**Associate Benefits**

Our company has developed a comprehensive set of associate benefit programs to supplement our associates' regular wages. Our benefits represent a hidden value of additional income to our associates.

This Associate Handbook describes the current benefit plans maintained by the company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The company reserves the right to modify its benefits at any time. We will keep you informed of any changes.

**Holidays** (See Driver’s Manual, Section 4, page 3)

Our company normally observes the following holidays during the year; however, Garner is a 24/7 operation and as a result, it is **NOT** guaranteed that you will actually have the holiday off. It is only guaranteed that you will be paid for the holiday, if eligible:

1. New Year’s Day
2. Memorial Day
3. Fourth of July
4. Labor Day
5. Thanksgiving Day
6. Christmas Day
7. Associate’s Birthday:
	1. Must request day off at a minimum of two (2) weeks in advance, but request **DOES NOT** guarantee approval.
	2. Over-the-road Drivers & Shop Associates
		1. Must use within their birth month.
		2. Birthday will reset each year, on the first of the applicable birth month.
		3. If not used by the end of the associate’s birth month, the unused birthday will be paid out accordingly.
	3. 4 on / 4 off Drivers
		1. Birthday will only be paid out
		2. Birthday will reset each year, on the first of the applicable birth month.
	4. Support Staff (Office Associates)
		1. Must use within the calendar year, as applicable.
		2. Birthday will reset the first of each year.
		3. If not used by the end of the year, unused birthday will be paid out accordingly.
8. If one of the above holidays falls on a weekend, it will be scheduled in accordance with the needs of the company.
9. Full-time associates are eligible for paid holidays after completing their introductory period (90 day introductory period). Eligibility **DOES NOT** guarantee that you will have the day off. Eligibility only guarantees that you will be paid for the holiday.
10. Exempt associates will receive holiday pay in compliance with state and federal wage and hour laws.
11. Non-exempt associates must work their scheduled workday before and after the holiday in order to be paid for the holiday, unless they are absent with prior permission from their supervisor.

**Requesting Time Off** (See Driver’s Manual, Section 3, page 8 & Section 4, page 4)

* Associates may request time off on the web site for Paycor: www.paycor.com. Once signed into the employee’s personal information page of the web site, go to the tab marked *Time & Attendance*, select *Employee Self Service*. On the left hand side of the screen, you may select *Request Full Day, Partial Day or Consecutive Days.* Once you make the selection, you will be on the *Enter Time Off Screen.* In this screen, you need to select date or multiple dates, the amount of time will automatically populate 8 hours, but you need to insure you put the correct number of hours requesting (i.e. two full days off equals 16 hours). Then you need to select the type of time requesting (i.e. vacation, unpaid time off, birthday, etc.). You may also put notes into the time off request (i.e. doctor appointment or need to be off in a.m., but can begin work at noon, etc.). Once finished filling in the boxes, at the bottom of the page, hit *Okay.* Once you hit Okay, your request will go to your supervisor for them to approve and/or disapprove. NOTE: For requests involving more than one pay week (Saturday through Friday) you must complete additional and separate requests.

A request for time off **DOES NOT** guarantee approval. Operational requirements will be taken into account when granting or denying days off.

* **Checking Status of Time Off Request**: In the same screen as above, you will also see several other tabs that will provide information concerning time off as follows:
	+ *Activity* tab notes times you accessed system and the time off requests that you have submitted. It also shows if requests are approved or denied.
	+ *Time Card* tab is only applicable if you have to clock in and out.
	+ *Schedules* tab is only applicable if you are on a specific schedule; and it allows you to see what hours you will be working or not.
	+ *Personal* tab just notes personal information such as hire date and employee number.
	+ *Benefits* tab displays how much available time you have to use (i.e. 40 hours vacation, 8 birthday, etc.).
	+ *Archives* tab provides a history of certain information such as when and time logged in, benefit balances, etc.
	+ *Leave Request* tab displays all the leave requests you have submitted and their status.

**Personal Emergencies and Other Absences** (See Driver’s Manual, Section 4, page 4)

In cases of emergency, contact your immediate supervisor or driver manager as soon as possible for advice on how to proceed.

**Remember, lack of planning, does not necessarily constitute an emergency!**

 **Sickness/illness:** If you become ill and are unable to work as scheduled, you must contact your **immediate supervisor** one (1) hour before your scheduled shift is due to begin (i.e. if you are expected to be to work at 8:00 a.m., you must call/contact your immediate supervisor at 7:00 a.m.).

 **Injury:** If you are injured while at home and/or off work and are unable to work as scheduled, you need contact your **immediate supervisor** prior to the start of your scheduled shift, but as soon as humanly possible. All work-related injuries MUST be reported to the Risk Management Department immediately (i.e. at the time of the actual incident regardless of whether or not you need to seek medical attention).

 **Reporting Absence(s):** Any time you need to call off work for illness, injury, or other personal emergencies, you **MUST** contact your **immediate supervisor** directly. Calling and/or emailing the office is insufficient. Your direct/immediate line supervisor MUST be informed of your pending absence.

 Human Resources (HR) should also be made aware of your absence(s). Additional paperwork may need to be completed for benefits such as FMLA or short term disability. In addition, a medical return to work notice may need to be submitted to HR prior to you being able/allowed to return to duty (i.e. if absent for three (3) days or if you are ordered off work by a doctor, dentist, etc. or visited an emergency room for treatment).

**Personal Time** (PER)\*

1. All full-time associates are allowed 24 hours of Personal Time per year.
	1. Support Staff (Office Associates): 24 hours of Paid Personal Time
	2. OTR Drivers & Shop Associates: 24 hours of Unpaid *Time*
	3. 4/4 Drivers: Must schedule all appointments etc. on days off
	4. 4/4 Drivers: Not eligible for paid or unpaid personal time
2. Personal Time can be used for illness, funeral and bereavement, medical, dental, and vision appointments, or other personal business, as applicable.
3. Personal Time may be used in whole day (8 hours) increments or in hours, half hour, and 15 minute increments. Anything more or less than those increments will be rounded accordingly.
4. Personal Time should not be used in conjunction with a holiday or vacation unless the Personal Time will be used for personal business as noted above or if there is a scheduled closure (i.e. Day after Thanksgiving etc.).
5. Personal Time cannot be carried over to the following year; and any unused Paid Personal Time will not be paid out.
6. Personal Time balances will reset the first of each year.
7. Appointments and other personal business should be scheduled at least two (2) weeks in advanced, using the Paycor website at www.paycor.com. You must note reason for Personal Time in the Description and Comments Section. Failure to note reason for Personal Time could result in declination of your request. Your Supervisor must approve all Personal Time. Personal Time must be noted on your payroll envelope and/or timecard as applicable.
8. In cases of emergency, such as illness or funeral/bereavement, Personal Time may be requested without notice, and will be reviewed and approved on a case-by-case basis.
9. A medical slip must be provided:
	1. For each day absent, after all personal time has been used, prior to you returning to work.
	2. If you are off work for three (3) or more consecutive working days.
	3. If you are ordered off duty by a medical doctor, dentist, eye doctor, chiropractor, etc. regardless of the number of days off.
	4. If you call off work due to medical emergency.
	5. If you are injured and/or prescribed a new medication.

**Vacation** (PTO)\*\*

Garner Transportation Group’s vacation policy is as follows and is applicable to all associates.

Full-time associates are eligible for paid vacation time after one year without a lapse in employment.

Vacation is calculated according to your anniversary date as follows:

|  |  |
| --- | --- |
| ***Years of Service*** | ***Weeks/Days/Hours of Vacation*** |
| 1 to 2 | 1 Week/ 5 Days/ 40 Hours |
| 3 to 7 | 2 Weeks/ 10 Days/ 80 Hours |
| 8 to 11 | 3 Weeks/ 15 Days/ 120 Hours |
| 12+ | 4 Weeks/ 20 Days/ 160 Hours |

(Drivers refer to Driver Manual Section 4, page 3 for vacation pay rates, as applicable)

Submit vacation requests using the secure on-line time and attendance system at least two (2) weeks in advance to your supervisor. Vacation requests are granted, taking into account operating requirements. Requesting time off **DOES NOT** guarantee it will be approved. Length of employment may determine priority in scheduling vacation times. In cases of emergency, day(s) may be requested without notice, and will be reviewed and approved on a case-by-case basis.

* Must use at least one (1) week of accrued vacation time.
* Vacations should be taken in weekly increments if at all possible.
* Requests for less than half days will not be granted.
* Vacation cannot be carried over to the following year.
* Any unused vacation time will be paid out at the end of the anniversary year in which the vacation was earned.
* If requests for vacation are over a holiday week, you will be paid for the number of vacation days requested and the holiday, if applicable.
* **4 On 4 Off Drivers** are eligible for one (1) week of vacation after a year of full-time employment and without a lapse in employment. In addition, 4/4 drivers can only ever earn one (1) week of vacation regardless of their years of service.
* **Dedicated shuttle drivers** should use and/or plan vacation during shutdown(s). If no vacation is available to use during shut down, dedicated shuttle driver may

choose to go over-the-road for the shutdown or stay at home without pay during the applicable time period.

* Eligible associates who provide at least two (2) weeks advance notice of their resignation will be paid for accrued but unused vacation, unless state law dictates otherwise. If employee does not give advance notice of resignation, the employee will not be paid for accrued but unused vacation time upon termination.

 \*PER = Personal Time, paid or unpaid, as applicable

\*\*PTO = Paid Time Off, vacation etc., as applicable

**Jury Duty**

Associates summoned for jury duty are granted an unpaid leave in order to serve.

Exempt associates may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with the Human Resource Manager as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

**Voting Leave**

Our company believes that every associate should have the opportunity to vote in any state or federal election, general primary or special primary. Associates will be granted a reasonable amount of unpaid time off in order to vote. We reserve the right to select the hours you are excused to vote.

Exempt and salaried associates will be provided time off with pay as required by state law.

Notify the Human Resource Manager of the need for voting leave as soon as possible. When you return from voting leave, you must present a voter’s receipt to the Human Resource Manager as soon as possible.

**Military Leave**

Associates who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt associates may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued vacation may be used for this leave if the associate chooses. Military orders should be presented to the Human Resources Manager and arrangements for leave made as early as possible before departure. Associates are required to give advance notice of their service obligations to the company unless military necessity makes this impossible. You must notify the Human Resource Manager of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from the Human Resource Manager.

**Volunteer Firefighter / EMS Leave**

An associate who serves as a volunteer firefighter or provider of emergency medical services is permitted unpaid leave when they are absent or late to work in order to respond to an emergency prior to their scheduled shift.

The associate must provide written notification to the company no later than 30 days after being certified as a volunteer firefighter or volunteer emergency services provider.

The associate must make every effort to notify the company that (s)he may be late or absent from work due to being dispatched to an emergency. If notification is not possible, the associate must provide the company with a written explanation of the absence due to emergency from the chief of the volunteer fire department or director of the EMS services.

Exempt associates may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

**Witness Leave**

Associates are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law. We ask that you notify the Human Resource Manager of the need to take witness leave as far in advance as is possible.

Exempt associates may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

**Bereavement Leave**

Full-time associates who have completed their introductory period are eligible for three unpaid days for the death of an immediate family member, as applicable. Office staff must use their paid personal time first, if applicable.

Members of the immediate family include spouses, domestic partners, parents, brothers, sisters, children, children of domestic partners, grandchildren, grandparents, parents-in-law and parents of domestic partners.

Requests for bereavement leave should be made to the Human Resource Manager as soon as possible.

**Leave of Absence**

Under special circumstances, full-time associates who have completed their introductory period may be granted a leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the Human Resource Manager. Associates must apply for this leave with the Human Resource Manager.

Leaves should not exceed four weeks; however, all requests will be reviewed and granted on a case-by-case basis. PTO and personal time must be exhausted before this leave will be granted.

We will make reasonable efforts to return you to the same or similar job you held prior to the leave of absence, subject to our staffing and business requirements.

**Victims of Crime Leave**

The company will grant reasonable and necessary leave from work, without pay, to employees who are victims of a crime to attend or participate in legal proceedings pertaining to the crime. Affected employees must give the company reasonable notice that leave under this policy is required.

Exempt associates may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

**Medical Insurance** (See Driver’s Manual, Section 4, page 5)

* Eligible full-time associates may enroll in a single or a family contract after 90 days of employment.
* Information and enrollment forms may be obtained from the Human Resource Manager or via the company website at www.garnertrucking.com under the employee login tab.
* To assist you with the cost of this insurance, our company pays a portion of a single or a family contract. You are responsible for paying the balance through payroll deduction.
* Participating associates are also covered under our medical insurance plan’s prescription drug programs.
* A booklet containing the details of the plan and eligibility requirements may be obtained from the Human Resource Manager.
* Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.
* Upon termination you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the Human Resource Manager.

**Dental and Vision Care Plans**

Eligible full-time associates may enroll in a single or a family contract after 90 days of employment.

**COBRA**

You and your covered dependents will have the opportunity to continue medical and/or dental benefits for a period of up to 36 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical and/or dental coverage for you and your covered dependents would otherwise end due to your death or because:

* Your employment terminates, for a reason other than gross misconduct; or
* Your employment status changes due to a reduction in hours; or
* Your child ceases to be a “dependent child” under the terms of the medical and/or dental plan; or
* You become divorced or legally separated; or
* You become eligible for Medicare.

In the event of a divorce, legal separation, or a child’s loss of dependent status, you or a family member must notify the plan administrator within 30 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact the Human Resource Manager.

**Basic Life and Voluntary Life Insurance**

* Eligible full-time associates may enroll in a single or a family contract after 90 days of employment.
* You must complete an insurance form and designate your beneficiary.
* The cost of the basic life insurance is fully paid by the company; and all eligible associates must enroll in the basic life plan. In addition, you make elect additional coverage under the voluntary life plan at your expense.
* Complete details of this plan may be obtained from the Human Resource Manager.

**Short Term Disability Insurance**

* Eligible full-time associates may enroll in a single contract after 90 days of employment.
* You must complete an insurance form and elect coverage amount.
* The cost of short term disability is at your expense and varies depending on elected coverage and age.
* Complete details of this plan may be obtained from the Human Resource Manager.

**Section 125 Plans**

Our company offers a pretax benefits contribution option for associates. This associate benefit is known as a Section 125 plan.

A Section 125 plan is a benefit plan that allows you to make contributions toward premiums for medical insurance on a "before tax", rather than an "after tax" basis. Your premium contributions are deducted from your gross pay before income tax and Social Security is calculated.

To participate in this plan, complete an election form and return it to the Human Resource Manager.

You cannot make any changes to your medical insurance coverage until the next open enrollment period, unless your family status changes or you become eligible for a special enrollment period due to a loss of coverage. Family status changes include marriage, divorce, death of a spouse or child, birth or adoption of a child or termination of employment of your spouse. A change in election due to a change in family status is effective the next pay period.

**Federal Family and Medical Leave Act**

The Family and Medical Leave Act (“FMLA”) provides eligible associates the opportunity to take unpaid job-protected leave for certain specific reasons. The maximum amount of leave an associate may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

**Associate Eligibility**

To be eligible for FMLA leave, you must:

* Have worked at least 12 months for the company in the preceding seven years (limited exception apply to the seven-year requirement);
* Have worked at least 1,250 hours for the company over the preceding 12 months;

**and**

* Currently work at a location where there are at least 50 employees within 75 miles.

**Conditions Triggering Leave**

FMLA leave may be taken for the following reasons:

* Birth of a child, or to care for a newly-born child (up to 12 weeks);
* Placement of a child with the associate for adoption or foster care (up to 12 weeks);
* To care for an immediate family member (associate’s spouse, biological, adopted, step, foster child, legal ward, “loco parentis,” or parent) with a serious health condition (up to 12 weeks);
* A serious health condition that makes the associate unable to perform the associate’s job (up to 12 weeks);
* To care for a covered service member with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details);

**or**

* To handle certain qualifying exigencies arising out of the fact that the associate’s spouse, son, daughter, or parent is on duty under a call or order to active duty in the Armed Forces (e.g., National Guard or Reserves) in support of a contingency operation (up to 12 weeks) (see Military-Related FMLA Leave for more details).
* The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a covered service member, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

**Definitions**

A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical facility, or continuing treatment by a health care provider for a condition that either prevents the associate from performing the functions of the associate’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or

prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

A “covered service member” is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. The term “serious injury or illness” means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling and post-deployment debriefings.

**Identifying the 12 Month Period**

The 12-month period in which 12 weeks of leave may be taken is the calendar year. For leave to care for a covered service member, the company calculates the 12-month period beginning on the first day the eligible associate takes FMLA leave to care for a covered service member and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

**Using Leave**

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the associate or immediate family member, or in the case of a covered service member, his or her injury or illness. Eligible associates may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Associates who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the company’s operations.

**Use of Accrued Paid Leave**

Depending on the purpose of your leave request, you may choose (or the company may require you) to use accrued paid leave (such as sick leave, vacation, personal days, family leave, or PTO), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible associate must comply with associate

normal procedures for the applicable paid-leave policy (i.e., call-in procedures, advance notice, etc.).

**Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, the company will maintain coverage during your FMLA leave on the same terms as if you had continued to work.

If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

**Notice and Medical Certification**

When seeking FMLA leave, you are required to provide:

Sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a 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. You must also inform the company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practical and in compliance

with the company normal call-in procedures, absent unusual circumstances. Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the company request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including discharge. Second or third medical opinions and periodic re-certifications may also be required.

Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and

Medical certification or fitness for duty before returning to work, if the leave was due to your serious health condition. The company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including discharge.

**Employer Responsibilities**

To the extent required by law, the company will inform associates whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the company

will provide them with a notice that specifies any additional information required as well as the employee’s rights and responsibilities. If associates are not eligible, the company will provide a reason for the ineligibility. The company will also inform associates if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the associate’s leave entitlement. If the company determines that the leave is not FMLA-protected, the company will notify the associate.

**Job Restoration**

Upon returning from FMLA leave, eligible associates will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

**Failure to Return After FMLA Leave**

Any associate who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week

FMLA entitlement), will be subject to associate’s standard leave of absence and attendance policies. This may result in discharge if you have no other company-provided or legally mandated leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, employee’s obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

**Other Employment**

The company prohibits associates from holding other employment. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including discharge.

**Fraud**

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including discharge.

**Employer’s Compliance with FMLA and Associate’s Enforcement Rights**

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any

person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the company encourages associates to bring any concerns or complaints about compliance with FMLA to the attention of the Human Resource Manager, FMLA regulations require employers to advise associates that they may file a complaint with the U.S. Department of Labor to bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or state law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**Limited nature of This Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

**Military-Related Federal FMLA Leave**

FMLA leave may also be available to eligible associates in connection with certain service-related medical and non-medical needs of family members. There are two

forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

**Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible associates to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a “covered service member,” which means: (1) a current member of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render him or her medically unfit to perform the duties of the

member’s office, grade, rank, or rating. Military Caregiver Leave is not available to care for former members of the Armed Forces or the National Guard or Reserves, or for service members on the permanent disability retired list.

To be “eligible” for Military Caregiver Leave, the associate must be a spouse, son, daughter, parent, or next of kin of the covered service member. “Next of kin” means the

nearest blood relative of the service member, other than the service member’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory

provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The associate must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible associate may take up to 26 work weeks of Military Caregiver Leave to care for a covered service member in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered service member and

ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each service member. Consequently, an eligible associate may take separate periods of caregiver leave for each and every covered service member, and/or for each and every serious injury or illness of the same covered service member. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible associate may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition

of the employee or close family member, or qualifying exigency). For example, during the “single 12-month period,” an eligible associate may take up to 16 weeks of FMLA leave to care for a covered service member when combined with up to 10 weeks of FMLA leave to care for a newborn child.

**Qualifying Exigency Leave**

Eligible associates may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e. the associate’s spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the

FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under

no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The associate must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready

Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

Although Qualifying Exigency Leave is available to an eligible associate whose close family member is called up from status as a retired member of the Regular Armed Forces, it is not available for a close family member on active duty or on call to active duty as a member of the Regular Armed Forces. Also, a call to active duty refers to a federal call to active duty, and state calls to active duty are not covered unless under order of the President of the United Sates pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

**Short-notice deployment.** To address any issue that arises out of a short notice (within seven days or less) of an impending call or order to active duty.

**Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or a call active duty status or to attend certain family support or assistance program and informational briefings.

* **Childcare and school activities.**  To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a

new school or daycare facility; or to attend meetings with staff at a school or daycare facility.

* **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member’s representative before a federal, state, or local agency in connection with service benefits.
* **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
* **Temporary rest and recuperation.** To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the

period of deployment. Eligible associates may take up to five days of leave for each instance of rest and recuperation.

* **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the covered military member’s active duty status. This also encompasses leave to address

issues that arise from the death of a covered military member while on active duty status.

**Mutually agreed leave.** Other events that arise from the close family member’s duty under a call or order to active duty, provided that the company and the associate agree

that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An associate seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member’s active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the associate’s relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be constructed to be inconsistent with those regulations.

**Social Security**

During your employment, you and the company both contribute funds to the federal government to support the Social Security program. This program is intended to

provide you with retirement benefit payments and medical coverage once you reach retirement age.

**Unemployment Insurance**

Upon separation from employment, you may be entitled to state unemployment insurance benefits. Information about unemployment insurance can be obtained from the Human Resource Manager.

**Workers’ Compensation**

On‑the‑job injuries are covered by our Workers’ Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to the Director of Safety and Risk Management or the Human Resource Manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

**Bonuses**

Associates may receive bonuses from time to time. These are based on individual merit, the company's profitability and any other factor(s) deemed significant by the company. Whether or not bonuses are granted and the amounts granted are within the sole discretion of the company President.

**Driver Safety Bonus**:

Over-the-road & 4/4 Drivers: Please refer to the Driver Procedure Manual, Section 5

page 13, for specific requirements and eligibility.

**Annual Bonus:**

Over-the-road & 4/4 Drivers: Please refer to the Driver Procedure Manual, Section 5, page 14, for specific requirements and eligibility.

**Technician Tool Bonus Program:** (Effective 2/17/2012)

* Shop Personnel/Mechanics will receive a 25¢ per hour tool allowance which will accrue throughout the year
	+ - * Effective thirty (30) days from date of hire
* Can view accrual amount on associate ADP Login screen
* Bonus based on actual hours worked
	+ - * Approximately $500.00 per year
			* No allowance accrual while on vacation
* If purchase a tool
	+ - * Must submit receipt for cost of purchase to Accounting
			* Cost will be reimbursed via paycheck
			* Will not be reimbursed for more than accrued bonus amount
* May purchase tools and use accrued monies throughout the year
* At the end of the year, whatever monies you have accrued for the purchase of tools will be paid out less any required taxable deductions.
* Tool Bonus Program accrual account will reset each year at zero (0) after pay out date, approximately November/December timeframe.

**Individual(s) must be actively employed at time bonus payment is dispersed.**

**Driver Referral/Recruiting Bonus** (See Driver’s Manual, Section 3, page 5)

An associate who refers an **experienced** driver, **NO** student drivers, may earn the following:

1. If you refer a driver and they fill out and submit an application AND turn in the referral card WITH your employee ID on it, you will then receive $50.00 for the referral.
2. If the submitted application leads the referred to being hired, THEN you will receive an additional $50.00.
3. If you refer someone who has at least three (3) months previous tractor-trailer experience AND they complete at least three (3) months of employment with Garner, then you will receive One (1) week (5 days/40 hours) of vacation.
	1. If you do not use this vacation within one (1) year, from the date of the award letter, then the awarded vacation time will be paid out to you in the amount of $860.
	2. 4/4 drivers can only be paid out for the extra earned vacation time due to the fact that they cannot take more than 1 week per year.

**Referred Driver must have a minimum of three (3) months prior driving experience.**

The referring associate will be eligible to take **either** one (1) week of vacation at the rate of $860 **or** receive the vacation pay: If taking pay only, payment will be disbursed at the end of the award year. In the case that the referring associate is no longer gainfully employed with Garner Transportation Group at the end of the award year, the vacation payout will not be applicable. This vacation benefit MUST be used within one (1) year of the date the vacation time is awarded.

\*\*Be sure to notify the Driver Relations/Recruiter/Retention Manager or Human Resource Manager during the hiring process and have the driver put YOUR name on their application, to ensure that you get credit for the referral.

\*\* Tell them to call 800-543-7349 and ask for recruiting.

**Individual(s) must be actively employed at time bonus payment is dispersed.**

**Professional Development**

Our company believes in supporting the individual growth of its associates. To encourage associate development, our company offers a professional development reimbursement program to eligible associates who attend job-related seminars.

To participate in this program, you must be a full-time associate.

Approval from the Human Resource Manager must be received prior to registration for the seminar. Our company will pay the full cost of approved job-related seminars.

In an effort to keep our company informed of new developments, we ask that you share any new information presented at the seminar with the rest of the staff.

**Automotive Service Excellence Certification** (effective May 1, 2015)

To encourage professional development, our company offers a technician pay rate incentive to technicians who take and successfully complete job related Automotive Service Excellence (ASE) Certifications. The following rules apply:

1. **Prior approval by Human Resources (HR) and immediate supervisor is a must on all testing** to be eligible for pay rate increases etc. (see HR for required documentation/testing request).
2. ASE Certifications must be taken and successfully passed in the following order:
	1. Brakes
	2. Preventive Maintenance
	3. Steering & Suspension
	4. Drive Train
	5. Electrical
	6. Heating & Air Conditioning
	7. Diesel Engines
	8. Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (with prior written approval)
3. A technician who successfully completes an ASE certification will receive a $0.50 per hour pay rate increase for each certification successfully completed, but the following rules and/or guidelines apply:
	1. May only receive an increase for **two (2) certifications per year**; and the year is based on date first ASE certification achieved (i.e. Brake certification completed on May 1, 2015, $0.50 pay increase approved May 2, 2015; and electrical certification completed on September 15, 2015,

$0.50 pay increase approved September 16, 2015. Next pay increase for ASE certification would be no sooner than May 1, 2016).

* 1. Pay rate increases are capped at eight (8) certifications which is a total of a $4.00 overall pay rate increase, in a minimum four (4) year period.
	2. Must provide HR with a copy of the ASE Certificate which shows successful completion of a certification test.
		1. Pay rate increase cannot be granted without proof of successful completion.
		2. Certificate should be turned into HR within seven (7) business days from date of successful certification test completion
1. Company will pay and/or reimburse technician for testing costs as noted below only:
	1. A maximum of eight (8) tests are eligible for reimbursement.
	2. Only two (2) tests per year allowed.
	3. If take more than two (2) tests in a given year, technician is responsible for the cost of those additional tests.
		1. May bank the additional test(s) taken in a particular year; and when eligible in subsequent years, may receive a $0.50 per hour pay rate increase per guidelines above.
		2. Not eligible for company reimbursement on cost of additional test(s) taken in excess of two (2) in a single year; and year follows criteria stated in 3a.
	4. Must successfully pass test and receive certification to be reimbursed and/or have company pay for testing costs.
	5. Failure to successfully pass test, technician assumes full responsibility for all subsequent testing costs and time away from work until passed in the order of above mentioned schedule.
		1. Company **will not** reimburse for second or more attempts to successfully pass a certification test.
		2. If testing was unsuccessful, use of unpaid time off, vacation, etc. will also be required for subsequent time needed to retake the test.
2. Eligible for certification testing after one (1) year of employment from date of hire.
3. Policy is subject to change or be eliminated without prior notice; and supersedes any previous versions.

**Commercial Driver’s License**

To encourage professional development, our company offers a technician pay rate incentive to technicians who acquire their commercial driver’s license (CDL). The following rules apply:

1. Technician will receive a $0.50 per hour pay rate increase if they acquire and maintain a valid Class A CDL\*.
2. A copy of valid Class A CDL must be submitted to Human Resources.
3. Technician must meet all other Department of Transportation requirements expected of all CDL holders.
4. Failure to maintain valid Class A CDL will result in the loss of $0.50 pay rate increase.
5. Policy is subject to change or be eliminated without prior notice; and supersedes any previous versions.

\*Those technicians who were receiving additional pay for a Class B license prior to 1 May 2015 will continue to receive such pay so long as they continue to maintain a valid license. All others must continue to maintain a Class A CDL to receive the incentive pay.

**Tuition Assistance Program** (See Driver’s Manual, Section 4, page 4)

To encourage professional development, our company offers a tuition assistance program to drivers who complete job related training with a certified truck driving school and are employed by Garner Transportation Group within six (6) months of graduation.

To participate in this program, you must be a full-time driver who has completed the three week training period.

Reimbursement can be up to a total of $7000.00 and is paid up to $100.00 per month.

First Payment is the first pay period of the month following thirty (30) days after completion of training.

Subsequent payments are the first pay period of each month.

If a driver misses more than two (2) days of work, for any reason, the time will be recalculated as to when money is issued.

**THERE MUST BE NO BREAKS IN SERVICE** to continue to receive tuition reimbursement! If there is a break in service, the driver, is no longer eligible to receive tuition reimbursement. In addition, if employment is terminated, for any reason, by either party, the reimbursement ends.

Your application for tuition assistance must be made and approval received prior to completion of Garner Transportation Group’s three week training period.

Required Documentation:

* + Truck Driving School Certificate
	+ Loan Paperwork, if applicable
	+ Invoice/receipt of payment

**Uniforms**

**Drivers:**

* Five (5), red, work shirts provided after completing the 90-day introductory period, if desired. These will be given out on a yearly basis. Proper care of these uniforms is required. See the Administrative Assistant for details.

All uniforms, accessories or name tags issued by our company must be returned in good condition upon leaving our company.

**Technicians/Shop Personnel:**

* Associates who work in the shop are provided eleven (11) uniforms upon hire and will be changed out, as needed. Proper care of these uniforms is required.
* Shop associates are required to wear steel-toed boots while at work and will receive a shoe allowance to help cover the cost of the required footwear.
	+ - $40.00 to be received one (1) time per year (Effective 2/17/2012).
		- Must turn in receipt for shoes to receive reimbursement.
* See the Director of Maintenance for details.

All uniforms, accessories or name tags issued by our company must be returned in good condition upon leaving our company.