

J&R Logistics Corp.

Employee Handbook



I. Overview

This J&R Logistics Corp. ("the Company") Employee Handbook (the "Handbook") has been developed to provide general guidelines about J&R Logistics Corp.'s policies and procedures regarding your employment by J&R Logistics Corp. It will help you become accustomed with your privileges and obligations under employment. None of the policies or guidelines contained in this Handbook are intended to give rise to contractual rights or obligations, or to be construed as a guarantee of employment for any specific period of time, or any specific position or type of work. Additionally, with the exception of the voluntary at-will employment policy, these guidelines are subject to modification, amendment, or revocation by J&R Logistics Corp. at any time, in its sole discretion, without any advance notice.

J&R Logistics Corp. will provide each employee a copy of this Handbook upon employment. All employees are expected to abide by it. The highest standards of personal and professional ethics and behavior are expected of all employees. Further, J&R Logistics Corp. expects each employee to display good judgment, diplomacy and courtesy in their professional relationships with members of J&R Logistics Corp.'s Board of Directors, committees, affiliates, staff, clientele, and the general public.

II. Voluntary At-Will Employment

Unless an employee has a written employment agreement with J&R Logistics Corp., which provides differently, all employment by J&R Logistics Corp. is "at-will." Accordingly, employees may be terminated from employment with J&R Logistics Corp. with or without cause, and employees are free to leave the employment of J&R Logistics Corp. with or without any cause. Any representation by a J&R Logistics Corp. officer, director or employee contrary to this policy shall not be binding upon J&R Logistics Corp. unless it is in writing and is signed by the President.

III. Equal Employment Opportunity

J&R Logistics Corp. shall follow the spirit and intent of all federal, state and local employment law in all material respects and is committed to equal employment opportunity. To that end, the Board of Directors and officers of J&R Logistics Corp. will not discriminate against any employee or applicant in a manner that violates the applicable law. J&R Logistics Corp. is committed to providing equal opportunity for all employees and applicants without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, disability, political affiliation, personal appearance, family responsibilities, matriculation or any other characteristic protected under applicable federal, state or local law. Each person shall be evaluated based on personal skill and merit. J&R Logistics Corp.'s policy regarding equal employment opportunity applies to all aspects of employment, including recruitment, hiring, job assignments, promotions, working conditions, sc heduling, benefits, wage and salary administration, disciplinary action, termination, and social, educational and recreational programs. The President shall act as the responsible agent in the full implementation of the Company's Equal Employment Opportunity Policy.

J&R Logistics Corp. will not tolerate any form of unlawful discrimination. All employees are expected to cooperate fully in implementing this policy. In particular, any employee who believes that any other employee of J&R Logistics Corp. may have violated the Equal Employment Opportunity Policy should report such possible violation to the President.

If J&R Logistics Corp. determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which can include counseling, warnings, suspensions, and termination. Employees who report, in good faith, violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of the investigation, J&R Logistics Corp. will inform the employee who made the complaint of the results of the investigation.

J&R Logistics Corp. is also committed to complying fully with applicable disability discrimination laws and ensuring that equal opportunity in employment exists at J&R Logistics Corp. for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Reasonable accommodations will be available to all qualified disabled employees, upon request, so



long as the potential accommodation does not create an undue hardship on J&R Logistics Corp. Employees who believe that they may require an accommodation should discuss these needs with the President.

If you have any questions regarding this policy, please contact the President.

IV. Policy Against Workplace Harassment

J&R Logistics Corp. is committed to providing a work environment for all employees that is free from sexual harassment and other types of discriminatory harassment. Employees are expected to conduct themselves in a professional manner and to show respect for their co-workers.

J&R Logistics Corp.'s commitment begins with the recognition and acknowledgement that sexual harassment and other types of discriminatory harassment are, of course, unlawful. To reinforce this commitment, J&R Logistics Corp. has developed a policy against harassment and a reporting procedure for employees who have been subjected to or witnessed harassment. This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events. J&R Logistics Corp.'s equipment (e.g., Tractor Trailers, Electrical Cables, Air Hoses...) may not be used to engage in conduct that violates this policy. This policy against harassment covers employees and other individuals who have a relationship with the Company which enables J&R Logistics Corp. to exercise some control over the individual's conduct in places and activities that relate to J&R Logistics Corp.'s work (e.g., directors, officers, contractors, vendors, volunteers, etc.).

Prohibition of Sexual Harassment: J&R Logistics Corp.'s policy against sexual harassment prohibits sexual advances or requests for sexual favors or other physical or verbal conduct of a sexual nature, when: (1) submission to such conduct is made an express or implicit condition of employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual who submits to or rejects such conduct; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, humiliating, or offensive working environment.

While it is not possible to list all the circumstances which would constitute sexual harassment, the following are some examples and are not to be construed as any limitation: (1) unwelcome sexual advances - whether they involve physical touching or not; (2) requests for sexual favor in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment; or (3) coerced sexual acts.

Depending on the circumstances, the following conduct may also constitute sexual harassment: (1) use of sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; (2) sexually oriented comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess; (3) displaying sexually suggestive objects, pictures, cartoons; (4) unwelcome leering, whistling, deliberate brushing against the body in a suggestive manner; (5) sexual gestures or sexually suggestive comments; (6) inquiries into one's sexual experiences; or (7) discussion of one's sexual actives.

While such behavior, depending upon the circumstances, may not be severe or pervasive enough to create a sexually hostile work environment, it can nonetheless make co-workers uncomfortable. Accordingly, such behavior is inappropriate and may result in disciplinary action regardless of whether it is unlawful.

It is also unlawful and expressly against J&R Logistics Corp. policy to retaliate against an employee for filing a complaint of sexual harassment or for cooperating with an investigation of a complaint of sexual harassment.

Prohibition of Other Types of Discriminatory Harassment: It is also against J&R Logistics Corp.'s policy to engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, gender, religion, sexual orientation, age, national origin, disability, or other protected category (or that of the individual's relatives, friends, or associates) that: (1) has the purpose



or effect of creating an intimidating, hostile, humiliating, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Depending on the circumstances, the following conduct may constitute discriminatory harassment: (1) epithets, slurs, negative stereotyping, jokes, or threatening, intimidating, or hostile acts that relate to race, color, gender, religion, sexual orientation, age, national origin, or individual or group with respect to race, color, gender, religion, sexual orientation, age, national origin, or disability; and (2) written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, gender, religion, sexual orientation, age, national origin, or disability and that is circulated in the workplace, or placed anywhere in J&R Logistics Corp.'s premises such as in an employee's equipment or workplace. Other conduct may also constitute discriminatory harassment if it reasonably falls within the definition of discriminatory harassment set forth above.

It is also against J&R Logistics Corp.'s policy to retaliate against an employee for filing a complaint of discriminatory harassment or for cooperating in an investigation of a complaint of discriminatory harassment.

Reporting of Harassment: If you believe that you have experienced or witnessed harassment by any employee of J&R Logistics Corp., you should report the incident immediately to the President or Head of Human Resources Department. Possible harassment by others with whom J&R Logistics Corp. has a business relationship with, including clientele, should be reported as soon as possible so that appropriate action can be taken.

J&R Logistics Corp. will promptly and thoroughly investigate all reports of harassment as discreetly and confidentially as reasonably practicable. The investigation would generally include, amongst other things, a private interview with the person making a report of harassment. It may also generally be necessary to discuss allegations of harassment with the accused individual and others who may have information relevant to the investigation. J&R Logistics Corp.'s goal is to conduct a thorough investigation, to determine whether harassment occurred, and to determine what action to take if it is determined that improper behavior occurred.

If J&R Logistics Corp. determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which may include counseling, warnings, suspensions, and termination. Employees who report violations of this policy and employees who cooperate with investigations into alleged violations of this policy shall not be subject to retaliation. Upon completion of the investigation, J&R Logistics Corp. will inform the employee who made the complaint of the results of the investigation.

Compliance with this policy is a condition of each employee's employment. Employees are encouraged to raise any questions or concerns about this policy or about possible discriminatory harassment with the President. In the case where the allegation of harassment is against the President, please notify the staff member designated as grievance officer.

V. Solicitation

Employees are prohibited from soliciting (personally or via electronic communication) for membership, pledges, subscriptions, the collection of money or for any other unauthorized purpose anywhere on J&R Logistics Corp. owned, leased, or rented property during work time, especially those of a partisan or political nature. "Work time" includes time spent in actual performance of job duties but does not include lunch periods or breaks. Non-working employees may not solicit or distribute to working employees. Persons who are not employed by J&R Logistics Corp. may not solicit or distribute literature on J&R Logistics Corp.'s premises at any time for any reason.

Employees are prohibited from distributing, circulating or posting (on bulletin boards, trucks, walls, etc.) literature, petitions or other materials at any time for any purpose without the prior approval of the President or his/her designee. Should an employee solicit on J&R Logistics Corp. owned, leased or rented property, J&R Logistics Corp. may take disciplinary action including, counseling, warnings, pay cuts, suspension/probation, and termination.



VI. Hours of Work, Attendance and Punctuality

A. Hours of Work

Employees may request the opportunity to vary their work schedules (within employer-defined limits) to better accommodate personal responsibilities. Subject to J&R Logistics Corp. work assignments and President's approval, the employee's supervisor shall determine the hours of employment that best suits the needs of the work to be done by the individual employee.

B. Attendance and Punctuality

Attendance is a key factor in your job performance. Punctuality and regular attendance are expected of all employees. Excessive absences (whether excused or unexcused), tardiness or leaving early is unacceptable. If you are absent for any reason or plan to arrive late or leave early, you must notify your supervisor and/or the President as far in advance as possible and no later than five (5) hours before the start of your scheduled workday. If you leave work early three (3) times within a six (6) month period without an excused reason you may be penalized with pay cuts, suspension or termination. Depending on the circumstances, including the employee's length of employment, J&R Logistics Corp. may counsel employees prior to termination for excessive absences, tardiness or leaving early. In the event of an emergency, you must notify your supervisor as soon as possible and proof of emergency may be requested for validation.

For all absences extending longer than one day, you must write a formal notice requiring a supervisor of J&R Logistics Corp.'s signature five (5) days prior to the start of each scheduled workday. When reporting an absence, you should indicate the reason causing your absence and your expected return-to-work date. A physician's statement and contact information may be required as proof of the need for any illness-related absence regardless of the length of the absence.

Except as provided in other company policies, an employee who is absent from work for three (3) consecutive days without notification to his or her supervisor or the President will be considered to have voluntarily terminated his or her employment. The employee's final paycheck will be mailed to the last mailing address on file with J&R Logistics Corp.

Except as provided in other policies, an employee who has excessive absences such as three (3) or more days within a six (6) month period, tardiness or leaving early will be grounds for discipline up to and including termination without warning. Depending on the circumstances, including the employee's length of employment, J&R Logistics Corp. may counsel employees prior to termination for excessive absences, tardiness or leaving early.

C. Overtime

Overtime pay, which is applicable only to Non-Exempt Employees, is for any time worked in excess of forty (40) hours in a work week.

Only the President or his or her designee, upon the request of an employee's supervisor, may authorize overtime. Overtime rate is one and one-half time (1^{1/2}) the employee's straight time rate, except in instances involving a Sunday or holidays when the rate is two times the regular rate. Payment of overtime will be provided in the pay period following the period in which it is earned.

*Before disputing overtime pay, please research and review your position to see if you are either an Exempt of Non-Exempt Employee.



VII. Uniforms and Required Work Documentation

A. Uniforms

Employees are not permitted to wear obscene or offensive clothing as well as possibly hazardous (e.g. Long jewelry, flip-flops, clogs or other footwear with no back strap for support, clothing that is too loose, sunglasses at night, any article that may snag on equipment, etc...). Furthermore, uniforms are required if your job description is assigned to a client of J&R Logistics Corp. that requires or may have a J&R Logistics Corp. approved request that they wear a uniform of the client's choice.

B. Required Work Documentation

If your job description involves the use of a CMV you are required to always have your DOT physical card and license at all times. The CMV that is in use will have the registration, insurance, and/or contract regarding the vehicle. Though J&R Logistics Corp. provides the CMV's documentation we require J&R Logistics Corp.'s employees to check each workday for the presence and validation of the dates for the documents.

If a client or workplace that J&R Logistics Corp. is affiliated or performing work for requires an ID card or additional security protocols, the employee must carry these articles and agree to subject themselves to protocols such as searches or metal detectors during work hours.

If you are not a natural born citizen and have documents such as a visa, green-card, permanent resident ID, etc..., you are required to carry your documents at all times.

If a J&R Logistics Corp. official or an officer of the law ask an employee to produce documentation the employee must abide.

*Should an employee violate the uniform code or does not possess the required work documentation, including, without limitation, any required licenses or permits, J&R Logistics Corp. may take disciplinary action including, counseling, warnings, pay cuts, suspension/probation, and termination.

VIII. Position Description, Salary Administration, and Responsibilities

Each position shall have a general written description. You will be informed upon employment or before your signing of the Handbook about your particular job description, area of responsibilities and immediate supervisor(s). Job descriptions, area of responsibilities, hours, pay and immediate supervisor(s) are subject to change at J&R Logistics Corp.'s sole and absolute discretion to meet the needs of the Company; you will be informed within five (5) days of the decision. Should you require official paperwork a written and separate document providing your specifics will be given upon your written request.

Position Description

A. Employer

J&R Logistics Corp. is the employer of all full-time, part-time, and temporary employees. An employee is hired, provided compensation and applicable benefits, and has his or her work directed and evaluated by J&R Logistics Corp.

B. Full-Time Employee

A Full Time Employee regularly work at least forty (40) hours per week. If an employee is classified as a truck driver he or she will be paid according to the mileage traveled. If the forty (40) hour or above work week has been satisfied but the mileage pay is less than minimum wage according to the state's requirements an employee will be compensated accordingly.

C. Part-Time Employee

A Part Time Employee regularly works less than forty (40) hours per week but no less than seventeen and a half (17 1/2) hours per week.



Salary Administration

Paychecks, direct deposit and pay stubs are distributed on a weekly basis each Friday, except when that day may fall on a holiday or a disruption in the payroll service that J&R Logistics Corp. uses, in which case paychecks will be distributed on the preceding workday. J&R Logistics Corp. does offer of direct deposit. If you prefer payment to be delivered via direct deposit, please inform your supervisor or the President.

All salary deductions are itemized and presented to employees with the paycheck. Approved salary deductions may include: federal and state income taxes; social security, Medicare, and state disability insurance; voluntary medical and group hospitalization insurance premiums (if in force and if paid by employee) and other benefits (e.g., life insurance, retirement).

In the event that a court order is received by J&R Logistics Corp. requiring the Company to garnish a portion of an employee's earnings in order to pay an unpaid debt, such as alimony, tax lien, or child support, etc. These documents are forwarded to the Payroll department for deduction from the employee's pay.

Responsibilities

- A. J&R Logistics Corp. may switch equipment between employees. Please treat all equipment in a reasonable and safe manner without abuse. J&R Logistics Corp. is in its sole discretion, allowed to designate and interchange equipment to best suit the Company's needs and demands. When using J&R Logistics Corp.'s facilities and property, whether owned, leased or rented, all employees are expected to maintain the integrity and cleanliness during their employment. A random inspection may be done by and J&R Logistics Corp. official. Should equipment be found damaged, stolen, or unkempt J&R Logistics Corp. may pursue any and all legal action, without limitation, monetary reparations as well as take swift disciplinary action including, counseling, warnings, pay cuts, suspension/probation, and termination.
- B. Should a J&R Logistics Corp. employee be fined for breaking the law such as driving while speaking on the phone or littering, J&R Logistics Corp. and may take disciplinary action including but not limited to, counseling, warnings, pay cuts, suspension/probation, and termination. J&R Logistics Corp. may also pursue reparations regarding any fines toward the Corporation, as a result of the employee's conduct, through deductions in employee's pay. Employee consents to these deductions through the signing and acceptance of this Employee Handbook.
- C. Employees who are required to file logs and mileage reports, must file them to J&R Logistics Corp. no later than ten (10) days from the date on the log and mileage report. (Example: Log/Mileage report dated 4/19/2013 is due no later than 4/29/13.) Should they be handed later than ten (10) days without an excused reason, J&R Logistics Corp. may take disciplinary action including, counseling, warnings, pay cuts, suspension/probation, and termination.

IX. Leave Benefits and Other Work Policies

*J&R Logistics Corp. may operate in multiple states and advises each employee to address their applicable state government regulators website for additional information. J&R Logistics Corp. hereby agrees to abide by the employee's state regulators and law.

A. Holidays

Full-Time Employees are eligible for five holidays per year as follows:

New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day



B. Sick Leave

If an employee's illness or injury requires a consecutive absence of two (2) days or more, physician documentation will be required. J&R Logistics Corp. currently offers no paid time off for sick leave.

C. Personal Leave

J&R Logistics Corp. provides three (3) days of unpaid personal leave per calendar year to all Full-Time and Part-Time employees who have completed twelve (12) months of employment. If in the event an employee requests personal leave he or she must provide a written request to an officer of J&R Logistics Corp. at least one week in advance. When considering a request for a personal leave, factors such as the employee's position, the employee's length of service, performance record including attendance, the purpose of the leave, the needs of the department in which the employee works, the effect of the leave on other employees, and J&R Logistics Corp.'s general business needs will be reviewed. When an approved leave has been exhausted, the employee may request additional leave. Employees who fail to report to work after an approved leave of absence shall be deemed to have voluntarily resigned. J&R Logistics Corp. cannot guarantee reinstatement upon return from a personal leave. J&R Logistics Corp. will, however, make a reasonable effort to place the employee in an available position for which he or she is qualified. If such a position is not available, the employee's employment will terminate. In that event, the employee may later apply for reemployment.

E. Military Leave

Employees who are inducted into or enlist in the Armed Forces of the United States, or who are called to duty as a member of a reserve unit may take an unpaid leave in accordance with applicable law. The employee must provide advance notice of his or her need for a military leave and a copy of their orders, which will be kept on record by J&R Logistics Corp. Upon return from military leave, employees will be reinstated as required by law with no waiting periods.

F. Civic Responsibility

J&R Logistics Corp. believes in the civic responsibility of its employees and encourages this by allowing employees time off to serve jury duty when required and to serve as nonpartisan. J&R Logistics Corp. requires that upon your return from jury duty you provide proof of your attendance.

F. Parental Leave

If the need for parental leave is foreseeable, the employee must provide a written notice and request for parental leave at least ten (10) days prior to the date of such leave. If the employee's need for parental leave is not foreseeable 10 days prior to the event, the employee must provide a written notice and request for parental leave as soon as he or she learns of the need for such leave.

G. Bereavement Leave

Employees shall be entitled to be reavement leave of five (5) days unpaid in the event of a death in the employee's immediate family (spouse/life partner, child, or parent) and three (3) days for grandparent, sister or brother, father-in-law, mother-in-law, or grandchildren. Approval of bereavement leave will occur in the absence of unusual operating requirements.

H. Severe Weather Conditions

J&R Logistics Corp. will shut down operations if its clients are closed due to severe weather and/or the DOT no longer permits tractor trailers on the roadways. If in the event severe weather conditions occur during work hours J&R Logistics Corp. will inform their employees on whether to continue operations.



I. Meetings and Conferences

Employees serving in an official capacity on behalf of J&R Logistics Corp. at conferences and meetings shall be reimbursed for actual and necessary expenses incurred, such as travel expenses, meal costs, lodging, tips and registration fees. When attending meetings that have been approved by the President, employees shall be reimbursed for travel expenses, course fees, costs of meals, and lodging at the current rates. Employees may also request a travel advance to cover anticipated expenses approved travel. Employees also may be granted leave to attend a conference or professional meeting related to their professional development, and/or J&R Logistics Corp.'s current and anticipated work. Expenses for these purposes will be paid by J&R Logistics Corp., if funds are available, and the employee obtains prior written approval of such expenses.

X. Reimbursement of Expenses

Reimbursement is authorized for reasonable and necessary expenses incurred in carrying out job responsibilities. Oil, coolant, maintenance supplies are all illustrative of reasonable and necessary expenses. Employees shall be responsible for transportation costs between the office and home during normal work hours. Transportation costs paid by J&R Logistics Corp. for work outside normal work hours if the employee is on official business for J&R Logistics Corp. with an approval from the President. Employees authorized to use their personal cars for J&R Logistics Corp. business shall be reimbursed at the U.S. Internal Revenue Service approved rate. Receipts must be provided for all expenditures made in order to claim reimbursement.

XI. Separation

J&R Logistics Corp. encourages employees to provide at least two weeks (10 business days) written notice prior to intended separation. Either J&R Logistics Corp. or the employee may initiate separation. The President has authority to employ or separate all other employees.

Circumstances under which separation may occur include:

- 1. <u>Resignation</u> Employees are encouraged to give at least ten (10) business days of written notice. Since a longer period is desired, the intention to resign should be made known as far in advance as possible.
- 2. <u>Termination or Lay-off</u> Under certain circumstances, the termination or lay-off of an employee may be necessary. The President has authority to discharge an employee from employment of J&R Logistics Corp. As stated above, all employment at J&R Logistics Corp. is "at-will." This means that employees may be terminated from employment with J&R Logistics Corp. with or without cause, and employees are free to leave the employment with or without cause. Reasons for discharge may also include, but are not limited to:
 - A. Falsifying or withholding information on your employment application that did or would have affected J&R Logistics Corp.'s decision to hire you (this conduct will result in your immediate termination);
 - B. Falsifying or withholding information in other personnel records including personnel questionnaires, performance evaluations or any other records;
 - C. Performance at work below a level acceptable to J&R Logistics Corp. or the failure to perform assigned duties;
 - D. Failure to complete required paper work such as logs or mileage reports or falsification of such records;
 - E. Insubordination;
 - F. Refusing to work reasonable overtime;
 - G. Negligence in the performance of duties likely to cause or actually causing personal injury or property damage;
 - H. Fighting, arguing or attempting to injure a co-worker, J&R Logistics Corp. affiliates, J&R Logistics Corp. clientele and their affiliates or the general public while on duty;
 - I. Destroying or willfully damaging the personal property of another, including J&R Logistics Corp.'s property;
 - J. Breach of confidentiality;



- K. Using for personal gain, any information obtained on the job, which is not readily available to the general public or disclosing such information that damages the interests of J&R Logistics Corp., its clients or vendors;
- L. Placing oneself in a position in which personal interests and those of J&R Logistics Corp. are in conflict or might interfere with the ability of the employee to perform the job as well as possible;
- M. Using J&R Logistics Corp. property or services for personal gain or taking, removing or disposing of J&R Logistics Corp. material, supplies or equipment without proper authority;
- N. Gambling in any form on J&R Logistics Corp. property;
- O. Dishonesty;
- P. Theft;
- Q. The possession, use, sale or being under the influence of drugs or other controlled substances or alcoholic beverages during working hours or on the J&R Logistics Corp. premises at any time in violation of J&R Logistics Corp.'s policies;
- R. Carrying or possessing firearms or weapons on J&R Logistics Corp. property;
- S. Excessive tardiness or absenteeism whether excused or unexcused;
- T. Unauthorized absence from work without proper notice;
- U. Engaging in discriminatory or abusive behavior, including sexual harassment;
- V. False accusations and/or falsifying documentation regarding owned, rented, or leased equipment;
- W.False accusations and/or falsifying documentation regarding another employee, client, and/or J&R Logistics Corp. official; and
- X. Falsifying any safety-related report or document.
- If your job description requires the use of your CDL-A, you may be terminated for any of the above including:
 - Driving any vehicle under the influence of alcohol or drugs
 - Refusing to submit to a drug or alcohol test requested by a law enforcement official
 - Operating a CMV that contains alcoholic beverages or a controlled substance contrary to law
 - Failure to pass or submit to a drug or alcohol test administered at such time and place and in such manner as determined by J&R Logistics Corp. or its designees
 - Being convicted of a death resulting from the unlawful or negligent operation of a motor vehicle
 - Operating at work hours or in a CMV with a suspended, canceled, or expired driver's license or without a valid DOT physical certification and other records, if applicable in section VII. (B).
 - Leaving the scene of an accident while operating on J&R Logistics Corp.'s work hours or in a CMV
 - Dangerous or carelessness operation of a CMV whether causing harm to property or another person or not
 - Operating vehicle without permission of J&R Logistics Corp. or the owner
 - Use of motor vehicle in the commission of a felony
 - Fleeing or attempt to flee a police officer
 - Committing moving violations, including speeding at ten (10) m.p.h. or more over the posted speed limit, in a twelve (12) month period in a CMV or private vehicle
 - Causing an at-fault traffic accident resulting in a person's death, or bodily injury resulting in medical costs in excess of fifty thousand dollars (\$50,000.00), or property damage in excess of twenty five thousand dollars (\$25,000.00).
 - Causing at-fault accidents, in any vehicle, involving more than five hundred dollars (\$500.00) in property damage, in any twelve (12) consecutive months.
 - Causing at-fault accidents, in any vehicle, involving more than five hundred dollars (\$500.00) in property damage, in any thirty six (36) consecutive months.



- Failure to report as soon as possible any incident or accident resulting in property damage, regardless of the amount or who appears to be at-fault, and any incident or accident involving any pedestrian or occupant of any type of vehicle, whether or not the incident or accident appears to have resulted in personal injury and regardless of who appears to be at-fault.
- Carrying unauthorized passengers
- Failure to maintain hours of service records in accordance with DOT regulations in any twelve (12) consecutive months.

XII. Return of Property

Employees are responsible for J&R Logistics Corp. owned, rented or leased equipment, property and work products that may be issued to them and/or are in their possession or control, including but not limited to:

- Identification badges, Vehicles, Office/building/vehicle keys, Office/building security passes,
- Uniforms paid for by J&R Logistics Corp. Intellectual property (e.g., written materials, work products).

J&R Logistics Corp. shall not be responsible for any lost, stolen or damaged possessions that are left in J&R Logistics Corp.'s vehicles or on the premises. J&R Logistics Corp. advises each employee to take home any personal items.

In the event of separation from employment, or immediately upon request by the President or his or her designee, Employees must return all J&R Logistics Corp. property that is in their possession or control. Where permitted by applicable law(s), J&R Logistics Corp. may withhold from the employee's final paycheck the cost of any property, including intellectual property, which is damaged or not returned when required. J&R Logistics Corp. also may take any action deemed appropriate to recover or protect its property.

XIII. Review of Personnel Action

Employees may request a review of any personnel action or an unsatisfactory performance review. Employees are expected first to discuss their concern with their immediate supervisor. If further discussion is desired, the employee may then discuss the situation with the President. The decision of the President shall be final.

XIV. Personnel Records

It is the responsibility of each employee to promptly notify his or her supervisor in writing of any changes in personnel data, including but not limited to personal mailing addresses, telephone numbers, names of dependents, and individuals to be contacted in the event of an emergency.

XV. Outside Employment

Notwithstanding anything to the contrary contained herein, outside employment that constitutes a conflict of interest is prohibited. However, individuals employed by J&R Logistics Corp. may hold outside jobs as long as they meet the performance standards of their job with J&R Logistics Corp. Employees should consider the impact that outside employment may have on their ability to perform their duties at J&R Logistics Corp. All employees will be evaluated by the same performance standards and will be subject to scheduling demands, regardless of any outside work requirements.

^{*}At the sole discretion of the President, the employee may be asked to leave immediately or be given a period of notice.



If J&R Logistics Corp. determines in its sole discretion, that an employees outside work interferes with their job performance or their ability to meet the requirements of J&R Logistics Corp., as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain employed with J&R Logistics Corp.

Employees may not receive any income or material gain from individuals or organizations for materials produced or services rendered during work hours of J&R Logistics Corp. Furthermore, employees may not use J&R Logistics Corp. owned, rented or leased equipment or property for personal, material gain, or income from individuals or organizations outside of J&R Logistics Corp.

XVI. Non-Disclosure of Confidential Information

Any information, including, without limitation, financial information, and any information related to donors, employees, clients, pending projects and proposals, that an employee learns about J&R Logistics Corp., or its members or donors, as a result of working for J&R Logistics Corp. that is not otherwise publicly available, constitutes confidential information.

Employees may not disclose confidential information to anyone who is not employed by J&R Logistics Corp. or to other persons employed by J&R Logistics Corp. who do not need to know such information to assist in rendering services.

The protection of privileged and confidential information, including trade secrets, is vital to the interests and the success of J&R Logistics Corp. The disclosure, distribution, electronic transmission or copying of J&R Logistics Corp.'s confidential information is prohibited.

Employees are required to sign a non-disclosure agreement as a condition of employment. Any employee who discloses confidential J&R Logistics Corp. information will be subject to disciplinary action (including possible separation), even if he or she does not actually benefit from the disclosure of such information.

Discussions involving sensitive information should always be held in confidential settings to safeguard the confidentiality of the information. Conversations regarding confidential information generally should not be conducted on cellular phones, or in elevators, restrooms, restaurants, or other places where conversations might be overheard.

*Additionally, J&R Logistics Corp. requires any written notice, requests or disputes will be dated and signed by both employee and employer. If there is additional information that you seek please refer to your state government website or the DOT website. If you have a ny questions regarding any of the policy guidelines listed above, please contact your supervisor, or the President.

| INCENTIVES & BONUS PROGRAM | | | | |
|------------------------------|--|--|--|--|
| CPM Bonus | Eligibility | | | |
| \$ 0.02 | | Will be paid out to drivers who have no DOT violations, no speeding/personal citations, no accidents of any type, no driver error damage to our truck/another vehicle during this timeframe. Receive additional \$0.02 cpm per mile driven between Oct 21, 2023 and Jan 12, 2024, to be paid out in first check after Jan 12, 2024. | | |
| CPM(\$) Bonus | Dates | Eligibility | | |
| \$ 0.07 | 11/20/23 - 11/26/23 | Dedicated and proactives will be paid based on miles from the Monday before/on the holiday to the following Sunday. | | |
| \$ 0.07 | 12/25/23 - 12/31/23 | Wild teams will be paid for a 7 day period that covers the holiday, depending on when their reset is. | | |
| Bonus Amount Weeks Worked | | Eligibility | | |
| | | Must meet eligibility of Safety Bonus above plus the below terms | | |
| \$ 2,000 | 12 | Available to work for 12 full weeks between Oct 21, 2023 through January 12, 2024. Will be paid additional \$2,000 bonus to be paid out in first check after January 12, 2024. | | |
| \$ 1,000 | 11 | Available to work for 11 full weeks between Oct 21, 2023 through January 12, 2024. Will be paid additional \$1,000 bonus to be paid out in first check after January 12, 2024. | | |
| Incentive | Dates | Eligibility | | |
| | N/A | Receive additional \$0.02 cpm per mile immediately for each driver referral for as long as that | | |
| | \$ 0.02 CPM(\$) Bonus \$ 0.07 \$ 0.07 Bonus Amount \$ 2,000 \$ 1,000 | CPM Bonus Dates CPM(\$) Bonus Dates \$ 0.07 11/20/23 - 11/26/23 \$ 0.07 12/25/23 - 12/31/23 Bonus Amount Weeks Worked \$ 2,000 12 \$ 1,000 11 | | |

| | SAFETY VIO | LATION SUMMARY | | | | |
|---|----------------------------------|--|---|--|--|--|
| Category | 1st Offense | 2nd Offense | 3rd Offense | | | |
| Speeding Violations - Citation or Warning Issued | | | | | | |
| 70 MPH or above regardless of speed limit | \$1,000 | \$2,000 60 Days Suspension and/or Termination | \$2,500 365 Days Suspension and/or Termination | | | |
| 6+ MPH over posted speed limit | \$750 | \$1,500 60 Days Suspension and/or Termination | \$2,000 365 Days Suspension and/or Termination | | | |
| 1-5 MPH over posted speed limit | \$500 | \$1,000 | \$1,500 365 Days Suspension and/or Termination | | | |
| Speeding in a Construction Zone | \$500 | \$1,000 30 Day Suspension | \$1,500 365 Days Suspension and Termination | | | |
| Moving and Driver Violations | | | | | | |
| Driving under the influence of alcohol or drugs | \$2,500 and Termination | N/A | N/A | | | |
| Tampering with Safety Device (e.g. tape or obstructing camera) | \$1,000 Possible Termination | \$2,000 Termination | N/A | | | |
| Distracted Driving (e.g. Using handheld device while driving) | \$1,000 | \$2,000 | \$2,500 365 Days Suspension and/or Termination | | | |
| Out of Service Violations | \$1,000 | \$1,500 180 Days Suspension and/or Termination | \$2,500 365 Days Suspension and/or Termination | | | |
| Driving in a "No Truck Zone" | \$500 | \$1,000 | \$1,500 365 Days Suspension and/or Termination | | | |
| Failure to stay in lane, unsafe lane shifting, tailgating, etc. | \$500 | \$1,000 | \$2,500 365 Days Suspension and/or Termination | | | |
| Failure to obey traffic lights and/or signs | \$500 | \$1,000 | \$2,500 365 Days Suspension and/or Termination | | | |
| ELD Violations (log misuse, can't transfer logs, etc) | \$500 | \$1,000 | \$2,500 365 Days Suspension and/or Termination | | | |
| Failure to stop at weigh station | \$250 | \$750 | \$1,500 365 Days Suspension and/or Termination | | | |
| Failure to use safety belt | \$250 | \$500 | Termination | | | |
| Preventable Accidents & Truck Damage | | | | | | |
| Equipment Disconnect on Road | \$2,500 Potential Termination | \$2,500 and Termination | NA | | | |
| Preventable OTR Accident | \$2,500 | \$2,500 | NA NA | | | |
| Preventable Yard Accident or | Potential Termination | and Termination | \$2,500 | | | |
| Disconnect in Yard | \$2,000 | \$2,500 | and Termination | | | |
| Damage to truck due to improper backing (5th wheel, U-Bolts, Pintle Hook, Mudflaps, Taillights, etc) or other damage to body of truck | Actual Cost to Repair | Actual Cost to Repair | Actual Cost to Repair | | | |
| | Driver | Fitness & Other | | | | |
| Operating CMV while ill or fatigued | \$750 | \$1,500 | Terminated | | | |
| Operating CMV w/o required CAB documents | \$500 | \$750 | \$1,500 | | | |
| Failure to carry compliant medical card | \$250 | \$500 | \$1,000 | | | |
| Lost Fuel Card | \$200 | \$500 | \$750 | | | |
| Lost Key | \$50 | \$100 | \$250 | | | |
| Failure to Disconnect Set in Yard or place Dolly in Dolly Pit | \$50 | \$100 | \$250 | | | |