



MARVIN KELLER TRUCKING, INC.

# EMPLOYEE HANDBOOK

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OUR VISION STATEMENT:

**Marvin Keller, the customer driven, high-performing, elite fleet.**

The Mission of Marvin Keller is to develop profitable relationships with customers who place a high value on reliability, quality and safety; to invest in our most valuable resource, (people), and be a responsible member of our community; to provide safe and reliable service to our customers; to achieve work/life balance for our associates and their families; and evolve into a constructive culture and engage our employees to achieve outstanding results.

The company's core values are:

1. Honesty/Integrity
2. Safety
3. Respect
4. Accountability
5. Team Work

We expect all our associates to exhibit honesty, integrity, ethics, and professionalism at all times; to be assertive and show the utmost respect to my team, my supervisor, my work, and my company; and to keep my commitments and be the best teammate and help other team members be successful.

This handbook describes the company's benefits, programs, policies, and procedures. Please take a moment to review and discuss with your supervisor. You are responsible for reading and understanding the employee handbook.

Sincerely,

*Joe Keller*

President

# INTRODUCTION

## \*Contract Disclaimer\*

This Employee Handbook is meant to provide guidelines and expectations in order to assist employees to better perform their job duties. This Handbook is not an exhaustive list of every workplace rule and policy, but rather a guide to employees on commonly raised questions.

This Employee Handbook does not establish a contract (express or implied) between Marvin Keller Trucking, Inc. and any employee regarding terms and conditions of employment.

EMPLOYMENT AT WILL RELATIONSHIP: This Employee Handbook does NOT in any way alter the employment-at-will relationship between Marvin Keller Trucking Inc. and its employees. Marvin Keller Trucking, Inc. and each employee have the right to terminate the employment relationship (at any time, with or without cause or notice).

Please be advised that no supervisor, manager, or representative of Marvin Keller Trucking Inc. other than the President has the authority to enter into any agreement with any individual for employment for any specified period of time or to make any promises or commitments contrary to the foregoing. Further, any employment agreement entered into by the President on behalf of Marvin Keller Trucking Inc. will not be enforceable unless the agreement is in writing and signed by the President.

Marvin Keller Trucking Inc. may revise or revoke any portion or employee benefit of this Employee Handbook at any time without prior notice.

Any reference to one gender applies to both genders, and any reference to the company known as Marvin Keller Trucking, Inc. may be referred to as "MKT" in this handbook.

# EMPLOYMENT POLICIES

## ***Equal Employment Opportunities***

It is the policy of Marvin Keller Trucking Inc. to afford Equal Employment Opportunities regardless of race, age, religion, color, marital status, national origin, gender, sexual orientation, pregnancy, or genetic conditions or predispositions. Further, all applicable laws relating to disability discrimination will be strictly followed. This policy of Equal Employment applies to all aspects of the employment relationship.

## ***Anti-Harassment/Sexual Harassment***

It is the policy of Marvin Keller Trucking Inc. to maintain a work environment free of unlawful discrimination for all employees. Harassment based on a person's race, national origin, gender, age, marital status, religion, disability, sexual orientation, or genetic conditions or predispositions will not be tolerated.

Harassment includes (but is not limited to) name-calling, letters, jokes, e-mail, cartoons, graffiti, pictures, posters, gestures, ethnic slurs, racial epithets, and other conduct, which is aimed at a particular employee or group of employees.

Sexual harassment is also unacceptable conduct, which violates this policy. Sexual harassment encompasses a wide range of unwanted, sexually directed behavior, and has been defined in the following manner:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3) such conduct has the purpose or effect of unreasonable interference with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment applies to the conduct of a supervisor toward a subordinate, an employee toward another employee, a non-employee toward an employee or an employee toward an applicant for employment. Harassment can apply to conduct outside the workplace as well as on the work site.

COMPLAINT PROCEDURE: Employees who wish to register a complaint of sexual harassment (or any form of harassment based on their race, national origin, gender, age, marital status, religion, disability, sexual orientation, or genetic information) may do so through the Human Resources Department, or their supervisor, or any appropriate member of management.

All allegations of harassment will be investigated thoroughly. The facts will determine the response of the Company to each allegation. Substantiated acts of harassment will be met with appropriate disciplinary action by the Company up to and including termination. All information regarding any specific incident will be kept confidential within the necessary boundaries of the fact-finding process. No reprisal or retaliation against the employee reporting the allegation of harassment will be tolerated.

### ***Employee Records***

It is the policy of Marvin Keller Trucking Inc to maintain complete and accurate employee records. Employees are responsible for notifying the Personnel Department of changes relating to personal information such as home address, telephone number, marital status, and number of dependents promptly and accurately.

### ***Drugs and Alcohol***

Marvin Keller Trucking Inc is strongly committed to maintaining a safe and healthy working environment for all its employees (with the expectation that all employees will discharge their duties safely and at an acceptable performance level).

The Company recognizes that our employees' health and safety are of the utmost importance. Drug use and alcohol abuse may pose a serious threat to employee health and safety. It is the policy of the Company to prevent substance use or abuse from having an adverse effect on our employees. The work environment is safer and more productive without the presence of illicit or inappropriate drugs or alcohol in the body or on Company property. Furthermore, all employees have a right to work in a drug-free environment and to work with individuals free from the effects of drugs or alcohol. Employees who use or abuse prohibited substances are a danger to themselves, their co-workers, the public and the Company's property.

The Company prohibits the manufacture, distribution, dispensation, possession, concealment, use, sale or transfer of alcohol or illegal drugs, and the possession and/or purchase of drug related paraphernalia while working on Company premises, Company time or while operating Company equipment (including vehicles). The Company prohibits employees from using alcohol, illegal drugs or controlled substances while at work, performing Company business or job-related duties, while on Company property or while operating Company equipment (including vehicles).

The federal government, many States and numerous organizations have recognized the adverse impact of substance abuse in the workplace. All employees are advised that remaining drug-free and medically qualified to perform assigned duties safely are conditions of continued employment with the Company.

The Company has prepared and adopted a comprehensive Alcohol/Drug Prevention and Testing Program according to the Department of Transportation's (DOT) rule, 49 CFR Part

40, that is published separately from this Employee Handbook. The Company's Alcohol/Drug Prevention and Testing Program supplements this policy, and all employees shall be subject to its provisions.

Any employee who violates this policy or any provision contained in the Company's Alcohol/Drug Prevention and Testing Program will be subject to disciplinary action up to and including termination.

## ***Personal Property***

The company is not responsible for lost, damaged, or stolen personal property.

## ***Code of Ethics***

Ethics is how individuals and employees of Marvin Keller Trucking, Inc act towards one another. Ethics is fundamentally a question what values guide us in our daily activities but it is also about making ethical decisions as we conduct the business of the company.

All employees of Marvin Keller Trucking, Inc. are accountable for adhering to this Code of Business Ethics no matter what their level or position with the company. That means not only compliance with law and policy, but also honesty and fairness in our treatment of all persons, and taking responsibility for our actions and their consequences. The employee is responsible for reporting illegal or unethical behavior. Employees who fail to comply with this Code of Business Ethics will be subject to disciplinary action up to and including termination.

The following standards define our ethics as a company. They apply to all employees in every department. Our ethics are not simply rules and regulations; rather, they describe the right way of doing business and of relating to others. Often, they reflect standard legal concepts. Always, they represent basic values and beliefs about how we expect ourselves and our fellow employees to treat each other, as well as our customers and the people who live and work in our community.

Marvin Keller Trucking, Inc. has a diverse workforce in our company—it's as diverse as the markets we serve. We believe that differences among us should be valued, so that we all can work in an environment that supports growth and our company goals. We believe that we will all benefit from the creativity, varied perspective, innovation and energy that arise out of a diverse workforce.

Good human relations lead to good employee relations. Treating each other and all of customers with dignity and respect is how we practice good human relations. Expecting fellow workers to perform their jobs with integrity and expertise is our company norm. Abusive, deceitful or violent behavior will not be tolerated, nor will any violations of the company's Equal Employment Opportunity (EEO) policies.

We are also committed to providing a safe and healthy work environment and this means operating in compliance with applicable health and safety regulations and laws, as well as our own standards, which are often higher. It also means the accurate and timely reporting of any incident required to be reported. Each facility in the company is required to have a safety program in place.

We do not tolerate any acts of verbal or physical behavior that could lead to or cause workplace violence. The health and safety of our employees, as well as the expectation of quality by our customers, require that each employee works free from the influence of any substance that could prevent or impede safe and effective work activities. We are each responsible for our own safety, and that of our co-workers.

## **Safety**

Safety is one of our values and a cornerstone of our company culture. Helping one another with accident prevention is the responsibility of all associates, and preventing accidents shall be a primary consideration in all phases of our operations and administration.

The safety of our associates shall guide all our work, every decision, and every action. There are no exceptions. It is our intention as a company to provide a safe and healthy work environment. Marvin Keller Trucking, Inc. will establish and insist upon safe work practices by all associates at all times.

Safety is a team effort. Consider this a personal request to help one another to prevent crashes and accidents. Each associate must accept and follow all established safety, loss control, and risk management regulations and procedures.

If an associate is not sure of how to perform a task safely, he or she should ask a qualified person for guidance or help. If someone needs help to perform a task we will provide assistance. It is necessary for all associates to embrace our Safety Culture and be Safety Leaders and to hold each other accountable. These are our values. This is our Culture of Safety.

# COMPENSATION POLICIES

## ***Classifications of Employment***

For purposes of salary administration and eligibility for overtime payments and employee benefits, MKT classifies its employees and other workers as follows:

- *Full-time regular employees.* Employees hired to work the Company's normal, full-time, forty hour workweek on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.
- *Part-time regular employees.* Employees hired to work fewer than 32 hours per week on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.
- *Temporary employees.* Employees engaged to work full time or part time on the Company's payroll with the understanding that their employment will be terminated no later than on completion of a specific assignment. (Note that a temporary employee may be offered and may accept a new temporary assignment with the Company and thus still retain temporary status.) Such employees may be "exempt" or "nonexempt" as defined below. (Note that employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of MKT.
- *Nonexempt employees.* Employees who are required to be paid overtime at the rate of time and one half (i.e., one and one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek, in accordance with applicable federal wage and hour laws.
- *Exempt employees.* Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours in a workweek. Drivers, Shop Personnel, Executives, professional employees, outside sales representatives, and certain employees in administrative positions are typically exempt.
- *Shop employees.* Employees who work in the company's shop or maintenance department.
- *Drivers.* Employees who are Drivers.
- *Office employees.* Employees who work in the company's office.

You will be informed of your initial employment classification and of your status as an exempt or nonexempt employee during your orientation session. If you change positions during your employment, you will be informed by the human resources department of any change in your exemption status. Please direct any questions regarding your employment classification or exemption status to the human resources department.

## ***Work Hours***

Daily and weekly work schedules may be changed from time to time at the discretion of the Company to meet the varying conditions of business.

## ***Pay Procedures***

Employees are normally paid by direct deposit on a weekly or bi-monthly basis. If a scheduled payday falls on a bank holiday or Company observed holiday, employees will usually be paid on the following business day. All required deductions, such as for federal, state and local taxes, and all authorized voluntary deductions, such as for health insurance contributions, will be withheld automatically from paychecks.

Employees are responsible for ensuring that time records are accurate and complete. Falsification of time records will result in disciplinary action up to and including discharge.

## ***Overtime***

Employees may occasionally be asked to work beyond their normally scheduled hours, or on their day off, at the sole discretion of the Company. Non exempt employees who are required (or permitted) to work overtime will receive overtime pay in accordance with the requirements of the Fair Labor Standards Act, state laws and Company policies as follows:

All overtime must be approved in writing in advance by the employee's immediate supervisor.

Non-exempt employees shall be paid one and one-half their regular rate for all hours worked in excess of 40 hours in each work week.

Truck drivers and mechanics are exempt from overtime pay provisions of the Fair Labor Standards Act if employed by a motor carrier, and if the employee's duties affect the safety of operation of the vehicles in transportation of passengers or property in interstate or foreign commerce. The company's policy is to pay the regular rate for time worked in excess of 40 hours each work week.

"Hours worked" means time actually spent on the job. It does not include hours away from work due to vacation, sickness or holiday (even where these days are compensated). Unpaid sick leave, personal leave (or any other time away from work) is also not considered hours worked.

## ***Improper Deductions for Exempt Employees***

It is the policy of the Company to comply with salary basis requirements and the Company prohibits managers from making improper deductions from the salaries of exempt employees. Deductions from pay cannot be made as a result of absences due to certain circumstances. The following are examples of improper deductions:

- a. deductions for less than full-day absences;
- b. deductions when the employee is ready, willing and able to work, but work is not available;
- c. deductions for absences caused by the employer; and
- d. deductions when the employee appears for jury duty, attends court as a witness or is on temporary military leave, however, the Company can offset any amounts received by the employee as jury fees, witness fees or military pay.

Complaint Procedure. All employees should routinely examine every paycheck. Exempt employees who believe that they their pay has an inadvertent improper deduction should report the incident to Human Resources as soon as the deduction is detected in order for the Company to investigate the report. The Company will review pay records and interview the supervisor or manager, as well the payroll representatives handling the employee's pay, to determine if the allegation is correct. If the Company determines that it made an improper deduction from a paycheck, it will reimburse for the improper amount deducted during the next possible pay period, and take good faith measures to prevent improper deductions from being made in the future.

### ***Incentive Pay***

The company at its discretion may offer, modify, or terminate various incentive programs without notice. Check with your supervisor for specific details about pay and eligibility. Incentive pay is forfeited upon termination.

# BENEFITS

## ***Employee Benefit Programs***

Certain Marvin Keller Trucking Inc. employees are eligible for the following benefit programs which are subject to change or revocation at any time, with or without notice, at the sole discretion of the Company. A non-refundable \$40 fee is required to enroll in the company benefits plan.

Employees may refer to the appropriate plan documents for eligibility procedures and plan provisions concerning benefit programs. Naturally, it is the legal documents that must be followed in the administration of these plans, and these plan documents will govern in the event any discrepancy exists.

## ***Medical Insurance***

Reference the most recent medical insurance plan description for specifics about our medical insurance.

## ***401K Plan***

After one year of continuous service, full time employees are eligible to enroll in the 401K Plan, subject to the terms of the plan.

## ***Holiday Pay***

After 60 days of service, all full time personnel are eligible for Holiday Pay. The Six Holidays include Thanksgiving, Christmas, New Year's, Memorial Day, July 4th, and Labor Day. Each employee must work their regularly scheduled day preceding and following the Holiday or obtain an approved absence in order to qualify.

## ***Paid Time Off***

Our "vacation year" is based upon calendar year. This means that your vacation year begins on January 1 and ends on December 31 of each year.

All regular full-time employees are eligible to accrue up to 40 hours or 1 week paid vacation during the first year of employment. These paid vacation days are accrued monthly on a prorated basis. After the first year, you will accumulate vacation according to the following schedule:

- a. 80 hours or 2 weeks per year of service for the 2 through 4 years of continuous employment.
- b. 120 hours or 3 weeks per year of service for 5 years of continuous employment.

Upon termination of employment, employees with six months of service will be paid any earned but unpaid vacation calculated to their last full month of employment.

Requests for vacation should be made in writing and submitted to your supervisor at least three weeks in advance. If three weeks' notice cannot be given, the Company may not be able to grant the request. In any event, the Company reserves the right to grant or deny any request for vacation.

When vacation is taken, employees are compensated at their regular rate of pay. Unused vacation benefits may not be carried forward from one year to the next. Payments made in lieu of taking vacation are at the discretion of the company. All earned and unused vacation benefits will be paid upon termination of employment.

Vacation for mileage drivers is based on their average miles for the previous 12 months, and shop personnel are paid based on their hourly wage for the previous 12 months.

Marvin Keller Trucking, Inc. may permit full time office employees up to 32 hours of paid time off for sick days each calendar year to be used towards personal or family illness, medical, dental, or vision appointments, or funeral leave, each subject to the supervisor's approval. The 32 hours must be used in increments of 2, 4, or 8 hours, and there is no payment or carry over provision for unused sick days. This policy may be modified or cancelled at any time with or without notice by the company.

## ***Family and Medical Leave***

### **Overview:**

Federal law provides that certain employees may be entitled to up to 12 workweeks of unpaid leave because of a qualifying reason for leave for either the employee or the employee's eligible relative, measured on a rolling 12-month period measured backward from the date that the employee uses his or her FMLA leave. This 12-month period, however, is measured from the date the FMLA leaves commences going forward in situations whereby the employee uses FMLA leave to care for a covered service member as clarified below.

### ***Eligibility Requirements for Employees:***

Employees are eligible for FMLA leave if they have worked for the Company for at least one year, for 1,250 hours over the previous 12-months, and if at least 50 employees are employed by the Company within 75 miles of the employee's location.

### **Qualifying Reasons That Would Entitle An Employee to FMLA Leave:**

The FMLA requires that the Company provide up to 12 weeks of unpaid, job protected leave to eligible employees for the following reasons:

- For an incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;

- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition (see *Serious Health Condition Defined* below);
- For a serious health condition that makes the employee unable to perform the employee's job (see *Serious Health Condition Defined* below); or
- For any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty in support of a contingency operation (see *Military Family Leave Entitlements* below).

The FMLA also requires that the Company provide up to 26 weeks of unpaid, job protected leave to eligible employees for them to -

- Provide care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member (see *Military Family Leave Entitlements* below).

If a husband and wife both work for the Company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent in-law) with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

**Military Family Leave Entitlements:**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the *National Guard or Reserves* in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include:

- Attending certain military events;
- Arranging for alternative childcare, addressing certain financial and legal arrangements;
- Attending certain counseling sessions; and
- Attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a *current* member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. This leave entitles the eligible employee to only one 26 week period of leave per covered service member, per injury. Employees may be eligible for another 26 week period of leave for a different covered service member or for a different injury on the same covered service member for which an earlier leave was taken.

### **Serious Health Condition Defined:**

A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves either –

- An overnight stay in a medical care facility;
- “Continuing treatment” by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job; or
- Prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves -

- Treatment during at least two visits to a health care provider within 30 days of the first day of incapacity;
- One visit and a regimen of continuing treatment;
- Incapacity due to pregnancy; or
- Incapacity due to a chronic condition.

An in-capacity exists when the employee or covered family member is unable to work, attend school or perform other regular daily activities due to the serious health condition, treatment of the serious health condition, or recovery from the serious health condition.

Other conditions may meet the definition of continuing treatment. In order to qualify as treatment by a health care provider, the first (or only) in-person treatment visit must take place within seven (7) days of the first day of the employee’s incapacity. If it does not, your request for FMLA will be denied absent extenuating circumstances.

### **Employee Notification Responsibilities:**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and must comply with the Company’s normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave (see *Employee’s Certification Responsibilities* below).

## **Employee's Certification Responsibilities:**

The Company requires that an employee provide it with certification from a health care provider or from the military (as appropriate) for any leave taken for any of the following reasons:

- the employee's own serious health condition;
- to care for a covered family member with a serious health condition;
- for an employee's request for leave because of a qualifying exigency; or
- to care for a covered service member with a serious injury or illness.

After it is requested, it is the employee's responsibility to return the certification within 15 calendar days to Human Resources. Failure to return this certification to Human Resources may result in the denial of your request for leave.

Moreover, for employees who have their own serious health condition or are caring for the serious health condition of a family member, the Company may require that the health care provider recertify the status of the serious health condition. As with the initial certification, a recertification must be returned to Human Resources within 15 calendar days. Failure to return the recertification to Human Resources may result in the denial of your request for leave.

### Certification of the Serious Health Condition of the Employee or the Spouse, Child or Parent of the Employee:

Certification of the serious health condition shall include the date when the condition began, its expected duration and a brief statement of treatment. For medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position. For a family member who is seriously ill, the certification must include a statement that the patient, the family member, requires assistance and that the employee's presence would be beneficial or desirable.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent leave or working a reduced schedule.

The company has the right to ask for a second opinion if it has reason to doubt the certification. The company will pay for the employee to get a certification from a second doctor, which the company will select. If necessary to resolve a conflict between the original certification and the second opinion, the company will require the opinion of a third doctor. The company and the employee will mutually select the third doctor, and the company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

### Documentation of the Covered Family Member's Call to Active Duty in the Armed Forces:

Employees requesting this type of FMLA leave must provide proof of the qualifying family member's call-up or active military service. This documentation may be a copy of the military orders or other official Armed Forces communication.

## Documentation of the Need for Service member FMLA Leave to Care for an Injured or Ill Service member:

Employees requesting this type of Service member FMLA leave must provide documentation of the family member's or next-of-kin's injury, recovery or need for care. This documentation may be a copy of the military medical information, orders for treatment, or other official Armed Forces communication pertaining to the service member's injury or illness incurred on active military duty.

### **Employee's Intent to Return to Work Responsibilities:**

While an employee is on FMLA leave it is important that he or she notify the appropriate person at the Company of any changes in his or her circumstances that could impact employee's return to work. It is the employee's responsibility to notify the Company within two (2) days of any changes to his or her circumstances where notification is foreseeable. It is also the employee's responsibility to notify the Company of his or her intent not to return to work following the expiration of the period of leave.

### **The Company's Responsibilities:**

The Company must inform employees requesting leave whether they are eligible under the FMLA. The Company has designed a form for this purpose, so that once the employee has sufficiently notified it that he or she has a qualifying reason for FMLA if he or she is eligible for leave the form will be mailed or hand delivered to the employee notifying him or her of their eligibility, responsibilities and rights, as well as additional information regarding the leave. If the employee is not eligible, the Company will provide the employee with the reason(s) for his or her ineligibility.

The Company must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. The Company has designed a form for this purpose, too, which will be mailed or hand delivered to the employee. If the Company determines that the leave is not FMLA protected, the Company will notify the employee accordingly.

### **Benefits and Protections:**

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

Under current company policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Accounting Department by the first day of each month. If the payment is more than 30 days

late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage.

### **Employee's Use of Leave & Intermittent or Reduced Work Schedules:**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule *when medically necessary*. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

The Company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the Company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

### **Substitution of Paid Leave for Unpaid Leave:**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### ***Unpaid Leave Due To Domestic and Sexual Violence***

**BASIS OF LEAVE:** The Company will provide up to **twelve (12) weeks of unpaid leave** from work on an intermittent or reduced work schedule basis to an employee who is a victim of domestic or sexual violence (or who has a family or household member who is a victim of domestic or sexual violence) to address domestic or sexual violence if the employee is:

- (A) **seeking medical attention** for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
- (B) **obtaining services from a victim services organization** for the employee or the employee's family or household member;
- (C) **obtaining psychological or other counseling** for the employee or the employee's family or household member;
- (D) **participating in safety planning, temporarily or permanently relocating**, or taking other actions to increase the safety of the employee or the employee's

family or household member from future domestic or sexual violence or ensure economic security; or

- (E) **seeking legal assistance or remedies** to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

“Family or household member” means a spouse, parent, son, daughter, and persons jointly residing in the same household whose interests are not adverse to the employee as it relates to the domestic or sexual violence.

"Parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter. "Son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability.

**PERIOD OF LEAVE:** Employee shall be entitled to a total of 12 workweeks of unpaid leave during any 12-month period. (This policy does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act.)

**EXISTING LEAVE:** The employee may use any available paid or unpaid leave (including family, medical, sick, annual, personal, etc.) from employment, in substitution for any period of such leave for an equivalent period of leave.

**NOTICE:** The employee shall provide the Company with **at least 48 hours' advance notice** of the employee's intention to take the leave, unless providing such notice is not practicable.

When an unscheduled absence occurs, the Company will not take any action against the employee if the employee, **within a reasonable period after the absence** (generally defined herein as 15 days) provides certification as shown under the next section.

**CERTIFICATION:** The Company may require the employee to provide certification to the Company that:

- (A) the employee or the employee's family or household member is a victim of domestic or sexual violence; and
- (B) the leave is for one of the purposes enumerated in the above “Basis” paragraph.

The employee shall provide such certification to the Company within a reasonable period after the Company requests certification.

An employee may satisfy the above certification requirement by providing to the Company a **signed and dated statement** of the employee, and upon obtaining such documents the employee shall provide:

- (A) **documentation** from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence and the effects of the violence;
- (B) a **police or court record**; or
- (C) other corroborating evidence.

**CONFIDENTIALITY:** All information provided to the Company, including a statement of the employee or any other documentation, record, or corroborating evidence, and the fact that the employee has requested or obtained leave pursuant to this policy, shall be **retained in the strictest confidence by the Company**, except to the extent that disclosure is: (1) requested or consented to in writing by the employee; or (2) otherwise required by applicable Federal or State law.

**RESTORATION TO POSITION:** In general, an employee who takes leave under this policy shall be entitled, on return from such leave:

- (i) to be restored by the Company to the position of employment held by the employee when the leave commenced; or
- (ii) to be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

**LOSS OF BENEFITS:** The taking of leave under this policy shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

However, the employee is not entitled to:

- the accrual of any seniority or employment benefits during any period of leave; or
- any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.

**REPORTING TO THE COMPANY:** The Company may require an employee on leave under this policy to **report periodically to the Company** on the status and intention of the employee to return to work.

**MAINTENANCE OF HEALTH BENEFITS:** Except as provided under “Loss of Benefits,” during any period that an employee takes leave under this policy, the Company shall maintain coverage for the employee and any family or household member under any group health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.

**FAILURE TO RETURN FROM LEAVE:** The Company may recover the premium that the Company paid for maintaining coverage for the employee and the employee's family or household member under such group health plan during any period of leave under this policy if:

- (i) the employee **fails to return** from leave under this policy after the period of leave to which the employee is entitled has expired; and
- (ii) the employee **fails to return** to work for a reason other than:
  - (I) the continuation, recurrence, or onset of domestic or sexual violence that entitles the employee to leave; or
  - (II) other circumstances beyond the control of the employee.

The Company may require an employee who claims that the employee is unable to return to work because of a reason described in (I) or (II) above to provide, within a reasonable period after making the claim, certification to the Company that the employee is unable to return to work because of that reason.

An employee may satisfy the certification requirement of clause by providing to the Company:

- a sworn statement of the employee;
- documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee has sought assistance in addressing domestic or sexual violence and the effects of that violence;
- a police or court record; or
- other corroborating evidence.

The Company will not fail to hire, refuse to hire, discharge, or harass any individual exercising their rights under this policy or otherwise discriminate against any individual exercising their rights under this policy with respect to the compensation, terms, conditions, or privileges of employment of the individual, or retaliate against an individual in any form or manner for exercising their rights under this policy.

### ***Unpaid Personal Leaves of Absence***

Unpaid personal leaves of absence for a period of up to thirty (30) days may be requested by full-time regular and part-time employees who have completed six (6) months of continuous service. Personal leave may be granted for justifiable reasons in the Company's sole discretion, provided the leave does not seriously disrupt the Company's operations. Personal leaves are not granted until all accrued PTO days have been exhausted. The employee does not accrue benefits including but not limited to PTO when on leave. The employee will not be paid for holidays during a leave of absence.

Reinstatement will not be guaranteed to employees returning from personal leave. However, the Company endeavors to place employees returning from personal leave in their former position (or in a comparable position) subject to budgetary restrictions, the Company's needs to fill vacancies, and other factors within the sole discretion of the Company.

## ***Jury and Witness Duty***

If you are a full-time regular employee who is summoned to jury duty, the Company continues your salary, less any per diem, during your active period of jury duty for up to three days per calendar year. You are also permitted to retain the allowance you receive from the court for such service. If you are not a full-time regular employee, you are given time off without pay while serving jury duty.

All employees are allowed time off if summoned to appear in court as a witness. Nonexempt employees may use accrued PTO or personal leave time during this period or take the time off without pay.

Exempt staff members will be paid their normal salaries during any workweek in which they appear as a witness or juror and also perform services for the Company, regardless of the amount of time spent performing those services. If an exempt staff member performs no work during any workweek in which he/she serves on a jury, then the full weekly salary need not be paid.

To qualify for jury or witness duty leave, you must submit to your supervisor a copy of the summons to serve as soon as it is received. In addition, proof of service must be submitted to your supervisor when your period of jury or witness duty is completed.

The Company will make no attempt to have your service on a jury postponed except when business conditions necessitate such action.

## ***Funeral Leave***

Regular full-time employees are allowed a leave of absence up to three days off without pay for the purpose of arranging and attending the funeral of the employee's father, mother, sister, brother, spouse, child or grandparent. Requests for funeral leave should be made to your immediate supervisor. Employees are requested to provide documentation related to the funeral to their supervisor.

## ***Military Leave***

Employees who enter the Armed Forces of the United States will be granted extended leaves of absence without pay in accordance with federal and state laws governing such leaves.

An employee who is a member of the National Guard or of a reserve component of the Armed Forces will, upon written or verbal notice, be granted a military training leave. Upon presentation of a military pay voucher, employees will be reimbursed for the difference between their normal compensation and the pay they receive while on military duty. Training leaves will not, except in an emergency or in the event of extenuating circumstances, exceed two weeks a year, plus reasonable travel time.

## ***Military Leave for Spouses and Parents in Illinois***

Employees who have worked for the Company for at least twelve (12) months and at least 1,250 hours for the prior twelve (12) months are entitled to take unpaid, job-protected leave to visit with a spouse or child who has been called into military service that will last longer than thirty (30) days. The Company will provide up to 30 days of leave.

Employees must give the Company at least 14 days notice of the intended date upon which the family military leave will commence if leave will consist of 5 or more consecutive work days. The Company will not interfere with or restrain an eligible employee's request for leave, and will not retaliate against employees who exercise this right.

During any family military leave, the Company will make it possible for employees to continue their benefits at the employee's expense. Employees who return to work from leave of absence are entitled to return to their job or an equivalent position without loss of benefits or pay.

## **WORKERS' COMPENSATION**

Workers' Compensation insurance provides insurance protection in the event of a job-related injury or illness. Coverage begins on the first day of employment for all employees. Marvin Keller Trucking Inc pays for the full cost of this insurance. Eligibility and coverages are subject to the laws of Illinois.

All injuries sustained while working, no matter how minor, must be reported to your Supervisor immediately so that medical attention may be provided if needed.

When a job-related injury or illness occurs the following process must be followed:

- You must immediately report the injury to your Supervisor. If the injury occurs after hours you must call the after-hours dispatch and report the injury.
- Take photos of the injury scene including the hazard (slip, trip, pothole, etc.) and submit to your Supervisor.

A workers' compensation "first report of injury" form must be completed and returned to your Supervisor immediately following an incident. This form must be completed even if medical attention is not sought. Contact the HR Manager to fill out a report. Failure to report an accident immediately may result in disciplinary action up to and including discharge.

Employees are required to provide a full release from their physician upon return to their regular job. If an employee has been returned to work by their physician with temporary restrictions, the company will make every effort to accommodate the employee's restrictions with a temporary light duty position. This is at the discretion of the company.

Should the employee refuse light duty, workers compensation benefits will be jeopardized and the employee will be in non-compliance.

In certain situations a physician may temporarily place an employee off work due to their injury. The employee will then be placed on workers' compensation leave. In this situation, MKT will continue employee insurance coverage for thirty (30) calendar days. The employee will be responsible for their portion of health insurance premiums during this time. After thirty (30) calendar days, the employee will be responsible for the entire premium to continue health coverage. An employee is considered an inactive employee according to the company's benefits package, which means they can no longer be covered on the company benefits package.

The employee is expected to return to work when the doctor releases the employee to light duty and MKT can accommodate the employee's restrictions, or gives a full release to regular duty.

The company will make every effort to return the employee to the same position held prior to the workers' compensation leave. If the previous position is unavailable, the company will place the employee in the first available position that the employee is qualified for. Failure to return to work upon a full written release from the medical provider, without requesting an extension, will be considered a voluntary resignation.

### ***Return to Work***

In addition to a doctor's release, employees who are returning to work post-surgery, post-accident, or from a serious health condition, may be required to take and pass a job specific functionality test administered by our third party occupational health professional.

# EMPLOYEE RELATIONS

## ***Personal Appearance and Demeanor***

Discretion in style of dress and behavior is essential to the efficient operation of the Company. Employees are, therefore, required to dress in appropriate business attire and to behave in a professional, businesslike manner. Employees should use judgment in their choice of work clothes and should remember to conduct themselves at all times in a way that best represents themselves and the Company.

Employees are also required to keep their work environments clean and orderly. Before departing in the evening, employees should lock all files and cabinets and clear all work materials from desk surfaces, especially materials of a sensitive or confidential nature.

Employees failing to adhere to proper Company standards with respect to appearance and demeanor are subject to disciplinary action up to and including discharge.

## ***Confidentiality***

Any information concerning the business affairs of Marvin Keller Trucking Inc. its suppliers, customers, employees or personnel associated with MKT, is confidential and restricted. Employees may not reveal any information except under the direction of their supervisor or with the supervisor's approval. Questions concerning this policy, including what constitutes confidential information, should be referred to the employee's supervisor.

Further, MKT expects that any knowledge, techniques, written materials and other information relative to the Company's business developed during employment remain the property of the Company. Violation of this provision may result in disciplinary action up to and including discharge.

## ***Company Equipment***

Employees are responsible for the proper use, protection and maintenance of all equipment and other property furnished or made available to them by the Company. Unauthorized or abusive use of such property is prohibited.

Certain employees will be issued keys during their employment to enable them to carry out their job duties. These keys remain the property of MKT. They may not be duplicated.

All equipment, keys and other property of the Company must be returned on the last day of employment, or sooner, if requested. Violation of this provision may result in disciplinary action up to and including discharge.

### ***No Solicitation***

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions or solicit for any cause during working time. Furthermore, employees may not distribute literature or printed material of any kind in working areas at any time.

Non-employees are likewise prohibited from distributing material or soliciting employees on Company premises at any time.

Working time includes the working time of both the employee doing the soliciting and distributing and the employee to whom the soliciting or distributing is being directed. Violation of this provision may result in disciplinary action up to and including discharge.

### ***Attendance and Punctuality***

Regular attendance and punctuality are very important at MKT. Employees are expected to begin and end work on schedule. MKT recognizes that circumstances beyond an employee's control may cause him/her to be absent from or late to work. If you are going to be late or absent, you must call your supervisor to notify him/her of the reason for your tardiness or absence. Excessive absenteeism or tardiness in connection with scheduled work times, breaks and meal periods will result in disciplinary action up to and including discharge.

Should an employee be unable to report to work due to illness, the employee must notify his/her supervisor within one hour of the employee's starting time each day of the absence. Failure to properly notify the Company will result in an unexcused absence.

If an employee is absent two or more consecutive workdays, a statement from a physician is required before the employee is permitted to return to work.

Employees who are absent from work for three consecutive days without giving proper notice to the Company will be considered to have voluntarily resigned.

## **Guidelines for Appropriate Conduct**

Marvin Keller Trucking Inc. expects all employees to conduct themselves in a professional manner, reflecting positively on the Company, the staff and customers.

The following and related types of misconduct are prohibited:

1. Falsifying employment eligibility or other employment on Company records;
2. Soliciting or accepting gratuities from customers or clients;
3. Excessive absenteeism or tardiness;
4. Excessive, unnecessary, or unauthorized use of Company supplies, particularly for personal purposes;
5. Reporting to work intoxicated or under the influence of non-prescribed drugs, and the illegal manufacture, possession, use, sale, distribution or transportation of drugs (for purposes of this policy, "under the influence" is defined as a blood alcohol concentration of .02 and higher);
6. Bringing or using alcoholic beverages on Company property or using alcoholic beverages while engaged in Company business off Company premises, except where authorized;
7. Fighting or using obscene, abusive, or threatening language or gestures;
8. Theft of property from coworkers or customers of the Company;
9. Unauthorized possession of firearms on Company premises or while on Company business;
10. Disregarding safety or security regulations;
11. Insubordination;
12. Dishonesty;
13. Failing to maintain the confidentiality of Company, customer or client information;
14. Misuse of Company electronic equipment, e-mail and/or the Internet for non-job related purposes and
15. Failure to foster collegiality, harmony, positive attitude, and good relations in the workplace.

The above are only examples of common sense rules which experience has shown to be both necessary and most effective in maintaining sound working relationships. They are only typical of cases which can result in disciplinary action ranging from verbal warning to discharge, and are not to be construed as limiting or restricting disciplinary action to only the specific cases listed.

## **Smoking**

The health of each employee and every customer of the Company is of utmost importance to the Company. In order to protect our customers and employees from the hazards involved in second hand smoke and in order to maintain compliance with Public Act 095-

0017, smoking is prohibited on all of the Company's premises and property including company vehicles. The failure to comport with this policy and procedure will result in disciplinary action up to and including termination.

Employees may not smoke in areas of employment, which are enclosed areas in which employees must enter, leave, or pass through as a course of their work, including but not limited to offices and work areas, restrooms, conference rooms, break rooms, cafeterias, lobbies, corridors, and any other common areas. Employees also may not smoke within fifteen (15) feet of entrances or exits, windows that open, or ventilation systems that serve an enclosed area where smoking is prohibited.

## **Safety**

MKT makes every reasonable effort to ensure a safe working environment and expects all employees to be safety conscious. Employees should report any unsafe or hazardous conditions directly to their supervisor immediately. Every effort will be made to remedy problems as soon as possible.

In case of an accident involving a personal injury, regardless of how serious, an employee must notify any member of management immediately. Failing to report any accident immediately may result in termination.

## **E-mail and Electronic Communication**

The Company has established the following policy that governs the use of electronic mail systems at the workplace, including the telephone communication systems. The Company reserves the right to amend these policies. An employee's use of the Company's telephone, E-mail and communication systems constitutes the employee's agreement to abide by the Company's policies governing the Company communication systems as set forth below, or as modified in the future.

**Business use.** All electronic and telephone communication systems are to be used primarily for business purposes, meaning that use of such equipment and systems must be job-related.

**Business form.** E-mail and voice-mail messages reflect the Company image. They should be composed in a professional manner that is similar to messages sent on Company letterhead. Employees should keep in mind that electronic files are subject to discovery and may subsequently be used in litigation involving the Company or the employee. Therefore, it is expected that employee statements in electronic messages and files will reflect favorably on the Company and on the employee.

**File management.** In order to keep the electronic communication systems and computer systems running efficiently, employees should delete unnecessary electronic messages stored in the system, as well as computer files that are no longer needed. Employees should also run a virus check on attachments sent through E-mail before opening such files.

**Company property.** In addition to the system hardware and software, all electronic files and electronic messages are the property of the Company, whether composed, received or sent by the employee. E-mail messages and other electronic files constitute business records belonging to the Company.

**Privacy and passwords.** Because all messages are the property of the Company, employees should not expect that messages are private. In addition, employees should be aware that deleted files may be retrieved and read by the Company. The Company reserves the right to retrieve, monitor, or review any messages in the Company E-Mail and Electronic Communication system, and may disclose such messages for any purpose without notice to the employee and without seeking permission of the employee. Passwords must be disclosed to the appropriate Company officer upon request.

**Solicitation prohibited.** Employees may not use E-mail or voice mail systems to solicit for charitable or commercial ventures, or in any way that violates the Company's no solicitation policy. Employees may not use the systems to further religious, political or other causes.

**Proprietary information restrictions.** Receiving or downloading, or sending or uploading of proprietary information is prohibited without prior authorization. Such information includes copyrighted materials, trade secrets, proprietary financial information, or similar materials.

**Anti-harassment policies applicable.** Company policies prohibiting sexual or other harassment are applicable to E-mail, voice mail systems, and the Internet. Messages that contain foul, inappropriate, or offensive language, or those containing racial or ethnic slurs, or sexual innuendo, are prohibited.

**Confidentiality.** Employees are expected to respect the confidentiality of messages sent to others. Employees may not access or review E-mail or voice-mail messages that are not distributed to them.

**Internet postings.** Employees must receive permission from their supervisor before posting messages to electronic bulletin boards, list-serves or similar public posting forums on the Internet. When posted, such messages must contain a disclaimer at the end of the message that: "The opinions expressed in this message are mine only, and do not reflect the opinion or position of my employer."

**Notice of violations.** Employees who observe violations of these electronic communication policies shall notify their immediate supervisor or shall report the violation to the site Human Resources Director.

**Discipline.** Employees who violate this policy are subject to discipline, up to and including termination of employment.

**Policy Changes.** The Company reserves the right to modify or change the policies set forth above (or anywhere else in this Handbook) to comply with applicable law, to meet changing circumstances or for any reason.

By signing the Receipt of Employee Handbook page, the employee acknowledges that he/she has read this Company E-mail and electronic communication policy and agrees to abide by its terms.

## ***Workplace Searches***

To 1) protect and secure the property of our employees, our customers, and MKT, and 2) help prevent the possession, sale, and use of illegal drugs on MKT premises (in support of MKT drug-free workplace policy), MKT establishes the right to question employees (and all other persons entering and leaving our premises), and to inspect any property whether locked or unlocked including packages, parcels, purses, handbags, briefcases, lunch-boxes, electronic equipment or any other possessions or articles carried to and from MKT premises.

In addition, MKT reserves the right to search any employee's office, desk, files, locker, palm pilot, computer, laptop computer, electronic organizer, or any other area or article on our premises, including personal or company vehicles, whether or not such property is locked or unlocked and whether or not the lock is company owned or employee owned. In this connection, it should be noted that all offices, desks, files, lockers, and so forth, whether locked or unlocked, are the property of MKT and are issued for the use of employees only during their employment with MKT.

Searches and inspections may be conducted at any time at the discretion of Marvin Keller Trucking Inc.

To this end, the Company has posted notices in our facilities informing all employees, prospective employees, customers, visitors, and all other individuals of the Company's broad workplace search policy.

Individuals entering the premises of Marvin Keller Trucking Inc. who refuse to cooperate in an inspection or search conducted under this policy will not be permitted to enter the premises of MKT. Employees who refuse to cooperate in an inspection or search, as well as employees who after the inspection or search are believed to be in possession of stolen property or illegal drugs, will be sent immediately to the Human Resources Department and be subjected to disciplinary action up to and including discharge (if, on investigation, they are found to be in violation of the Company's security procedures or any other Company rules and regulations).

Employees should not have an expectation of privacy as to any property or articles on Company premises, including computers, electronic equipment, etc.

## ***Workplace Violence***

The Company is concerned about the increased violence in society, which has also filtered into many workplaces throughout the United States. Therefore, the Company has taken steps to help prevent incidents of violence from occurring at the Company. For this reason, it is the policy of the Company to expressly prohibit any acts or threats of violence

by a Company employee or former employee against any other employee in or about the Company's facilities or elsewhere at any time.

The Company also will not condone any acts or threats of violence against the Company's employees, customers, or visitors on the Company's premises at any time or while they are engaged in business with or on behalf of the Company, on or off the Company's premises.

In keeping with the spirit and intent of this policy, and to ensure that the Company's objectives in this regard are attained, it is the commitment of the Company:

1. To provide a safe and healthful work environment, in accordance with the Company's safety and health policy.
2. To take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening or intimidating behavior or acts of violence or who uses any obscene, abusive, or threatening gestures or language, including e-mail, graffiti, etc.
3. To take appropriate action when dealing with customers, former employees, or visitors to the Company's facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
4. To prohibit employees, former employees, customers, and visitors from bringing unauthorized firearms or other weapons onto the Company's premises.
5. To establish viable security measures to ensure that the Company's facilities are safe and secure to the maximum extent possible and to properly handle access to company facilities by the public, off-duty employees, and former employees.

Any employee who displays a tendency to engage in violent, abusive, or threatening behavior, or who otherwise engages in behavior that the Company, in its sole discretion, deems offensive, threatening, dangerous, or inappropriate will be subject to disciplinary action, up to and including discharge.

**DUTY TO WARN:** In furtherance of this policy, employees have a "duty to warn" their supervisors, security personnel, or human resources representatives of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors and that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like. Employee reports made pursuant to this policy will be held in confidence to the extent possible. The Company will not condone or tolerate any form of retaliation against any employee for making a report under this policy.

Nothing stated in this policy is intended to interfere with an employee's rights to engage in lawful protected concerted activities under the National Labor Relations Act.

## **Mobile Phone Use**

Employees should be aware that the Company does not promote the use of mobile phones while operating a vehicle. Mobile use includes, but is not limited to, texting, instant messaging, using the Internet, emailing, etc. Safety must come before all concerns; under no circumstances should employees place themselves or others at risk to fulfill business needs.

Employees whose job responsibilities include driving, and who may use a mobile phone for business purposes, are expected to refrain from using their mobile phone while driving. Employees should plan calls to allow placement either prior to driving or while on rest breaks. Employees are expected to pull off to the side of the road and safely stop their vehicle before using a mobile phone. If acceptance of a call while driving is unavoidable, and pulling over is not an option, employees are expected to keep the call short and use a hands-free device, so that their eyes remain focused on the road, and both hands remain on the steering wheel, at all times.

Employees will be solely responsible for any traffic violations resulting from the use of a phone while driving.

Personal use of cell phones during working time is not permitted unless it is an emergency (for example, when a school is trying to reach a parent about their child). As technological advances continue to expand the functions of cell phones and similar personal equipment, employees are advised that any unauthorized use of such devices at work to record, take pictures or videos and/or to transmit same may well be a violation of federal and state criminal laws and, regardless, will not be tolerated. Anyone determined to have engaged in such activity will be immediately disciplined as well as reported to the authorities.

Employees also should be aware that communications over mobile phones are not necessarily confidential; it is possible that outside parties could tap into those communications. If you need to communicate about a highly confidential matter, please try to use a more secure method of communication.

Violations of this policy will be subject to discipline, up to and including termination.

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Thank you for reading this Employee Handbook. This is just a brief guide to some commonly asked questions. If you have any other questions, please raise them with your supervisor or another member of management.

# RECEIPT OF EMPLOYEE HANDBOOK

I acknowledge receipt of my copy of Marvin Keller Trucking Inc Employee Handbook and understand I am obligated to read and familiarize myself with its contents, as well as abide by its terms.

The purpose of this Employee Handbook is to provide brief, general information on Company benefits and employment practices. The content of this Employee Handbook is subject to change without prior notice to employees. As such, I understand that the Company does not intend to create a contract of employment by placing these matters in writing.

I have read the E-Mail and Electronic Communication policy and Sexual Harassment and Anti-Discrimination Policy and agree to abide by its terms. I have read the broad Workplace Search policy and know that my privacy in the workplace is affected and limited by this policy.

I understand and agree my employment with Marvin Keller Trucking Inc. is for no definite period of time and that the company may elect to discontinue my employment relationship for whatever reason it considers proper and at any time. I, likewise, may leave the Company for whatever reason I consider proper and at any time.

Name \_\_\_\_\_  
Print

Name \_\_\_\_\_  
Signature

Date \_\_\_\_\_