EMPLOYEE HANDBOOK

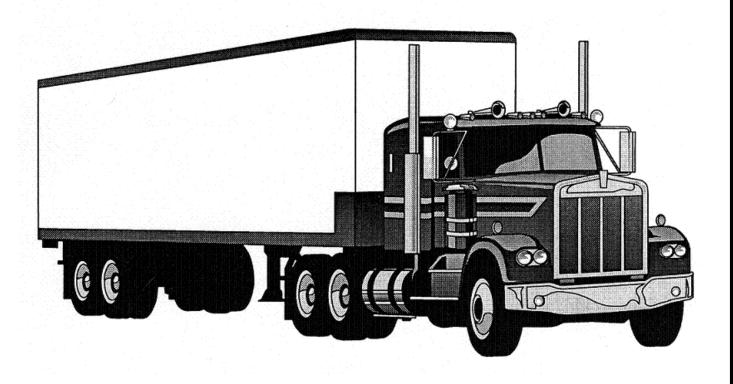


Table of Contents

Page No.

WELCOME

Dear Valued Employee:

I would like to take this opportunity to welcome you to our Company. Our employees are very important to us. As a service oriented company we rely upon you to be professional and courteous to our customers. Because we consider you a valuable asset to our company, we provide an excellent benefit package. Our management staff is continuously reviewing and upgrading these benefits.

I believe that it is very important for an employer to maintain successful communication with every employee. As companies grow larger, it is often difficult to know each employee personally. Many of you may have experienced feeling "just like a number." You will NOT be treated this way as a Company employee. Any questions, or problems that may arise, can be resolved with a phone call or visit to one of our offices.

The management at our Company understands that our continued success as a company depends upon each employee. By working together and respecting each other, we can all take pride in our profession and the services we provide.

Todd Packard CEO

Preface

This handbook will summarize present Company policies. It is a guide only, and is not a contract for employment between the Company and any employee. The Company is an employer, and does not function as an employment agency or referral company.

The company assigns its employees to a variety of companies. As a result, procedures will vary as to dispatching, equipment operated, rates of pay, paperwork to be submitted, and operation schedules. For specifics, please refer to your Client Operational Information Form and your Compensation and Benefit Schedule.

Your employment is terminable at will, meaning that it is for no definite period and that it may be terminated either by you or by the Company at any time, with or without cause. Further, no representative of the Company has any authority to enter into any agreement of employment with any employee for any specified period of time or alter the provisions set forth in this handbook unless reduced to writing and signed by the employee and the Company CEO, and no employee should rely upon any oral representations to this effect. Finally, any provision of his handbook may be amended or terminated or new provisions may be added at the sole discretion of Company, with or without notice to the employee.

New Hires

All new employees will work through a ninety (90) day orientation period. During this time, each employee will be evaluated for job knowledge, safety record, attitude, cooperation, advances, paperwork, and overall job performance. Of course, if at any time you are not satisfied, you may voluntarily resign your employment, just as the Company may terminate your employment at any time with or without notice during or subsequent to the orientation period.

Equal Employment Opportunity

It is the Company's policy to make all employment decisions, including hiring, promoting, transferring, upgrading, laying off, demoting, or discharging, without regard to an individual's race, color, religion, sex, national origin, age, handicap, disability, veteran status or other legally protected group/status. This commitment is based upon morals as much as upon legal requirements. In addition, it is the Company's policy to prohibit harassment of our employee by another or by a supervisor or manager on the basis of age, race color, national origin, religion, sex, handicap, disability, veteran status or other legally protected group/status. Any employee who feels that they are the victim of harassment should report the matter to the management of the Company.

Physical Examinations

All requirements for any physical, psychological, chemical, or other examination, which are required by a governmental agency or by the Company, shall be promptly complied with. All employees shall be responsible for payment of the first physical examination. The Company will pay for bi-annual physicals thereafter, provided that the physical is performed at a facility designated by the Company. Company policy does require renewal examinations to be performed at a medical facility chosen by the Company.

Substance Abuse

The use, possession, transfer, or sale of alcoholic beverages, or illegal drugs by an employee while on property of the Company or any of its clients/lessees, and/or during working hours will result in corrective action up to and including termination.

This policy does not apply to medications prescribed by a licensed physician and taken in accordance with the physician's instructions.

Any employee, whose behavior on the job reasonably suggests impairment by alcoholic beverages or illegal drugs will be requested to submit a Company approved drug and/or alcohol screen. Refusal to submit to a drug/alcohol screen will be a cause for corrective action up to and including termination. For further details, please refer to the Substance Abuse Policy included in the handbook.

Any employee whose job duties require the operation of a commercial motor vehicle and who tests positive for illegal drugs or refuses to be tested will be considered medically unqualified to operate a commercial motor vehicle, pursuant to the Federal Motor Carrier Safety Regulations.

Employees who voluntarily identify themselves as suffering from alcohol or substance abuse will be assisted in obtaining treatment, as long as they abide by the prescribed program of treatment and professional advice. The individual, however, is ultimately responsible for correcting the problem.

Our intention is to provide our customers with qualified, drug free employees, and to provide you with a drug free work environment. This will be accomplished by strict adherence to our drug testing policy. The specific terms of this policy are contained in a separate policy statement and will be communicated to all applicants for employment and to all current employees.

Passengers

No company employee shall allow anyone, other than authorized employees of the Company or its client, to be a passenger in a truck at any time. The only exception to this policy will be when a Company client gives permission, in writing, to our employee to transport a passenger in his/her truck. In addition, our employee and the passenger each must sign a waiver releasing and holding harmless the Company and its client from any responsibility in the event of an accident or injury. Having an unauthorized passenger is grounds for corrective action up to and including termination.

Seat Belt Policy

It is the policy of the Company that all drivers must wear safety belts. This policy is mandated by all states, as well as the US Department of Transportation, and it is intended to reduce the risk of death and other serious injuries that often result from traffic accidents. Failure to wear a seat belt will result in disciplinary action up to and including discharge.

Sleeper berth restraint systems must be used when the sleeper berth is occupied and the vehicle is in motion. Failure to use the restraint system in the sleeper berth under the above conditions will result in disciplinary action up to and including discharge.

Military Service

Employees who perform and return from military service in the United States armed forces, the Military Reserves or the National Guard shall have and retain rights of reemployment, seniority, vacation, layoffs, compensation and length of service pay increases may be provided by the laws of the United States. The Company will pay the insurance contributions up to 14 days, for any employee on leave of absence for training in the National Guard or Military Reserves.

Discipline

When an employee acts in a manner which, in the sole judgment of the Company, is unacceptable or contrary to the best interests of the Company, such employee may be the subject of corrective or disciplinary measures. Various measures are designed to correct whatever problems may exist and/or to make employees aware of the importance of abiding by our policies, procedures and standards of conduct and behavior which we believe are essential to the well being of all Company employees and clients. In certain cases, it may be necessary to suspend or dismiss an employee because of the seriousness of behavior which the Company finds to be unacceptable.

All employees are expected to follow these rules. Violations will subject employees to discipline, up to and including termination. The Company reserves the right to take disciplinary action based on conduct which is not specifically listed in this policy.

The following are examples of some prohibited conduct:

- 1. Theft or attempted theft of any property belonging to the Company or a fellow employee;
- 2. Fighting;
- 3. Falsification of Company records, including time sheets, employment applications and benefit applications;
- 4. Insubordination:
- 5. Immoral, indecent or unlawful conduct;
- 6. Destruction of, or damage to, Company property;
- 7. Reckless operation of equipment;
- 8. Moving violations;
- 9. Accidents:
- 10. Failure to report an accident;
- 11. Failure to cooperate with clients and/or shippers;
- 12. Unauthorized use of equipment;
- 13. Unauthorized passengers;
- 14. Waste of materials or mishandling of supplies or equipment;
- 15. Failure or refusal to comply with the Company alcohol and drug policy;
- 16. Carrying or possessing a weapon of any kind on Company property;
- 17. Gambling or soliciting gambling on Company property;
- 18. Smoking in prohibited areas;
- 19. Sleeping on the job;
- 20. Defacing walls, bulletin boards or other Company property;
- 21. Horseplay or other disorderly conduct;
- 22. Violation of safety regulations;
- 23. Unauthorized disclosure, use or theft of the Company's confidential information;
- 24. Use of abusive or threatening language;

- 25. Excessive lateness or absenteeism;
- 26. Absence for three consecutive workdays without notification to company will be considered a voluntary resignation;
- 27. Failure to report an absence;
- 28. Signing or marking another employee's time sheet;
- 29. Creating hazardous or unsafe conditions;
- 30. Repeated failure to complete job assignments;
- 31. Repeated failure to produce quality work;
- 32. Other unsatisfactory performance;
- 33. Violation of any Company policy.

The following offenses will result in the immediate termination of employment:

- 1. Driving a commercial motor vehicle or personal vehicle while under the influence of alcohol or controlled substances. Pending DUI/OVI charges will result in immediate termination.
- 2. Leaving the scene of an accident involving a commercial motor vehicle.
- 3. A felony involving the use of a commercial motor vehicle.
- 4. The use of a commercial vehicle in the commission of a felony involving manufacturing, distributing, or dispensing a controlled substance.

If a driver exceeds the minimum requirements set forth below, the Company reserves the right to terminate employment:

- 1. Drivers convicted during a three (3) year period of more than one (1) serious traffic violation.
- 2. Drivers convicted of more than three (3) traffic violations during a three (3) year period of which not more than one (1) is a serious traffic violation.

A serious traffic violation is defined as:

Excessive speeding, involving any single offense for any speed 15 miles per hour or more above the posted speed limit; reckless driving, as defined by state or local law or regulation, including but not limited to offenses of driving a commercial motor vehicle in willful or wanton disregard for the safety of persons or property; improper or erratic traffic lane changes; following too closely; a violation, arising in a connection with a fatal accident, of state or local laws relating to motor vehicle traffic control device; a preventable accident causing personal injury and/or substantial property damage.

The company reserves the right to thoroughly investigate accidents and serious traffic violations. If the results of an investigation indicate that the driver has exceeded the minimum standards, employment may be terminated.

In addition, any Company employee involved in proved acts of abuse or negligence to our clients' equipment or property will be held financially responsible. Any cost incurred to transport a vehicle left abandoned by a Company employee, unauthorized equipment use, intentionally running out of route, or bringing a vehicle back to a client's terminal without authorization will result in all related expenses being deducted from the employee's next and/or final pay.

Speeding

Operating in excess of posted speed limits, or driving too fast for conditions is unprofessional and intolerable. In most cases, our clients have their names and logos displayed prominently on the equipment. A speeding vehicle always results in a bad image of our client, and may endanger our employee and the general public. All moving violations are the responsibility of the employee to pay, and each violation must be reported to the Company in accordance with Federal law. The management of the Company reserves the right to suspend or discharge any employee for moving violations, preventable accidents, or preventable incidents. All violations need to be reported, not just speeding violations.

Equipment and Safety

The Company does not desire for any of its employees to operate a vehicle that is not in safe operating condition, or that is not equipped with safety devices that are required by law. All Company employees are required to perform thorough pre-trip, during trip, and post trip inspections of the entire vehicle. Vehicle condition reports must be completed daily and turned into the client that you are assigned to. You are responsible for checking and maintaining oil, water, all fuel levels as well as tire pressures before, during, and after each trip.

All Company employees must make sure that the gross and axle weights of the vehicle operated comply with the laws and regulations of the states in which you will be traveling. If the vehicle is overweight or over length, you must notify our client immediately and follow their instructions. Failure to follow this procedure will result in your being responsible for any fines and/or expenses incurred.

When picking up or loading a trailer, be sure to check all of the bills of loading for the proper destination. Take time to assure that the cargo has been properly loaded to avoid any damage or cargo claims. All employees are required to fuel equipment in accordance with our clients' established policies. Unless otherwise instructed by our client, you must purchase self-service fuel.

Dispatch Instructions

Starting times for your trips will be assigned to you directly from our clients' dispatchers. You must call the dispatcher each day, and at the time designated or

required by our client. If for reasons beyond your control, you are unable to leave for a trip, or will be late, you must notify our client as early as possible. Arriving late or not at all will not be tolerated. If you are unable to make the trip, you must also notify the Company so that we can arrange for a substitute. Park your personal vehicle only in the areas designated by our client. In addition, stay within the areas designated by our client as being permissible.

You are responsible to report to our client any overages, shortages, or cargo damage. An accurate count of the cargo being loaded on your trailer, or being unloaded off your trailer, is your responsibility. You must take responsibility to protect and/or count the cargo since you are generally the only representative present. Failure to take this responsibility may result in corrective action/or payroll deduction for loss or damage.

Electronic Communication Policy

The company prohibits employee use of cellular phones, electronic onboard recording devices and/or other electronic communication devices, either hands on or hands free, for business or personal purposes, whether such device(s) is supplied by the Company, client or personal, while driving when on Company business.

This prohibition of cell phone or similar device use while driving on Company business or time includes receiving or placing calls, text messaging, surfing the internet, receiving or responding to email or checking for phone messages. You may not use your cellular phone or similar device to receive or place calls, text messages, surf the Internet, check phone messages, or receive or respond to email while driving if you are in any way doing activities that are related to your employment.

You are required to stop your vehicle in a safe location and manner so that you can safely use your cell phone or similar device should you need to use such device for company or personal reasons.

All Federal, State and local regulations pertaining to cell phone usage must be followed at all times.

Employees who violate this policy will be subject to disciplinary actions, up to and including discharge.

Addendum 1/1/13

Where permitted by Client's policy and subject to individual State law; hands-free mobile communications devises may be used in accordance with FMCSR 01/03/2012 ruling on their usage. Please note that a driver must have his or her compliant mobile communication device located where the driver is able to initiate, answer, or terminate a call by touching a single button (for example on the compliant mobile telephone, steering wheel, dashboard or on a headset) when the driver is in the seated driving position and properly restrained by a seat belt. Drivers who violate this policy are subject to federal civil penalties as well as disciplinary action up to and including discharge.

Electronic Mail and Internet Policy

The following definitions have been adopted for this portion of the handbook pertaining to Electronic Mail and Internet Policy. In all cases "the Company" will be defined to include "and or the client." This policy describes the Company's guidelines with respect to access to and disclosure of electronic mail messages sent or received by Company employees with the use of the Company e-mail system, as well as the use of Company-provided Internet access tools. The Company respects the individual privacy of its employees. However, employee privacy does not extend to the employee's work-related conduct or to the use of Company-provided equipment or supplies. You should be aware that the following guidelines may affect your privacy in the work place.

The Company is responsible for ensuring the security of its network and computer systems against unauthorized access and/or abuse. The Company has installed electronic mail tools and an Internet gateway that provides employees with capabilities to browse the World Wide Web and/or communicate electronically. This system has been installed by the Company to facilitate business communications. Although each employee has an individual password to access the system, it belongs to the Company and the contents of e-mail communications are accessible at all times by Company management for any business purpose. These systems may be subject to periodic unannounced inspections and should be treated like other shared filing systems. All system passwords and encryption keys must be available to Company management and you may not use passwords that are unknown to your supervisor or install encryption programs without turning over encryption keys to your supervisor. All e-mail messages are Company records. The contents of e-mail may be disclosed within the Company without your permission. Therefore, you should not assume that messages are confidential.

Because the Company provides the electronic mail system to assist you in the performance of your job, you should use it for official Company business. Incidental and occasional personal use of e-mail and/or Internet access is permitted by the Company, but these messages and Internet utilization will be treated the same as other messages. The Company reserves the right to access and disclose as necessary all messages sent over its computer system without regard to content. Since your personal messages can be accessed by Company management without prior notice, you should not use e-mail to transmit any messages you would not want read by a third party.

As with all Company information systems, e-mail and Internet tools may not be used for any purpose that is illegal, or contrary to Company policies and/or the interests of the Company. This includes hardware, software, network and data that are Company property intended for exclusive use for Company business. The misuse of these services will constitute grounds for disciplinary action, up to and including termination. Additionally, all information and, or data transmitted by, received from or stored in these systems are the property of the Company and may be monitored at any time.

Under normal circumstances, the Company may preserve all e-mail messages on magnetic media for an indeterminate period of time from the date the message is created. Periodically, all electronic media copies of e-mail messages will be deleted. However, the Company may suspend the regular deletion of all or part of e-mail messages for an indefinite period of time without notice.

Conditions for Use:

- 1. The Company reserves the right to monitor, audit and terminate the use of any Company Internet or e-mail account.
- 2. The Company Internet and/or e-mail services will be restricted to Company employees and contractors, if authorized.
- 3. Reading, copying, modifying and/or deleting other employees' e-mail messages is prohibited, unless authorized by appropriate Company management personnel. Sending e-mail messages via another employee's account is also prohibited.
- 4. Using Company Internet or e-mail capabilities to access, store, and/or distribute any sexually explicit, discriminatory, threatening or inappropriate material; some examples of which are, but not limited to, material that contains vulgarities, obscenities, sexual comments, racial slurs, gender specific comments, sarcasm or exaggeration, or which would be a violation of the Company's non-harassment policy, is a violation of this policy and is grounds for immediate discipline, up to and including termination of employment. Company employees are also prohibited from using these systems for personal purposes such as soliciting or proselytizing for commercial ventures, religious or personal causes or outside organizations or other similar, non-job related solicitations, and are violation of this policy. Note that the Internet site identity, date/time of access and user ID are recorded with every Internet site visited through the Company system.
- 5. Employees may not download software, data or other materials via the Internet in violation of United States and international copyright laws.
- 6. Employees should use discretion when transmitting confidential business information across the Internet. Confidential business information includes, but is not limited to, Company trade secrets, product recipes, pricing, customer information, customer contracts and other similar information.
- 7. In the event that the transmission of confidential business information across the Internet is required for business purposes, management approval should first be obtained. The transmission of Company confidential information across the Internet should utilize "encryption" where appropriate, to ensure the security of this information in the Internet environment. Note that "encryption" is an optional capability that can be selectively used via the company's existing e-mail tool.

8. All employees are responsible for protecting the computer system from damage; disruption or loss. Employees who intentionally infect the computer system with a virus or who in any way intentionally, carelessly, willfully and/or maliciously damage or impede access to the computer system, programs, or data will be in violation of this policy. Employees will be financially responsible for damage or loss of company computer equipment in their possession which violates this policy.

Violation of any provision(s) of this Electronic mail and Internet Policy by Company employees will result in discipline, up to and including discharge.

Personal Injury Reporting

The Company provides at no cost to its employees, fully paid workers' compensations insurance. Company employees may perform their work throughout the continental United States. At times, there may be a possibility of conflict with respect to the application of workers compensation laws. Therefore, the state in which workers' compensation coverage will be in effect will depend upon the customer that the employee is leased to at the time of the injury. Some states require the filing of a form indicating that workers' compensation will be provided by the employer in a particular state. If any agreement is made to provide coverage in a state other than Ohio, the Company will be responsible for filing of such forms.

Each and every workers' compensation claim will be carefully reviewed for legitimacy, and any employee filing a fraudulent claim will be subject to disciplinary action up to and including termination. Personal injuries suffered on the job must be reported to your dispatcher and your Company supervisor within twenty four (24) hours of its occurrence, or sooner if conditions permit. The Company will not be responsible for injuries that occur off duty or with unauthorized use of our clients' equipment. The Company takes no responsibility for injuries that occur while cleaning our clients' equipment. The Company takes no responsibility for injures that occur while cleaning our clients' equipment at home, or transporting equipment for such cleaning.

Payroll Procedure

All Company employees will be paid on a weekly or biweekly basis, depending on contractual arrangements with our clients. You must turn in to our client all required paperwork including logs, trip reports, vehicle condition reports, equipment expenses, and fuel receipts. All paperwork must be turned in on a timely and accurate basis to avoid delays in payroll. Refer to your Compensation and Benefit Schedule for specific payroll information.

Advances

The Company does not issue personal advances to our employees. Clients may advance money as needed for approved road and/or job related expense.

Attendance Policy

Unexcused absences and/or tardiness are grounds for disciplinary actions to be taken. Please refer to the client's policy where you are assigned for specific guidelines and disciplinary measures on this policy as these will vary depending on your current client assignment.

Personal Leave of Absence

The Company may provide personal leave of absence after one (1) year of employment and depending on contractual arrangements with its clients. Employees must refer to their Compensation and Benefit Schedule. Any Company employee desiring a personal leave of absence must secure written permission from the Company prior to taking such leave not covered by FMLA leave. A personal leave of absence may be considered for emergencies or situations beyond your control. A leave will not be granted for employees desiring to try other employment. Consideration and approval of such request are at the sole discretion of the Company. If an employee desires to retain health care insurance or other fringe benefits during the leave, it will be at the employee's expense. The maximum leave of absence will be for thirty (30) days.

Group Medical Insurance

The Company may make available group medical insurance coverage depending on the contractual arrangement with its clients. For those clients where the Company has group medical insurance, it is made available to full time employees who have completed ninety (90) days of uninterrupted full time employment. The ninety (90) day waiting period begins at the first day of the month following the month in which the employee begins full time employment. Group medical insurance may be provided for all eligible dependents of regular employees in accordance with the terms and conditions established by the insurance carrier. The Company will not be responsible to place any employee on its plan if the employee fails to submit a properly completed insurance application. The Company assumes no responsibility if its insurance carrier deems to decline coverage on an employee or dependent.

Each employee's contribution to the group medical plan will be made through a weekly payroll deduction. The Company reserves the right to adjust the employee's payroll deduction to offset increases in insurance premiums. Employees transferred from one Company client to another, for any reason, will be responsible for the full cost of insurance coverage for at least ninety (90) days following the date of transfer. Payroll deductions for medical insurance may vary depending on the account to which the employee is assigned. Medical insurance premiums are to be paid one (1) month in advance of the effective coverage date. Payroll deductions for said medical premiums will start thirty (30) days in advance of effective coverage date.

Holidays

The Company may provide holiday pay to its employees, depending on contractual arrangements with its clients. You must refer to your Compensation and Benefit Schedule for specific information on whether your assignment will qualify for holiday pay, what days are scheduled holidays, and how much the pay will be. In all cases, you must be on uninterrupted full time assignment to our client for at least ninety (90) days to qualify for holiday pay. There may be situations where there will be no holiday pay, or the waiting period may exceed ninety days. In the event of a transfer to another client of the Company, the employee will once again be required to meet the established waiting time to receive holiday pay. Upon termination of employment, all holiday benefits shall immediately cease.

Vacations

The Company may provide vacation pay to its employees depending on contractual arrangements with its clients. You must refer to your Compensation and Benefits Schedule for specific information on whether your assignment will qualify you for vacation pay. You must be on assignment to our client for at least twelve (12) consecutive months, and if qualified will receive a rate of 1/52 of the previous years earning, or an alternate method that is detailed in the Compensation and Benefit Schedule.

Employees desiring vacation time must obtain approval from a Company supervisor prior to taking vacation time. The Company reserves the right to eliminate or reduce vacation benefits if management deems that the employee does not meet the eligibility requirements necessary to receive vacation time. Vacation times cannot be carried over from year to year and must be taken in the current year or such vacation time will be forfeited. Upon termination of employment, all vacation benefits shall immediately cease and any unused vacation time is forfeited.

Transfers

The Company reserves the right to transfer its employees to another Company client depending on the needs of the Company or its clients. The Company does not assign its employees to a specific client and we never promise assignment to a client, and we never promise assignment for a specific length of time. Any employee that is removed from assignment to a client, whether voluntary or involuntary, is required to notify the Company immediately. If reassignment to another client is the desire of the Company or its employee, the employee must be available for work within twenty-four (24) hours of removal from the original assignment. An involuntary transfer will not affect eligibility for paid medical insurance, holidays, vacation and other fringe benefits. Please refer to your Compensation and Benefit schedule, or consult with a Company supervisor for further information.

Harassment

The Company is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, we will not tolerate harassment of the Company's employees by anyone, including any supervisor, co-worker, vendor, or customer of the Company, regardless of whether such harassment occurs during working hours.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as sex, color, race, ancestry, religion, national origin, age, handicap/disability, veteran status, citizenship status, or other protected group status. The Company will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.

Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitutes sexual harassment when: (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as a basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender specific traits, foul or obscene language or gestures, displays foul or obscene printed or visual material, and physical contact such as patting, pinching or brushing against another's body.

All employees are responsible for helping to maintain a harassment free environment. If you feel that you have experienced or witnessed harassment, you should inform your supervisor of the situation.

If your supervisor is the harasser or you feel uncomfortable talking to your supervisor, inform another supervisor you feel comfortable with or inform the office manager or plant manager, or an officer of the Company. The Company cannot deal effectively with harassment until it is informed. Employees are assured that there will be no retaliation against anyone who submits a truthful complaint or participates in an investigation regarding a complaint.

The Company's policy is to investigate all such complaints thoroughly and promptly. To the fullest extent practicable, the Company will keep complaints and the terms of its resolution confidential. The Company will review its findings with the complaining party at the conclusion of the investigation. If the investigation confirms that harassment has occurred, the Company will take appropriate corrective action, up to and including immediate termination of employment, as is appropriate. If the validity of the complaint cannot be determined, immediate and appropriate action will be taken to assure that all parties are reacquainted with this anti-harassment policy to avoid harassment in the future.

Notice of Termination

If you resign or otherwise terminate your employment at any time, you must furnish at least two (2) weeks written notice.

Family Medical Leave

All full-time employees who have completed one (1) full year of continuous employment and have worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period are eligible for FMLA provided there are 50 or more employees employed within 75 miles of the work site. FMLA leave is to be used in cases within twelve (12) months of where a child is born to the employee or placed with the employee for adoption or foster care beginning with the date of such birth or placement and for purposes of caring for the child. It may also be used in cases where the individual has a serious health condition (i.e., an illness, injury, impairment or physical or mental condition which involves in-patient care or continuing treatment by a health care provider) and which renders the employee unable to perform the functions of her or his job. In addition, Family Leave is possible where the employee must care for a spouse, child, or parent who suffers from a serious health condition.

The maximum period of leave is up to twelve (12) weeks in any twelve (12) month period. To determine the twelve-month period in which the 12 weeks of leave entitlement occurs for family or medical leave purposes, the Company elects to use a "rolling" twelve-month period measured backward from the date an employee uses any FMLA leave.

The Company requires that employees who have been with the Company for at least one (1) full year first utilize all available paid leave which will be counted against the twelve (12) week FMLA Leave period and which will not extend the FMLA Leave period Where leave is foreseeable, we ask that the employee provide the Company with at least thirty (30) days' notice of the beginning of the leave.

Likewise, if medical leave if foreseeable based upon planned medical treatment, we request that the employee make a reasonable effort to schedule the treatment (subject to the approval of his or her doctor) so as not to disrupt unduly the Company operations, and shall also provide at least thirty (30) days' notice of the leave, if possible. The failure to provide a 30-day notice, if foreseeable, may result in a delay of the leave.

If the leave taken is medical, verification of the leave by the health care provider shall be required. The verification shall state:

- (1) The date in which the health condition commenced;
- (2) The probable duration of the condition;
- (3) The appropriate medical facts within the knowledge of the health care provider regarding their condition.
- (4) If the purpose of the leave is to care for a family member with a serious health condition (i.e. spouse, child, parent), a statement that the employee is needed to care for the family member and an estimate of the amount of time that is needed for the employee to care for the family member; and
- (5) If the leave is due to the serious health condition of the employee, a statement that the employee is unable to perform the essential functions of the employee's position.

The verification shall be provided on a health care provider form, which may be obtained from the "Company Benefits Department". We request that you complete the verification in advance if possible.

If the leave requested is for the birth or placement of a child for adoption or foster care, you must provide satisfactory documentation of the birth or placement. Intermittent leave normally will not be permitted unless the parent or child suffers from a serious medical condition.

If there is reason to doubt the validity of the health care provider's verification, the Company reserves the right to have the employee examined by a physician of its choice. If the second opinion conflicts with that provided by the employee's provider, the Company reserves the right to obtain a third opinion by a health care provider jointly designated and approved by the Company and the employee.

Additional certifications and notices may be required during your leave and at the time you return to work. Failure to provide requested certifications within fifteen (15) days, if doing so is practical, may result in delay of further leave until they are provided.

During a FMLA leave of absence, the Company will continue to pay its portion of the health insurance premiums and the employee must continue to pay his/her share of the premiums or dependent coverage charges, if applicable. This amount shall include the employee's share of any increases which may occur while he or she is on leave. If paid leave is substituted for unpaid FMLA Leave, the Company will deduct the employee's share of the premium as a regular payroll deduction. If the FMLA Leave is unpaid, the employee must pay his/her share of the premium by submitting payment each month to 190 Highland Drive, Medina, Ohio 44256, made payable to Premium Transportation Staffing, Inc. Loss of coverage will result if an employee's premium payment is more than 30 days late.

During the leave, the employee shall not accrue employment benefits, such as vacation pay, sick pay, pension, ESOP, bonus, etc. Employment benefits accrued (if any) by the employee up to the day on which the leave of absence begins will not be lost and eligibility for any additional benefits shall be determined at the time of reinstatement in accordance with the benefit plan or policy of the Company. Applications for FMLA leave of absence must be submitted in writing whenever possible.

Eligible employees will generally be reinstated at the expiration of the FMLA leave to the same or an equivalent position with equivalent pay and benefits. However, if changes in our business occurred during an employee's leave and the employee would have been laid off or reassigned had the employee been on active status, the employee is not guaranteed reinstatement.

Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave, the Company temporarily may transfer you to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits.

If you have been on a leave because of your own medical condition, you must provide a fitness for duty certification before resuming work. The fitness for duty certification shall be completed by a health care provider and shall state that you are able to return to work and perform your duties. You must provide the certification to your supervisor on or before the date on which you are to return to work. Failure to provide the certification before or upon your return will preclude you from being able to work.

Employees on FMLA leave are required to notify their supervisor every three (3) weeks as to their status and intention to return to work.

If circumstances change during your leave and you desire to return to work early, we will attempt to accommodate you provided advance notice is given.

MILITARY FMLA

(Uniformed Services Employment and Reemployment Rights Act)

Eligible Employees are entitled to up to 12 weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. Certification will be required to take FMLA leave for active duty.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty while on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. This military caregiver leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

Leaves of Absence (Employer has FMLA but employee is not eligible)

Full time employees who have completed the introductory period but who are not yet eligible for FMLA leave may be considered for a maximum leave of absence of ninety (90) days. Requests for a leave of absence must be made to your supervisor, in writing, thirty days before the first day of the absence requested. If this is not possible, you must at least give notice to your supervisor as soon as practicable (within two business days of learning of your need for leave). Failure to provide such notice may be grounds for delay of leave.

Leave of absence is unpaid. As with FMLA leave, vacation, sick days and personal days must be taken concurrently with the leave of absence.

A leave of absence can be taken for legitimate reasons. If you are requesting leave because of your own or a covered relation's serious health condition, you and the health care provider must supply appropriate medical certification and you must contact your supervisor on the first and third Tuesday of each month regarding the status of the condition and your intention to return to work.

You must give notice as soon as practicable (within two business days if feasible) if the dates of leave change, are extended or initially were unknown.

If you take leave because of your own serious health condition, you are required to provide medical certification that you are fit to resume work, with or without reasonable accommodation.

Female employees needing leave for pregnancy, childbirth or related medical conditions are eligible for a reasonable amount of leave upon hire. Conditions applicable to the leave and return to employment shall be in accordance with this leave of absence policy. Pregnancy/maternity leave shall be available without regard to FMLA eligibility; however, if the employee is eligible for FMLA leave, any pregnancy/maternity leave shall run concurrently with FMLA leave.

Substance Abuse Policy

It is the Company's policy to prohibit the use, sale, dispensing, possession, or manufacture of illegal drugs, narcotics, or alcoholic beverages, or the illicit use of legal drugs (e.g. prescriptions) on the Company work site or while engaged in Company activities or to report to work with measurable levels of alcohol or illegal substances in your body. Use of legal or prescription drugs may require medical authorization and notice to Company's management if such use affects your ability to perform your job with or without reasonable accommodation.

Any illegal substances found on Company property may be turned over to appropriate law enforcement agencies and may result in criminal prosecution.

The Following definitions have been adopted for the purposes of this policy. In all cases, "discipline" will be defined to include the phrase "up to and including immediate termination."

- 1. No employee will report to work exhibiting manifestations of "impairment" by consumption of any substance. Impairment includes, but is not limited to, affection of motor senses (i.e., sight, hearing, balance, reaction, and reflex) or judgment.
- 2. "Work site" means any office, building, property (including parking lots owned or operated by the Company or its customers and Company or customer owned or leased motor vehicles), or any location at which any employee is to perform work for the Company.

- 3. Any employee unavailable for work due to detainment by a law enforcement agency on drug or alcohol related charges may be disciplined.
- 4. Substance screening of employees will be performed when determined by the Company under the following guidelines:
 - a. Any employee involved in a job-related accident or incident requiring immediate medical attention, or performance of an unsafe act which did or could have resulted in injury to person or property damage.
 - b. In cases in which an employee is acting in an abnormal manner and the Company has "reasonable cause" to believe that the employee is impaired because of controlled substances, illegal drugs and/or alcohol.
- 5. A refusal to provide the requested specimen(s) will constitute a presumption of impairment and the employee may be disciplined. The employee will be encouraged to undergo rehabilitation. The employee will not be permitted to return to work until they are free from effects of illegal drugs or alcohol as verified by a drug and/or alcohol screen. Any subsequent violation, at any time thereafter, including refusal to provide the requested specimen(s), will result in discipline.
- 6. Employees whose samples indicate the use of an adulterant or the ingestion of compounds which have the purpose or effect of making the detection of illegal drug or alcohol use unreliable or impossible will constitute a presumption of impairment and the employee may be disciplined. The employee will be encouraged to undergo rehabilitation. The employee will not be permitted to return to work until they are free from the effects of illegal drugs or alcohol as verified buy a drug and/or alcohol screen and whose tests are free from adulterants. Any subsequent violation, at any time thereafter, including the refusal to provide the requested specimen(s) or the detection of adulterants will result in discipline.
 - a. Prior to being tested in any of the above circumstances, the employee will be asked to sign a release form, consenting to the testing and also specifying any prescribed or non-prescribed medication or other substances being taken which may affect the test. Any employee refusing or failing to cooperate in signing the consent and release form shall constitute a presumption of impairment and the employee may be disciplined.
- 7. To determine compliance with this policy, employees are subject to inspections as described below. Refusal to submit to such an inspection will be treated as an act of insubordination, and may result in discipline.
 - a. An employee's locker, closet, work area, desk, files, Company vehicle, or similar area is subject to inspection at any time on a random or other non-

- discriminatory basis, without cause, for purposes of this policy or at any time upon reasonable evidence to suspect a violation of this policy.
- b. An employee's wallet, purse, outer clothing, thermos, private vehicle, lunch box, and similar personal containers are subject to inspection upon reasonable evidence to suspect a violation of this policy.
- 8. The result of any substance testing will be considered a medical record and will be considered confidential information.
- 9. The following procedure will be followed when a positive substance screen is received or if there is a presumption of impairment as defined in the policy:
 - a. An employee performing a job that is classified as "safety sensitive" (such as driving a commercial vehicle) will be immediately terminated. An employee not performing a job classified as "safety sensitive" may be disciplined.
 - b. If the Company determines that termination is not warranted, in addition to other discipline, the employee shall be counseled to seek appropriate treatment. If treatment is refused, the employee shall be disciplined.
 - c. Employees who drive trucks, lift trucks, Company provided vehicles or are employed in other safety sensitive positions may be tested on a random basis.
 - d. The Company will supply a list of possible sources for counseling or treatment. Use of the list is not mandatory. Any qualified, licensed treatment center or physician will be accepted.
 - e. Employees who agree to participate in an approved rehabilitation program shall sign the appropriate forms in order that the health care providers or counselors provide the Company with progress reports regarding their participation in and compliance with all courses of prescribed treatment. Failure to provide such documentation and/or failure to adhere to the prescribed treatment shall result in discharge. Successful completion of the rehabilitation program does not guarantee continued employment with the Company.
 - f. In order to maintain regular employment status during treatment, the employee will be required to sign a statement that treatment will be obtained and a program successfully completed. All information received from the treating counselor or physician will be kept confidential. Failure to agree to the terms of the signed document shall result in discipline.
 - g. If prescribed treatment requires in-patient care and counseling, a medical

leave will be granted, the length to be determined by the prescribed treatment.

- h. The employee will not be permitted to return to work until they are free from the effects of illegal drugs or alcohol as verified by a drug and/or alcohol screen. Such tests will be arranged by the Company and paid by the Company. Employees who return to work following completion of a rehabilitation program will be subject to random drug and/or alcohol testing upon returning to work for a period of twelve (12) months. A confirmed positive drug and/or alcohol test at any time thereafter or a refusal to provide the requested specimen(s) shall result in disciplinary action up to and including discharge.
- 10. Should an employee choose to come forward about a substance abuse problem with the intent of seeking counseling or treatment, the employee will be given the same consideration and help as described above. The employee must understand, however, that successful completion of a program will be required once the Company becomes aware of the problem. Failure to successfully complete a program will be grounds for discipline as stated above.

Conclusion

The Company has developed this Employee Handbook for the benefit of its employees and its clients. The Company and its clients are service oriented companies and are dedicated to providing the highest quality services to their respective customers. The Company strives to protect the health and safety of all employees and to the public in general.

The language used in this Handbook is not intended to create, nor should it be construed to constitute, an express or implied contract of employment between the Company and any of its employees. All employees are employed "at will," meaning that any employee or the Company may terminate the employment relationship at any time, with or without cause.

Employee Acknowledgement of Receipt of Employment Handbook

I have received, read and understand this employee handbook. I have also asked for an explanation from my Supervisor as to any parts I did not understand. I understand that the contents of this Handbook are presented as a matter of information only and that the information contained in this Handbook does not constitute a condition of employment and that the information contained in this handbook does not constitute a guarantee of employment for any specific period of time. The Company reserves the right to modify, revoke, suspend, terminate or change all information contained in this Handbook in whole or in part, at any time, with or without notice to me. I recognize that the language used in this Handbook is not intended to create nor is it to be construed to constitute an express or implied contract of employment between the Company and I also understand that the employment between the myself or any other employee. Company and me may be terminated at any time, with or without cause, regardless of the time and manner of wages and salary, be terminated either by myself or by the Company at any time, with or without cause, unless the employment arrangement is modified by a written agreement signed by both me and the CEO or President. Further, I acknowledge that I do not rely and have not relied on any representation or statement made by the Company or any of its agents or representatives, whether oral or otherwise, that are inconsistent with or differ in any way from the statements presented in this Handbook. I also understand that no representative of the Company, other than the CEO or President, has any authority to enter into any agreement of employment with any employee for any specified period of time, or to make any agreement contrary to the foregoing. contents of this Handbook may change at any time as experience indicates that changes are necessary. This Handbook replaces and supersedes all previous handbooks, booklets, or understandings that may have existed prior to my receipt and acknowledgement of this Handbook.

Employee Signature	Company Representative Signature
Date	Date