

# **Elite Fleet/Guarantee Salary Agreement**

**(12/8/08 revision)**

To maintain service continuity, Aim Dedicated Logistics maintains regional Elite Fleet drivers. Our goal is to provide our customers well-trained, well-groomed, efficient, and professional drivers who can perform as well as our regularly assigned account drivers. Elite Fleet drivers primarily fill in for regular account drivers during periods of vacations, illnesses, injuries, and other driver absences and provide additional driver support as required by our customers or as needed by AIM Dedicated Logistics. AIM Dedicated Logistics will provide proper training for Elite Fleet drivers at various locations throughout the region. Elite Fleet drivers are regular employees of Aim and are expected to maintain the same standards of conduct and accountability as all Aim employees. Elite Fleet drivers are guaranteed a minimum salary determined at the time of employment based upon the needs of AIM Dedicated Logistics and the experience and skills of the driver. **Payment of this guaranteed amount is dependent upon, but not limited to the fulfillment of the following requirements;**

- 1) As permitted by available hours of service, drivers must accept work assignments as determined by Central Operations. If assigned to a work location outside the region (approx. 15 miles from Domicile), drivers will be reimbursed for use of their personal vehicle beyond the 15 miles. There will be no mileage reimbursement for work assignments neither within assigned regions nor for travel to any account or location considered to be within the region of the domicile as determined by Central Operations.
- 2) Elite Fleet drivers must comply with all DOT Hours of Service log and Aim Safety Department requirements.
- 3) Elite fleet drivers will have an accident kit and camera in their possession at all times.
- 4) Elite fleet drivers must have a working home telephone number and must return all AIM calls within 30 minutes. AIM will either provide a monthly stipend towards a driver's personal cell phone for business use or a company cell phone on a case-by-case basis. Response to calls is the same for cell phones as listed for home phones in this paragraph.
- 5) Elite fleet drivers must be able to work all accounts. Some of these accounts require weekend, holiday and/or overnight work. AIM will provide proper training for each account as necessary.
- 6) Training: Training pay is 1/5 of your Guarantee salary per day. Training can occur at any account where a driver has limited experience. Training pay is at the discretion of Central Operations. All Elite Fleet drivers will be notified that they will be receiving training pay before they report to their work assignment.
- 7) Cell Phone: Elite Fleet drivers may be eligible for a \$25 a month reimbursement for their personal cell phone use for company business. To be eligible for this reimbursement, the driver's personal cell phone plan must be reviewed by Central Operations to meet minimum calling requirements during peak hours and have itemized billing. Upon driver request, any cost reimbursement over the \$25 allowance for company calls must be reviewed and approved by Central Operations. Drivers utilizing personal phones are still required to respond to Central Operations as above.
- 8) Drivers who are unassigned or who have completed their assignment must contact Central Operations by 19:00 and again at 07:30 the following morning unless they have been otherwise assigned within this time frame.
- 9) Drivers who refuse work assignments for any reason, including but not limited to unexcused report-off, will lose their weekly guaranteed salary for the affected week and may be subject to termination.
- 10) Drivers are expected to be able to work after completing their legal break, regardless of the day, including weekends/holidays, or time of day.
- 11) All Drivers will fill out a DOT Drivers Log and an AIM Trip sheet for every day of the week, including weekends/holidays, even if you do not work that day. Days not working: put the days date on the trip sheet, your name and the coordinators name that told you that there is not any work and write on the bottom of the trip sheet "NO WORK PER 'coordinators name'".
- 12) All paperwork, including your driver logs, must be submitted to the account supervisor worked for on a given day or placed in the designated area in the absence of an account supervisor. Paperwork created by shuttle moves or other AIM Nationalease moves must be turned in to the appropriate shop foreman or AIM manager on duty at the time of completion. Drivers must also be aware that no trip report or trip sheet will be accepted that is not accompanied by

the appropriate driver log for the period covered by the trip sheet. This will result in the driver not being paid for the work represented by the trip sheet until such time as an appropriate log is physically turned in, in conjunction with the trip sheet. Any time a driver is missing Drivers Logs for the previous week, he or she will be subject to being placed out of service, at the discretion of Central Operations and / or the Safety Department, with “**NO PAY**” until they are turned in. Drivers that have paperwork unaccounted for at the start of each week are also subject to the loss of their Guarantee amount until such time as any and all required paperwork is properly remitted.

**13) Availability, Vacations and Holidays.**

Elite Fleet driver availability shall not be confined to a set amount of days worked in a calendar week but rather by legal hours available to work. The lack of a current assignment for the morning of any given Monday through Friday or other scheduled time does not necessarily mean that a “day off” is automatically given. Elite Fleet drivers shall not engage in any activity or consume any substance that would make them unavailable to accept an assignment until after 18:00, Monday through Friday. Such activities and/or consumptions that are engaged in by the Elite board driver before 18:00 on the given days of the week will not be accepted as an appropriate reason for refusal or inability to take an assignment given before such time. Drivers engaging in such activities or consumptions before 18:00 Monday through Friday and are unable to accept dispatch due to such will lose their Guarantee amount for the affected week. Habitual offenders may be subject to further disciplinary action, up to and including discharge. If a driver is scheduled to work on any other day or time not listed here (including weekends/holidays), those days are treated as any other work days under the normal AIM and DOT rules and regulations. Elite Fleet drivers shall not assume that they have not been scheduled for any given holiday and will be considered as on-call if not directly scheduled to work or have been given the holiday off by a Central Operations Coordinator. Elite drivers that would like a particular holiday scheduled as “off” should request the holiday off to a Central Operations Coordinator as soon as possible. Granting “off” status for holidays is at the sole discretion of Central Operations, which will take into account business levels, customer service and many other factors before determining holiday scheduling. Vacation weeks run from Sunday to Saturday. Drivers are expected to be available to work on the Sunday following their allotted vacation time and should be personally rested and ready to report for dispatch by 00:01 on said Sunday.

**14) Reporting Responsibilities:** Elite Fleet drivers are supervised directly by Central Operations. Regional Coordinators are also able to direct and supervise Elite Fleet drivers in the absence of Central Operations coordinators. However, only Central Operations can approve vacation or other time scheduled “off” for Elite Fleet drivers. Elite Fleet drivers assigned to a supervised account shall treat the account supervisor as their supervisor in all matters related to the dispatch at hand. Any and all administration functions for Elite Fleet drivers are the sole province of Central Operations.

By my signature, I accept the terms, provisions and parts of this agreement and agree to abide by all terms, provisions and parts therein. I also understand that if I am in violation of any of the above terms, provisions and parts of this agreement that I may be subject to disciplinary action, up to and including discharge. Furthermore, I am aware that this agreement does not constitute a contract of employment between me and the company, nor does it guarantee continuing employment in any form or context.

**Guarantee weekly amount \$ \_\_\_\_\_ for Elite Fleet/Guarantee Board**

Driver Name (Print): \_\_\_\_\_ Date \_\_\_\_\_

Driver Signature: \_\_\_\_\_ Date \_\_\_\_\_

Coordinator Name (Print): \_\_\_\_\_ Date \_\_\_\_\_

Coordinator Signature: \_\_\_\_\_ Date \_\_\_\_\_

cc Employee  
Employee File