

# **DRIVER MANUAL**

For Independent Contractors, Company Drivers, and Fleet Drivers

# **General Information**

ICC Motor Common/Contract Carrier USDOT Number

MC - 146600USDOT 171766

#### **Headquarters**

1800 East 50th Street North Sioux Falls, SD 57104

**Office Hours** 

M-F: 7:00 am - 5:15 pmSat: 8:00 am - 12:00 pm

#### **General Numbers**

Front Office 605-332-5531 Toll-Free 800-843-5624

Dispatch 605-977-8484 (including after hours)

Shop 605-331-4844 Daniel Schipper 605-759-7787

#### **Safety Department**

Direct Line 605-977-8494 Jennifer's Cell 605-366-1464 Safety Phone 605-351-7671

#### **Shop and Maintenance**

Office 605-332-5531

605-351-2312 (on call – after hours)

Mack Pyle 484-667-3915 (cell) Josh Schipper 605-366-4417 (cell)

#### **Guymon Office**

5172 Patricia Blvd Guymon, OK 73942 Local: 850-338-0620 Toll-Free: 800-611-1283

#### **Sioux City Office**

370 W Anchor Dr. Ste 211 Dakota Dunes, SD 57049 Local: 605-332-5531

Toll-Free: 800-843-5624

#### **Handbook Introductory Statement**

This Handbook is designed to provide all **K & J Trucking** "Drivers" (as that term is used and defined in this Statement) with basic information regarding **K & J Trucking's** philosophy, benefits, policies and procedures. This Handbook is not a contract. This Handbook is not an employment contract (as to Company Drivers), nor is it intended to amend or modify any provisions in any Contractor Operating Agreement (with respect to contractors, other lessors or their employees). Those Drivers who are now or become employees of **K & J Trucking** shall be and remain employees-at-will, as that status is understood and defined under South Dakota law, and their employment status is not to be affected by any of the provisions of this Handbook. In the case of driver-employees, the employment relationship may be terminated by either party at any time, with or without cause, and without prior notice, although the exercise of this right on your part does not authorize you to abandon **K & J Trucking** equipment or loads, or to fail to return equipment or other property to your terminal. For contractors, the right of the contracting parties is laid out in the Contractor Operating Agreement.

This Handbook is intended as a compilation of policies and procedures applicable to everyone in the role of Driver, as that term is used and defined in this Statement. When a policy or procedure is limited to a Driver who is an employee of **K & J Trucking**, or limited in scope to other relationships, this Handbook will attempt to make that distinction. This Handbook serves as a general guideline in implementing policies and procedures; it is not intended to impose any obligation of adherence on **K & J Trucking**, except as applicable law or regulation may itself require.

Any policies or discipline of employees or contractors (or the employees of contractors) in no way limits or alters the employment-at-will relationship between **K & J Trucking** and its employees, nor be viewed as transforming anyone into an employee who is not otherwise so regarded by us.

This Handbook is intended to supersede all prior written or oral policies, manuals and handbooks as to the subjects expressed pertaining to "Drivers." **K & J Trucking** reserves the right to waive application of, or to modify all or any of the provisions of this handbook, at any time, from time to time, and without prior notice. We also reserve the right to make reasonable interpretations of the policies and procedures outlined herein, and the manner in which such are to be applied to each situation. Other than Michelle Koch, CEO/Owner and/or Tom Murphy, Operations Manager, no company representative or agent has any authority to enter into any employment or other contractual arrangement for a specified time or make any oral or written agreement contrary to the provisions of this Statement.

As used in this Handbook, the term "Driver" is that of a professional driver, holding a valid, in-force CDL, not subject to suspension or withdrawal, and operating truck equipment under the US-DOT / FMCSA registration and operating authority issued to **K & J Trucking, Inc.** The term in no way implies or confirms employment status."

Please take the time to read the material carefully, become familiar with its content, as you are responsible for the information held within. If there are items that you do not understand, or if you have any questions, please contact Michelle Koch, President, Tom Murphy, Operations Manager, Mack Pyle, Maintenance Manager, or Jennifer Raddatz, Safety Director.

#### Our Mission

In keeping with our Christian values, we strive to professionally deliver superior service to customers, our team and our communities.

Chapter

# **Safety Procedures**

Safety is one of our values. Working safe and smart protects our drivers, equipment and cargo to ensure a successful trip.

**K & J Trucking, Inc.** has adopted safe work practices as a means to protect drivers, equipment, cargo, and the motoring public. **K & J Trucking, Inc.** expects **100%** defensive driving practices by all drivers, owner operators and fleet drivers. In addition to common sense safe driving, our drivers must abide by applicable federal, state, local and company rules.

# **Safe Driving Rules**

It is the intention of **K & J Trucking, Inc.** to prevent accidents, promote and provide safe operators on the road. The following rules are designed to achieve this purpose.

- No driver, owner operator or fleet driver shall operate a vehicle while under the
  influence of or in possession of any Schedule I drug, unless prescribed by a physician
  who has advised the driver that the substance will not affect his/her ability to operate
  a motor vehicle and is an approved medication under DOT and K&J Trucking, Inc.
  standards.
- 2. Any driver, owner operator or fleet driver found driving a vehicle while under the influence of drugs or alcohol shall have his contract or employment terminated immediately. Any off the job violation can result in suspension of contract or employment for up to five (5) years.
- 3. All drivers, owner operators and fleet drivers must obey all federal, state, and local highway laws.
- 4. All drivers, owner operators and fleet drivers shall be knowledgeable of the Federal Motor Carrier Safety Regulations. No driver, owner operator or fleet driver shall operate equipment in egregious violation of the Federal Motor Carrier Safety Administration's regulations currently in place.

- 5. No driver, owner operator or fleet driver shall knowingly falsify the annual motor vehicle violation and review record.
- 6. In the event of an accident, all drivers, owner operators and fleet drivers shall follow the procedures and direction of the Safety Department.
- 7. No driver, owner operator or fleet driver is permitted to carry unauthorized passengers. All passengers require a passenger release insurance form at cost of \$8/month to be signed by K & J authorized personnel and have in possession for inspection on demand.
- 8. Any driver, owner operator or fleet driver who incurs three (3) or more preventable accidents in any 18-month period may have his employment terminated, contract voided and no longer dispatched upon the occurrence of the third accident.
- 9. All drivers, owner operators or fleet drivers shall operate the vehicle in a safe and courteous manner at all times.

# **Seat Belt Policy**

We value the lives and safety of our drivers and contractors. Seatbelts are proven to reduce the risk of dying or being seriously injured in a motor vehicle crash. Of course, seatbelt usage is also a federal requirement for commercial drivers under FMCSR 392.16. Because of our commitment to driver safety and compliance with the law, our company has adopted the following policy regarding seatbelt usage.

All employees, contractors, and their passengers are required to use a seatbelt when traveling in any vehicle while in the course of conducting company business. This policy applies to employee, independent contractor truck drivers, and those who operate other company vehicles.

Failure to abide by this stated policy will be considered a violation of our company policy and will subject the person who is in violation to disciplinary action. This action could include suspension and possible termination of employment or termination of contract.

#### **Rear-End Accidents**

The 2<sup>nd</sup> most common accident that occurs is the rear-end accident. The vast majority of rear-end accidents are caused by drivers following too closely to the vehicle in front of them. Other factors—including in-cab distractions such as reading a map, texting, or using the radio—all play a roll in rear-end accidents. Secondary causes of rear-end accidents, such as taking one's eyes off the road or improperly scanning ahead, relate directly to following distance. Drivers who maintain an adequate following distance have time to look at signs or check mirrors—and still avoid accidents. If drivers follow vehicles too closely, they do not allow time to scan ahead and spot potential problems. After a rear-end accident, if there is no camera in the truck, one will need to be installed to continue to be dispatched or employed

at **K & J Trucking**. After a 2<sup>nd</sup> rear-end accident, it will be evaluated. There will also be re-training to ensure knowledge of rear-end accident prevention.

#### **Traffic Accidents**

Driving in traffic poses many dangers. With so much going on around your truck, it can be difficult to concentrate on driving protectively. When you lose your concentration, a crash can occur. A greater following distance can mean the difference between life and death.

Always maintain a safe distance between your vehicle and the vehicle ahead of you. The best method for determining a safe following distance is to follow the "Six-Second Rule" in normal highway driving conditions while not exceeding the posted speed limit.

This distance must be increased for "adverse weather conditions, poor road conditions, vehicle/cargo circumstances, or if you are in congested traffic. When the vehicle ahead passes an object, such as a tar strip or shadow on the road, start counting 1001, 1002, 1003, 1004, 1005, 1006. If you cross the spot on the road before 1006, you are following too closely. In rush-hour traffic, it is recommended by professional drivers to drive 3-5 mph slower than the flow of traffic. This practice allows other vehicles to pull away from you, increasing the following distance. It is impossible and certainly unsafe to keep other vehicles out of your lane. Driving a bit slower is the best technique to practice in your goal of protecting other motorists and yourself. Doing this usually means the driver is obeying the current speed limit because the others are the ones speeding.

Following other vehicles too close, called tailgating, endangers other motorists and is "not acceptable". Violations of this policy and becoming involved in preventable rear-end crashes will result in disciplinary action against you, including termination of employment or lease.

If you are too tired to drive, we require you to pull off the road immediately and get some rest in a safe area. Please drive as if your family was in the vehicle ahead of you! It is your responsibility to "protect" other motorists on our highways.

# **Backing Accidents**

ALL backing accidents ARE preventable. Be sure that you look before you start backing. Check all of your blind spots. Do not back up at an unsafe speed. Keep checking your mirrors for hazards that may move into your space. We also mandate that you **Get Out And Look** (GOAL). Looking is the only true way that you are going to be able to see your clearances. Do this often when backing. Use a spotter if one is available. If you have the last few feet to back into the dock at night, lay your flashlight on the ground pointing toward your tandems to help guide you to when you have gone far enough. **A backing accident carries an additional penalty of \$100 above and beyond the deductible repair costs**.

# **Speed Management**

Speeding is hard on equipment, can cause freight damage, and increases the damages and costs in a crash. Driving within the speed limits is not only the law but it can make your drive less stressful and set a good example for other drivers. The speed limits that must be followed are not only the posted

signs but also the ratings on tires, which is 75 mph as of the printing of this edition. **K** & **J Trucking**, **Inc.** follows the FMCSA mandate of not allowing radar detectors in commercial motor vehicles.

#### **U-Turns**

One of the most critical types of crashes is the run-under crash. The maneuver that is most associated with a run-under accident is a U-turn. If possible, go around the block; <u>do not</u> open yourself up to a possible accident by doing a U-turn.

# **Accident/Incident Reporting Policy**

Proper crash reporting is imperative to the process. Late reported claims are not acceptable to the insurance carrier. Follow these steps when in a crash.

- 1. Stop immediately and stay calm.
- 2. Check for injuries and push the record button on your camera (if you have a camera).
- 3. Notify law enforcement.
- 4. Get the triangles out.
- 5. Report to Company Officials (Safety Department) even if you think there is no damage to the item hit. Others may have seen you anyway (CAMERAS ARE EVERYWHERE).
- 6. Document the accident.
- 7. **Do not admit fault** or sign anything stating such.
- 8. Complete the preliminary accident report with the officer & know how to get a copy
- 9. Complete the DOT Drug & Alcohol testing if applicable.
  - i. Testing will be needed if there is any fatality or if you are cited.
  - ii. Timeliness of the tests is imperative.

# ALL TRAFFIC ACCIDENTS AND VIOLATIONS ARE TO BE REPORTED

**IMMEDIATELY!** Failure to report will result in immediate termination of employment or contract. All damage will need to be repaired. Any vehicle damage will need to be documented on the driver's vehicle inspection report. If another person was in the vehicle on the roadway it needs to be reported to Safety immediately. Should it be a parked unit and minor damage contact with Safety could wait until morning. When in doubt, CALL.

Remember to take photos of the crash scene. Photographs are an important part of the story as it shows the scene as it was. Remember these tips:

• Take photos not only of what was hit but what was not hit on other vehicles

- Take pictures close for detail and then step back and get photos of the whole scene. Look for other cameras as well (on buildings or vehicles in the area).
- Include landmarks, permanent fixtures, and possible contributing factors: covered signs, landscaping covering lights, or arrows, etc.
- Do not get hit taking the photos!
- Use the flash in the dark.
- Include all vehicles from multiple angles with the license plate and the USDOT markings on the side of the other truck.
- Indirectly get participants in the photos but do not take pictures of the injured/deceased.

In the event of a crash, all drivers shall follow the procedures of on-site officer as well as directives given by Safety Department at 605-351-7671.

#### **Prohibitions**

In order to ensure that our goal of safe transportation is met, we strictly prohibit the following practices:

- 1. Driving when alertness is impaired by fatigue or illness.
- 2. Driving when in possession or under the influence of any narcotic, amphetamine or other dangerous substance without approval from the treating physician.
- 3. Driving when under the influence of an intoxicating beverage within (8) hours of going on duty and being in possession of or consuming an intoxicating beverage while on duty.
- 4. Drivers must not permit his/her assigned vehicle to be driven by any unauthorized person.
- 5. **NO** CELL PHONE use or other distracted driving including computers, ELD keyboards, or texting while driving. The use of a hands-free device for your phone is an exception and is permitted.
- Absolutely NO alcohol, illegal weapons, or controlled substances will be allowed or tolerated in K & J Trucking, Inc. equipment. It is in violation of FMCSA regulations and K & J Trucking, Inc. policy.
- 7. No pets are allowed in **K & J Trucking**, **Inc.** equipment unless pre-authorized.
- 8. No unauthorized passengers.
- 9. No unauthorized cargo.

# **Spot Trailer Damage - Damage Reporting**

The trailer program is set up for your protection as well as **K & J Trucking, Inc.** The trailer damage-reporting program needs to be followed for us to keep the equipment looking its best and insurance costs down.

- Inspect your trailer prior to hooking it up at any location, including Sioux Falls or any other yards. Do not take it up to the guard shack, they will assume you did it on the way there.
- If damage is visible without a **K & J** sticker, report it to the shipper or receiver and try to get an incident report (signed) from them. Send the report in with your paperwork.
- The trailer damage then needs to be reported to the Safety Department immediately. If after hours, you can leave a voice mail message on extension #231 or send a text message with the following information.
  - o Driver name
  - o Trailer number
  - Describe damage
  - o Location you picked up the trailer
  - O Date and time of pick up
  - o Date and time you are calling
  - o Photo taken with cell phone or other means
- If you are an owner-operator and you come in with a damaged trailer that has not been reported, you will be responsible for the repair charges, or at a minimum the insurance deductible. If you are a company driver and you fail to report a damaged trailer, you will lose that portion of your quarterly bonus.
- Any damage to **K & J Trucking, Inc.** trailers due to owner-operator or fleet driver negligence or improper driving habits will be deducted from owner-operator or fleet operator settlements. The fleet operator may then pass that deduction on to the fleet driver as well. You will need to verify that with your fleet operator.
- The damage referred to includes drug tires, curb rubs, damage to rims & tires from
  driving over curbs, damage to side rails, jumping of kingpins resulting in damage to reefer
  unit, bending of exhaust stack, backing into another trailer, etc. If not sure, Get Out and
  Look (GOAL).

# **Tractor Damage**

Company tractors and leased tractors from **K & J Trucking, Inc.** are required to have all damage to the tractors reported immediately in the same manner that damage to trailers is handled. The repercussions for failing to do so are similar to trailer damages.

# **Defensive Driving**

Safe drivers are defensive drivers. The object of being a defensive driver is to drive without having preventable accidents. A defensive driver knows and follows the traffic rules and regulations applicable to each jurisdiction. A defensive driver is on constant alert for other poor or illegal driving acts and adjusts his/her driving so that accidents can be avoided. It also requires the ability to adjust one's driving to the special hazards presented by the mechanical functioning of the vehicle, the type of road surface, weather, lighting, traffic, and your own physical state.

Many drivers have driven 500,000 miles or more without an accident. Such records cannot be ascribed to all "good luck" rather; they indicate that most accidents **CAN** be prevented if drivers will exercise the attitude and caution of good defensive drivers.

# Remember that you will be pulling a mobile K & J Trucking billboard. Pull it safely and courteously.

In addition to safety on the road, truck drivers and their freight can be a potential victim to terrorists and cargo thieves. Here are suggestions for truck drivers to avoid being victimized while on the road.

- Have proper photo identification and shipping documentation. Be prepared to be stopped often by law enforcement officials.
- Maintain regular communications with your dispatcher.
- Report any suspicious activities to the local police - if an emergency, contact 911.
- Park in areas where other truckers are present.
- Do not stop on dark roadways or in deserted areas while waiting to make deliveries.
- Use reputable truck stops along your route.
- When possible, go directly to your delivery point without making any stops.
- Always lock your tractor doors & keep your tractor windows rolled up.
- Do not talk about your load on the CB radio or too loudly on the phone where others can hear
  you.
- Do not pick up hitchhikers.
- Always remain aware of your surroundings.
- Use your Seal Guard and Padlock
- Stay alert!

#### **Post-Accident Requirements**

**K & J Trucking, Inc.** policy and the Federal Motor Carrier Safety Regulations (382.303) require drivers of commercial motor vehicles to submit to DOT drug and alcohol tests as soon as practicable following an accident listed below in which the driver operating under the motor carrier's authority:

- 1. Was performing safety-sensitive functions with respect to the vehicle and the accident involved the loss of human life; or
- 2. Received a citation with a tow (due to disabling damage), or a citation with any injury.

An "accident" (390.5) is defined as an occurrence involving a commercial motor vehicle operating on a public road which results in:

- A fatality; or
- Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
- One or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

Drivers are strictly prohibited from using alcohol for eight hours following an accident or until the postaccident testing requirements are carried out, whichever occurs first.

Failure or refusal to follow these instructions, including the use of alcohol prior to the required postaccident alcohol test, will be considered a refusal to submit to a test, which is a material breach of the operating agreement and will result in immediate termination of the agreement.

# **Crash Consequences**

Crashes are inevitable in this industry. However, driving defensively and within limits can help crashes from happening or reduce the severity.

The **K & J Trucking, Inc** accident review committee will review each preventable accident. The committee will consist of the following people:

- Michelle Koch President
- Tom Murphy Operations Manager
- Mack Pyle Maintenance Manager
- Jennifer Raddatz Safety Director
- Driver Representative
- Fleet Owner

If the decision made by the committee is not agreeable to the driver it will then be taken to the South Dakota Safety Council.

When **K & J Trucking, Inc.** drivers are involved in crashes the following corrective action will be taken. Depending on the frequency, severity and preventability of the accidents, the driver will be put onto notice after two (2) accidents. The third (3) accident will result in disciplinary action, which could include termination or no longer being dispatched through **K & J Trucking, Inc.** An accident eliminates the company drivers from receiving their quarterly bonuses and the owner/operators and fleet drivers from their yearly safety incentives.

# **Discipline**

**K & J Trucking, Inc.** will discipline employee drivers as required by this policy for the infractions incurred, up to, and including possible termination. Independent contractors, owner operators and fleet drivers may be in breach of contractual obligations for infractions incurred within any of the above policies. Breach of contract can result in not being dispatched through **K & J Trucking, Inc.** or termination of the contract, subject to the terms and conditions of the agreement.

# Chapter 2

# **Injury Prevention**

Let's keep ourselves productive & healthy.

Truck drivers experience a lot of work-related injuries and illnesses requiring recuperation away from work beyond the day of the incident. Upgrades in equipment have helped, but there is room for improvement. Therefore, to keep our drivers healthy and able to continue their livelihood, and to help lower the national statistics, **K & J Trucking**, **Inc.** has implemented the following injury prevention practices.

# **Entering/Exiting the Vehicle**

Proper techniques for getting into and out of the truck will keep the driver active. Something as simple as getting out of your truck can make a difference in your productivity - professionally and personally. You may not think about entering and exiting the truck since you do it so often. Drivers are to utilize a proper 3-point stance when entering and exiting the tractors and trailers. Three-point contact allows the driver to maintain balance. Also, ensure your steps are fastened properly, consider weather conditions, and be sure your footwear tread is adequate.

- Exit in the same direction you entered.
- Watch when stepping down for potholes, uneven surfaces, and slippery surfaces such as snow and ice.
- No objects on steps such as bungee cords or carpets that might cause a trip or slip.
- Step from the last step, no jumping from any height.

#### **Footwear Policy**

**K & J Trucking, Inc** has implemented this policy to ensure all personnel use adequate footwear when working in areas where there is a danger of personal injury due to slips, trips, and falls; foot injuries due to falling or rolling objects, objects piercing the sole; or when a person's feet are exposed to electrical or chemical hazards. This policy applies to all positions in the company including drivers, owner operators and fleet drivers.

This policy requires adequate footwear for employees and/or other personnel performing tasks where there is a reasonable potential for foot injury. This includes and is not limited to exposure to falling and/or rolling objects (dropping of fuel nozzles, padlocks, or seal guards); working in

close proximity to wheel and track vehicles (hooking up trailers); performing any type of maintenance activities (pre-post trip inspections); and operating material handling equipment (pallet jacks or installing load locks)

Adequate footwear is defined as footwear that provides protection from hazards to the foot area. Adequate footwear includes shoes or boots with slip resistant soles, wedged or flat heels and encloses the entire foot.

There are job activities and work environments where specific protective footwear meeting ANSI standards are not required; however, adequate footwear is required to protect individuals against:

- Slipping.
- Dampness.
- Heat.
- Cold.
- Uneven work surfaces that could twist the ankle.
- Harmful materials that could contact the skin of the foot, ankle, or lower leg.

#### \*Flip-flops are not considered adequate footwear\*

All personnel must wear adequate footwear and ensure it is in a condition that provides the required protection. It is the responsibility of everybody to protect themselves and others from personal injury. Those covered under workers' compensation are also required to wear the traction devices issued to them during orientation if a company driver or a fleet driver who also has them issued.

# **Dolly Legs**

#### **CRANKING TRAILER DOLLIES**

- Always ensure you have proper footing and traction in the area in which you will be working.
- Use both hands to ensure the handle is properly seated on the shaft and in the proper gear.
- Never spin the crank with your fingers; keep one hand on the handle crank even when there is minimal resistance.
- As soon as you feel resistance, use both hands and switch to a low gear.
- Stand to one side of the crank and use both hands to crank. Approximately three to four revolutions in low gear should be sufficient.
- When possible, dump your tractor air bags before pulling out from underneath the trailer.
- When hooking up, back under the trailer with your air bags dumped. After the fifth wheel
  engages, air up your suspension to relieve some of the trailer weight before you attempt
  to crank up the dollies.
- If you run into a situation where you must crank against extreme resistance, it is always better to **push** on the crank rather than pulling it.

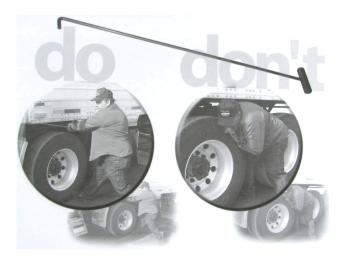
- Proper maintenance and lubrication can reduce the potential for injury.
- Don't be afraid to ask for assistance. Taking turns turning a resistant crank minimizes the possibility of strain-type injuries.



#### **Fifth Wheel**

#### **PULLING 5TH WHEEL PIN**

- Proper maintenance, adjustment, and lubrication of all 5<sup>th</sup> wheel parts are essential.
- Park on level ground before unhooking to minimize the chance of placing a bind on the 5<sup>th</sup> wheel.
- Establish a good stance with firm footing.
- It may be necessary to "rock" the unit to relieve pressure on the kingpin.
- Utilize a "pin-puller" if the tractor is not equipped with air-release 5th-wheel latches
- NEVER jerk on the handle to get it to release. If it is still "frozen," it may be necessary to "rock" the unit again.



# **Recommended Back Safety Procedures**

Each year, in the United States, workers' compensation payments, loss of wages, and hospital/medical costs for back and spine injuries total upwards of \$1 billion/week as of June 2018. Only common colds beat back injuries for more lost workdays. Repeated incorrect lifting can result in a variety of injuries including back strain. It is usually caused by over-stretching the back muscles.

Back injuries not only hurt the individual, but they also hurt the people around them. Back injuries affect family, friends, and workers through lost hours from work and play. Protecting yourself from back injuries can be simple.

Proper lifting techniques and hazard avoidance can ensure many hours of work and play without pain. Prevention is the key. Steps to a safe lift include:

- Size of the load. If it is too heavy, get help!
- Plan the job.
- Use base of support.
- Get a good grip.
- Bend your knees.
- Keep the load close.
- Lift with your legs.
- Pivot Don't Twist.







# **Cargo Doors**

When opening trailer doors, consider the weight of the door as well as any potential cargo that may have shifted and could fall onto you. Wind can be a factor also. Many drivers have been hurt when gusts of wind cause the trailer doors to strike the driver. Another consideration is the door latches. Ensure these are in proper working order. Be aware when pulling away from the dock that door latches may become disconnected.

#### **Trailers**

Special steps need to be taken for the type of cargo hauled. At **K & J Trucking, Inc.** with the nature of business being in the refrigerated arena, we need to focus on some additional areas besides the basic van operation. Attention needs to be given to the following.

#### Refrigerated trailers:

- Climbing to adjust temperature controls on the front of the trailer.
- Climbing into the rear of the trailer to place load locks (trailer steps and grab bars are available)
- Condensation on the floor (slip hazard)
- Opening and closing of swing cargo doors.

# **Injury Reporting Procedures**

Report injuries immediately regardless of severity. As of July 1, 1994, South Dakota Law (SDCL 62-7-10) requires that any employee who claims compensation for a job-related injury, must immediately or as soon thereafter as practical, notify **K & J Trucking, Inc.** of the injury. Depending on the severity of the injury, you will first notify emergency help.

**K & J Trucking, Inc.** will need to determine the cause of any incident or accident to reduce future recurrence. All work compensation injuries **MUST** be reported to the **K & J Trucking, Inc.** office within three (3) business days. Direct the report of injury to the following departments until a manager is located: Safety Department, Operations Department, or Shop. The consequence of failure to report on time is a denial of the claim (see ruling below).

- 62-7-10. Notice to employer of injury-Condition precedent to compensation. An employee who claims compensation for an injury shall immediately, or as soon thereafter as practical, notify the employer of the occurrence of the injury. Written notice of the injury shall be provided to the employer no later than three business days after its occurrence. The notice need not be in any form but **must advise the employer of when, where, and how the injury occurred**. Failure to give notice as required by this section prohibits a claim for compensation under this title unless the employee or the employee's representative can show:
- (1) The employer or the employer's representative had actual knowledge of the injury; or
- (2) The employer was given written notice after the date of the injury and the employee had good cause for failing to give written notice within the three business-day period, which determination shall be liberally construed in favor of the employee.

# Chapter 3

# **Compliance Topics**

**K & J Trucking, Inc.** has adopted and implemented safe working practices to protect drivers, equipment, cargo, and the motoring public while still being a successful company. Many truck lines say it. At **K & J Trucking, Inc.**, we mean it. It shows in the drivers we hire and the equipment we put out on the road.

# **Driving Records**

At **K & J Trucking, Inc.** we use a stringent set of guidelines to select our drivers, including a complete review of each driver's previous work and driving record. We take safety and risk management very seriously. We expect all our company drivers, owner-operators, and fleet drivers to comply with all Department of Transportation regulations, plus our own rigorous driver safety standards and background checks. Poor driving records may lead to probation and/or termination. No driver, owner-operator, or fleet driver shall knowingly falsify any form. Violation will result in immediate disciplinary action.

#### **Driver Qualification**

**K & J Trucking, Inc.** wants to ensure our drivers meet the FMCSRs and abide by the requirements in place. Our driver guidelines exceed the requirements imposed on the industry by FMCSA.

Our applicants must meet the following guidelines:

- By experience and training safely operate our type of equipment.
- Meets or exceeds the FMCSA physical requirements.
- Has only one valid license.
- Has prepared & furnished us with a list of moving violations for the last three years.
- Is not disqualified to drive a commercial motor vehicle.
- Has successfully completed a road test with our personnel.
- Must meet insurance company guidelines.
- Provides us with a negative pre-employment drug screen.

Upon hire, the above requirements must continue to be met. Repeated moving violations may be cause for disqualification. Drivers, owner-operators, and fleet drivers are expected to keep his/her DOT physical and commercial driver's license current.

Drivers, owner-operators, and fleet drivers are to report to **K & J Trucking, Inc.** IMMEDIATELY, *but not later than the end of the next business day*, any revocation, suspension, or cancellation of the driver's license. Further, any citations are to be reported to **K & J Trucking, Inc.** within 30 days of conviction whether the infractions are in a personal vehicle or commercial motor vehicle. Any driver receiving three (3) moving violations within a 12-month period will be taken from the dispatch list upon receipt of the third violation.

ALL TRAFFIC ACCIDENTS, VIOLATIONS, AND INJURIES ARE TO BE REPORTED IMMEDIATELY TO SAFETY DEPARTMENT! Failure to report could result in immediate disciplinary action. All inspection reports need to be turned in. Clean inspections and those with defects are to be turned in upon return so that verification of repair can be given back to the issuing state. If there is an extended time on the road, send it in with trip paperwork.

# **Roadside Inspections**

**K & J Trucking** will pay drivers and owner-operators for clear roadside inspections. For a clean Level 3, which is a paperwork check, the driver's license, logbook, registrations, permits, and bills, the pay is \$50. For a clean Level 2, which consists of all the items for a Level 3 plus a walk-around inspection checking the lights, tires, and wheels, the pay is \$75. For a clean Level 1 inspection all the preceding items are checked plus brake measurements, under the hood, etc., and the pay is \$100. The inspection form must say, "No violations discovered". The time must be logged as on duty not driving on your ELD. The payments for the clean inspections are made the following month after receiving them to those drivers, owner-operators, and fleet drivers who are in good standing.

# **Hours of Service**

At **K & J Trucking, Inc.,** compliance with the FMCSR regarding hours of service is an absolute necessity. We are committed to complete compliance to ensure the safe operation of our vehicles. The responsibility of the driver and company is to operate within the parameters of the hours of service regulations. The following policies apply to guarantee compliance:

#### **LOG PROCEDURES**

All company drivers, owner operators and fleet drivers must follow **K & J Trucking, Inc.** log procedures and regulations. If steps are not taken to follow the rules mandated by **K & J Trucking, Inc.**, disciplinary actions will be taken. Each driver will go through orientation to ensure the understanding of the proper procedures to comply with FMCSA regulations and to ensure the understanding of the consequences if these procedures are not followed.

Following are the current log procedures and requirements for **K & J Trucking**, Inc.

- 1. Electronic Logging Devices (ELD) ensure logs are current.
- 2. All logs must be complete. This includes updating the trailer and load information on the ELD (not just dispatch forms) when new loads are acquired.
- 3. If you are requested to leave a property, get stuck in a traffic jam, or encounter an unforeseen detour, or delay you are obligated to update the logging device with as much detail to ensure complete understanding for the next 6 months. This is done on your ELD under the LOGBOOK button, then EVENTS, select the event in question by touching it with your finger, put a note in the ANNOTATE section, and press SAVE.
- 4. Supporting documents must accompany the BOL when the trip is complete: weight slips, lumper receipts, and repairs. All paperwork *MUST* be scanned or mailed in. Originals may be dropped off at the next return to the driver's home terminal.
- 5. Drivers are required to LOG OUT OF THE DEVICE every time you leave your vehicle at the yard or a repair shop on the road. This action allows the shop personnel to do routine maintenance on the equipment, oil changes, greases, washes, etc. without it kicking you onto the driving line & voiding your hour resets on the log.
- 6. At no time will anyone be authorized to unhook, detach, or incapacitate the installed logging equipment and continue to operate under **K & J Trucking** authority. This will be evaluated by **K & J Trucking** personnel and disciplinary actions will be disseminated up to and possible termination of employment or refusal of future dispatch.
- 7. In the event of logging device malfunction, you are required to carry paper logs to be used for a maximum of 8 days in a row. This is a requirement for you to have in your possession.
- 8. According to the FMCSA, you MUST have a copy of the ELD device operating instructions handy and in your possession upon inspection at a roadside stop. The electronic version available on our website or on the device itself is acceptable but you MUST be able to present it to enforcement.

#### **LOG REGULATIONS**

A report is run by the Safety Department that will alert of failures of drivers to follow the Federal Motor Carrier Safety Administration's (FMCSA) current rules. Each driver is required to be knowledgeable about the Hours of Service Regulations. The FMCSA has information posted to review and clarify your questions about the current Hours of Service in place at the current time. <a href="https://www.fmcsa.dot.gov/regulations/hours-of-service">https://www.fmcsa.dot.gov/regulations/hours-of-service</a> If further explanation is needed it is recommended you contact the Safety Department.

**K & J Trucking, Inc.** follows the regulations for Property Carrying utilizing the 70 hours in 8 days. The basic items that need to be manually entered by the driver are the shipping information, trailer

information, fuel stops, pre-trip and post-trip inspections, and arrival and departure for appointments along with the items listed above in item 3.

It is the driver's, owner-operator's, and fleet driver's responsibility to maintain awareness and understanding of the new regulations. Questions or needs for clarification are to be directed to the Safety Director.

#### **Permits**

It is the driver's, owner-operator's, and fleet driver's responsibility to make sure all necessary permits are in the unit's permit book. Lost or missing permits should be reported *IMMEDIATELY*. If you are dispatched to a destination for which you have no permit, notify the office in sufficient time for us to order you a temporary.

# **Training**

**K & J Trucking, Inc.** has certain required training for our drivers. This training includes but is not limited to:

- Weekly Videos
- Safety Videos
- Driver Meetings
- Hours of Service
- Defensive Driving
- Hazardous Materials Training
- Healthy Life Choices on the Road
- Health and Wellness Programs

At **K & J Trucking, Inc.**, drivers are required to be part of the training. Drivers are expected to attend driver meetings when conducted.

# Chapter

4

# **Vehicle Maintenance**

Equipment operating on America's roadways must be in safe operating condition to protect our drivers and the motoring public.

**K & J Trucking, Inc.,** recognizes the value of having a well-maintained fleet of trucks. We don't believe in cutting corners. We spend the extra time and money to make sure our equipment is top-notch. As a result, breakdowns on the road are extremely rare. Our safety record and on-time deliveries far exceed the industry average. We intend to keep it that way.

# **K & J Trucking Maintenance**

With continual improvements in equipment and changes in regulations, we are constantly upgrading our equipment. Our drivers, owner-operators, and fleet operators take pride in their equipment.

Our fleet maintenance program (available to owners and fleet operators upon request) includes:

- Service at regular intervals.
- Company trucks are on a 36-month trade cycle.
- Owner-operators are required to maintain a 48-month cycle unless authorized.
- Our shop inspects every company truck after every trip, even if it is only a day trip.
- Tires, all fluid levels, lights, and brakes.
- Our truck and trailer exteriors are washed before each trip out.
- Our trailer interiors are sanitized before each trip out.
- All trailers are on a 48-month trade cycle.
- All power units go through a 60-day inspection.
- All power units and trailers have annual inspections.

Drivers do not need to be certified mechanics, but **K & J** does expect all drivers to have the following tools to work through some breakdown situations:

- Vise Grip
- Pliers
- Screw Drivers, Philips, Torx and Straight
- Test Light
- 10 Inch Crescent Wrench
- Hammer 2 LBS
- Pulp Thermometer
- Duct Tape
- Wire Ends
- Zip Ties
- Tarp Straps
- Flashlight
- Gloves
- Coveralls
- Winter Hat

Driver Vehicle Inspection Reports (DVIRs) are required to be handed in from roadside inspections within 13 days of the inspection. You can upload these documents to Jennifer using your Transflo scanning app. Documentation must be available for any noted elements that made the vehicle unsafe to operate and were repaired on the road. Any out-of-service violations or warnings found in a roadside inspection shall be included on the DVIR to ensure it was repaired. Proof of the repair will be attached to the company's report as evidence of the fix for the mandated retention period.

All inspection defects are to be reported when returned to the shop. The defects will be fixed before being re-dispatched.

Independent contractors are required to submit a monthly service list to K & J Trucking, Inc. with copies of repair receipts. This documentation may be reviewed in any compliance review K & J Trucking, Inc. may have.

It is the driver's responsibility to see that all DOT-required safety equipment is in the unit. If you are missing a Fire Extinguisher, Flares, or any other safety equipment, please notify the Shop Manager. Also, please check the Fire Extinguishers occasionally to maintain proper working order. Fire extinguishers should be checked at least once per month.

Electrical additions or decorations may not be added to K & J Trucking, Inc. equipment without the Maintenance Manager's authorization. All such additions will be removed in our shop at the driver's, owner-operator's, or fleet operator's expense.

# **Requesting Maintenance**

Our driver website has a section labeled "Forms". In this section is a form to request maintenance on your truck. This is the *best* and most accurate way to alert us to needed maintenance on your truck so we can be sure we schedule you for repairs when you are in the shop.

The image to the right is an example of a paper vehicle report that can also be filled out if you prefer. There is a corkboard to pin these onto in the shop. The same form may be used for both tractors and trailers.

On both form options, please be as specific as possible on the issue. Listing an air leak on the trailer or under the hood is not acceptable. You should have been able to pinpoint it to the right or left side, etc.

If you drop a trailer that needs attention, send this form in with your paperwork.

		VEHICLE REPORT	<u>r</u>		
Fractor #_	Date-Out				
	Air Compressor	☐ Horn		Springs	
	Air Lines	☐ Lights		Starter	
	Battery	Head - Stop		Steering	
	Body	Tail - Dash		Tachograph	
	Brake Accessories	Turn Indicators		Tires	
	Brakes	☐ Mirrors		Tire Chains	
	Carburetor	☐ Muffler		Transmission	
	Clutch	☐ Oil Pressure		Wheels	
	Defroster	☐ Radiator		Windows	
	Drive Line	Rear End		Windshield Wipers	
	Engine	☐ Reflectors		Other	
	Fifth Wheel	☐ Safety Equipment			
	Front Axle	Fire Extinguisher			
	Fuel Tanks	Flags - Flares			
	Generator Heater	Spare Bulbs & Fuse Spare Seal Beam	s		
	ricatei	Spare Sear Beam			
ехріанапо	n of Defects:				
схріавацо	n of Defects:				
Ехріанацо	n of Defects:				
Explanatio	n of Defects:				
expianatio	n of Defects:				
Explanatio	n of Defects:				
хріяпапо	n of Defects:				
expianatio	n of Defects:				
expianatio	n of Defects:				
	n of Defects:				
	age:			Date:	

If an owner-operator needs work done, you must fill out an inspection sheet and hang it in the shop. If you send it in your paperwork, it will not be done.

# Yard Speed Limit 5 MPH

The last thing we need is an accident to happen in our own terminal yards. Please slow down.

# **Trailer Tandem Settings**



This photo shows where the stop bar needs to be inserted to ensure compliance with the state of California. The arrow points to the holes in the trailer's sub-frame for the stop bar. **NOT** to where the rear of the trailer tire should be or the bracket for the mud flap.

This photo shows where the stop bar needs to be inserted to ensure compliance in the rest of the states. The arrow points to the holes in the trailer's sub-frame for the stop bar. **NOT** to where the rear of the trailer tire should be or the bracket for the mud.



# Chapter 5

# **Operations Procedures**

Uniform procedures can save time and money.

# **Dispatch Expectations**

Our customers hire **K &J Trucking, Inc.** and **you** based on the level of service we provide. Therefore, only three (3) late deliveries that are the fault of the driver, owner-operator, or fleet driver will be allowed. This is subject to frequency rate. The driver will either be terminated or no longer dispatched from **K & J Trucking, Inc.** Things such as not waking up, not making the required IVR calls, not leaving home in time to allow for weather or road construction, or just not caring will not be tolerated. If the load is not ready or the roads are closed due to bad weather that is beyond the driver's control and can be worked with. The other drivers, owner-operators, and fleet drivers have not worked hard to have someone jeopardize their livelihood

**K & J Trucking, Inc.** will not be responsible <u>IN ANY MANNER</u> if a driver, owner-operator, or fleet driver does not follow dispatch directions. If a shipper or consignee requests a favor or an extra pick up or delivery, <u>**DO NOT**</u> agree until dispatch OKs the move.

Any overt discourtesy or improper behavior to a shipper or consignee will not be tolerated. If you encounter a problem when picking up or delivering a load, call Dispatch immediately and let them handle it. In many cases, you are the only representative the customer sees from **K & J Trucking, Inc.** As a representative, you are expected to conduct yourself with the utmost professionalism. If you discover that shipper or consignee personnel are rude or discourteous, returning a poor attitude does not solve the problem with the personnel, let the Operations Manager handle the situation. The dispatchers can contact the appropriate personnel to correct the problem. **DO NOT ENGAGE IN AN ARGUMENT IN ANY CIRCUMSTANCE.** 

Strictly from a dispatcher's viewpoint, we ask your patience. We do our best to keep you all moving. No matter how hard we try, you will find yourself either waiting on the telephone or, we hope not too often, waiting for us to find your next load. We try our best and are at times too busy to cover all corners, so we need your cooperation and patience.

# **Open Door Policy**

**K&J Trucking, Inc.** maintains and encourages and open-door policy. We are always willing to listen to your ideas, suggestions, or problems. You, as a driver are the best salesmen and women

the company has. Working together really does work. Should you see another way to complete the job, be sure and bring it to our attention.

# **Loading and Unloading Procedures**

#### LOADING

- All loads must have load locks inside unless you pick up a pre-loaded trailer and are unable to break the seal.
- If you are required to count the freight going on the trailer it is your responsibility to get it right. Do not accept damaged products.
- Before you sign for the load, read what you are signing. The bill of lading you sign at the loading
  point is a legal contract. Be sure the bills show the correct destination, piece, weight, and
  temperature in accordance with dispatch. Call dispatch if any discrepancies.
- Do not slide the trailer tandems any further back than the 3<sup>rd</sup> hole from the rear provided the stop bar is welded in place. Even if the shipper asks you to do so.
- Check the seal and follow the seal procedures located in the back of this handbook.

#### **UNLOADING**

- Appointments are normally set by dispatch, but it is your responsibility to follow up in transit if
  you have not been informed of your appointment times.
- You are required to hire lumpers. Drivers are not allowed to lumper their own loads unless there
  are extenuating circumstances.
- Do not slide the trailer tandems any further back than the 3<sup>rd</sup> hole from the rear provided the stop bar is welded in place. Even if the receiver asks you to do so.
- Follow the additional procedures found in the "Seal Policy" page of the detention manual.

# **Overages/Shortages and Damages to Loads**

To minimize losses due to shortages, damages, and human error, **K & J Trucking, Inc.** has the following claim handling policy.

- If there is a claim on a load, individual shippers have their own procedures to follow. You will need to contact dispatch to find out the steps to follow. Do not leave the dock until you have clearance to do so from dispatch.
- If it is after hours, first contact the claims department for your shipper. Please call dispatch if you need further assistance. You need to use common sense. If it is a case of push-ups (value of \$20) at 3 am, it can wait until 7 am. If it is a box of tenderloins (value of \$500), you need to call ASAP if it is affecting your next delivery or next dispatch.

- From time to time, a shipper may load more products on a load than the shipping papers call for. As soon as a driver is aware of an overage, we expect you to notify the party either that hired us or dispatch. **HONESTY** in dealing is a principle that we abide by here at **K & J Trucking, Inc.** The company is fair with its drivers, owner-operators, and fleet drivers: therefore, we ask you to be fair with the customers. If an overage results, the driver, owner-operator, or fleet driver is to call dispatch and receive instructions on exactly what to do. Also, **do not give this product to the receiver.** Follow instructions from dispatch.
- If you are told to donate, you must donate and obtain a donation receipt. If you are told to dispose, some shippers require a "certificate of destruction" form. Follow instructions from dispatch regarding donation or disposal.
- Company drivers will lose any quarterly bonus for any claims resulting from their negligence or misconduct. Owner-operators and Fleet operators will be responsible for the insurance deductibles for any claims resulting from their or their driver's negligence or misconduct, for further details refer to the Contractor Operating Agreement.

# **BOLs/Lumper Receipts/Documents**

Use the Transflo program to send in your load paperwork. Keep the originals and hand them to the front desk when you come through. Do not toss them, let us destroy them. The cut-off for paperwork is 5 pm on Tuesdays for owner-operators and fleet drivers in Sioux Falls. The cut-off for company drivers is 5 pm on Wednesday in Sioux Falls. The truck number needs to be printed on all the receipts.

You can also leave them in the Guymon, OK office and Lisa will see to it they are sent to the corporate office. The envelopes must be in their hands by 12:00 pm on Tuesdays and Fridays. If you have it in on Tuesday, you will be paid that week. If it comes in on Friday, it will be paid the next week.

The above cut-off for paperwork is subject to change for the following holidays: July 4<sup>th</sup>, Thanksgiving, Christmas, and New Year's.

# **Hazardous Materials**

Under no circumstances will you be allowed to pick up a load with "placardable" amounts of hazardous materials. If a shipper attempts to load you with that quantity of material, call dispatch at once. **K & J Trucking, Inc.** is authorized to haul 1000 pounds or less of Table 2 hazardous materials. All drivers, owner-operators, and fleet drivers have only been trained to haul 1000 pounds or less of Table 2 hazardous materials.

#### **Advances**

At **K & J Trucking, Inc.,** we use EFS fuel cards and paper checks for fueling and advancing money to the driver, owner-operator, and fleet drivers. EFS fuel cards are limited to \$1500.00 daily for fuel (only). Normal cash advances are \$250.00 weekly (unless fleet operators state otherwise) and renew on Saturday at 0001 (12:01 AM) hours. If additional money is needed for lumpers or other truck expenses,

it may be requested from dispatch. Take only the advances you need to operate the truck. We recommend getting your cash advance when you fuel to avoid additional charges.

We **DO NOT** advance for personal items such as bills, daycare, car payments, medication, etc. Plan. Excess advances will not be tolerated.

#### **Conflict Resolution**

Any problems with **K & J Trucking, Inc.** equipment or employees should be addressed to that employee first. If no resolution can be made then address the concerns to Tom Murphy, Operations Manager; Jennifer Raddatz, Safety Director; Mack Pyle, Maintenance Manager; Josh Schipper, General Manager; Dan Schipper, Marketing Manager; or Michelle Koch, President. Rudeness or impertinence to employees in the shop or office will not be tolerated. One of us is usually available weekends and nights at home in the event of an emergency. Every effort is made that one of us will be available if an emergency should arise. The phone numbers are:

Tom Murphy: 605-216-0958 Jennifer Raddatz: 605-366-1464 Mack Pyle: 484-667-3915 Michelle Koch: 605-339-0168 Josh Schipper: 605-366-4417 Dan Schipper: 605-759-7787

# **Separation**

**K & J Trucking, Inc.** requests a two-week notice for drivers and a one-month notice for owner-operators. If you quit without a proper 2-week notice, under dispatch, or fail to follow the outline in the lease agreement, you will never be allowed to return to **K & J Trucking, Inc.** under any circumstances. This information will be passed on when past employment verifications are received.

# **Equipment Abandonment**

If you quit or abandon your tractor and/or trailer in a location other than your home terminal, the cost incurred for retrieval of the tractor and/or trailer by **K & J Trucking, Inc.** will be deducted from your final wage, settlement or charged to the fleet owner. Expenses may include towing, impoundment fee, mileage back to the home terminal at the current rate, airline tickets to the abandonment location of the tractor/trailer, and attorney fees.

# Chapter 6

# **Passenger Program**

Passenger programs are a perk.

It is the preference of our insurance carrier that a motor carrier has a strict no passenger policy in place. However, we recognize the importance of this program and allow passengers on a limited basis. There is an \$8/month fee for the insurance policy that needs to be signed for.

Federal Motor Carrier Safety Regulations mandate no unauthorized persons are to be transported.

#### FMCSR (392.60(a)):

Unless specifically authorized in writing to do so by the motor carrier under whose authority the commercial motor vehicle is being operated, no driver shall transport any person or permit any person to be transported on any commercial motor vehicle other than a bus. When such authorization is issued, it shall state the name of the person to be transported, the points where the transportation is to begin and end, and the date upon which such authority expires.

Therefore, if passengers are to be authorized there must be a written passenger policy in place that is closely monitored by management, is incentive based, and has the minimum following criteria:

- 1. Passengers shall be considered a privilege that drivers can earn.
- 2. The privilege must be tied to safety. **Drivers, owner operators, and fleet drivers should be in good standing to qualify.** Exceptions can be made for spouses that are included on the lease agreement. If there are other circumstances that need to be considered, each case will be looked at and evaluated.
- 3. Passengers are limited to spouses, dependent children over the age of 10, an immediate family member or other approved passenger. Anyone under 10 will be looked at on an individual basis.
- 4. The time of year during which passengers can be taken as well as the type of trip will be evaluated.
- 5. Eligibility will be based on **K & J Trucking, Inc.** safety program that monitors performance and eligibility.

- 6. The passenger taking the trip (or guardian) should complete the passenger Authorization and Release of Liability Form.
- 7. A passenger accident insurance program with acceptable limits must be procured prior to leaving on the trip.
- 8. **K & J Trucking, Inc.** will take strict disciplinary action against the driver who has taken an unauthorized passenger including possible termination or lease termination.
- 9. The passenger must wear a seatbelt.
- 10. Drivers must have acceptable driving records and be serious violation-free with no more than three (3) moving violations in the last three (3) years.
- 11. Passengers are restricted from driving.
- 12. No passenger will be allowed on the customer dock and/or assist in the loading or unloading.
- 13. Approvals or authorization must be in writing from **K & J Trucking, Inc.** The Safety Director must keep a copy and a copy always be carried in the vehicle.
- 14. If your performance becomes below standard when you have a passenger with you, you will no longer be allowed this privilege.

Please see the Safety Director or Safety Manager if you meet the above criteria to fill out the correct forms.

# **Pet Policy**

Company drivers, **K & J Trucking, Inc.** does allow pets to be in the truck with the understanding that any equipment damage sustained is the responsibility of the driver to pay for repair or replacement of said damaged equipment. There is also the cleaning up of the truck after switching units. Should there be excessive pet hair or stains in the carpeting or extra effort needed to clean up the truck to be sold, the driver would be under obligation to cover that cost as well.



# Passenger Authorization Form

I. PASSENGER AUTHORIZATION		^
This document constitutes authority by K & J	Frucking, Inc. ("Carrier") for	("Passenger")
to be transported as the only passenger with		following specified trip.
Beginning Date: End Date: Origin: Destination:		
Driver Name: Unit Number:		
reasons. Passenger is not authorized to operate labor associated with the Equipment or load at By signing below, Passenger acknowledges an contractor providing goods or services to Carri passenger under the Passenger Accident Policy	on is reached and shall not include any deviations of the unit or associated trailer (collectively "Equipm any time. Passenger (s) must wear seat belt when a dagrees that Passenger is not an employee of Carroller. For my own protection, I hereby request coverage underwritten by national Union Fire Insurance concking to deduct the premium of \$8 for each month s	ent") of to perform any riding in vehicle. er or an independent ge for the above named npany of Pittsburgh, PA for
II. RELEASES OF LIABILITY		
Carrier from any and all claims, liabilloss of affection or of consortium, hits affiliates, employees, agents, office Carrier as a counter claim to or as a deinstituted, or taken on behalf of the Dr Release.  B. Passenger's, Parent's or Guardian's allow Passenger to side in the Equipm of 18, by signing below, hereby releas claims, liability, right, actions, suits a directors, or successors. Moreover, the delense in bar or abatement of any act Passenger. Passenger also agrees that	engento rido in the Equipment, Driver, by signing beity highs, actions, units and demands, including any ether in any law or in equity, that Driver may have a cook, directors or successors. Moreover, this signed Refense in har or adatement of any action of any kind river. Driver also agrees that the laws of South Dakes Full Refease of Liability. In consideration for Casent, Passenger, or Passenger's parent or guardian if see Carrier, with respect to the authorized transportary and demands, Carrier including its affiliates, employ as signed Release may be pleaded by Carrier as a colion of any kind whatsoever brought, instituted, or the the laws of South Dakota shall govern this Release.	rights under a claim of against Carrier, including telease may be pleaded by whatsoever brought, ota shall govern this crier's authorization to Passenger is under the age tion, from any and all eyes, agents, officers, bunter claim to or as a sken by or on behalf of
Driver's Signature	Driver's Printed Name	Date
Passenger's Stanton (Or Guadian)	Passenger's Printed Name (Or Guardian)	Date
Beneficiary of passenger  Authorized By:	Relationship to passenger	
Representative of Carrier Signature	Printed name and Title	Date

# Chapter

7

# **Controlled Substances & Alcohol Testing Policy**

All drivers who drive Commercial Motor Vehicles (CMV) which require a Commercial Driver's License (CDL) are subject to controlled substances and alcohol testing. Anyone who conducts a safety-sensitive function with Commercial Motor Vehicles is required to be part of the controlled substance and alcohol testing at **K & J Trucking**.

If you have questions about this controlled substances and alcohol testing, contact Jennifer Raddatz, the designated employer representative (DER), to answer questions.

The Circumstances in which the driver will be tested are:

- Pre-employment
- Reasonable Suspicion
- Random
- Return to Duty
- Post-Accident
- Follow Up

All definitions, regulations, and procedures used to test for controlled substances and alcohol to protect the integrity of the testing process, safeguard test validity, and ensure results are attributed to the correct driver are found in 49 CFR Parts 40 and 382. They are incorporated into this policy and are attached.

All CDL drivers who drive CMVs are required to submit to alcohol and controlled substances testing.

When a positive drug screen, verified adulterated or substituted test result is reported by the MRO to **K & J Trucking**, **Inc.** DER the driver will immediately be removed from dispatch or from the truck. **K & J Trucking** will not accept anything but a negative test as a passing drug screen, as either a pre-employment or a random collection. Should a negative dilute be reported, the person has the option to re-test using the hair follicle test to confirm a negative drug screen.

K & J Trucking, Inc. maintains a drug and alcohol-free workplace.

**K & J Trucking** prohibits the illegal possession, use, sale, distribution, dispensing, transfer, or manufacturing of a controlled substance or alcohol while at work, on company property, under dispatch, or while on company business. No employee, owner-operator, or fleet operator driver is permitted to go on duty or to remain on duty if he or she possesses or has the presence of controlled substances or alcohol in his or her system. We also require, if necessary, a fitness-forduty medical evaluation any time an employee, owner-operator, or fleet operator driver, by his or her actions or behavior, gives **K & J Trucking, Inc.** reasonable cause to determine whether he or she has violated the **K & J Trucking, Inc.** Drug and Alcohol Policy.

Only those drivers, owner-operators, or fleet operator drivers that have been dispatched through **K & J Trucking, Inc.** for over 5 years and have no other performance issues will be allowed to complete an SAP program, a return to duty, and follow-up tests as prescribed by the substance abuse professional.

# **Employee Assistance**

We have included a listing of facilities in the Sioux Falls area that can assist you with professional counseling. If you or any member of your family needs help in the areas of finance, law, marriage, drugs, alcohol, gambling, eating, grief, anxiety, or any other emotional problems please contact one of the places listed below.

#### Stronghold Counseling Services

www.strongholdcounseling.com - (605) 334-7713

Catholic Diocese of Sioux Falls Offices: Catholic Family Services www.sfcatholic.org - (605) 334-9861

Southeastern Behavioral Healthcare: Counseling & Children's Services www.southeasternbh.org - (605) 336-0510

#### Bethesda Christian Counseling

www.bethesdachristiancounseling.org - (605) 334-3739

#### Sioux Falls Psychological Services

www.sfpsychological.org - (605) 334-2696

Lutheran Social Services of Sd: Sioux Falls Area Counseling Center www.lsssd.org - (605) 444-7500

#### Avera Behavioral

www.avera.org/services/behavioral-health/- (800) 691-4336

#### Sioux Empire Christian Counseling

siouxempirechristiancounseling.com - (605) 271-0261

#### Volunteers Of America Dakotas:

www.voa-dakotas.org - (605) 334-1414

# **Controlled Substance Program**

# **Designated Employer Representative**

Company Contact Name: Jennifer Raddatz – Safety Director Company Backup Contact Name: DJ Knowler – Safety Manager

# **Third-Party Administrator**

**OccMed Sanford Health** 

900 E 54<sup>th</sup> Street N Suite 200 Sioux Falls, SD 57104-0647 605-328-9339 605-328-9301 fax



# **Equal Employment Opportunity (EEO)**

# **General EEO Policy**

**K & J Trucking, Inc.** provides equal employment opportunities to all drivers, owner-operators, fleet drivers, staff members, and applicants for employment without regard to race, color, religion, sex, national origin, age, physical or mental disability, status as a special disabled veteran or veteran of the Vietnam-era. In addition, **K & J Trucking, Inc.** complies with all applicable state and local laws governing nondiscrimination. This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, termination, transfer, leaves of absence, compensation, benefits, company-sponsored, and social and recreational programs.

# **Policy on Harassment**

**K & J Trucking, Inc.** is committed to maintaining a positive constructive working environment where all drivers, owner-operators, fleet drivers, and staff members may pursue personal career satisfaction. **K & J Trucking, Inc.** will not tolerate harassment based on race, color, religion, sex, national origin, age, physical or mental disability, status as a special disabled veteran or veteran of the Vietnam era, or any other protected characteristic afforded protection under state, municipal or local law. These forms of harassment not only violate Company policy, but they are violations of state and federal law.

**K & J Trucking, Inc.** has adopted a policy of "zero-tolerance" with respect to unlawful drivers, owner-operators, fleet drivers, and staff member harassment. In this connection, **K & J Trucking, Inc.**, expressly prohibits any form of unlawful harassment. Improper interference with the ability of **K & J Trucking, Inc.** drivers, owner-operators, fleet drivers, and staff members to perform their expected job duties is not tolerated.

Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, drivers, owner-operators, fleet drivers, and staff members are responsible for respecting the rights of co-workers and assisting in creating an atmosphere free of discrimination and harassment.

A driver, owner-operator, fleet driver, or staff member who believes that he/she has been subject to or has knowledge of harassment as outlined in this policy is requested to immediately contact the General Manager or Human Resources. Such complaints or inquiries will be kept confidential to the extent possible and will not be recorded in the personnel file of the individual filing the complaint. A prompt investigation will be conducted, and steps will be taken to prevent further harassment. If appropriate, disciplinary action, including the possibility of termination will take place. In addition, as appropriate under the circumstances, the Company will take other corrective actions designed to remedy the situation. The staff member who registers a complaint will be advised of the determination of the investigation.

The Company will not retaliate against a driver, owner operator, fleet driver, or staff member who makes a report of discriminatory harassment in good faith or assists in a complaint investigation, nor will it permit any manager to do so. Retaliation is a serious violation of this policy and should be reported immediately. Any person found to

have retaliated against a driver, owner-operator, fleet driver, or staff member for making a harassment complaint will be subject to disciplinary action, up to and including possible termination or cancellation of a lease.

If, after investigating any complaint of harassment or unlawful discrimination, **K & J Trucking, Inc.** determines that the complaint is not bona fide and was not made in good faith or that a driver, owner-operator, fleet driver, or staff member has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

Sexual harassment is a form of sex discrimination as with other forms of discriminatory harassment will not be condoned or tolerated. All provisions of this policy apply to cases of sexual harassment.

#### **Harassment**

Discriminatory harassment includes verbal or physical conduct designed to threaten, intimidate, or coerce and may impair a person's ability to do his or her job. Harassment may take many forms such as those contained in the partial list below or any other offensive conduct relating to an individual's race color, religion, sex, national origin, age, physical or mental disability, veteran status, or other protected characteristic:

- Hostile, threatening, or intimidating actions, gestures, or physical interference with normal work or movement.
- Slurs.
- Taunting.
- Verbal abuse or epithets.
- Degrading comments or jokes.
- Displaying derogatory objects (including t-shirts), cartoons, posters, drawings, or pictures.

### Sexual Harassment

Sexual harassment is a form of sex discrimination and is defined as unwanted sexual advances or visual, verbal, or physical conduct of a sexual nature. The definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, or posters.
- Verbal conduct: making or using derogatory comments, epithets, slurs, and jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading
  words used to describe an individual, suggestive, or obscene letters, notes, or invitations.
- Physical conduct: touching, assaulting, impeding, or blocking movements.

# Chapter 9

# **Settlement Program**

#### Fleet Drivers & Owner Operators

For **K & J Trucking**, **Inc.** to be timely in our pay or settlements to you our drivers, we need trip paperwork as soon as possible. The paperwork cutoff is described above on page 26.

Owner-operators and fleet operators will be responsible for insurance deductibles of any claims resulting from their or their driver's negligence. Physical damage deductible is \$1,000 or \$2,000 if you do not have a deer guard. Liability deductible is \$2,000 or \$3,000 if you choose not to have (or do not have a working) camera. Cargo deductible is \$2,500. These are subject to change with renewals in November each year. That total could come to \$7,500.

When there are backing incidences, an additional \$100.00 will be deducted from your settlement of the owner/operator beyond the cost of the deductible for the repair. We highly recommend that you pass this cost on to your driver to make them aware of the cost of this incident which was completely preventable.

A driver may not jump from one fleet operator to another without being apart from **K & J Trucking** for 30 days. That also means they may not go from company to owner-operator or from fleet driver to owner/operator or company driver without being apart for 30 days unless all parties involved agree to a shorter time. During their first 6 months, a fleet driver may move to a company driver if there is a dispute that cannot be resolved with their fleet owner, but this is a rare occurrence.

## Safety Incentive Program - Owner Operators & Fleet Drivers

1st year\$ 25 plus safe driving pin & patch2nd year\$ 75 plus safe driving pin & patch3rd year\$125 plus safe driving pin & patch

For every year of safe driving thereafter, **K & J Trucking, Inc.** will pay an additional \$50 per year to be added to the previous year's amount.

If a driver is involved in a chargeable accident or receives an OOS roadside inspection that is a blatant negligent driver issue, they will start anew from the date of the incident.

To be eligible for receipt of any bonus pay from **K & J Trucking, Inc.** the owner operator or fleet driver must be in good standing with the company at the time of issue and have completed at least 100,000 miles.

Informational purposes only – the information in this addendum does not form a contract.

# **Driver's Manual Acknowledgement**

This manual was created to provide guidance in understanding our policies and procedures. It is your responsibility to read and review the contents of this manual. **K & J Trucking, Inc.** drivers, owner operators, and fleet drivers receive a driver's manual covering the topics listed here. Compliance with these topics is expected while operating under **K & J Trucking, Inc.**'s operating authority.

Ι,	acknowledge receipt of this driver manual including the
Driver's Printed Name Here	
K & J Trucking, Inc Alcohol and Controlled Substances policy (Chapter 7) and I completely understand it	
Driver Signature	Date



# **LOAD INFO**

For Independent Contractors, Company Drivers, and Fleet Drivers

# **Seal Procedures**

#### **General Load Guidelines**

All Loads for K & J Trucking must be sealed and have a seal record documented on the BOLs. This protects us from shortage claims, showing that the product was not stolen in transit. It is also crucial to food product loads, as quality control is compromised if the shipper or receiver cannot prove that the product was not tampered with. A sealed trailer with a seal record is vital to protect us from claims.

These are the procedures to follow to ensure proper seal documentation:

#### At The Shipper:

- 1. Always carry a K & J seal into a shipper you are unfamiliar with. Before signing the bills, ask the shipper if they provide a seal. If they do not, document the K & J Seal # on the bills prior to signing them.
- 2. If the shipper provides a seal, be sure the seal # is documented on the bills.
- 3. If picking up a preloaded trailer at a shipper, verify the seal # on the bills with the seal # on the trailer.
- 4. Check the seal on the trailer that is properly secured and fastened.
- 5. Use the seal guard to protect the seal.

#### At The Receiver:

- 1. Have the guard or the receiver sign the bills "seal in-tact" before unloading (Tyson Foods has a very good seal record area on their bills. Use that area if possible).
- 2. If the receiver refuses to sign for the seal:
  - a. The First call is to your shipper (often a claims number) if they have a claim or problems # on the bills. Report it to them and follow their direction. If they tell you to break the seal and deliver, document the name of the person on the bills.
  - b. If there is no number to call on the bills, you must call dispatch. If it is during daytime hours, we will contact the shipper. If it occurs after hours, we will make our own documentation on the call and instruct you properly at that time.

## **Multi-Stop Loads - Continuous Seal Record**

If you have a multi-stop load, you must have the receiver sign for the seal # coming in, and sign "re-sealed seal # XXXXXX", for the seal going out. This properly documents the seal record between stops.

## **Known Exceptions to the Rule**

Tyson to Tyson: Dakota City to Ottawa, Amarillo, Sherman

Bel Cheese to Wilmington, IL: Follow Wilmington's procedures.

All deliveries to Walmart: Follow Walmart's procedures.

#### **Produce Guidelines**

- 1. The product must be pulped (the best method is a temperature gun) while loading, record the temperature variations on the bills. Be persistent because once the product is on the trailer you are responsible for it.
- 2. Make sure that the condition of the product is acceptable and that the case count is correct. (Don't accept damaged or crushed cases).
- 3. Make sure the shipper signs the bills for the proper shipping temperature and run the unit on a continuous run at that temperature.
- 4. All our trailers have smart units on them, so no Ryan Recorder is necessary, but if the shipper wants to put one in that is fine. If the shipper says you must buy one, please call dispatch ASAP.
- 5. While you are in transit you must continue to pulp the air temperature. You can do so by placing your pulp thermometer in the vent door of the trailer and checking it every 4-5 hours.
- 6. As always, if you have any doubts or concerns, contact dispatch immediately.

#### **Ice Cream Guidelines**

- 1. When you pick up your load check to see if the unit is set at the proper temperature. In extremely warm temperatures, set the unit on continuous run. If you have any concerns regarding the temperature, set the unit on continuous run and discuss your concern with dispatch and maintenance.
- 2. If you have a multiple drop load, and they are taking more than 30 minutes to unload a drop you must pull away from the dock, shut the doors, and start the unit to cool the product down. The receiver may complain but we must do it this way so that we do not jeopardize the condition of the product in the trailer. Call us immediately if there is a problem with the receiver, and we will contact the receiver or the shipper regarding the situation.



# Dickinson, ND

#### **Plant Procedures:**

- 1. Drop trailers clean, and full of fuel.
- 2. There is no washout facility on site.
- 3. Inbound loads must be sealed & seal # must be recorded on bills!!
- 4. Outbound Product is Frozen 10
- 5. Verify seal on bills to seal on the trailer for outbound loads.
- 6. Do not U-turn in front of the main office. May U-turn in front of the docks or go around the block. (See map below)

#### **In-Transit Procedures:**

- 1. No in-transit call-in requirements.
- 2. Maintain -10

#### **Detention Procedures:**

1. Notify Dispatch at the two-hour mark if held up at the receiver.

#### **Claims Procedures:**

1. Call Dispatch with Claims/Discrepancies.





# Plant location: Brookings, SD Shipping to Wilmington, IL and Leitchfield, KY

#### Plant Procedures:

- 1. Must have  $\frac{3}{4}$  + tank of reefer fuel.
- 2. Must slide trailer tandems to the back.
- 3. There is no washout on site.

#### **In-Transit Procedures:**

1. No check calls needed to Bel.

#### **Detention Procedures:**

1. Contact dispatch if detention occurs.

#### **Claims Procedures:**

1. Contact dispatch for a claim.

#### Deliveries to Wilmington, IL:

- 1. Drop trailers are used in Wilmington. Dispatch will assign empty trailer to take out.
- 2. Dropped trailer must have  $\frac{3}{4}$  + tank of reefer fuel.
- 3. Drop trailers can go in up to 24 hours prior to delivery appointment.

#### Deliveries to Leitchfield, KY:

1. There are no drop trailers in Leitchfield. Live unload only.



# Locations: Plymouth, WI and Manchester, TN

#### **Shipments:**

Dalhart, TX to Plymouth, WI / Dalhart, TX to Manchester, TN Milbank, SD/Lake Norden, SD /Hull, IA to Plymouth, WI Jerome, ID to Plymouth, WI Manchester, TN to multi-stop D/FW TX

#### **Shipping Plant Procedures:**

- 1. The trailer must be clean and free of debris.
- 2. Precool to 36 degrees, follow temperature according to bills. Ask dispatch if the reefer should be continuously run or stop-start. (Varies from plant to plant. Raw material loads are stop/start, i.e., inbound loads to Plymouth, and Manchester. Outbound loads are continuous run, i.e., outbound loads from Plymouth/Manchester)
- 3. Load **MUST** be sealed and locked (Bills signed in-tact at receivers).
- 4. There are no washout facilities on site for Great Lakes Cheese shippers.

#### **In-Transit Procedures:**

1. None

#### Detention

1. Call K & J dispatch if you have loading or unloading detention.

#### Claims:

1. Call 800-677-7248 Ext. 7248 for claims or discrepancies.



# JBS/SWIFT Worthington, MN (Pork)

#### **Plant Procedures:**

#### Trailer Drop

- 1. Check Trailers in <sup>3</sup>/<sub>4</sub> to full of fuel at Tri-State Wash when they are open (Mon-Sat, Closed Sundays)
- 2. On Sundays, be sure fuel is 3/4 to full, and drop in the lot north of Tri-State Building.

#### Trailer Pickup

- 1. Loaded trailers are parked behind the plant. Check-in at the plant guard shack.
- 2. This is a bio-secure area. No Photos allowed. They want to you hook up and depart as quickly as possible.
- 3. Cannot use scale.
- 4. Check out at the guard shack. May stay in the truck. They will verify the seal and bring the bills.

#### **In-Transit Procedures:**

- 1. No in-transit calls required.
- 2. Maintain temp as per BOL.

#### **Unloading Procedures:**

1. Notify dispatch at two-hour mark past appointment, to collect detention.

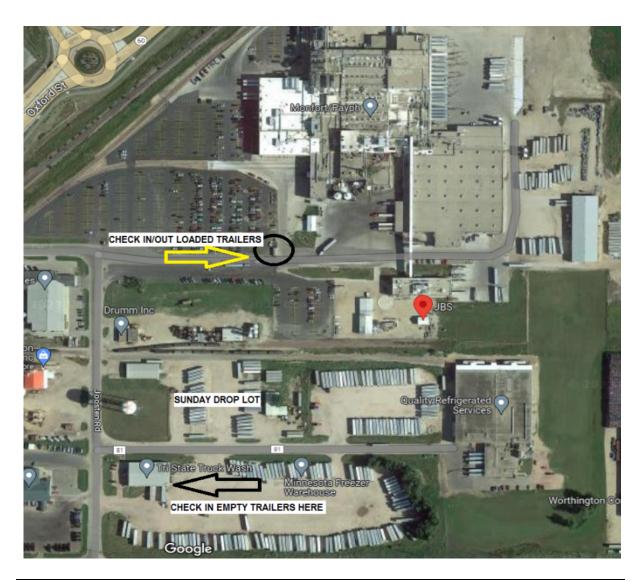
#### **Claims Procedures:**

1. Call JBS Claims **1-800-978-9777** as well as dispatch to inform of the claim.

(Map on Next Page)



# JBS/SWIFT—Map Worthington, MN (Pork)





## Liberal, Kansas & Dodge City, KS

#### **Plant Procedures:**

- 1. Trailer must be <sup>3</sup>/<sub>4</sub> + Reefer Fuel
- 2. Slide Tandems to the back
- 3. Washout on-site at both facilities

#### Loading and Detention Procedures:

- 1. When your load isn't ready at DDT, you must call Customer Service in Kansas City at the time of DDT. Ph # 877-875-2333, press 1 for the KC Office, then 1 for Dodge City, and 2 for Liberal Loads. Get the name of whom you speak with or leave a voicemail with your load # if no one answers.
- 2. <u>All communication</u> with National Beef from this point on must be made with Customer Service. Not the guard shack at the plant, not loadout at the plant. <u>It must be made with Customer Service only.</u>
- 3. Ask Customer Service if they will call you once the load is ready. If they won't, ask them how often to check-in. Inform them of your plans if it is not a reasonable schedule (hourly).
- 4. You must call them when loaded and departing.
- 5. Make notes of each phone call, date, and time, and whom you spoke with.

#### **In-Transit Procedures:**

- 1. Check call needed to National Beef by 1000 on transit days.
- 2. If you do not make check calls National will charge us \$50!!!

#### **Delivery and Detention Procedures:**

- 1. You must <u>make an arrival call</u> with Customer Service BEFORE your appointment times at each receiver.
- 2. If the customer is first come, first serve you must arrive at the beginning of their receiving hours.
- 3. You must call National Beef when completed at your stop off.
- 4. If you have multiple stops, you <u>must make a call to national Beef when arrived and finished at EACH receiver.</u>

#### (Continued on next page)



# (continued)

#### Claims:

1. Call National Beef 1-877-875-2333 Ext. 1, then Ext. 3. If you have trouble reaching someone or are still waiting for a call back after hours, please call 1-800-449-2333 and press #2 to get a customer service representative.

#### Lumpers:

- 1. <u>ALL</u> lumpers need authorization from National Beef! Call in each lumper fee from <u>each</u> stop prior to paying.
- 2. If the total of all lumpers combined exceeds \$150 you will need an authorization number from National Beef. Put the authorization # on your bills and report this # to Guymon dispatch.
- 3. FSA are directly billed. If you are being asked to pay you need to verify with National before paying.



# DINUBA, CA DENISON, TX FLORENCE, SC US COLD: TULARE, DENTON, GAFFNEY, NC

#### **Plant Procedures:**

- 1. Drop trailers clean, and <u>full</u> of fuel.
- 2. Drop trailers MUST have two load locks, the charge to replace is \$100 each.
- 3. Inbound loads must be sealed & seal # must be recorded on bills!!
- 4. Outbound Product is Frozen 10
- 5. There is no washout facility on-site.
- 6. Verify seal on bills to seal on the trailer for outbound loads.

#### **In-Transit Procedures:**

- 1. No tracking procedures are needed for Ruiz.
- 2. Maintain -10 degrees.

#### **Detention Procedures:**

1. No need to call dispatch for detention unless excessive and action needs to be taken.

#### **Claims Procedures:**

1. Call dispatch with claims/discrepancies.



# Sioux City, IA St. Joseph, MO Guymon, OK

#### **Plant Procedures:**

- 1. All drivers must show CDL when entering and leaving the Seaboard Facility.
- 2. All trailers must have <sup>3</sup>/<sub>4</sub>- **FULL** tank of reefer fuel.
- 3. They ask that all trucks go in with no more than ½ tank of fuel for weight purposes.
- All trailers must be fully inspected before leaving Seaboard Farms. Any damages must be documented by Seaboard Security.
- 5. Run unit temp as requested on Seaboard Bills.

#### **Detention Guidelines:**

- 1. Plant detention is paid on a case-by-case basis. No call-in requirements are needed. Please call if you feel your wait time is excessive.
- 2. Unloading detention starts after 3 free hours. Dispatch will handle the detention procedures. If you feel your unloading time is excessive, call dispatch.
- 3. No calls are required after hours.

\*\*When inquiring about when a load is, contact:

Guymon at 580-338-9641 St. Joseph, MO 816-396-2793 Sioux City 712-226-7800

#### Claims:

Call # 1-888-690-9084 (also on bills)





If you can't find your loaded trailer in the loaded line, or the docks near the loaded line, please go around the building to the docks on the southeast side to check for the trailer at these docks.



## SIOUX FALLS, SD

#### **Loading Procedures:**

- 1. There is no washout on site.
- 2. Drop Trailers in <sup>3</sup>/<sub>4</sub> full.
- 3. Can call 605-330-3702 to find if the load is ready.
- 4. Shipping will have your phone # from dispatch to contact you when it's ready. Don't fully trust it though, be on-site by pull time to obtain detention.
- 5. Check in at the guard shack and follow instructions on where to drop.

#### **In-Transit Procedures:**

- 1. Maintain temp as per BOL.
- 2. No in-transit check calls are required.

#### **Unloading Procedures:**

1. Contact Dispatch if delays at receivers. If over two hours during normal business hours only. Contact dispatch on nights and weekends only if the delay is causing problems with the next load.

#### Claims:

- 1. During business hours email lossprevention@smithfield.com or call 888-704-2637.
- 2. After business hours, email lossprevention@smithfield.com <u>AND</u> email logisticalservices@smithfield.com. Or call 888-704-2637.



#### **Dropping Trailers:**

- <u>ALL</u> Trailers must have  $\frac{3}{4}$  + tank of reefer fuel when dropping at <u>ALL</u> Tyson plants, ALL the time. Whether live loading, live unloading, dropping, or picking up, it must have  $\frac{3}{4}$  + tank of reefer fuel.
- Trailer Tandems must be slid to the back at all plants before dropping.

#### Check Calls:

• Check calls to Tyson are made through the Transflo system. No calls are necessary to Tyson if Transflo loaded, and arrival messages are done properly. If your Transflo is malfunctioning, phone calls must be made to their IVR system. You will need to call the IVR UPON ARRIVAL AND DEPARTURE FROM THE SHIPPER AND RECEIVER, and daily while en-route at 630 and again at 1230pm. IVR ph # 1-888-963-7890.

#### **Detention:**

• K & J will make the proper notification calls to Tyson to collect detention.

#### Claims:

- THE PHONE NUMBER FOR ANY CLAIM IS PRINTED ON THE BOTTOM OF YOUR BILLS.
- Tyson wants to speak with the driver. Call the claims line to report the claim to Tyson. Call dispatch to inform us that the claim is being processed, or the disposition of the claim as directed by the Tyson claims. Report to dispatch the claim #, and name of the person you spoke with.

#### **Unloading:**

• Always get a receipt.