

AKA Enterprises, Inc

AKA Enterprises, Inc. is operating as a FedEx® Ground Contractor within the rules bound to us by FedEx® Ground. Our Mission Statement is to be the best contractor that Ground has. We want to meet AND exceed all the expectations that are required by our contact agreement with Ground.

I understand and fully agree with all the rules and regulations of AKA Enterprises, Inc.

Signature

Date

Employee Copy

Rules and Regulations

1. Paydays are Fridays. Checks will be directly deposited into your bank account Friday morning. If you choose to not use direct deposit, your check will be mailed out Thursday night.

2. Employees should pick up their trucks and be on their route no later than a target time of 8:30 AM. We know sometimes the trucks are still being loaded late, but there are customers depending on their deliveries, so be on time.

3. Clean uniforms are required. Please make sure you are wearing proper FedEx® Ground attire at all times. If you need additional uniforms, please ask Levi.

4. Cell phone usage will be limited to work related calls only. If you need to take a personal call, please make sure you are in your truck, not driving, and not talking during a customer pickup or delivery. ** See cell phone usage sheet.

5. BE PROFESSIONAL at all times. This includes language spoken at the customer's places of business as well as in the terminal with other drivers.

6. Bonuses will be paid weekly. Bonuses will be paid on performance, safety and attendance. This means NO ACCIDENTS, NO LATE PICKUPS and NO COMPLAINTS. An accident will result in a lost bonus for up to 12 weeks, depending on the seriousness of the accident. This will be at the discretion of the managers and owner, Aaron Brown.

7. To report in sick for a day, you must call and speak to a manager. Text messaging is unacceptable.

8. Blackout days for Christmas are the week of Thanksgiving through January 2. This means NO vacation taken during that time.

9. We need 2 weeks' notice to take vacation days. We are a small company with a limited number of employees and cannot cover multiple vacations at one time. Vacation policy is: 1 week (40 hours) after the first year of employment, accrued on your anniversary date. After 2 years employment, 40 hours vacation accrued on your anniversary date, and an additional 40 hours accrued on the following January 1st. On the 3rd year of employment until 5 years, vacation will be accrued on January 1st for 80 hours. From 5 to 9 years employment, 120 hours accrued on January 1st. Over 10 years employment, 160 hours maximum, accrued on January 1st. Vacation time needs to be used every year and not saved, if you cannot use your vacation time, please see a manager and we will work something out.

10. We need your DOT physical cards on file, as well as any Driver's Licenses updates, address changes, etc.

11. If you are quitting or have been fired, we will need your uniforms returned to receive your last check. If you have accumulated vacation days, they will be paid on your last check.

12. If you have a personal injury on the job, it needs to be reported to your manager no later than 4 hours of the injury, and then followed up by an email or text, so that we will have something written on record. Our Workman's Compensation Policy can deny your claim, for late reporting, if we have no written record of an injury. Also, a Workman's Compensation Claim needs to be filed within 30 days of the injury. When you go to the doctor for the work comp injury, a manager needs to be notified, so that we can get the workman's comp claim number to the Doctor's Office/Urgent Care Office/Hospital. A drug/alcohol test may be required during the doctor's office visit.

13. 401k enrollment is in January and July. You will be eligible for the 401k program after 1 year's employment with AKA Enterprises, Inc, with the sign up period of either January or July following the completion of one year's employment. The company match is 4% of your contribution. Our 401k program is managed by Mutual of Omaha.

14. Our health benefits program is managed by Realm Health. You will be eligible to sign up for benefits, after 60 days employment. AKA Enterprises, Inc. pays \$100.00 per month, towards your premium with Realm Health.

15. Pay Structure as follows:

Straight Truck Drivers

0 – 16 weeks, \$150 per full day salary, probationary time period.

6 – 12 weeks, Add \$10 daily bonus. Must comply will all job rules and regulations to receive daily bonus.

After 12 weeks, \$160 per full day salary.

After 24 weeks, a raise will be evaluated on route performance and route structure.

Step Van Drivers

0 – 6 weeks, \$140 per full day salary, probationary time period.

6-12 weeks, Add \$10 daily bonus. Must comply with all job rules and regulations to receive daily bonus.

After 12 weeks, \$150 per day salary, plus commission rates could apply.

Commission rates apply once you have completed more stops and packages than your weekly salary allows. The numbers are calculated for the whole week, not just per day.

Starting commission rates:

\$.06 per Package.

\$1.15 per Business/Pickup Stops

\$.85 per Residential Stop.

** Example of daily salary: If you only work a half day, your salary per day would be cut in half. \$140 per day would be \$70 per ½ day.

Driver Eligibility Requirements

These are the minimum requirements for all drivers:

1. No record of conviction for a felony.
2. A minimum age of 21 years.
3. A minimum of twelve months experience (within the past three years) as a driver of commercial motor vehicles similar to the type of equipment to be utilized by the driver, or successful completions of a FedEx® Ground-approved driver training course.
4. Possession of a valid commercial driver's license or the type of vehicles to be operated, issued by the resident state of the driver.
5. No record of a driver's license suspension or revocation for more than 30 days, during the 36 consecutive months prior to the date of engagement. The suspension or revocation must be the direct result of the conviction while operating a motor vehicle. Suspensions for failure to appear (FTA), failure to meet financial responsibility laws, or non-moving convictions (NMVC) are excluded.
6. No record of citation or conviction for the violations listed below during the 36 months prior to the date of engagement:

- Driving while under the influence of alcohol or drugs
 - Refusal to submit to a test of intoxication or impairment requested by a police officer or FedEx® Ground
 - Operating a motor vehicle which contains alcoholic beverages in open containers contrary to law
 - Being charged with homicide resulting from the unlawful or negligent operation of a motor vehicle
 - Operating a motor vehicle while the driver's license was suspended, cancelled or expired
 - Failing to stop or remain, at the scene of an accident
 - Driving a motor vehicle in a speed exhibition, contest or drag race
 - Use of a motor vehicle in the commission of a felony
 - Dangerous or careless operation of a motor vehicle, whether causing harm to another person or not
 - Operating a motor vehicle without the permission of the owner
 - Fleeing or attempting to flee a police officer
7. No record of involvement in an at-fault traffic accident resulting in a person's death, or bodily injury.
 8. No record of involvement in more than two at-fault traffic accidents and two moving violations in any vehicle in the 36 consecutive months prior to the date of engagement.
 9. No record of involvement in more than one at-fault traffic accident and three moving violations in any vehicle in the 36 months prior to the date of engagement.
 10. No record of conviction for more than four motor vehicle moving violations in any vehicle in the 36 months prior to the date of engagement.
 11. Completion of a suitable contractor/driver information sheet.
 12. A history of safe commercial driving experience and satisfactory work history.
 13. Evidence of a valid commercial driver's license.
 14. A current and satisfactory motor vehicle record abstract.
 15. Successful completion (pass) of a drug screen administered at such time and place and in such manner as determined by FedEx® Ground.
 16. Successful completion of a thorough physical examination confirming physical fitness to operate a commercial motor vehicle. The physical examination must be completed by a qualified physician approved by FedEx® Ground.

17. No record of positive results in any drug or alcohol test. Successful completion of a written examination pertaining to commercial vehicle safety. The examination is to be scored and must show evidence that instruction was given to provide accurate information on incorrect responses.
18. Successful completion of a well-designed road driving skill test, which meets the minimum commercial driver's license standards.

FedEx Ground Driver Safety Standards

The following acts or omissions by a driver are prohibited:

1. Driving while under the influence of alcohol or drugs.
2. Refusing to submit to a drug or alcohol test requested by a law enforcement officer or FedEx® Ground.
3. Operating a motor vehicle which contains alcoholic beverages, or a controlled substance contrary to law.
4. Being charged with homicide resulting from the unlawful or negligent operations of a motor vehicle.
5. Operating a motor vehicle while the driver's license has been suspended, cancelled or has expired.
6. Failing to stop, or remain, at the scene of an accident.
7. Driving a motor vehicle in a non-sanctioned speed exhibition, contest or drag race.
8. Using a motor vehicle in a commission of a felony.
9. Dangerously or carelessly operating a commercial motor vehicle (such as speeding at 80 m.p.h. or more; or more than one incident of speeding at 15 m.p.h. or more, over the posted speed limit), whether causing harm to another person or not.
10. Operating a motor vehicle without the permission of the owner.
11. Fleeing or attempting to flee from a police offer.
12. Causing an at-fault traffic accident resulting in a person's death, or bodily injury/property damage in excess of \$100,000 (based on reserve at the time of the accident).
13. Causing more than two at-fault accidents in any vehicle in any 12 consecutive months, or more than five at-fault accidents in any vehicle in any 36 consecutive month's period. Any accident involving less than \$1,500 in property damage is exempt from the five accident rule.

14. Committing more than two motor vehicle moving violations in a commercial vehicle, or more than three motor vehicle moving violations in any vehicle, in any 12 consecutive month's period.
15. Committing more than five motor vehicle moving violations in any vehicle in any 36 consecutive month's period.
16. Negligently or knowingly failing systematically to inspect, repair, maintain or otherwise ensure the leased equipment is at all times in safe operating condition.
17. Carrying passengers not authorized by FedEx® Ground while on FedEx® Ground's business.
- 18. Failing to report an accident as soon as possible.**
19. Falsifying any safety-related report or document such as an annual motor vehicle record report.
20. Failing to complete or refusing to undergo a thorough physical examination confirming physical fitness to operate a commercial motor vehicle at least every two years and following any physical or mental impairment from injury or disease. Such physical examination must be completed by a qualified physician approved by FedEx® Ground.
21. Failing to pass or submit to a drug screen administered at such time and place and in such matter as determined by FedEx® Ground.
- 22. Failing to report promptly any incident resulting in properly damage and any incident or accident involving any pedestrian or occupant of any type of vehicle, whether or not the incident or accident appears to have resulted in personal injury, regardless of who appears to be at fault.**
23. Failing to forward immediately to FedEx® Ground every demand, notice or summons or other legal process received that involved a claim, suit or other legal process received that involved a claim, suit or other legal proceeding arising from or in any way related to any matter encompassed within the provisions of this Safe Driving Program.
24. Failing to cooperate fully with FedEx® Ground in the conduct of any legal action, regulatory hearing or other similar process arising from or in any way related to any matter encompassed within the provisions of this Safe Driving Program. Such cooperation includes, without limitation, attendance at hearings trials, meetings, etc.; the securing of evidence; and, obtaining the attendance of witnesses.

NOTE: With respect to any of the acts or omissions above specified that would constitute an offense at law, and which, if the driver were found guilty would result in disqualification, FedEx® Ground in its sole discretion based upon reasonable inquiry, may make a preliminary determination of the probability that the driver is guilty of the offense whether charged or not. In such ever, FedEx®

Ground may suspend the driver for up to 15 days pending the filing of charges against such driver. If such charges are filed, such suspension shall continue until a final determination by a court, and will become permanent, unless the driver is found not guilty of the offense in issue.