thermostat setting to be certain it is at the proper temperature.
  2. Check the product temperatures.
  3. Check the unit for proper oil, water, and fuel levels.
  4. Be certain proper defrosting has taken place. Should defrosting be necessary, depress the manual defrost button.
  5. If there are any irregularities, report to the central dispatch office immediately.
  6. After three running hours, and every four hours thereafter, perform inspections while under load.

- F. Delivery Receipt(s)

Present your delivery receipt(s) to the consignee for legible signature (not just the first name, or initials) and the date. Contact the central dispatch office, immediately, if there is any problem in obtaining a clear, signed delivery receipt, noting that seals were intact upon arrival.

DRIVER'S  
SAFETY  
MANUAL

DISPATCH

## A. DISPATCH PROCEDURE

1. Drivers must check each day with dispatch between the hours of:  
  
Monday through Saturday - 7:00 a.m. to 10:00 a.m. local time (local time is the time in the area you're in.) Drivers hauling produce must call each day 7:30 a.m. to 10:00 a.m. and 3:30 p.m. to 5:00 p.m. Drivers must give pulp temperature to dispatch when calling in.  
  
Drivers hauling meat loads must call each day by 6:30 a.m.
2. If you are running behind schedule, you must inform your dispatcher.
3. Drivers will report promptly for dispatch when called, and leave when scheduled.
  - a. When home, check in with outbound dispatch on a daily basis.
  - b. Drivers are required to have a telephone or some way of easily being reached.
4. Call dispatch immediately when unloaded.
5. Inform your home terminal dispatcher of any trailer switch.
6. Check with dispatch if a pick up is not the same as originally dispatched.
7. Drivers will be fined \$50 per phone-in period for failure to call in.

## B. APPOINTMENTS

1. Most appointments are made by The Company. Occasionally drivers may be required to make their own appointments.
2. If for any reason the driver will be more than 15 minutes late for an appointment, the driver must notify dispatch.
3. The driver may be asked by dispatch to contact the customer. Any time a customer is contacted, the driver must get the name of the person spoken to.
4. Drivers will not change the pickup or delivery appointment without dispatch permission.

## SECTION 2 - DISPATCH

### C. LOADING AND UNLOADING

1. Drivers of The Company are required to assist in loading or unloading freight, and in some cases, to load or unload without assistance.
2. Do not discuss any questions concerning the driver's role in loading or unloading with the customer. Instead, call dispatch and have any problems handled by the office.
3. Call in immediately, before loading, if a shipper informs you of any pick up or stops not assigned by dispatch.
4. Drivers are responsible for the cargo count of any freight loaded in the trailer is pre-loaded, the bills must state, "Shipper Load & Count".
5. On sealed loads, the consignee must remove the seals, note **the seal number on the bills, and state, "Seals Intact". This is a must!**
6. If the driver is required to remove the seals, the consignee will witness such and **mark the bills accordingly.**
7. On multi-stop loads, you must have enough seals to cover all stops. At each delivery, have the customer **note and initial on the bills** that a new seal was attached and record the new seal number.
8. Weigh the tractor/trailer on all loads. Call dispatch if there is a problem with legal weights. The driver is responsible for almost all overweight fines.

### D. CLAIMS

1. Unless bills state, "Shipper Load & Count," **drivers will be held responsible for all claims.** Any shortages, overages, and/or damages must be reported to **The Safety Department.** Certain customers issue drivers an instruction packet stating that the shipper must be notified of any shortages, overage, and/or damages, or if daily call-in is required. If these instructions are not followed, a claim will be made against the driver.
2. If the driver notices damaged product being loaded, product damaged while loading, or product likely to be damaged because of the manner it is loaded, the driver must notify first the shipper and then dispatch immediately. Have shipping papers with you when calling. **No damaged product will be allowed on the trailer.**

## SECTION 2 - DISPATCH

## D. CLAIMS

3. Claims department must be notified of all shortages or damages **before leaving the shipper or consignee** during normal office hours. After hours, you will use your own judgment whether or not the shortage or damage can wait until the following morning. If you do not call in when it occurs, you **MUST** speak with the claims the following morning when you make your daily call-in to dispatch. **Failure to follow this procedure will result in the driver being responsible for the claim.**
4. MEAT LOADS: When a shortage, overage, or damage occurs on a meat load, the driver must first call the shipper and report to them the problem. The driver then must call dispatch **before leaving the customers**. Normal hours for call-in on any O.S.&D.'s is 6:00 a.m. to 5:00 p.m. If after hours (on a meat load only), call one of the emergency numbers provided to you in the Accident Reporting Kit.
5. Damage to cargo caused by driver negligence will be paid for by the driver.

## E. PALLET POLICY

The following is The Company's revised pallet policy.

1. If leaving the pallets, the driver is responsible to insure the pallets are in #1 condition. The driver must return with the same number of #1 pallets. Check the pallet count on the trip envelope before leaving and record the quantity of #1 pallets returned.
2. Dispatch must be informed of all pallet exchange loads.
3. If a driver can't get #1 condition pallets or an equal number of pallets in exchange, dispatch must be called immediately. **Don't leave the customers dock until released by dispatch! Don't hassle the customer!**
  - a. Dispatch **must** immediately call the shipper to find out what they want us to do.
  - b. When the shipper resolves the problem, they are required to fax to us, instructions as to what we are supposed to do before we leave the customers dock.

## SECTION 2 - DISPATCH

#### **E. PALLET POLICY, con't.**

4. If your required to have pallets, and don't have them, you must purchase them before going to pick up the load.
5. Drivers will not be allowed to charge pallets to our account. Drivers will be charged for pallets that are charged to our account without prior authorization. Our goal is to have zero pallet balances with our customers.
6. If pallets must be abandoned or dropped at a pallet drop point, the driver must have permission from dispatch prior to dripping off the pallets. The driver is required to turn in a pallet control report signed by someone at the drop point.
7. The only acceptable pallets are 40" x 48" four way food pallets in #1 condition. Accept no substitutes.
8. Drivers will be charged for all pallets lost or unaccounted for. The computer shows us which trailers have pallet racks and the dates each driver had a particular trailer.
9. If a driver picks up a trailer with a pallet rack and it doesn't have pallets in the rack or inside the trailer, the driver must immediately call dispatch.

We all must follow this policy strictly in an effort to reduce our huge cost of pallets.

It will be the responsibility of the shop personnel to insure #1 pallets are in the pallet racks, when necessary, before the trailer leaves the yard.

#### **F. C.O.D. LOADS**

1. If a load is designated as C.O.D. when the driver arrives at the consignee, the driver must obtain a check or a certified check as specified on the bill before any cargo is unloaded, unless unloading without a check is approved by dispatch. After the check is in hand and the cargo unloaded, the driver must contact The Company office to see if the check is to be immediately mailed or brought into the office with the driver's other paper work. Include the check number and amount on the bills.

### **SECTION 2 - DISPATCH**

#### **F. C.O.D. LOADS, con't.**

2. When bills are marked "Collect", it refers to the freight and not to the C.O.D.

charges. Check with dispatch to clarify if a load is C.O.D.

3. If a driver fails to collect money as specified, the driver may be required to pay the freight charges.

### **G. DROPPING AND HOOKING TRAILERS**

1. Trailers must be dropped in the designated area at the terminal. Tractors must be unhooked from trailers and parked in the designated area.
2. Trailers must always be dropped with the reefer unit ½ full of fuel.
3. When parking trailers at the terminal, allow enough room between trailers to use the dolly crank.
4. Whenever the driver picks up or drops a trailer at any location, a Bad Order Equipment Report must be filled out on the trailer.
5. Drivers are responsible for all damage to trailers they pull. If you see any damage, report it to the office before the trailer is hooked.
6. When dispatched to pick up an empty trailer, check to be certain that the trailer is actually empty.
7. Drivers are required to keep trailers they pull clean on the inside by sweeping. When on the road, inside cleanliness is the total responsibility of the driver. If any claims arise due to a dirty trailer, the driver will pay for the full claim. If a trailer requires washing, this must be authorized by dispatch.
8. Tractors must be plugged in during the winter and be unhooked from the trailer.

### **H. LOSS DAMAGE AND THEFT OF CARGO**

1. Unless the bills are marked “Shipper Load & Count”, the driver must inspect and count all cargo before departing from the shipper’s premises. On live loading, shipper load and count, the driver must inspect the cargo for damage.

## **SECTION 2 - DISPATCH**

### **H. LOSS DAMAGE AND THEFT OF CARGO, con’t.**

When parking a loaded trailer, make every effort to park with the trailer doors close to a pole or fence to help prevent theft. If this isn’t possible, park in a well lit area or back to back with another trailer.

If any cargo is stolen from a trailer, it must be reported to the local police and a police report must be made. Information you must turn in includes (but is not limited to): police department theft was reported to, telephone number of that police department, the name of the officer that took the report, and the police report number.

2. While cargo is in transit, the following rules apply:
  - a. Slow down on rough roads to prevent damage to cargo.
  - b. On any shipment, attempt delivery only during the receiving hours of the consignee, unless otherwise instructed by dispatch.
  - c. Do not park at consignee's lot without the consignee's permission.
  - d. Always park with the rear of the trailer against a wall, fence or other barrier.
  - e. Do not leave a trailer unattended at any time. Leave tractor hooked to trailer and lock tractor doors, unless at the terminal.
  - f. Be careful that the area you park in is not soft, muddy, snow covered, etc.
3. If any damage or loss of cargo or equipment occurs and the above instructions have not been followed to the letter, the driver will pay for the damage or loss.

## **I. PRODUCE LOADS**

1. Pulp temperature on produce loads must be recorded at the shipper and initialed by the shipper representative.
2. Dispatch must be notified of the pulp temperature at the shipper's. Pulp the bottom, center, and top of all produce loads. Call the 3 temperatures into dispatch. Do not leave the shipper's location until dispatch is called.
3. All claims for damage or spoilage on a produce load due to driver negligence will

## **SECTION 2 - DISPATCH**

### **I. PRODUCE LOADS, con't.**

be charged to the driver.

4. If produce does not look healthy, or if there is not an inspector's ticket with the product, do not load until calling dispatch.

## J. BANANA LOADS

1. Drivers must have a pulp thermometer for banana loads. If you are dispatched on a banana load, it is up to you to purchase a pulp thermometer. Metal thermometers are not accurate.
2. Most banana loads are palletized. If they are not, drivers must have pallets to load bananas. Put pallets on the floor of the trailer and leave ample space in the nose for air circulation.
3. Banana loads must be pulped at the shipping point and twice each day, once in the morning and once in the afternoon. These pulp temperatures must be immediately called into dispatch.
4. The perfect temperature for bananas is 60 degrees Fahrenheit. Use your pulp thermometer. If your reefer unit is cycling properly, believe your thermostat setting (Temp Setting) before the Temp Gauge on the reefer control panel. However, always verify the temperature inside the trailer every 4 hours with your pulp thermometer.
5. Bananas that have been chilled must not be loaded. Check for chilled bananas with the following procedure:
  - a. Separate the outside hide from the inside stringy fibers. LOOK FOR RED SPOTS. The presence of red spots indicates a chilled banana.
  - b. Squeeze the banana. If the juice is milky colored and textured, the banana was chilled.

\* If any of the two above conditions exist, call dispatch IMMEDIATELY.
6. Make sure reefer unit is on “continuous run”.
7. In the winter, plug all the drain holes.

## SECTION 2 - DISPATCH

### J. BANANA LOADS, con't.

8. Approximately 3 hours en-route after loading, stop and pulp bananas. Open the doors of the trailer for 5 to 10 minutes for airing out.
9. Never set the reefer below 58 degrees unless OK'd by The Company claims. Warm bananas are better than chilled bananas. Chill damage can show up at 56

degrees.

**3**

# DRIVER'S SAFETY MANUAL

# PAPERWORK

## SECTION 3 - PAPERWORK

### A. REQUIRED PAPERWORK

1. Paychecks or settlements will not be issued if these items are not complete:
  - a. Trip envelope, with back completed as in the example included in this section.
  - b. Signed bill of lading for each consignee. For a driver to be reimbursed for hand loading or unloading, the bill of lading must be signed by the shipper

or the consignee to the effect that the driver did indeed do the loading or unloading. If for some reason the person responsible for signing the bills will not sign, the driver should sign the bills stating that person refused to do so.

**WE CANNOT BILL THE CUSTOMER WITHOUT THE SIGNATURES ON THE BILL OF LADINGS.** If you fail to do so, you will not be paid for the work you did.

Lumper receipts must be signed by the lumper, and the bill of ladings still need to be signed that the freight was hand loaded or unloaded. **WE CAN ONLY REIMBURSE YOU FOR WHAT WE CAN COLLECT FROM THE CUSTOMER.**

Company drivers will be reimbursed lumber costs on road expenses only.

Owner/operator drivers will be reimbursed on their manifest's only.

- c. Daily logs.
  - d. Trip sheets - start a new trip sheet when you change tractors.
  - e. Original fuel receipts (no copies).
  - f. Original turnpike tickets.
  - g. Pallet control receipts, if used.
  - h. Completed trip leases with logs.
2. Forward only the correct copies of required paper work.

### **SECTION 3 - PAPERWORK**

#### **B. INSTRUCTIONS FOR COMPLETING THE TRIP SHEET**

The following numbered instructions correspond to the numbers on the properly completed trip sheet included at the end of this section:

Top section for office use only!

1. Terminal

Whichever is applicable.

2. Driver

Driver's legal name.

3. Tractor

The four digit unit number assigned by The Company.

4. Trailer - all trailers if more than one.

The four digit unit number assigned by The Company. It appears on the front of all trailers on the right and left side.

5. Date Started

Date leaving to deliver outbound load.

6. Date Ended

Date when ending a trip. This normally occurs at your home terminal. If this does not occur at your home terminal, record the city and state where your cutting off your paperwork.

7. Total Trip Mileage without "home" bobtail (applies only to owner/operators).

Those miles traveled when pulling a trailer.

### SECTION 3 - PAPERWORK

#### **B. INSTRUCTIONS FOR COMPLETING THE TRIP SHEET, con't.**

8. State

List in the order traveled. Use the legal two digit abbreviations. Please refer to the legal abbreviation list included in this section.

9. Date

The date you enter each state.

10. Entry Route

The highway you are on as you enter each state.

11. Routes of Travel

All highways traveled within each state.

12. Odometer Trip Start

Your odometer reading when you pick up your trailer. This is normally at the home terminal.

12a. Hubometer Trip Start

Your tractor hubometer reading when you pick up a trailer. Do this at the same time you take your odometer reading at the start of your trip. All Company units are equipped with tractor hubometers. Owner/operators should also provide this information if their tractor is so equipped. Trailer hubometers are not to be used for the purpose of trip sheet completion.

13. State Line

The correct odometer reading as you exit each state.

14. Toll Miles

Record the toll miles traveled in Massachusetts and New York only.

### SECTION 3 - PAPERWORK

#### **B. INSTRUCTIONS FOR COMPLETING THE TRIP SHEET, con't.**

These are miles traveled between toll booths for which you pay and are given a receipt. New York bridge tools should not be included as New York toll miles. You do not have to split the toll and non-toll miles in any other state for the purpose of trip sheet completion.

15. Non-Toll Miles

Non-toll (free) miles traveled in Massachusetts and New York. These are

miles you do not pay for at a toll booth.

16. Total State Miles

This column reflects all miles traveled in all states. If you do not have toll miles in the states of MA and NY, this is the only mileage column that you need to complete.

NOTE: To figure your total state miles for each state, use the method described in the following example:

When east bound through Ohio, subtract your exiting odometer reading for Indiana from your exiting reading for Ohio. This will give you the total state miles run in Ohio.

17. Total Fuel Gallons - Tractor

Tractor fuel purchases made during any one trip, including terminal bulk fuel. Each purchase is to correspond with the correct state on the correct date. Do not list any dollar amounts. Round figure to nearest tenth of a gallon.

18. Total Fuel Gallons - Trailer

Company drivers only - Trailer fuel purchases (including terminal bulk fuel) made during any one trip. Each purchase is to correspond with the correct state on the correct date. Please do not list any dollar amounts.

Owner/Operators - Do not need to record any trailer fuel purchases or

**SECTION 3 - PAPERWORK**

**B. INSTRUCTIONS FOR COMPLETING THE TRIP SHEET, con't.**

submit any trailer fuel invoices.

19. Pick-up and Drop Locations/Remarks

City name of pick-ups and drops shown on the corresponding state line and date. Include any additional comments.

- a. Hub reading, pick up and drop locations: record the correct hubometer/odometer reading at each pick up and drop location.
- b. Show city and state that you started and ended your trip.

Especially if other than *the company's* terminal.

20. Ending Odometer

This is your odometer reading at the point you switch to a different tractor or when you end a trip.

21. Ending Hubometer

Handle this in exactly the same manner as the ending odometer. If a tractor is equipped with hubometer, every trip sheet will reflect a beginning and ending odometer and tractor hubometer reading.

22. Tractor Fuel \$'s, etc.

For office use only, please do not write in this space.

23. Additional Instructions

We do not require:

- separate trip sheets for each load

One trip sheet is used continuously until you begin a new trip (mail in your delivered B/L's with trip sheet papers). This also applies if you have to change tractors during a trip.

If your odometer or tractor hubometer break and you must change how you are recording your mileage, please note this on your trip sheets.

## SECTION 3 - PAPERWORK

### B. INSTRUCTIONS FOR COMPLETING THE TRIP SHEET, con't.

Show complete odometer/hubometer readings. Do not use the last 3 or 4 digits. Do not use tenths, but rather round up or down.

Hand in all paper work at the end of each trip. Please complete the trip sheets neatly. Information is recorded directly from your trip sheet. We must be able to read it.

### C. LOCAL HAULING REPORT

1. A Local Hauling Report is used when:

- a. A driver picks up a load that will be another driver's outbound load.
  - b. A driver is performing work spotting trailers.
2. When spotting trailers, show the correct numbers of all trailers in the "Stop or Pickup Location-Comments" area of the report. Indicate any "bobtail" miles as such.
  3. Miles shown on the Local Hauling Report must not be shown on a long haul trip sheet.
  4. Always record tractor hubometer readings, not odometer readings.
  5. Local hauling sheets can not be used if crossing any state line.

#### **D. FUEL INVOICES**

1. All over the road tractor fuel purchases must be verified with the original fuel invoice submitted with the applicable trip sheet. This requirement applies to all states.
2. An acceptable fuel invoice must include the following (refer to sample at end of this section):

### **SECTION 3 - PAPERWORK**

#### **D. FUEL INVOICES, con't.**

- a. It must be the original white top copy of the invoice.
- b. The name of the fueling location, its city, state, and address. This information cannot be handwritten.
- c. Indicate the purchaser of the fuel as The Company. This is required whether the fuel is purchased with cash, a fuel card issued by The Company or a fuel card issued to an Owner/operator.
- d. The total number of gallons purchased, the price per gallon, the discount (if any), total amount paid, and whether cash or charge.
- e. The date of purchase and The Company unit number.

- f. Signature of the driver receiving the fuel.
  - g. Indicate hubometer/odometer at time of fuel purchase.
3. Tractor and trailer fuel must be recorded on separate invoices.

**E. TOLL TICKETS**

- 1. Company drivers must turn in all original toll tickets for reimbursement. Record your name and unit number on the face of all MA and NY toll tickets.
- 2. Owner/operators must turn in original toll tickets for Massachusetts and New York. These states require the Company to maintain proof of all toll miles traveled in their states. Failure to turn in these tickets will result in a pre-determined deduction being taken from the next settlement. Copies of all other toll tickets must be turned into the Safety Department to be matched against the logs.
- 3. Owner/operators should record their name and unit number on the face of all MA and NY toll tickets. The Company will make a copy of the ticket and return the original. If a readable copy cannot be made, the Company will retain the original and return the copy.

**SECTION 3 - PAPERWORK**

**STATE ABBREVIATIONS**

Alabama	AL	Montana	MT
Arizona	AZ	Nebraska	NE
Arkansas	AR	Nevada	NV
California	CA	New Hampshire	NH
Canada	CN	New Jersey	NJ
Colorado	CO	New Mexico	NM
Connecticut	CT	New York	NY
Delaware	DE	North Carolina	NC
District of Columbia	DC	North Dakota	ND
Florida	FL	Ohio	OH
Georgia	GA	Oklahoma	OK
Idaho	ID	Oregon	OR
Illinois	IL	Pennsylvania	PA
Indiana	IN	Rhode Island	RI

Iowa	IA	South Carolina	SC
Kansas	KS	South Dakota	SD
Kentucky	KY	Tennessee	TN
Louisiana	LA	Texas	TX
Maine	ME	Utah	UT
Maryland	MD	Vermont	VT
Massachusetts	MA	Virginia	VA
Michigan	MI	Washington	WA
Minnesota	MN	West Virginia	WV
Mississippi	MS	Wisconsin	WI
Missouri	MO	Wyoming	WY

4

# DRIVER'S SAFETY MANUAL

# MAINTENANCE & EQUIPMENT

## SECTION 4 - MAINTENANCE & EQUIPMENT

### A. SHOP HOURS

1. The shop is open Monday through Friday 8:00 a.m.-6:00p.m.. and Saturday 8:00a.m.-1:00p.m..
2. Call the shop during open hours.

### B. CONTRACTOR PERIODIC INSPECTION POLICY

1. In order to insure compliance with D.O.T. regulations, The Company required all vehicles under its control to be inspected at least every 30 days. This includes all contractor units.
2. This inspection is to determine if all parts and accessories which may affect the safe operation of the vehicle are functioning properly.

3. The 30 day inspection will be performed by the contractor. The inspection and maintenance records must be presented to The Company on a monthly basis, sample of which is included at the end of this section.

### **C. DRIVER'S DAILY INSPECTION**

1. Check on both tractor and trailer at the start of each day and at each stop:
  - a. Tires
  - b. Lug nuts
  - c. Lights
  - d. Air lines and connectors
  - e. General appearance - note any new damage

## **SECTION 4 - MAINTENANCE & EQUIPMENT**

### **C. DRIVER'S DAILY INSPECTION, con't.**

- f. Fifth wheel pin locks and sliders
    - g. Brakes - adjust if necessary
  2. Check on tractor only:
    - a. Oil level
    - b. Coolant level
    - c. Air pressure
    - d. Drain air tanks
    - e. Drain fuel separators
    - f. Brake pad level
  3. Check on trailers only:

- a. Oil level in hubs
  - b. Roof for holes and leaks
  - c. Cleanliness of interior
  - d. Fuel, oil, and coolant in reefer unit
  - e. Brake pad level
  - f. Cargo temperature
4. Record the results of a trailer inspection on the “Trailer Inspection Report”, a sample of which is included at the end of this section.

## **SECTION 4 - MAINTENANCE & EQUIPMENT**

### **D. CARE OF EQUIPMENT**

1. No equipment or accessories are to be mounted on the tractors or trailers without the authorization of the shop manager.
2. Report all required equipment repairs in writing on the “Bad Order Equipment Form”, and put the form in the mailbox in maintenance. A sample of this form is included at the end of this section.
3. Any damage or breakdown on a Company tractor or trailer or damage done to a 3<sup>rd</sup> party, caused by driver error or negligence, will result in the driver receiving a written warning and paying up to \$1,000 of the cost incurred. Termination will result if this occurs a second time.
4. Any damage up to \$1,000 discovered on a Company equipment will be charged to the driver unless reported to the Safety Department, Dispatch, or Maintenance before leaving that area.
5. If a driver returns to the terminal with a tractor or reefer unit over a gallon low on oil or water, a warning will be issued to the driver. If this would occur a second time, the driver will be disciplined.

### **E. TIRES**

1. Tires are to be checked at each stop, or if the driver is hauling placarded hazardous materials, tires must be checked every 2 hours or 100 miles, whichever occurs first.
2. When a flat tire is discovered, the shop must be called immediately unless you have an adequate spare. If a tire is run flat, the damage will be charged to the driver.
3. If a tire is replaced, the driver must turn in the carcass or parts to the office along with a copy of the receipt for the new tire.
4. If a tire is discovered to be cupped out or flat spotted due to driver negligence, the damage will be estimated by The Company and charged back to the driver.
5. While on the road, drivers are responsible for all brake adjustments unless authorized by the shop.

## **SECTION 4 - MAINTENANCE & EQUIPMENT**

### **E. TIRES, con't.**

6. Drivers must watch mirrors to detect low tires or trailer swaying.
- F. Payment for Road Repairs or Parts
1. All major repair work or parts that cost over \$25 must be authorized by the shop manager.
  2. The Company will pay original receipts only, no copies.
  3. Company drivers may not purchase oil on the road without approval of the shop manager.
  4. All truck and exterior trailer washes must be approved by the shop manager.
  5. If any repairs or washes are required after shop hours, contact the shop manager at home or a dispatcher at home.
  6. Drivers must watch mirrors to detect low tires or trailer swaying.

### **PAYMENT FOR ROAD REPAIRS OR PARTS**

1. All major repair work or parts that cost over \$25 must be authorized by the shop manager.

2. The Company will pay original receipts only, no copies.
3. Company drivers may not purchase oil on the road without approval of the shop manager.
4. All truck and exterior trailer washed must be approved by the shop manager.
5. If any repairs or washes are required after shop hours, contact the shop manager at home or a dispatcher at home.

DRIVER'S SAFETY  
MANUAL

GENERAL POLICY  
& INFORMATION

## **A. C.D.L. REGULATIONS & POLICIES**

In order to insure that the Company is in compliance with the new commercial driver license regulations, the following policies are effective immediately:

1. A driver will be disqualified from driving a commercial vehicle for a period of not less than one year for the first conviction of the following violations:
  - a. Driving a commercial vehicle under the influence of drugs or alcohol.
  - b. Driving a commercial vehicle with an alcohol concentration of .04 or more.
  - c. Leaving the scene of an accident.
  - d. Using a commercial vehicle in the commission of a felony.
  - e. Refusing to submit to a test to determine the driver's alcohol or drug content.
2. A driver will be disqualified for a period of not less than three years if any of the above violations occur in a vehicle required to be placarded.
3. A driver will be disqualified for life upon the second conviction of any of the above violations. A driver that has been disqualified for life because of violations pertaining to driving under the influence of drugs or alcohol may apply to the state to have the disqualification shortened to ten years, provided the driver has completed an alcohol or drug rehabilitation course.
4. A driver will be disqualified for a period of not less than 60 days if convicted of two serious traffic violations within a three year period (as defined below), or 120 days if convicted of three such serious traffic violations within a three year period.
5. Serious traffic violations include the following:
  - a. "Excessive speed" means 15 m.p.h. or more above the posted speed limit.
  - b. "Reckless driving".

## **SECTION 5 - GENERAL POLICY & INFORMATION**

**A. C.D.L. REGULATIONS & POLICIES, con't.**

- c. “Improper or erratic traffic lane change.”
- d. “Following the vehicle ahead too closely.”
- e. Any violation of state or local law relating to traffic control arising in connection with a fatal accident.

**B. PROBATION’S & DISCHARGE POLICIES**

- 1. Warning Notice, or up to Nine-Month Probation
  - a. Preventable accident
  - b. Three moving violations within nine months
  - c. Failure to comply with D.O. T. Regulations
  - d. Failure to comply with Company Policies
- 2. Discharge Policy
  - a. Two preventable accidents within 12 months or two chargeable accidents within last three years or five violations of any kind within three years.
  - b. D.W.I. (conviction for Driving While Intoxicated) within last 5 years in commercial motor vehicle or within 3 years in personal auto.
  - c. After written notice of failure to comply with D.O.T. Regulations, driver is on probation. If noncompliance is not corrected, driver will remain in violation and will be discharged.
  - d. Second written notice on above is discharge.
  - e. Dishonesty
  - f. Drinking on duty, under any circumstances.
  - g. Reporting in unfit condition to fulfill duties as a result of the use of intoxicating beverages, or drugs.
  - h. Carrying of any passenger without prior Company authorization.
  - i. Conviction of allowing unlicensed operator to drive commercial vehicle.
  - j. Conviction of driving with a suspended license.
  - k. Conviction of fleeing an officer.
  - l. Racing on public highway.
  - m. Reckless driving.

**SECTION 5 - GENERAL POLICY & INFORMATION**

**B. PROBATION’S & DISCHARGE POLICIES, con't.**

- n. Speeding conviction in excess of 20 mph over speed limit.
  - o. Leaving the scene of an accident.
  - p. Conviction of a felony, the commission of which involved the use of a commercial motor vehicle by that driver.
3. Discharge Notice
- a. Proper written notice will be given to the operator.
  - b. Any operator may request review and investigation of discharge.

4. Warning Notice

Warning notice to operator will mean employee shall be automatically on nine-month probation from date of warning notice, or the specified amount of time.

Correction of the problem of policy violation, with no repeat of problem or violation, will result in automatic removal of probation at the end of the period.

**C. DISCIPLINARY POLICY**

- a. Carrying a concealed weapon.
- b. Fighting or attempting bodily injury to another.
- c. Threatening, intimidating, coercing, or interfering with fellow drivers at any time.
- d. Stealing, malicious mischief, or gross carelessness resulting in the loss, injury, or destruction of the property of The Company or of any goods transported by The Company or any property of any driver of The Company.
- e. Falsification of Company records.
- f. An unacceptable amount of late pick ups or deliveries without cause.
- g. Removal of and/or sale of any Company truck or trailer parts such

**SECTION 5 - GENERAL POLICY & INFORMATION**

**C. DISCIPLINARY POLICY, con't**

as tires, batteries, rims, lenses, etc.

- h. Any disagreement with a shipper or consignee.
- i. Tampering with or making unauthorized adjustments on company equipment.

The above list of offenses is not intended to be complete, and the Company will, at its discretion, impose appropriate discipline when actions of its drivers indicate a disregard for the interest of the Company or fellow drivers.

#### **D. DISPATCH POLICIES**

1. If a driver hauls any load not approved by dispatch while leased to or employed by The Company, the driver or owner/operator may not receive payment for that load and could be subject to disciplinary action.
2. The Company will hold the driver responsible for all losses that are a results of hauling an unauthorized load.
3. When under dispatch and the Company has no contact with a contractor or driver for two days, all property belonging to The Company will be considered stolen and will be reported to the proper authorities.

#### **E. PERMISSION TO BE OFF DUTY AT MEAL STOPS**

In the interest of reducing accumulated fatigue, the drivers of The Company are hereby authorized to be off duty at meal stops and other routine stops of over 15 minutes duration.

During these stops, the driver is at liberty to pursue activities of his/her own choosing and leave the premises on which the vehicle is situated.

The unit must be legally parked and secured when left unattended and the keys for the vehicle must be in the driver's possession.

#### **F. SOLICITATION**

Solicitation is prohibited while drivers are on working time. It is a violation of this rule for any driver to solicit a driver who is working, even if the soliciting

### **SECTION 5 - GENERAL POLICY & INFORMATION**

#### **F. SOLICITATION, con't.**

driver is not on working time. Working time is all time when a driver is engaged

in the service of the Company, but does not include a driver's personal time, such as lunch periods or time previous and subsequent to engaging in service for the Company.

#### **G. DISTRIBUTION**

Distribution of unauthorized advertising material, handbills, leaflets, posters, or any other literature in the working areas of Company property is prohibited at any time.

#### **H. LAYOFFS**

In the event of a reduction in the number of drivers, drivers will be laid off according to the Company's needs which will be based on their job performance, their overall length of continuous service with the company, provided they are equally qualified and able to perform the job.

#### **I. LENGTH OF SERVICE**

Lengths of service will not be broken by vacations or jury duty. Approved personal leaves, sickness or injury leaves could affect your length of service depending on the circumstances. When a driver terminates his employment without first giving The Company a two week notice, any accrued vacation and or holiday pay will be forfeited.

#### **J. JURY DUTY**

All drivers who are called for jury duty must notify the Company as soon as possible of the dates upon which he/she will be unavailable for work. Provided such notice is given, drivers will not be required to report for work that particular day.

#### **K. INSURANCE**

1. Contractors must secure bobtail insurance in the amount of \$1,000,000 when leased to the Company. A copy of the insurance certificate must be provided to the Company showing The Company as the certificate holder. This must be done before a lease is signed and upon yearly renewal.

### **SECTION 5 - GENERAL POLICY & INFORMATION**

#### **K. INSURANCE, con't.**

2. Liability insurance is provided by the Company in compliance with the regulations of the Interstate Commerce Commission and the Department of

Transportation.

3. The contractor must secure Worker's Compensation Insurance or a proper substitute and provide the Company proof of such insurance showing The Company as the certificate holder. This must be done before a lease is signed and upon yearly renewal. The Company must have a letter from the contractor's insurance Company (not the agent) stating that The Company will be notified if the policy is cancelled.
4. Cargo insurance is provided by the Company.
5. The Company has a health insurance plan which the employee may purchase at group rates. The driver has the right to accept or refuse to enroll in the plan.
6. The Company has physical damage and bobtail insurance available to owner/operators at group rates. We do not have a health policy for the independent contractor or his driver.

#### **L. FUEL PURCHASE INFORMATION**

1. The Company recommends that you purchase one gallon of fuel for every five miles traveled in each state. The Company will provide fuel purchase information to maintain proper mile/fuel ratios in each state.
2. Drivers must check that state and federal taxes are not charged on reefer fuel.
3. The fuel tanks on trailers must be ½ full when returning to the terminal or when dropping the trailer anywhere. When dropping at meat houses, trailers must be ¾ full of fuel.
4. Drivers will be charged the difference in fuel costs when fueling at a full service island.
5. Fuel pumped at The Company terminal has an additive for cold weather running. Company drivers must receive authorization from maintenance before purchasing any fuel additives.

### **SECTION 5 - GENERAL POLICY & INFORMATION**

#### **L. FUEL PURCHASE INFORMATION, con't.**

6. Stamps or premiums can only be accepted when they do not increase the price of fuel.

7. If you lose your fuel card there will be a \$15 replacement fee charged to the driver for any new cards that need to be issued.

#### **M. TRAILER HEIGHT**

1. All drivers must be aware of the height of their trailers and avoid low bridges, low overpasses, or any other low hanging overhead object.
2. Do not depend on the marked measurement on overhead structures as they are not always accurate.
3. Contact with an overhead object is considered a preventable accident.
4. Fifth wheel height must not be over 48 inches. If an owner/operators fifth wheel height is over 48 inches, he/she must have it lowered to 48 inches within 2 weeks of signing the lease. The owner/operator will be responsible for all trailer damage caused by the high fifth wheel.

#### **N. PERMIT FOLDERS**

1. Drivers sign for all permits. The cost of any lost permits due to Company error will be paid for by the Company. Cost of any lost permits due to driver error will be paid for by the driver.
2. New drivers must check the tractor and permit folders to insure they have all the required permits.
3. Drivers should check the authority packet in their truck before entering an unfamiliar state. The driver must be certain that all necessary permits and documents are present. The Permit Summary Sheet in the packet indicates all permits which are present on the unit. Dispatch must be called if the driver is unsure that the packet contains the material required.
4. Any fines incurred due to the driver failing to be certain the authority packet, permit folder, or tractor contained all necessary documents and decals will be paid for by the driver.

### **SECTION 5 - GENERAL POLICY & INFORMATION**

#### **O. FINES**

1. The driver is responsible for making certain his/her unit is within legal dimension and legal weight limits.
2. Almost all fines incurred due to the unit being overweight will be paid by the

driver.

3. The Company will reimburse drivers for scale receipts.

#### **P. CO-DRIVERS**

Before anyone is used as a co-driver, that person must be fully D.O.T. qualified by The Company Safety Department.

#### **Q. DRIVER'S LICENSE AND CERTIFICATES**

1. Drivers must have a valid Commercial Driver's License with the proper endorsements and from only one state and must have it with them at all times when on duty. If a driver's license is suspended or revoked for any reason, the Company must be notified immediately in writing. Drivers must furnish the Company a copy of their current valid license. It's the driver's responsibility to renew his/her license before it expires.
2. Drivers must carry with them, while on duty, a copy of their physical card (Medical Examiner's Certificate), Certificate of Road Test, and Certificate of Written Test A Driver Qualification Card should be carried to assist you with trip lease situations.
3. It is the driver's responsibility to have a current D.O.T. physical and renew their physical on or before its expiration date.

#### **R. DRIVER'S TOOLS AND EQUIPMENT**

1. Drivers must have a pulp thermometer and 2 load locks. Pulp thermometers and load locks may be purchased from The Company.
2. Drivers should carry their own hand tools for use in case of emergency. At a minimum, the driver should carry a flashlight, an adjustable wrench, and a screwdriver.

### **SECTION 5 - GENERAL POLICY & INFORMATION**

#### **S. REQUIRED SAFETY EQUIPMENT**

All trucks must be equipped with a fire extinguisher, three triangles, and spare fuses. These must be checked at each pre-trip inspection and be replaced if necessary.

#### **T. COMPANY DRESS CODE**

All drivers should have available for wearing: safety glasses, long pants or coveralls, and safety or leather shoes. Tennis shoes or sandals are not acceptable at many customer's docks.

#### **U. INCOMPLETE LOADS**

Drivers will not be paid for loads they do not complete unless the driver is specifically dispatched or otherwise authorized not to complete the load.

#### **V. LICENSE VIOLATIONS**

All driver's license violations, other than parking tickets, must be reported in writing to The Company and the state of license issue within 30 days of the violation. The Company has forms available to report.

#### **W. TRAFFIC TICKETS**

1. All traffic tickets received by the driver must be reported to the Company. Failure to report will result in termination.
2. Turn in copies of traffic tickets with regular paper work.
3. All traffic tickets received out of the state that issued your operator's license must be reported to the state of license issue.
4. The Company has forms for you to handle this requirement.

DRIVER'S SAFETY  
MANUAL

HANDLING  
HAZARDOUS  
MATERIALS

SECTION 6 - HANDLING HAZARDOUS MATERIALS

It should be noted that less than ½ or 1% of The Company's freight is hazardous materials. It is, therefore, extremely important that everyone be aware of the hazards, regulations, and requirements of hauling/handling these materials.

As of October 1, 1993, the D.O.T. requires that every employee that deals with hazardous materials has to have the proper training. All employees are required to have this training every 2 years and that all training/testing be documented and kept in the employee's file. The Company will conduct most and monitor all training and testing.

#### **A. SHIPPING PAPERS**

1. Hazardous materials shipments must be properly identified on the shipping papers for the load. This is done in these ways:
  - a. Some shipping papers have a column headed "HM" where an "X" is placed to indicate a hazardous class shipment.
  - b. The hazardous materials may be identified by being written in a sharply contrasting color to other non-hazardous materials.
  - c. The hazardous materials may be listed first on the shipping papers.
2. In all cases, the hazardous materials must be listed by proper shipping name followed by the hazard class and identification number.
3. If at any time a driver believes a shipment of hazardous materials is not properly listed on the shipping papers, he/she must contact dispatch and the dock supervisor to have the problem clarified. If a driver is unsure whether the load is hazardous materials or not, then he/she must contact dispatch and the shipper.
4. During the course of a trip, the driver must maintain the shipping papers as follows:
  - a. If the hazardous material shipping paper is carried with any other papers, it must be clearly distinguished, either by tabbing it or having it appear first.
  - b. When the driver is at the vehicle controls, the shipping papers must be within his/her immediate reach when restrained by the seat belt.
  - c. The shipping papers must be readily visible to someone entering the driver's compartment or on the driver's seat.

### **SECTION 6 - HANDLING HAZARDOUS MATERIALS**

### **A. SHIPPING PAPERS, con't.**

- d. If the driver is not in the vehicle, the shipping papers must be on the driver's seat.

### **B. PLACARDS**

1. All shipments of hazardous materials must be placarded. The shipper is responsible for providing the correct placards for the load.

The driver is responsible for putting the placards correctly on the vehicle. The basic rules for placarding are:

- a. Placards must be placed on all 4 sides of the trailer.
  - b. Placards must be securely attached or placed in a proper placard holder.
  - c. Placards must be located at least 3 inches from any other type of marking on the vehicle.
  - d. Words on placards must read horizontally.
3. The driver must check all placards at each stop to make certain they are present and legible.
  4. Remove all placards when no hazardous material is in the trailer.

### **C. LOADING AND UNLOADING**

1. Tanks, barrels, drums, cylinders, or other packaging not permanently attached to the vehicle and which contain hazardous materials must be secured against movement and blocked or braced to insure the containers do not move against each other.
2. During loading and unloading of a hazardous materials shipment, the hand-brake on the vehicle must be set and all precautions taken to prevent the vehicle from moving.
3. No smoking is allowed on or near any vehicle containing explosives, flammable liquids, flammable solids, or flammable compressed gases during loading or unloading.

## **SECTION 6 - HANDLING HAZARDOUS MATERIALS**

### **C. LOADING AND UNLOADING**

4. When using tools while loading or unloading, the driver must take care not to damage any packages, containers, or closures of hazardous materials shipments.
5. Take extra care not to bump, jar, or drop any containers or packages of hazardous materials.

#### **D. DRIVING AND PARKING**

1. The tires on a tractor/trailer carrying hazardous materials must be checked at the beginning of each trip and each time the vehicle is parked. A tire check must also be performed at least once every 2 hours of driving or 100 miles, whichever occurs first.
2. Any defective tires must be repaired or replaced. An overheated tire must be immediately removed and be placed a safe distance from the vehicle. Do not operate the vehicle until the cause of overheating is found.
3. No smoking is allowed within 25 feet of a placarded vehicle. This also means no smoking in the cab.
4. Pass open fires only when it is absolutely safe to do so. Do not park within 300 feet of an open fire.
5. When fueling a placarded vehicle, the engine must be off and the driver (or attendant) must remain at the fuel nozzle.
6. Vehicles transporting hazardous materials cannot be parked on or within 5 feet of a street or highway except for brief periods when it is required as a normal part of operating the vehicle.
7. Vehicles containing hazardous material must be attended by the driver when parked on a public street or highway or the shoulder of a public street or highway. The vehicle need not be attended when the driver is performing duties necessary in the operation of the vehicle.
8. A vehicle is “attended” when the driver or person in charge of the vehicle is “on the vehicle”, “awake”, not in sleeper berth, or is “within 100 feet” of the vehicle and has an unobstructed view of it.
9. Drivers must stop at all railroad crossings when hauling hazardous materials.

### **SECTION 6 - HANDLING HAZARDOUS MATERIALS**

#### **E. ACCIDENTS AND EMERGENCIES**

1. If a vehicle containing hazardous materials is involved in an accident, the driver

should check the cargo for damage or danger of fire.

2. If hazardous material packaging or containers are damaged, report this fact immediately when reporting the accident to the Company.
3. All accidents, serious or minor, must be called in to the Company immediately when hazardous material is involved. Have shipping papers with you when calling.

During office hours, call: The Safety Department

After office hours, call:

*The 24-hour Number Provided in the Accident Reporting Kit.*

4. If help is needed with a spill, leak fire, or exposure involving hazardous materials, any person may call Chemtrec for advice. The following number may be called 24 hours a day, 7 days a week:

Chemtrec

800-424-9300

\* Have shipping papers available when calling Chemtrec.

5. Have the shipping papers for the load readily available to all emergency personnel at the scene of an accident.

# DRIVER'S SAFETY MANUAL

## COMPANY PAY & BENEFITS

### **SECTION 7 - COMPANY DRIVER WAGE & BENEFIT PACKAGE**

1. All Company drivers will be paid 24 cents per mile for the first 6 months of employment and then 25 cents per mile from 6 months to one year. From one to two years 26 cents per mile and after 2 years 27 cents per mile.

Additional experience, with clean driving record, may provide higher start pay.

2. Bonus Program:

A. Driver of the Year and Runner Up's  
Company drivers as well as independent contractors are eligible for the Driver of the Year based on the following criteria:

1. Highest yearly revenue
2. No moving violations
3. No accidents which cause a liability to the Company

Awards for driver of the Year and Runner Up's are:

1. Driver of the Year \$1,500
2. 1st Runner Up \$1,000
3. 2<sup>nd</sup> Runner Up \$ 750

These awards will be paid by the end of February.

B. Annual Log Violations Control Bonus

A \$100 bonus will be paid to all Company drivers and independent contractors based upon the companies required rules of zero log violations.

C. Performance Bonus

The performance bonus is based strictly upon the minimum revenues required for truck profitability. A \$.01 per mile bonus based on booked miles will be paid monthly for all active Company drivers who achieve a minimum of \$2,400 per week average.

D. Safety Bonus

A bonus of \$.01 per mile will be paid monthly to all eligible Company drivers as well as independent contractors based upon the following:

1. Zero accidents which create a liability to the Company.
2. Zero cargo claims for which the driver is held responsible.
3. Prompt and accurate logs completed within Company guidelines, i.e. with weekly trip packs
4. There shall be no more than 1 mistake on logs for month.

Any Company driver or independent contractor that is on a Company notice of probation shall be disqualified during the probation period of that disqualification.

The Safety & Performance bonus will be paid by the last day of the

following month.

E. Company Driver Additional Pay

The Company does provide various additional pay to enhance Company driver performance. They are as follows:

1. Stop-off Pay: 1<sup>st</sup> and last free. All others \$25.
2. Unloading Pay: All hand unloading where a driver is required to unload will be paid at a maximum of \$60 and will require a dispatch authorization number.
3. Delay Due to Lack of Freight Movement: The Company will pay, with proper dispatch authorization number, \$40 if driver is unable to load after 24 hours due to No Freight Movement.

3. Vacation & Holiday Pay

A. Vacation Earned Pay

All active Company drivers, in good standing with the Company, will be eligible for:

1. 1 week earned vacation after 1 year
2. 2 weeks earned vacation after 2 years

Earned vacation weeks will be paid at a flat rate of \$500. Vacation eligibility begins on hire date.

B. Holidays

Holiday pay will be paid on the following holidays:

1. New Years Day
2. Memorial Day
3. The Fourth of July
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

These holiday's will be paid at a rate of \$75 per day.

4. After the 60 days following the month you were hired in, you are eligible for our group health insurance which includes: health, life, and short term disability. Cost for the single plan is \$12.92 per week, Limited Family/Child is \$22.04 per

week, Limited Family/Spouse is \$25.56 per week and the cost of family coverage is \$34.58 per week.

5. The Company also has a 401K Retirement Plan. For every 1% of your wages that you put into the plan, The Company will match that 1%. The matching will be done up to 3%. You may set aside more than 3% if you want to. The dollars set aside are pre-tax dollars less social security.
6. Company authorized telephone calls, tolls and weighing charges will be reimbursed when the proper receipts are turned in. all excess tolls must be properly authorized.
7. Every driver is responsible for his/her loads before leaving and when unloading. Any shortages and/or damages that result in a financial loss to the Company will be paid back to the Company by the driver.
8. We do not pay overnight, log book, or traffic fines. It is the driver's responsibility to be legal at all times.

# DRIVER'S SAFETY MANUAL

## OWNER/ OPERATOR SETTLEMENTS

### **SECTION 8 - INDEPENDENT CONTRACTORS SETTLEMENT & BENEFITS**

#### 1. Settlement Package

A. We pay 71% of the net freight billed and 85% of invoiced stop-offs. For an independent contractor that has a 48 X 102 refrigerated trailer, we pay 80% of the net freight billed. All hand unloading of full floor loaded meat loads will be paid at \$60 per load. On all other loads, when we can bill the customer for loading or unloading, the driver will be paid the full amount that is billed. Any

partial loading or unloading will only be paid when we can bill the customer.

2. Permits and Base Plates

A. The Company will provide permits for all independent contractors.

Base plate payments will be provided as scheduled:

1.	0 year - 1 year	0%
2.	1 year - 2 years	25%
3.	2 years - 3 years	50%
4.	3 years - 4 years	75%
5.	4 years and over	200%

To receive base plate incentives, a minimum of 115,000 miles per year must be achieved.

3. Bonus & Incentives Earned Pay

A. Driver of the Year and Runner Up's - Company drivers as well as independent contractors are eligible for the driver of the Year based on the following criteria:

1. Highest yearly revenue
2. No moving violations
3. No accidents which cause a liability to the Company

Awards for the driver of the Year and Runner Up's are:

1.	Driver of the Year	\$1,500
2.	1 <sup>st</sup> Runner Up	\$1,000
3.	2 <sup>nd</sup> Runner Up	\$ 750

These awards will be paid by the end of February

**SECTION 8 - INDEPENDENT CONTRACTORS SETTLEMENT & BENEFITS**

B. Annual Log Violations Control Bonus

A \$100 bonus will be paid to all Company drivers and independent contractors based upon the companies required rules of zero log violations.

C. Safety Bonus

A bonus of \$.01 per mile will be paid monthly to all eligible Company drivers as well as independent contractors based upon the following:

1. Zero accidents which create a liability to the Company
2. Zero cargo claims for which the driver is held responsible
3. Prompt and accurate logs completed within Company guidelines, i.e. with weekly trip packs
4. There shall be no more than 1 mistake on logs for month

Any Company driver or independent contractor that is on a Company notice of probation shall be disqualified during the probation period of that disqualification.

The Safety Bonus will be paid by the last day of the following month.

4. Insurance

- A. We can offer the independent contractor a separate plan for physical damage and bobtail liability. The rate on \$1,000,000 bobtail liability is approximately \$40 per month, and the rate for physical damage is approximately cents per \$100 of value of your unit. Once an independent contractor is on the plan, we can deduct and forward the premiums to the insurance Company for you, so you don't have to issue two separate checks each month. These rates are subject to changes annually.

Worker's Compensation Insurance is required of all small fleet owners. In lieu of Worker's Compensation Insurance, we have Work Accident Insurance available for the independent contractor at approximately \$125 per month.

5. We monitor fuel purchases for all states. Taxable state fuel and mileage report includes all states.

The Company charges for underpurchase and credits for overpurchase.

The following states do not carry-over credits:

<b>SECTION 8 - INDEPENDENT CONTRACTORS SETTLEMENT &amp; BENEFITS</b>
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Louisiana	New Mexico
Maine	Ohio
Michigan	Oregon
New Hampshire	Tennessee

6. The Company offers the owner a fuel card for on the road fuel. The independent contractor is responsible for T.K. fuel.

7. The Company pays our contractors very quickly-most often within five working days of receipt of your paperwork. If we approve a trilease or broker load for you to haul, we pay you for that at the same time as our The Company freight as long as the paperwork is properly completed.

**SECTION 8 - INDEPENDENT CONTRACTORS SETTLEMENT &  
BENEFITS**

Dear Owner/Operator:

This confirms our phone conversation concerning your interest in leasing your equipment on with The Company. Please complete all of the information requested below:

Include full middle name.

Owner \_\_\_\_\_ Year & Make \_\_\_\_\_

Address \_\_\_\_\_ Serial # \_\_\_\_\_

City \_\_\_\_\_ Purchase Date \_\_\_\_\_

State \_\_\_\_\_ Price \_\_\_\_\_

Phone # \_\_\_\_\_ Model # \_\_\_\_\_

Name of Driver \_\_\_\_\_ Permit Weight \_\_\_\_\_

Driver's Phone # \_\_\_\_\_ S.S.# \_\_\_\_\_

Fed. I.D. # \_\_\_\_\_ Ohio Hut # \_\_\_\_\_

Requirements:

Copy of title, or bill of sale for new unit.

Copy of 2290 - schedule 1 Heavy Vehicle Use Tax stamped "Received" by the IRS.

1985 or newer tractor.

\$500,000 Bobtail Liability Insurance.

Certificate of Worker's Compensation Coverage (If applicable)

Good driving and safety record.

\$1,000 Escrow - \$500 of this up front by cashier's or certified check or money order.

\$1,000 DED Collision or damages on Company equipment-driver pays first \$1,000.

\$500 DED Cargo Insurance-driver pays first \$500.

\$1,000 DED 3<sup>rd</sup> Party Liability.

Scale receipt to verify tractor weight.

Please return to the following address:

I acknowledge that I have been issued this Driver's Manual of The Company. I agree to read it fully, to be responsible for the information it contains, and to abide by all policies and instructions herein.

I will be responsible to insert any rule changes into this manual as they are issued.

**ACKNOWLEDGMENT OF THE DRIVER'S WAGES AND BENEFITS**

I have read and understand the "Truck Driver's Wages and Benefits" program. My signature means that I agree to those terms.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE RETURNED: \_\_\_\_\_

# **SAFETY & MAINTENANCE PROGRAM ACKNOWLEDGMENT**

**THE UNDERSIGNED HEREBY STATES THAT THE SAFETY & MAINTENANCE PROGRAM PROVIDED IN THIS PROGRAM HAS BEEN READ AND UNDERSTOOD. FURTHERMORE, THE UNDERSIGNED AGREES TO, AT ALL TIMES ABIDE BY THE RULES AND PROCEDURES ESTABLISHED IN THIS SAFETY AND MAINTENANCE PROGRAM. THE UNDERSIGNED TESTIFIES THAT THEY HAVE DISTRIBUTED A COPY OF THIS SAFETY & MAINTENANCE PROGRAM TO ALL PERSONNEL EMPLOYED LEASED OR OTHERWISE CONTRACTED TO WORK FOR THEIR OPERATION.**

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**Signature of Insured-Title**

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**Date**