



ACKNOWLEDGMENT

I acknowledge that I have received a copy of the **Orlando Logistics** Employee Handbook **2005** provided to me by Frito-Lay, Inc.

EMPLOYEE

Employee's Name (print)

Employee's Signature

Date

MANAGER

Manager's Name (print)

Manager's Signature

Date

ORLANDO LOGISTICS



EMPLOYEE HANDBOOK

UPDATED: June 2005

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I. GETTING TO KNOW FRITO-LAY

Welcome To Frito-Lay!

Frito-Lay employees are the most important part of our success as a company, and we are very interested in the success of our employees.

The handbook is designed to provide important information about your job, answer some of your questions about your employment, and explain certain company policies. It is not intended to be all inclusive and Frito-Lay reserves the right at any time to modify, revoke, suspend, terminate or change any or all terms of this handbook, plans, policies, or procedures, in whole or in part, without having to consult or reach agreement with anyone, at any time with or without notice.

This handbook supersedes all prior policies and procedures of Frito-Lay, whether oral or written, and may only be amended by a written document signed by the Senior Vice-President of Human Resources of Frito-Lay. Oral statements that are contrary to this statement by any employee, representative, or officer of Frito-Lay shall have no force and effect. Finally, where the provisions of the handbook conflict with specific written plan documents, such as employee benefit plans, the language of the specific plan document will prevail.

The basis of employment with Frito-Lay is employment at will. Therefore, both parties have the absolute right to terminate the relationship at any time, with or without cause and notice. The Employee Handbook is being provided to you for informational purposes only. While Frito-Lay expects you to abide by the policies and procedures described in this handbook, the handbook is not, and should not be implied or construed, to constitute a contract or contain contractual commitments of any kind.

Please read this handbook carefully. Your understanding of its contents and your suggestions for improvements will ensure good working relationships now and in the future. If you have any questions, feel free to ask your Manager or your Human Resource Representative. They are here to help you.

We hope that your association with Frito-Lay will be both rewarding and enjoyable. By working together, we can keep Frito-Lay one of the finest and most successful companies in the industry.

Frito-Lay employees are the most valuable assets of our Company. We are concerned about your success as a new employee.

History -- Still in the Making

Frito-Lay-- today the world's leading snack foods company-- began as a small one-man, home-kitchen operation. Today Frito-Lay is the acknowledged pacesetter with sales totaling over \$9 billion annually.

The history of the Company is a dynamic one and goes like this. . .

Chapter 1: San Antonio, Texas, September 1932: the Depression years. Elmer Doolin stopped in a small cafe and discovered a corn chip made from basic corn dough (masa), which had been used

as a bread for centuries by the people of Mexico. Sensing the product would have broad consumer appeal, Mr. Doolin bought the recipe for these FRITOS brand corn chips, along with 19 retail accounts and the manufacturing equipment -- an old converted potato ricer! The total purchase price was \$100. He set up his first FRITOS brand corn chips plant in his mother's kitchen, producing about 10 pounds of corn chips an hour. Sales totaled some \$8 to \$10 a day, earning profits of around \$2.

Within a year, he moved his headquarters to booming Dallas and opened up manufacturing plants in Dallas, Houston and Tulsa. By 1955, he had 11 plants and 12 franchise operations throughout the United States.

Chapter 2: Coincidentally, Herman Lay started a potato chip business in Nashville the very year (1932) that Doolin began his business. Herman Lay used his 1928 automobile as a delivery truck to distribute potato chips he bought wholesale from an Atlanta firm. His distributorship included northern Tennessee and southern Kentucky.

The Lay distributorship survived the Depression and grew in its aftermath. In 1936, Mr. Lay began to sell his own brand name popcorn. By 1937, the Lay distributorship was a healthy, thriving business with 15 salesmen. On October 2, 1939, Mr. Lay purchased the Atlanta and Memphis plants of the Barrett Company, as well as its "Gardner's" brand name. The Lay Company moved its headquarters to Atlanta, and introduced a completely new technique for potato chip manufacturing, the continuous production line. In 1945, the Frito Company gave H. W. Lay and Company an exclusive franchise to manufacture and distribute FRITOS brand corn chips in the Southeast. This was the beginning of a close business affiliation, which eventually led to a merger of the two companies. Each company continued its strong rapid growth.

Chapter 3: In 1961, these two successful snack food companies did, in fact, merge to become Frito-Lay, Inc. A period of real growth began, sales grew and more plants opened. New products multiplied and the distribution network spread out into every city in the country.

Chapter 4: In July of 1965, another major step was taken as Frito-Lay, Inc. merged with the Pepsi-Cola Company, a leader in a closely related field. Together, they become PepsiCo, Inc. Today PepsiCo is the parent company of several divisions, including Frito-Lay North America, Frito-Lay International, Pepsi-Cola North America, PepsiCo Beverages International, Gatorade, Tropicana, and Quaker Foods.

Epilogue: Frito-Lay's story has by no means come to an end. The store-door delivery system is our most significant competitive advantage. However, the marketplace is changing and so must we! Every day we are looking for new ways to improve the distribution of our products through alternative delivery methods with one goal in mind. Simply stated, we must provide customers the right product, through the most appropriate delivery channel to meet their needs, both today and in the future.

These themes are as relevant today as they were in the beginning. Now you are a part of this growth company--and because of you and Frito-Lay's new intensified growth program the Company will excel to new heights in the years ahead.

In 1956, Herman Lay composed his thoughts about the Company's basic philosophy. His thoughts are as relevant today as they were in 1956.

Our Values Statement

PepsiCo Values – Our Commitment – What we stand for; the core values we are committed to support

Sustained Growth is fundamental to motivating and measuring our success. Our quest for sustained growth stimulates innovation, places a value on results, and helps us understand whether actions today will contribute to our future. It is about growth of people and company performance. It prioritizes making a difference and getting things done.

Empowered People means we have the freedom to act and think in ways that we feel will get the job done, while being consistent with the processes that ensure proper governance and being mindful of the rest of the company's needs.

Responsibility and Trust form the foundation for healthy growth. It's about earning the confidence that other people place in us as individuals and as a company. Our responsibility means we take personal and corporate ownership for all we do, to be good stewards of the resources entrusted to us. We build trust between ourselves and others by walking the talk and being committed to succeeding together.

OUR GUIDING PRINCIPLES **How we carry out Our Commitment** **We must always strive to:**

Care for customers, consumers and the world we live in. We are driven by an intense, competitive spirit in the marketplace, but we direct this spirit toward solutions that achieve a win for each of our constituents as well as a win for us. Our success depends on a thorough understanding of our customers, consumers and communities. Caring also means going the extra mile for them. Essentially this is a spirit of growing rather than taking.

Sell only products we can be proud of. The test of our standards is that we must be able to personally endorse our products without reservation and consume them ourselves. This principle extends to every part of the business, from the purchasing of ingredients to the point when our products reach the consumer's hands.

Speak with truth and candor. We speak up, telling the whole picture, not just what is convenient to achieving individual goals. In addition to being clear, honest and accurate, we take responsibility to ensure our communications are understood.

Balance short term and long term. We make decisions that hold both short-term and long-term risks and benefits in balance over time. Without this balance, we cannot achieve the goal of sustainable growth.

Win with diversity and inclusion. We leverage a work environment that embraces people with diverse traits and different ways of thinking. This leads to innovation, the ability to identify new market opportunities, all of which helps develop new products and drives our ability to sustain our commitments to growth through empowered people.

Respect others and succeed together. This company is built on individual excellence and personal accountability, but no one can achieve our goals by acting alone. We need great people who also have the capability of working together, whether in structured teams or informal collaboration. Mutual success is absolutely dependent on treating everyone who touches the business with respect, inside and outside the corporation. A spirit of fun, our respect for others and the value we put on teamwork make us a company people enjoy being a part of, and this enables us to deliver world-class performance.



PEPSICO VALUES

OUR COMMITMENT

To deliver **SUSTAINED GROWTH**

through **EMPOWERED PEOPLE**

acting with **RESPONSIBILITY** and building **TRUST**

GUIDING PRINCIPLES

We must always strive to...

Care for customers, consumers and the world we live in

Sell only products we can be proud of

Speak with truth and candor

Balance short term and long term

Win with diversity and inclusion

Respect others and succeed together

II. NATIONAL POLICIES

PepsiCo Code of Conduct

PepsiCo is a large and complex organization. Our businesses reach into nearly every corner of the world. We operate in nearly every country and in every time zone and we speak virtually every language.

There's only one way to hold together a company so big and diverse – through trust, shared values, common goals and consistent standards of conduct.

That's why we have created a Values Statement and this Code of Conduct. These documents are vitally important to PepsiCo. Together, they clarify what we stand for and the rules we live by. While they are not a substitute for individual responsibility and good judgment, they help guide us in making decisions about how we work and what we do.

Our Values Statement reflects our aspirations – the kind of company we want PepsiCo to be. Our Code of Conduct provides the operating principles that help us live up to those values. Our Values Statement and Code of Conduct apply to every PepsiCo employee throughout the world. They apply to every business transaction we make and to every business acting on our behalf. In situations not fully covered by these standards, the principles on which they are based still apply.

PepsiCo is a great company. The values we live by and our Code of Conduct help to keep it that way. Ethics and integrity are the foundation of our past success – and the keys for our future. So please read the code carefully and make a commitment to live by it – every day.

PepsiCo's Mission

Our mission is to be the world's premier consumer products company focused on convenient foods and beverages. We seek to produce healthy financial rewards to investors as we provide opportunities for growth and enrichment to our employees, our business partners and the communities in which we operate. And in everything we do, we strive to act with honesty, fairness and integrity.

Respect For Our Employees / Diversity

We believe our most important strength is our employees. We seek to provide a work environment where all employees have the opportunity to reach their full potential and contribute to PepsiCo's success.

We are committed to equal opportunity in all aspects of employment for all employees and applicants; to providing a workplace free from all forms of discrimination, including sexual and other forms of harassment; and to fostering a work environment where people feel comfortable and respected, regardless of individual differences, talents or personal characteristics. Our objective is for the diversity of our employees to match the diversity of the population wherever we operate and for the performance of all employees to be judged fairly and based on their contribution to our results.

PepsiCo encourages an inclusive culture, which enables all employees to do their best. This means we:

- welcome and embrace the strengths of our differences,
- provide equal access to opportunities and information,
- treat each other with respect and dignity,
- foster an atmosphere of caring, open communications and candor.

We respect the rights of individuals to achieve professional and personal balance in their lives. We place a great deal of emphasis on personal integrity and believe long-term results are the best measure of performance.

PepsiCo respects employee privacy and dignity and will acquire and retain only that employee personal information that is required for operation of the Company or required by law.

PepsiCo follows all employment laws and regulations and respects lawful customs of the countries where we operate.

Customer, Suppliers and Competitors

We are committed to the continuation of free enterprise and the legal and regulatory frameworks that support it. Therefore, we recognize the importance of laws that prohibit restraints of trade, predatory economic activities and unfair or unethical business practices.

In all of its business dealings with suppliers, customers and competitors, PepsiCo will:

- Compete vigorously and with integrity.
- Treat all customers and suppliers honestly, fairly and objectively.
- Avoid any unfair or deceptive practice and always present our services and products in an honest and forthright manner.
- Never comment on a competitor's product without a good basis or need for such statements.
- Make clear to all suppliers that we expect them to compete fairly and vigorously for our business, and endorse the principles in our Code of Conduct. We will select our suppliers strictly on merit.
- Comply with all laws prohibiting agreements with competitors to: fix prices or other sales terms; divide or assign sales territories, customers or product lines; or coordinate bids and agreements with customers to fix their resale prices. These types of agreements are generally illegal in the United States and many other markets where we conduct business.

Outside Consultants

Where the Company (PepsiCo, its company-controlled joint ventures, and subsidiaries) hires outside consultants or agents to assist it, the consultant or agent, and its employees, will be provided with copies of this Code and informed that they will be expected to comply with its provisions with respect to their work for the Company.

Global Relations

PepsiCo firmly believes that international commerce strengthens stability and peace by fostering economic growth, opportunity and mutual understanding. As a global enterprise, we recognize our responsibility to act in concert with the legitimate interests of the countries in which we do business. We obey all laws and regulations and respect the lawful customs of host countries. Our objective is to be a good corporate citizen wherever we operate.

Business Gifts and Payments

Our business decisions are made on merit. Therefore, we will never give or offer, directly or indirectly, anything of value to a government official to influence any discretionary decision by such official in his or her official capacity. Giving gifts or entertainment to governmental officials and employees is highly regulated and often prohibited. Such gifts and entertainment should not be provided unless you have determined that they are permitted by law and your business unit's policies.

In circumstances where it would not create an appearance of impropriety, employees may provide existing or potential customers with reasonable entertainment or gifts. However, the gifts must be permitted by local law, the customer's own policies and your business unit's policies.

Employees may not accept a gift, favor, loan, special service, payment or special treatment of any kind from any individual or organization which conducts or seeks to conduct business with the Company, or which competes with the Company, unless:

- It would be consistent with good business practices;
- It could not be considered a business inducement;
- It is of nominal value as set forth in your Division's policy;
- Public disclosure of the transaction would not embarrass PepsiCo.

All business-related gifts, which exceed your Division's definition of nominal value, should be reported to your immediate supervisor as soon as they are received.

Health and Safety

PepsiCo is committed to providing safe and healthy work environments at its facilities for all its employees, clients, visitors, contractors and vendors. It is our policy to provide employees with a drug-free workplace. In order to create an environment free from threats, violence and intimidation, PepsiCo is committed to a policy of zero tolerance for violence.

We are dedicated to designing, constructing, maintaining and operating facilities that protect our people and physical resources. It is our policy to comply with all applicable health and safety laws and regulations, provide and require the use of adequate protective equipment and measures, and insist that all work be done in a safe and responsible manner. It is the responsibility of each employee to follow all company policies and procedures related to workplace health and safety.

Environment

PepsiCo is committed to being an environmentally responsible corporate citizen. We are committed to minimizing the impact of our businesses on the environment with methods that are socially responsible, scientifically based and economically sound. We encourage conservation, recycling and energy use programs that promote clean air and water and reduce landfill wastes.

Political and Community Activities and Contributions

PepsiCo believes in contributing to society and encourages employees to participate in community activities.

We will continue to communicate information and opinions on issues of public concern that may affect PepsiCo. Decisions by our employees whether or not to contribute time, money or resources of their own to any political or community activity are entirely personal and voluntary.

We will obey all laws in promoting the Company's position to government authorities and in making political contributions. Contributions by the Company to political candidates may be prohibited or regulated. Any such contribution requires the approval of PepsiCo's Vice President of Government Affairs.

Conflicts of Interest

PepsiCo's conflicts of interest policy is straight-forward: Don't compete with PepsiCo businesses, and never let your business dealings on behalf of any of our businesses be influenced, or appear to be influenced, by personal or family interests.

All actual or apparent conflicts of interest between personal and professional relationships must be handled honestly and ethically. Examples of conflicts that must be disclosed and resolved include:

- Having a family interest in a transaction with the Company. A family interest would include any interests of your spouse, parent, child, sibling or domestic partner.
- Having more than a nominal individual or family interest in a competitor, supplier or customer of the Company (for example, ownership of more than 1% of a supplier's equity securities).
- Having a significant individual or family interest in an organization that does, or seeks to do, business with the Company.
- Acquiring an individual or family interest in property (such as real estate, patent rights, securities or other properties) or a business where you believe the Company has, or might have, an interest.
- Having outside business interests or activities that affect job performance because of the significant amount of time and attention diverted from your responsibilities as a Company employee.

Insider Trading and Proprietary Information

PepsiCo obeys all laws designed to protect the investing public with respect to the use and disclosure of material information.

Information is considered material if a reasonable investor would consider it important to his or her decision to buy, sell or hold PepsiCo stock. Examples would be a significant upward or downward revision of earnings forecasts, a significant division restructuring, a major management change or a significant acquisition or divestiture, a significant upcoming product launch or product innovation.

Employees should not affect any transaction in the securities of PepsiCo or another company involved with PepsiCo while they have material nonpublic information about that company.

Employees should not disclose any confidential information regarding the Company to anyone outside PepsiCo, including their spouse, parents, children, siblings or domestic partner, except where disclosure is needed to enable PepsiCo to carry on its business, and there is no reason to believe – because of an agreement or otherwise – that the disclosure might cause any economic loss or substantial embarrassment to the Company or its customers, bottlers, distributors or suppliers. Examples of such confidential information include: nonpublic information about the Company's customers, suppliers, distributors and potential acquisitions; its business operations and structure; its formulas and pricing; its processing, machines and inventions; its research and know-how; its upcoming new products and other innovations, and its plans and strategies.

Within PepsiCo, employees should only discuss or disclose material nonpublic information in the ordinary course of business and when they have no reason to believe that the information will be misused or improperly disclosed by the recipient.

Accounting and Record Keeping

We will continue to observe the most stringent standards in the keeping of our financial records and accounts. Our books must reflect all components of transactions, as well as our own standard of insisting upon an honest and forthright presentation of the facts.

We will ensure that the disclosures we make in reports and documents that we submit to the Securities and Exchange Commission and in other public communications are full, fair, accurate, timely and understandable.

It is the responsibility of each employee to uphold these standards. Appropriate records must be kept of all transactions and retained based on the applicable data retention schedules. Employees are expected to cooperate fully with our internal and external auditors. Information must not be falsified or concealed under any circumstance, and an employee whose activities cause false financial reporting will be subject to disciplinary action, including discharge.

Protection and Proper Use of Company Assets

PepsiCo's technological resources, including computers, voicemail, e-mail and Internet access, are to be used for proper purposes in a manner consistent with the Code and all other Company policies, including those related to discrimination, harassment and intellectual property. As with all PepsiCo assets, these resources are to be used for business purposes.

It is generally not PepsiCo's intent to monitor Internet access or messages on the voicemail and e-mail systems. However, the Company reserves the right to do so in appropriate circumstances.

If you have access to PepsiCo information systems, you are responsible for taking precautions necessary to prohibit unauthorized access to the system. You should safeguard your passwords or other means of entry.

Employees must not reproduce software assets licensed to PepsiCo, use illegally obtained software, or distribute the original software media or unauthorized copies of software which the Company does not own or license.

Reporting Code of Conduct and other Ethics Issues

PepsiCo expects its employees, contractors, subcontractors, agents and their employees to [promptly report on a confidential](#) and/or [anonymous basis](#) any conduct or situation that she/he believes conflicts with this Code or violates a local, state or federal law to their immediate supervisor, PepsiCo's General Counsel or General Auditor, or through the PepsiCo Speak Up hotline at

1-866-729-4888 (from the U.S., Canada, Puerto Rico and U.S. Virgin Islands)

PepsiCo is committed to reviewing any such report in a prompt manner and taking remedial action when appropriate, and every affected employee is required to fully cooperate with any inquiry that results from any reported conduct or situation.

PepsiCo is also committed to protecting the rights of those individuals who report these issues to PepsiCo. Any PepsiCo officer or employee who is found to have engaged in retaliation against any employee who has exercised his/her rights under this Code or under applicable laws will be

subject to appropriate remedial action. In addition, those individuals who violate applicable law may also be subject to civil and criminal penalties. Further, any contractor, subcontractor or agent who is found to have engaged in retaliation against any PepsiCo employee will be subject to appropriate action.

Responsibility for Compliance

All of our employees are responsible for ensuring that our standards of conduct are followed.

Each employee has a responsibility to understand and comply with this Code. Additionally, employees must seek guidance when a situation is not clear, and report all known or suspected violations of the Code to their manager, to PepsiCo's General Counsel or General Auditor, or through the Speak Up hotline.

Division management distributes this Code annually to all PepsiCo employees throughout the world, and oversees the annual certification process for its officers and key employees. Managers are responsible for communicating the standards and assisting their employees in understanding the Code.

Management will investigate and resolve any issues reported in relation to this Code. Code violations and their resolutions are communicated and/or reported to the General Auditor per established communication and reporting guidelines.

This Code can not provide definitive answers to all questions. For that, we must rely on each person's judgment and integrity. You are encouraged to seek guidance where a situation may not be clear. The PepsiCo Law Department and the General Auditor will respond to questions and issues of interpretation about this Code.

Waivers of this Code will be reviewed by the General Auditor and General Counsel, and in certain circumstances by the Board of Directors, and if required, will be appropriately disclosed.

Equal Employment Opportunity

Statement of Policy

Frito-Lay, Inc. is dedicated to the achievement of equality of opportunity for all of its associates and applicants for employment. This broadly interpreted policy not only prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, veteran status or any protected category under state, local or federal law, but also ensures that qualified individuals will be given the opportunity to join Frito-Lay, Inc. and progress within the Company in accordance with their own abilities. In this connection, the policy requires at least the following:

1. Recruit, hire, train and promote persons in all job classifications, without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, veteran status or any protected category under state, local or federal law.
2. Base decisions on employment and promotions so as to further the principles of equal employment opportunity.

3. Ensure that promotion decisions are in accordance with the principle of equal opportunity by imposing only job-related requirements for promotional opportunities.
4. Ensure that all personnel programs such as benefits, training, tuition assistance, and social and recreational programs will be administered without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, or veteran status or any protected category under state, local or federal law.

Responsibility for ensuring compliance and continued implementation of the policy for your facility is assigned to your local Human Resource Manager. An applicant or an associate with a disability requiring a reasonable accommodation should contact their local Human Resource Manager.

Employees of the Company as well as applicants are protected from retaliation for filing a complaint or assisting in the investigation of a complaint under this policy. Any questions or complaints concerning this policy should be forwarded to the employee's supervisor, Human Resources Manager, the Headquarters EEO/Employment Counsel, or the Speak Up line at 1-866-729-4888.

It is the Company's strong desire that this Equal Employment Opportunity policy be carried out in fact as well as in spirit. Frito-Lay wants to do everything possible to provide applicants and associates the maximum opportunity to capitalize on their abilities.

Employment of Relatives

It is essential that the selection, assignment, and appraisal of every Employee be as objective as possible. Where family relatives are involved, it is difficult to be objective, and moreover, almost impossible to appear objective even under the most desirable situations.

Therefore, there will be no new employment of relatives or transfer of anyone to any assignment directly supervised by a relative, nor will two or more relatives be assigned to the same department on the same shift.

Consideration will be given to the reassignment of Employees in accordance with the forgoing standards. For the purpose of this policy, immediate relatives are defined as: spouse, son, daughter, sister, mother, father, grandparent, grandchild, all in-law relationships such as mother-in-law, son-in-law, etc. and all step relationships such as step-son, step-mother, etc.

The only exception to this policy will be for employee's grand fathered in prior to January 2003 and temporary (ex Summer and holiday periods) employment of sons, daughters, grandchildren whose relative is a full-time employee of the Orlando Frito-Lay site. These sons/daughters/grandchildren will ONLY be eligible for temporary employment if:

- They successfully complete the F-L Select II Process
- They are 18 years of age or older
- They are a full-time student.

- For summer employment they must have been a student in the academic period immediately preceding the summer, and are registered to attend school full-time in the academic period immediately following the summer.
- The temporary assignment does not exceed 120 calendar days.

If through transfer or marriage, a relative will be placed in a direct or indirect reporting relationship, or in a position of handling sensitive personnel data involving the relative, the relative's peer group, or working in the same department, it shall be understood that within a period of four (4) weeks from the date of action effecting the change, one of the individuals will transfer into another department if a job is available, or leave the Company. The availability of a position into which an Employee may transfer will depend on the needs and requirements of the Company, and the qualifications of the Employee seeking transfer.

Employees are responsible for notifying the Human Resources Manager if relatives of Employees are under consideration for employment or when two Employees are contemplating marriage in order that appropriate placements plans may be completed in advance.

Anti-Harassment Policy

Frito-Lay, Inc. has a zero-tolerance policy towards any type of harassment based on race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability or veteran status or any protected category under state, local or federal law. This includes unlawful harassment by other employees and third persons you encounter in your work, including customers, visitors or vendors of Frito-Lay. Although most types of conduct that constitute harassment are straightforward, the Company has provided additional information to define harassing conduct to ensure that all associates understand the ground rules.

Sexual Harassment

According to Frito-Lay policy, sexual harassment is any verbal, visual or physical conduct of a sexual nature that is unwanted and that a reasonable person, on account of his or her gender, would find offensive.

Both federal law and the laws of most states prohibit sexual harassment, and there are legal definitions of what sexually harassing conduct is in fact in violation of those laws. While Frito-Lay will in all respects abide by and enforce those laws, the Frito-Lay policy on sexual harassment is intended to be, and will be enforced as being, even more restrictive in preventing harassing conduct in the workplace than what the federal, state and local laws would require.

Sexual harassment can occur in many different forms. It can be physical, verbal, visual or in a written form. Examples of sexual harassment include but are not limited to: unnecessary and unwelcome touching; unwelcome sexual flirtation; direct or subtle pressure for sexual activity; coercion to date or unwelcome demands for dates; unwelcome or offensive sexual jokes, innuendo, lewd language or obscenities; explicit or degrading remarks about another person or his/her appearance or body; sexually suggestive e-mails, posters, graffiti, calendars or other sexually suggestive pictures or objects displayed in the work place; demands for sexual favors accompanied by implied or overt threats concerning pay or other aspects of employment; the taking of or the refusal to take any personnel action based on an employee's submission to or refusal to submit to

sexual overtures or behavior. Frito-Lay absolutely prohibits employees from using Company computers to process inappropriate, non-work related materials from the Internet.

Additionally, no employee should ever imply, even in jest, that a person's "cooperation" in such matters will have any effect on the person's employment, assignment, compensation, advancement, career development or any other condition of employment.

Unprofessional Behavior

The Company does not tolerate unprofessional behavior, such as inappropriate horseplay, practical jokes, or use of offensive language. While this behavior may or may not constitute harassment, it nevertheless may be offensive to co-workers, customers, or vendors, and is inconsistent with the Company's Values and/or standards of professional conduct.

Zero Tolerance for Retaliation

Company policy also forbids any retaliatory action taken against an individual who, in good faith, reports a perceived violation of this policy. Retaliation is also prohibited against individuals who are not themselves complainants, but who participate in an investigation. Individuals who feel they are being or have been retaliated against should immediately report this to their manager or Human Resources Manager, or call the Speak Up Line at 1-866-729-4888.

Reporting Procedure

If you are being subjected to conduct that you believe violates the Anti-Harassment policy, you should:

- Step 1:** Tell or notify the offending person that such conduct is not welcome and to stop.
- Step 2:** In addition to Step 1, immediately report the incident or your complaints to your supervisor. However, if you believe it would be inappropriate to discuss the matter with your supervisor or you are uncomfortable discussing the matter with your supervisor, report the matter to your Function's Human Resource Manager.

You may also contact the Frito-Lay Speak Up Line (1-866-729-4888)

Even if you are uncomfortable or are unwilling to follow Step 1, you should immediately report the incident or your complaints as discussed in Step 2.

- Step 3:** If additional incidents occur, you should immediately report them to the above individuals.

Any reported incident will be investigated by the Company. Complaints and actions taken to resolve complaints of harassment will be handled as confidentially as possible. Retaliation against an employee who makes a claim of harassment is prohibited.

Violation of this harassment policy, including retaliation against a person who brings a claim pursuant to this policy, may result in discipline up to and including termination on the first offense. Further, any manager/supervisor who receives a complaint of harassment or discrimination and fails to notify Human Resources will also be subject to disciplinary action, up to and including termination of employment.

The Company reserves the right, in its discretion, to amend, modify or discontinue this policy at any time.

Americans with Disabilities Act (ADA)

Frito-Lay is committed to equal opportunity employment and prohibits discrimination on the basis of a disability. In accordance with state and federal law, Frito-Lay will make reasonable accommodation, upon request, to the known physical or mental limitations of an otherwise qualified individual with a disability. For more information regarding Frito-Lay's ADA Policy, contact your Human Resources Department.

HIV / AIDS Policy

Frito-Lay recognizes that HIV/AIDS is a uniquely challenging global health issue and it has developed a policy that can be applied across a diverse array of markets. The fundamental principles of this policy are:

- 1. Non-discrimination:** Frito-Lay is committed to equal opportunity in all aspects of employment for all employees and applicants. We will not require pre-employment testing for HIV/AIDS. Qualifications and job performance are the primary basis of our employment decisions. We seek to provide a workplace free of discrimination and to foster a work environment where all people feel comfortable and respected. Frito-Lay will apply the same principles in providing reasonable accommodation for employees affected by HIV/AIDS as we do for employees affected by other serious illnesses and disabilities.
- 2. Confidentiality:** Frito-Lay will hold an individual's status confidential. We will not access or reveal HIV test results or share information about an employee's HIV/AIDS status without that person's consent.
- 3. Education and Prevention:** Factual information will be provided to employees to reduce the stigma of HIV/AIDS, encourage safe behavior and improve understanding of treatment. The scope and nature of education and behavior change initiatives and other prevention efforts will be based on local HIV/AIDS prevalence, incidence rate and latest trends.
- 4. Care and Treatment:** Frito-Lay will review benefit plans regularly to identify opportunities for improvements and to ensure that we are moving closer to our goal of ensuring that all employees and their families have access to affordable treatment for HIV/AIDS. We will seek ways to increase the availability of affordable treatment to our work force.

Drug and Alcohol Policy

Purpose

Frito-Lay is committed to protecting the safety, health, and well-being of its Associates and all people who come in contact with its workplace(s) and property, and/or use its products. Recognizing that drug and alcohol abuse pose a direct and significant threat to this goal, Frito-Lay has established the following National Drug & Alcohol Policy.

Definitions

- A. "**Applicant**" - an individual who has applied for a position with Frito-Lay.
- B. "**Alcohol**" - the intoxicating agent ethyl alcohol present in alcoholic beverages.
- C. "**Associates**" - all Frito-Lay employees; full-time, part-time, hourly, salaried, and temporary.
- D. "**Collection Site**" - a facility designated by Frito-Lay where Applicants/Associates present themselves for the purpose of providing a specimen or specimens to be analyzed for the presence of Unlawfully Used Drugs and/or Alcohol.
- E. "**Unlawfully Used Drugs**" - drugs which are: (a) not legally obtainable; (b) legally obtainable but have not been legally obtained; or (c) prescribed drugs not being used in the manner prescribed. The drug screen required by Frito-Lay will test for amphetamines/ methamphetamines, barbiturates, cocaine, opiates, PCP, marijuana, and ecstasy.
- F. "**Legal Drugs**" - prescribed drugs and over-the-counter drugs which have been legally obtained, and are being used in the manner, and for the purpose for which they were prescribed.
- G. "**Medical Review Officer**": ("**MRO**") - a licensed physician responsible for receiving test results generated by Frito-Lay's substance abuse testing program, and who has the appropriate medical training and knowledge about Drugs and Alcohol to interpret and evaluate an Applicant or Associate's confirmed positive test result together with their medical history and other relevant biomedical information.
- H. "**Periodic Post Substance Abuse Treatment**" - An Associate who self-identifies as having a problem before being required by a manager or Human Resources representative to take a drug or alcohol test, and who successfully completes a treatment program will be permitted to return to work. After successfully completing a treatment program, the Associate must agree in writing to submit to unannounced testing for a period of two years, from the return to work date. An Associate who tests positive after completing a treatment program will be terminated.
- I. "**Post Accident**" - Frito-Lay shall test each Associate involved in a work-related accident requiring medical treatment by a licensed health care provider (not to include ordinary illnesses or chronic conditions), fatality, property damage in excess of approximately one hundred dollars (\$100.00); or who receives a citation for a moving violation while performing work for Frito-Lay and one or more vehicles are towed. In instances where an Associate has improperly delayed in reporting an accident or property damage, the test must be completed as soon as practical after notification is made to management. Additionally, disciplinary action will be taken against the Associate for failing to report the incident in a timely manner.
- J. "**Reasonable Suspicion**" - evidence suggests that an Associate has violated this Policy as it relates to Unlawfully Used Drugs or Alcohol. Examples include, but are not limited to, red eyes, dilated pupils, slurred speech, unexplained lack of coordination, personality changes or disorientation, odors of alcohol and/or residual odor peculiar to some chemical or Unlawfully Used Drugs, excessive absenteeism, erratic behavior, an unsafe act, observance of drugs or drug paraphernalia in Associate's work area or locker, positive results from an Alcohol screening device, comments made by an Associate regarding his/her recent use of drugs or alcohol, recent arrest or conviction of an Associate for violation of a drug or alcohol statute.

- K. "Refusal to Test"** - failure to consent to testing, failure to provide adequate breath, urine or hair for testing without a valid medical reason, and/or engaging in any conduct that obstructs the testing process.

Scope

The terms and conditions of this policy apply equally to all Applicants, Associates, and independent contract workers. For those Associates who are subject to United States Department of Transportation (DOT) Federal Highway Administration rules and regulations, if any portion of this Policy conflicts with DOT rules and regulations, the DOT rules and regulations shall govern, and the conflicting portion of the policy will be severed, but the remainder of the policy will remain in effect. Additionally, to the extent any portion of the policy conflicts with a particular state law, the state law shall govern, and the conflicting portion of the policy will be severed, but the remainder of the policy will remain in effect.

Applicants/Associates may be tested for Unlawfully Used Drugs, and/or Alcohol under the following circumstances:

- Pre-Employment
- Reasonable Suspicion
- Post-Accident (Not Illness)
- Periodic Post-Substance Abuse Treatment

Frito-Lay Applicants, Associates and independent contract workers may be asked to submit a urine, saliva, breath, blood or hair sample to be used in conducting a test for Unlawfully Used Drugs or Alcohol. Applicants/Associates' acceptance of these testing procedures, when requested by the Company, is a mandatory condition of employment.

Testing procedures Frito-Lay employs will protect individual privacy to the extent possible, ensure accountability and integrity of specimens, require confirmation of all positive screening tests, utilize laboratories which meet federal guidelines, provide confidentiality for test results and ensure non-discriminatory testing methods. However, confirmed positive test results will be provided to Frito-Lay management so appropriate disciplinary action can be taken.

Prohibited Conduct

- A. Unlawfully Used Drugs:** The use, manufacture, sale, purchase, possession, or distribution, of any Unlawfully Used Drug, by an Applicant/Associate while on Frito-Lay premises (regardless of whether the Associate is performing work or not), completing the hiring process, engaging in Frito-Lay business off premises, or operating Frito-Lay vehicles/equipment is prohibited. Unlawful drug use that results in a positive test result in any test conducted pursuant to Section 3 of this Policy will constitute a violation of the Policy.
- B. Alcohol:** The consumption of Alcohol or being "under the influence" of Alcohol while on Frito-Lay premises (regardless of whether the Associate is performing work or not), completing the hiring process, engaging in Frito-Lay business off premises, or operating Frito-Lay vehicles/equipment is prohibited. An Applicant/Associate will be deemed "under the influence", and consequently in violation of this Policy, if a test result confirms a Breath Alcohol Concentration equivalent to a Blood Alcohol Concentration of .04% or greater.

In limited circumstances management may pre-approve Associates' consumption of Alcohol at business functions. In these limited circumstances, Associates are still prohibited from performing work on Frito-Lay premises, engaging in Frito-Lay business, or operating Frito-Lay vehicles/equipment while "under the influence of Alcohol".

Consequences of Prohibited Conduct

Any Associate who engages in prohibited conduct, as defined in section 4(A) and 4(B) of this Policy, is subject to discharge.

An Associate cannot avoid termination by self-identifying as having a substance abuse problem after the Company has determined that a drug or alcohol test is required based on the provisions of this Policy.

Refusal to Test

Refusal to Test will be equivalent to a confirmed "positive" result for purposes of this Policy, and shall result in termination of employment.

Use of Adulterants

Attempts to defeat the testing process, including specimen tampering, intentional dilution of a sample, and/or substitution of a sample shall result in termination of employment.

Associate Reporting Requirements

Associates using any type of medication capable of affecting safety or performance must notify their manager or a Human Resources representative prior to starting work so that management may make work assignments, if available, consistent with safety limits associated with the medication. Associates should provide documentation from the physician prescribing the medication or pharmacist, which explains any side effects that may affect their ability to work. Information regarding an Associate's medication will be kept confidential.

Associates are required to report the following to their manager within 24 hours: (1) any arrest or conviction for violation of a criminal controlled substance or alcohol statute arising from activity while at work or, (2) any positive Unlawfully Used Drug or Alcohol test result, or arrest for such conduct, resulting in the loss or a suspension of license required for work. Failure to report such incidences shall result in termination of employment. Associates covered by the Fleet Safety and Standards Policy and the Frito-Lay, Inc.'s Policy and Procedures for Department of Transportation Controlled Substance and Alcohol Testing are also required to comply with all reporting requirements outlined in these policies.

Medical Review Procedure

- A.** All drug test results are sent from the laboratory to the Medical Review Officer (MRO). The MRO reviews documentation to confirm that the specimens received proper handling and disposition.
- B.** If a drug test is confirmed positive by the laboratory, the MRO will contact the Applicant, Associate, or independent contract worker to determine if there is a medical reason for the

positive result. If a legitimate medical reason can be established, the result is reported to the Frito-Lay contact person as negative. Otherwise, the result will be reported to the contact person as positive.

- C. If after repeated attempts, the MRO is unable to reach the Applicant, Associate, or independent contract worker to inform that individual of the positive result, the Company will treat the result as a verified positive test.

- D. Re-test procedures are generally limited to an additional confirmation test of the existing specimen at the Applicant/Associate's expense. An Applicant/Associate does not have the option of submitting a new specimen as part of the re-testing option. If the Applicant/Associate requests a retest, that individual must send a written request and cashier's check or money order to the program administrator to subsidize the cost of the retest.

Alcohol Testing

Whenever possible, Frito-Lay will use an Evidential Breath Testing Instrument (EBT) to perform alcohol testing. An individual who is certified to operate the EBT will administer the test. If a breath test cannot be administered, then a blood test will be used to determine the Associate's Blood Alcohol Concentration.

Self Referral and Rehabilitation

Frito-Lay wants to ensure that Associates who are dependent upon Unlawfully Used Drugs or Alcohol will not have their employment or promotional opportunities jeopardized by a request for help. An Associate may voluntarily report a personal substance abuse problem in a confidential manner through the Employee Assistance Program (EAP) (**1-800-223-7486**).

The Associate must take responsibility for seeking treatment by contacting the EAP. This assistance must be sought *before* the Company has determined that a drug/alcohol test is required pursuant to the Policy. Associates whom voluntarily self-identify, before being required to submit to a test, will receive one opportunity to successfully complete a substance abuse treatment program, and will be allowed to return to work only if they agree to a program of unannounced testing for a period of two years. If an Associate tests positive any time after returning to work from rehabilitation, the Associate will be terminated.

Searches

In order to protect the safety of the workplace and to enforce this policy, Frito-Lay reserves the right to inspect all Company property, as well as any Associate's personal property, if located on Frito-Lay property. Company property includes, but is not limited to, property utilized by Frito-Lay, whether owned or leased, including real estate, vehicles, equipment, and buildings. Failure to cooperate with a manager's request to inspect Company or personal property is grounds for immediate termination of employment.

Workplace Violence Policy

It is the intent of Frito-Lay, Inc. ("Frito-Lay") to provide a safe workplace for all of its employees, customers, visitors, contractors and vendors. In order for all of us to work in an environment free from threats, violence and intimidation, Frito-Lay is committed to "zero tolerance for violence."

Any employee who believes that he or she, or Frito-Lay, has been subjected to, or threatened with, a violent act by another individual, or has witnessed a violent situation, should immediately report such instance to his/her manager, the Human Resources Manager, or call the Speak-Up line at 1-866-729-4888.

Following the report of an incident, an appropriate investigation will be conducted in a prompt manner. Where the investigation confirms that a violation of the Policy has taken place, immediate and appropriate corrective action will be taken. Specifically, employees who are found by Frito-Lay to have engaged in violent or threatening behavior will be disciplined or terminated from employment and may be subject to personal liability should any legal action be brought against them and/or against Frito-Lay. There will be no retaliation against employees for reporting, in good faith, violence, or the threat of violence, in the workplace or assisting Frito-Lay in the investigation of a related complaint.

Frito-Lay recognizes that the issue of whether violence in the workplace has occurred requires a factual determination based on the evidence, if any. Frito-Lay also recognizes that false accusations of violence or threats of violence can have serious effects. We trust that all employees will continue to act in a responsible and professional manner to establish a pleasant working environment with zero tolerance for violence.

E-Mail Policy

As a Frito-Lay employee, you may have access to and occasion to use the company's Electronic mail ("e-mail") system and/or internet access. The company recognizes that E-mail is a valuable tool for messaging, obtaining and sending information, and doing business. However, unless used properly, e-mail can be a source of security and legal liability problems for PepsiCo and the individuals using it. PepsiCo has established this worldwide e-mail Policy to protect PepsiCo's assets and to diminish potential liability. This Policy must be followed by all users of the PepsiCo e-mail system and individuals granted access to the PepsiCo e-mail system.

BY USING PEPSICO'S E-MAIL SYSTEM, YOU SIGNIFY YOUR AGREEMENT TO COMPLY WITH THIS POLICY.

The following is a summary of the policy:

Ownership, Monitoring and Discovery of E-Mail

Please be advised that PepsiCo owns all e-mail messages, may monitor your messages at any time, and may be obligated to disclose your e-mail messages to the public because of litigation.

Prohibited E-Mail Use

PepsiCo's e-mail system is to be used primarily for PepsiCo business. Certain types of communications including sending discriminatory or harassing messages, chain letters, or confidential

information are strictly prohibited. If you receive a prohibited e-mail or have knowledge of any violation of this policy you should report the incident within 24 hours to your Human Resources Manager.

Internet Policy

During your employment with Frito-Lay, you may have the opportunity to access the Internet through PepsiCo computer systems. If not used properly, however, the internet can be a source of security problems and legal liability for PepsiCo and the individuals using its computer systems. This Policy has been designed to help all individuals accessing the Internet through the PepsiCo computer systems understand PepsiCo's expectations for the appropriate use of the Internet, to protect PepsiCo's assets and to diminish potential liability.

This Policy must be followed by all users of the PepsiCo computer systems worldwide, regardless of whether such access is via Company-provided or personal computer equipment.

BY ACCESSING THE INTERNET THROUGH PEPSICO'S COMPUTER SYSTEMS, YOU SIGNIFY YOUR AGREEMENT TO COMPLY WITH THIS POLICY.

The following is a summary of the policy:

Use of Internet

All users are expected to use the Internet primarily for business-related reasons (e.g., to communicate with customers and suppliers, to research relevant topics and obtain useful and appropriate business information). Users are prohibited from accessing, transmitting, downloading, printing, archiving, storing, or distributing any site, graphic, image, document, text, etc. from the internet that may be construed as harassing, discriminating or disparaging of others based on their race, national origin, color, sex, sexual orientation, age, disability, veteran status, religious or political beliefs. Users are advised that a wide variety of materials may be construed as harassing, discriminating or disparaging. In addition, the Internet must not be used to access, transmit, download, print, archive, store or distribute material that is: illegal or fraudulent; slanderous, libelous and/or defamatory; offensive and/or obscene; abusive and/or threatening of violence; incitement to break the law; or anonymous or repeated messages designed to annoy, abuse or torment. Any user who encounters or receives inappropriate material should immediately report the incident to his or her supervisor or Human Resources Representative.

All Internet users are prohibited from unauthorized dissemination of confidential or proprietary Company documents or information. Assume all outgoing information is being monitored by competitors of the Company.

PepsiCo reserves the right to monitor and record all aspects of Internet access through its computer systems.

Frito-Lay and Unions

Our philosophy relative to unions is very simple - we do not believe that our employees need a union or any other third party to represent their interests. We believe that if we treat our employees in a manner that ensures fairness and open communications, the need for a union will be non-existent. We desire to deal and communicate directly with our employees and feel this relationship is best for both the Company as well as our employees.

This means that union-free employees will receive treatment which recognizes their worth as individuals and as an important and integral part of the Company. This policy is reflected in our pay and benefits programs, ongoing communications programs by which employees are apprised of Company direction and performance and which allow our employees to ask questions and surface concerns, and an effective complaint procedure which provides for an objective review of management decisions.

Because of Frito-Lay's prominence in the industry, unions may try to approach our employees with intent to organize. If faced with such an attempt, the Company will provide full and factual information to you regarding unions and unionization, and will resist such organizing attempt by all legal means at its disposal.

However, if at any time you have questions or require any information concerning unions, please contact your manager or Human Resource representative.

We strongly believe that by working together we can build a successful future.

Contributions and Solicitations

The distribution or posting of literature or solicitation of employees on Company property or in a route truck during working time, by or on behalf of any club, labor union, religious organization, political party, or similar organization, or for any purpose whatsoever, is prohibited. This prohibition does not apply to periods during the workday when employees are properly not engaged in performing their work, in non-working areas. At no time are non-Frito-Lay employees permitted on Company property, including route sales vehicles, without management's authorization.

Once per year, the Company allows a blanket solicitation within Frito-Lay locations for the annual United Way Campaign.

Frito-Lay Media Interaction Policy

Frito-Lay and its brands' identities, reputations and information are valuable assets. Speaking with a member of the press, making an "off-the-record" comment or disclosing a number that previously has not been shared publicly can end up hurting the Company, financially, legally or competitively. Frito-Lay Public Affairs has designated spokespeople to manage media inquiries, and this media interaction policy is aimed at ensuring accurate and reasonable news coverage.

The Public Affairs department is responsible for screening and responding to **all** inquiries from the news media, trade magazines, researchers and industry analysts. All requests for information from any outside source should be referred to the Public Affairs Department at Headquarters for an official corporate response. **There are no exceptions to this policy.**

To contact the Public Affairs department call **(972) 334-7000** and ask to speak to the Public Affairs Director. To review PepsiCo's Public Relations policy, please visit the Policy section on the About PepsiCo page of the fritolay.pvt intranet site.

Our Frito-Lay suppliers and their subcontractors are bound to preserve the confidentiality of Frito-Lay information and data provided to them. Failure to comply with this policy will result in the immediate loss of business with Frito-Lay.

Employment – Non-Fraternization

Frito-Lay desires to avoid misunderstandings, complaints of favoritism, possible claims of sexual harassment and the employee morale and dissension problems that can potentially result from personal or social relationships involving managerial and supervisory employees in the Company. Accordingly, managers and supervisors are prohibited from fraternizing or becoming romantically involved with any subordinate employee in their chain of command or with any non-management employee working at a facility owned or operated by the Company. Additionally, employees with the ability to set the terms and conditions and/or job duties of other employees at their work location are prohibited from fraternizing or becoming romantically involved with individuals for whom they set terms and conditions and/or job duties.

Smoke-Free Workplace

It is the intent and policy of Frito-Lay, Inc. to provide its associates with a smoke-free workplace. Smoking is prohibited on all Frito-Lay property's except in designated Smoking areas. These designated Smoking areas will be clearly marked and all Employees will be notified in writing if any changes are made to the location of the designated areas.

Uniforms

While in contact with the public and other Frito-Lay personnel, it is required that each driver maintain a high level of professionalism and personal hygiene. The Frito-Lay Service and Distribution uniform must be worn any time a team member is at a plant, DC, vend account or distributor, or supplier in contact with the public.

Shirts may be removed only while unloading at bins. Shirts must be worn at all other times.

Shorts may be worn, but must be part of the company issues uniform.

If a driver wishes to wear a hat, it must be a Frito-Lay hat. No exceptions.

Uniforms are usually ordered in December and distributed in January.

Casual Drivers will be given uniforms on a discretionary basis with management approval.

Personal Professionalism

You are a member of a World-Class Organization. Your personal appearance and hygiene reflect your self-pride and the degree of professionalism with which you approach your job. When you are dressed neatly and are well groomed, you are signaling to your co-workers and anyone with whom you come in contact that you are proud to be part of the country's leading snack food company.

Frito-Lay Cell Phone Policy

Frito-Lay, Inc. ("Frito-Lay") recognizes that many employees operate motor vehicles during the workday to perform their job duties. It is the intention of Frito-Lay to ensure that employees operating vehicles during the course and scope of employment do so in a safe and appropriate manner without endangering themselves or others.

Studies show that many accidents are caused by driver distraction. Common driver distractions include the use of electronic equipment such as cellular phones and personal digital assistants, e.g., a Palm Pilot, etc. The use of a cellular phone has been found to significantly increase the risk of an accident.

Employees must make every effort to avoid distractions while operating a vehicle. Frito-Lay employees are prohibited from using any electronic device (including hand-held or hands-free cellular phones) while operating a motor vehicle to perform job duties.

Additionally, the use of any hand-held electronic device provided or paid for by Frito-Lay is prohibited while driving during or after work hours. For example, an employee may not make a personal call while operating a motor vehicle if the cellular phone is Frito-Lay property.

Failure to comply with this policy will result in disciplinary action up to and including termination of employment.

Personal Information

Notify your Resource or Human Resource Department for any change in your name, home address, telephone number, or any medical conditions that the company needs to be aware of should an emergency arise. This information is strictly confidential. Emergencies may arise when such information may be of utmost importance to both you and your family and our company. Also, the company needs this information to mail things like your W-2 Form and important changes in the company's operations to your home. In addition, the Human Resources Department should be notified of any changes in dependent status to ensure proper benefit coverage.

Information and Communication Policy

Because Frito-Lay is a growing company, it generates a steady flow of news, developments, changes and opportunities. Your Resource is your best source for immediate, on-the-spot information about the Company. Through him/her, you will receive various announcements and communications over and above the daily Employee - Resource interaction.

From time to time, you may receive more formal communication from the Company Headquarters in Plano, Texas. Apart from various formal communications, there are many types of informal communications. These are generally word-of-mouth types of communication, often about the job, working conditions, policies, etc. In order to prevent information from getting misinterpreted, the Company invites open discussion of matters which affect you and your job at Frito-

Lay. This policy encourages employees to deal directly with their Resources regarding all conditions of their work.

If at any time you have a question regarding your job, your hours, your pay, your working conditions, etc., you should first go to your Resource and talk it over. If for some reason you are still not satisfied with the outcome of this informal discussion, use the Complaint Process outlined in this booklet to get the matter resolved.

Frito-Lay Resources actively supports an "Open Door" policy, which encourages discussion and communication at any level. If you need to talk with someone concerning a professional or personal matter, you are encouraged to discuss it with a member of the Traffic Center Management. This is not to be considered mandatory. At any time you may ask your Resource to make an appointment for you to discuss your issue with the appropriate person within the organization. You may also directly contact the Human Resource Department. A Human Resource Representative will be happy to discuss any questions or problems you may have.

All postings must receive prior approval from HR or a member of the Leadership Team. The Leadership Team has full discretion in determining what will or will not be approved for posting on the bulletin boards. Postings will be initialed to indicate approval.

Complaint Procedure

PURPOSE

A formal method of resolving issues arising within the facility. This may include situations involving individual employees and their Resources or other employees, working conditions, etc.

DESCRIPTION/ADMINISTRATION

There may be occasions when an individual believes that a policy, procedure, rule, or condition of employment has been unfairly or improperly administered. Employees are encouraged to take every available opportunity to discuss such situations with their Resource. The majority of situations arising day-to-day can be resolved in this manner. Occasionally, some issues arise which cannot be resolved informally with the Resource. When this occurs, employees are encouraged to utilize the Complaint Process.

Employees are encouraged to utilize the Human Resource Department as a resource throughout the Complaint Process.

NOTE: *Termination Appeals proceed directly to a Leadership Team Manager (Step 3). All other appeals will proceed to the appropriate Resource.*

STEP 1

If an employee is unable to resolve an issue directly with his/her Resource, he/she must first detail the issue in writing on a Plant Complaint Form (obtained from his/her Resource or the Human Resource Department). Included on this form is a description of the incident in question as well as the employee's proposed solution. Once completed, the employee should forward the appeal to the Human Resource Department who will forward the appeal to the appropriate Manager/ Resource, who will hear the complaint.

A complaint will be considered untimely if not submitted within five (5) of the employee's regularly scheduled workdays from the incident leading to the appeal. For tracking of complaint ac-

countability, the employee must submit all appeals to the Human Resource Department. Exceptions to the five (5) day time frame will be made in the event of extenuating circumstances, which are clearly beyond the employee's control.

The appropriate Manager will meet with the employee, investigate the issue and render a written decision within four (4) business days (Mon - Fri) from receipt of the complaint from Human Resources.

STEP 2

If the employee is not satisfied with the rendered decision in Step 1 from Resource, he/she will have two (2) regularly scheduled work days, of the employee, from the receipt of the decision in which to appeal the decision to the Business Unit Leader (BUL) through the Human Resource Department.

The BUL will meet with the employee, investigate the issue, and render a written decision within four (4) business days (Mon - Fri) from receipt of the appeal from Human Resources. Exceptions to this time frame will be made in the event that a detailed investigation/fact finding review must be conducted.

STEP 3

If the employee is not satisfied with the rendered decision in Step 2 from the Business Unit Leader (BUL), he/she will have two (2) regularly scheduled work days, of the employee, from the receipt of the decision in which to appeal the decision to a Lead Team Manager through the Human Resource Department.

The Lead Team Manager will meet with the employee, investigate the issue, and render a written decision within four (4) business days (Mon - Fri) from receipt of the appeal from Human Resources. Exceptions to this time frame will be made in the event that a detailed investigation/fact finding review must be conducted.

STEP 4: INVOLUNTARY TERMINATION ONLY (NON-PROBATIONARY EMPLOYEES)

Following the Step 3 appeal with the Lead Team Manager, an employee may then file an appeal to either the Region Vice President or an external, professional arbitrator as described in the Alternate Dispute Resolution Process. The decision of either the Region Vice President or the external Arbitrator will be final and binding.

Alternate Dispute Resolution Policy

- A. **Purpose** -- The Professional Arbitration Process is designed to provide all union-free employees with an avenue of appeal, in certain cases, to an impartial, professional arbitrator. This process is designed to provide an alternative to the internal appeals process which is currently outlined in section 4 (Complaint Procedure) above..
- B. **Scope** -- The Professional Arbitration Process will be available to all union-free employees and shall be limited to cases of termination. All other appeals shall be addressed through the internal appeals process.
- C. **Appeal Procedure** -- In order to access this process, the terminated employee must appeal the termination within fourteen (14) days of receipt of the written decision denying an appeal

at the 3rd Step of the internal complaint process. The appeal must be in writing and addressed to the local Human Resources Manager. The notice of appeal must be accompanied by a non-refundable payment in the amount of fifty dollars (\$50.00). If the employee does not appeal the termination within the fourteen (14) day period, the employee will forfeit their right to use the ADR Process. The employee may choose to be represented by legal counsel. If they choose to be represented by legal counsel then they must include the name, address and phone number of the representative in the statement of appeal or as soon as legal counsel is retained.

- D. Hearing Procedures** -- Upon the receipt of a notice of appeal, the Company will provide the employee a list of professional arbitrators available to hear the case. The employee or the employee's representative and a representative of the headquarters Human Resources Department must choose a mutually acceptable arbitrator from the list provided within ten (10) days from the date identified on the list of arbitrators provided. If the employee does not respond within the ten (10) day time period, the first available arbitrator will be designated by the Company.

Following the selection of the arbitrator, the employee or designated representative may request and receive documentation contained within the Company's personnel files or other information which is relevant to the disposition of the case.

A mutually acceptable date will be scheduled, as quickly as possible, to conduct a formal arbitration hearing. At this hearing both the employee and the Company will have the opportunity to present their position as well as witnesses or other evidence relevant to the case. Each party will also have the opportunity to examine the others' witnesses. The hearing may be concluded with an oral summary, written brief, or both.

E. Arbitrator's Award -- The arbitrator will render a decision based upon the facts presented at the hearing. The arbitrator shall present both parties with a written decision. In the event the arbitrator renders a decision in favor of the employee, the award shall be limited to reinstatement and actual lost compensation, if applicable. All awards for back pay shall be subject to an offset of earnings, unemployment compensation, worker's compensation or other Company provided compensation. The time period considered for awards of back pay shall be from the date of the employee's termination up to and including the date the award is rendered. However, if at any time, the employee or the employee's representative requests a postponement of the hearing or a new hearing date, the time period for any back pay award shall expire on the earliest hearing date. The arbitrators' fees and the expenses of the arbitration, with the exception of the fifty dollar (\$50.00) appeal fee, shall be paid by the Company.

SPEAK-UP 1-866-729-4888

- Alternative means for employees to voice concerns over employment-related issues
- Available 24 hours a day, 7 days a week
- Is not intended to replace direct contact with your local HR representative or Supervisor

PepsiCo Benefits Program

PepsiCo Benefits allows each individual employee the opportunity to customize the level of coverage that suits his or her needs.

PepsiCo Benefits includes medical, dental, vision, hearing, disability, life insurance, accident insurance and group legal.

The various levels of coverage for each of these options as well as the information concerning the guidelines to customize the program is included in detail in the summary plan descriptions that have been provided in the Benefits Guide.

When an employee becomes eligible for PepsiCo Benefits, an enrollment kit is mailed to the employee's home. Thereafter, an employee may change his/her enrollment elections each year during Annual Enrollment.

RETIREMENT PROGRAM

PENSION

As a full-time employee you are covered by a pension plan to provide monthly income to you upon retirement. The plan is entirely paid for by Frito-Lay and enrollment in the plan is automatic for all eligible employees. The PepsiCo Savings and Retirement Center at Fidelity at 1-800-632-2014 can answer all questions.

401(K)

The 401(k) plan is an important feature of the Retirement Program. The plan is a tax effective means to save for the future with the ease of payroll deduction. There are various investment options for your pre-tax savings. The earnings on your savings are tax-deferred as well. Certain restrictions regarding withdrawal apply. Further information is available at www.pepsicoemployee.com.

You may enroll in the 401(k) plan at any time. Just call the PepsiCo Savings Center at 1-800-632-2014, or access the Fidelity website at www.401k.com. In April 1, 2004, PepsiCo will provide the following company match to the 401(K) plan.

<u>Years of Service</u>	<u>Company Match</u>
0 to 9	50% of the first 4% of pay
10 to 19	50% of the first 6% of pay
20+	50% of the first 8% of pay

- Match made to PepsiCo stock fund in 401(k) Plan
- Employees are fully vested after three years of service. (Current employees with three years service are already vested)
- Each year's match must remain in PepsiCo stock for 3 years, then employees can move into other investment choices

- Immediate participation for new hires

SOCIAL SECURITY

Social Security is a program of the Federal government. Your company retirement plan provides additional retirement benefits which take into account amounts you should receive as Social Security.

Frito-Lay provides retirement medical benefits in addition to those available through Medicare. These are described in the Benefits Guide.

Frito-Lay shares with you equally in the payment of Social Security tax to the Federal government. Your payment totals exactly half of that paid to Social Security for your future security and retirement.

If you have a change of name, please notify your local human resources department and local Social Security Administration office.

SHAREPOWER

Through SharePower, certain full-time Frito-Lay Associates eligible for Benefits Plus receive stock options each year. The option allows you to purchase PepsiCo capital stock at a future date at the price of the stock when the option was issued. As the price of the stock increases, the value of your SharePower options increase as well.

New Changes Effective January 1, 2004

- Annual grant on Feb 1st
- Amount will be 6% of general job classification
- 50% grant for new employees, on the first grant date after they are hired

Options will be fully vested after 3 years. Vesting will occur on February 1 each year.

Grants made prior to January 1, 1998, will continue to vest over a five (5) year period at 20% per year. Vesting will occur on February 1 each year for these options rather than the following July 1.

You can exercise your vested options by exchanging them for stock or cash. Participation in SharePower is automatic for all eligible employees.

To learn more about SharePower, call Merrill Lynch at 1-800-637-6713 or speak with Human Resources.

OTHER BENEFITS AND SPECIAL PROGRAMS

EDUCATIONAL ASSISTANCE PROGRAM

We encourage self improvement and want to assist employees that want to prepare themselves for a more responsible position with Frito-Lay. To this end, the Company will provide financial as-

sistance for costs directly associated with a business related degree program. The program pays up to 75% of tuition.

Full-time active employees are eligible for benefits under the Educational Assistance Program. Courses must be under the direction of an accredited college or university. The approval process must take place prior to beginning the course. The program and its requirements are described in detail in the tuition assistance kit available through your local Human Resources Department.

EMPLOYEE ASSISTANCE PLAN

This program makes counseling and other assistance available on a confidential basis through a hotline called "Private Line" (1-800-223-7486). The program is described in more detail in your Benefits Guide.

MATCHING GIFTS PROGRAM

The Matching Gifts Program has been established by the PepsiCo Foundation to support the personal contributions and involvement of our employees in their communities. This program will match the dollar amount of an employee's contribution to an eligible institution or organization. Details concerning this program, as well as guidelines determining the eligibility of the institution or organization are available in the application packet, available through Human Resources.

METPAY AUTO & HOMEOWNERS INSURANCE

METPAY is a benefit program that allows you to obtain auto, home and other insurance from Metropolitan Property and Casualty Insurance Company. Enrollment in the METPAY program gives you access to special group rates and convenient payment options including payroll deductions. The Benefits Guide provides more information or you can call a METPAY consultant at 1-800-438-6381.

PEPSICO CAPITAL STOCK PURCHASE PROGRAM

As a member of the PepsiCo family, you are eligible to purchase PepsiCo Stock through a payroll deduction program. The moneys you invest will be converted into shares of stock. The brokerage fee associated with the purchase of that stock will be paid for by the Company. To enroll in this program call the PepsiCo Savings Center at 1-800-632-2014.

PEPSICO FOUNDATION SCHOLARSHIP PROGRAM

The PepsiCo Foundation offers college scholarships to qualified sons and daughters of full-time employees through the following programs:

- National Merit Scholarship Corporation (U.S. Citizens)
- Citizens Scholarship Foundation of America (Non-U.S. Citizens)

For more information, refer to the Benefits Guide or contact the PepsiCo Foundation at 914-253-2535.

Employees should understand the details of this program when their child is a sophomore / junior in high school.

SERVICE AWARDS

Dedicated employees have made Frito-Lay a leader in the snack food industry. One method by which the Company recognizes long and faithful service is through the Service Award Program.

In appreciation of such service, each employee will be honored at the completion of each five (5) year period of continuous service.

U.S. SAVINGS BOND PROGRAM

You may purchase Series EE savings bonds through payroll deductions. You do not pay state or local income taxes on any interest earned. If you use your bonds to finance a college education, further tax savings may be available. To enroll in this program call National Bond and Trust at 1-800-426-9314.

UNEMPLOYMENT COMPENSATION

An employee benefit that is often overlooked is the protection afforded to you through unemployment insurance under the Unemployment Compensation Laws. The entire cost of unemployment insurance is paid by Frito-Lay without any deduction from your earnings.

Workers' Compensation

BASIC FACTS ABOUT WORKERS' COMPENSATION

It is your responsibility to report a work-related incident to a Resource as soon as it happens.

Workers' compensation coverage is paid by your employer at no cost to you. This coverage will pay for the most reasonable and necessary medical care if you get hurt or sick because of an injury or illness on the job.

Workers' compensation coverage will also replace part of your lost wages if our doctor says you must restrict your hours worked or be away from your job for a certain length of time because of a work-related injury or illness.

In accordance with Florida Workers' Compensation law, there will be a 7-calendar-day waiting period, and then compensation pay will begin on the 8th day following the Team Member's injury. If after 21 days the Team Member is still on modified duty or away from work, the workers' compensation carrier will go back and compensate the Team Member for the first 7 days missed. If the Team Member's medical condition is resolved before the 21-day mark, the first 7 days will go unpaid.

Sick pay is only provided for non-work-related absences and will not be paid for work-related injuries and illnesses.

If you are going to be away from work for longer than 8 calendar days, Frito-Lay's short-term disability carrier must be informed to apply for any benefits that you may be entitled to off-set any payments that you may be receiving from workers' compensation. Should you have any questions, please contact your manager and/or our Human Resource Manager for assistance.

Light/Transitional Duty Policy

The Orlando Site Light/Transitional Duty process will be utilized to maximize opportunities for Team Members to continue working or return to work as soon as possible to a safe work environment while maintaining the Team Member's health, safety, productivity, and earning potential.

The purpose of this policy is to affirm Frito-Lay's recognition of the benefits of providing light or transitional duty programs for Team Members sustaining occupational (job-related) illnesses or

injuries, or because of pregnancy. This policy is further intended to ensure consistency in the offering of light or transitional duty to Frito-Lay Team Members.

It is the policy of Frito-Lay to evaluate its ability to provide temporary light or transitional duty assignments to Team Members who are unable to perform the functions of their job due to an occupational illness or injury, or because of pregnancy.

Frito-Lay will attempt to provide temporary light or transitional duty assignments that are:

- Rehabilitative to the Team Member.
- Constructive and value added to the business.
- Temporary and transitional in nature.
- Assigned such that other Team Members are not put at risk.

This policy should not be construed to mean that Frito-Lay would create light duty positions or alter the essential functions of an already existing light or full duty position.

The maximum period that a Team Member should hold a light or transitional duty position under this policy is 90 days. As a general rule, if a Team Member is unable to return to his/her full-duty job after 90 days, he/she will be given the option to apply for an additional leave of absence under Frito-Lay's leave of absence policy. Any extension of the 90-day period must be approved in writing by the Human Resource Manager.

Team Members recovering from non-occupational injuries/illnesses as well as Team Members returning to their packer or material handler positions after working in another job classification for an extended period of time only, are eligible to participate in the ramp-in component of the Light/Transitional Duty program.

The assigned Light/Transitional Duty tasks must be within the Team Member's medical restrictions.

Communication and follow-up must be supported through clearly defined process roles and responsibilities.

This policy applies to full and part-time salaried, commissioned and hourly Team Members.

Please see the Safety Resource or your Human Resource Manager for more specific details of the Light/Transitional Duty Policy.

Management Opportunity

It is the policy of Frito-Lay that any employee who wants to be considered for the position of manager be given that opportunity. You should inform your manager or a Human Resources representative of your interest.

As openings occur, you will be considered along with other candidates from inside and outside the company. The person selected will be that person who, at that time, is the best qualified for the specific opening.

Employee Status

At Frito-Lay, there are two separate full-time job categories of professional drivers. Within each category several classifications and job status definitions exist. The following is a brief definition of each category.

OTR

A driver who works full-time and performs work generally outside of a 100 air-mile radius from the domicile. Drivers have the right to bid for long haul designated runs on the basis of board seniority within the long haul classification. Long haul guarantee applies.

Extra Drivers

Extra Drivers are a sub set of the OTR Board. Up to 10% of the least Senior OTR Board will be classified as Extra Drivers. (Anyone currently on the OTR board would not be considered as an Extra Driver) These OTR Extra Drivers will not bid, they will be assigned open runs. Any open runs on the OTR board to include Local Paying runs will be covered through the existing OTR open run coverage and drafting procedures.

Local Driver

A driver who works full-time and performs work generally within a 100 air-mile radius from the domicile. Work is assigned and the driver is compensated an hourly rate for all activities.

Hostler

A driver who works full-time or casual and performs work at the traffic center. The driver is responsible for "spotting" trailers for the shipping department, fueling tractors, assigning tractors, and maintaining a trailer inventory.

Casual Driver

A non-full time driver who works on a call-in basis. A casual driver should not exceed 1,500 hours in a year. When openings occur, promotion to full-time status will be based on performance.

III. SENIORITY

The purpose of our seniority program is to provide a guideline whereby all full-time employees are treated equitably with regard to such areas as benefits, vacation scheduling, layoffs, etc.. Only full-time employees will be considered to have seniority. You should be aware of a few important seniority definitions;

Traffic Center (Domicile) Seniority: The date which represents the beginning of full-time uninterrupted service at the traffic center workplace.

Company Seniority: The date which represents the beginning of full-time uninterrupted service with Frito-Lay.

Board (Classification) Seniority: The date which represents the beginning of full-time uninterrupted service within the current job classification.

Examples of the seniority definitions;

Employee hired as Casual Driver at Traffic Center A - Jan. 6th, 1984
Hired as Full-time Long Haul Driver at Traffic Center A - June 28th, 1984
Moves to Local Driver at Traffic Center B - Oct. 15th, 1988
Awarded Long Haul Bid at Traffic Center B - Feb. 2nd, 1993

For this employee, the seniority dates will be;
Company Seniority is June 28th, 1984
Traffic Center Seniority for Traffic Center B is October 15th, 1988 (Forfeits Traffic Center A's date)
Board Seniority on the Long Haul Board is February 2nd, 1993

Full-Time Employees

A full-time employee is one who has completed their probationary period. Newly hired regular drivers will be considered probationary drivers for their first one hundred and eighty (180) days of employment during which time their performance and suitability for the job will be carefully appraised by their managers. At the completion of this period, if they have met all company standards, they will be classified as full-time employees. If job performance standards are not met, the employee will be released within the one-hundred and eighty (180) day period without recourse.

For a casual driver to become a full-time driver, he /she first must be offered and accept an opportunity to join the OTR or Local board or Hostler . The probationary employee will be considered a full-time driver at the successful completion of the probationary period. For purposes of seniority and other company benefits the driver's seniority begins the day he/she joins the OTR or Local board or Hostler.

In those cases where two or more employees become full-time on the same date, the employee with oldest hire date will be senior. In those cases where two or more employees have the same hire date, the employee with oldest start date will be senior. In those cases where two or more employees have the same start date, the employee with the lowest Social Security number (last four (4) digits) will be considered senior.

Seniority, as it applies to benefits, and permanent long-term layoffs, etc., is based on Company seniority. Traffic center seniority is used for job bidding purposes and Long Haul board seniority is utilized for vacation scheduling preference.

An employee will lose his/her seniority in cases of resignation, discharge by the Company, layoffs exceeding duration as outlined by local policy, refusal to return to work upon recall, failure to return to work after an approved leave of absence, or when disability exceeds time frame as outlined by local policy.

Loss Of Seniority/Recall

Recall rights for laid off employees will be one year.

Loss of seniority - a driver is entitled to six months of short term disability and then 6 months of long term disability without losing his/her position on the board. Any driver who has not returned to work within this 12 month period (from the initial absence) will lose their board position and may be terminated.

IV. OTR BOARD PROCEDURES

Job Bidding

An employee who is awarded a bid to a board other than their current board will be assigned a driver board seniority date. An employee may only bid if qualified (i.e. no Step III - DML, doubles qualified for OTR position, etc...).

For Example: When a Long Haul Driver bids to an open Local Board position, the following steps will be followed in order;

Local drivers will first exercise preference for local board positions (i.e. shifts) by local board seniority.

OTR drivers will bid with Traffic Center seniority for the local board opening ('s).

Successful bidder is assigned new local board seniority date.

Unfilled positions are opened to other positions to be filled by interview methods.

Note: The same method applies Local Drivers bidding to the OTR Board. A Local Driver bidding on an OTR Board must be Doubles Certified. Or must agree to be willing to work towards a Doubles Certification. The expectation is that the certification will happen as quickly as the Florida Turnpike Authority processes the paperwork. In the event that an issue should arise that would prohibit the driver from being doubles certified, there will be a need to review the status of the driver as an OTR driver. This may include the Driver returning to the Local Board.

Run Bid Procedure

Posting Bid Sheet - the Bid Sheet will be posted by approximately 5 PM two (2) days prior to the day of dispatch.

Processing Bid Sheet

The OTR Driver corps will bid on the posted Bid Sheet from the time of posting until closing of the bid sheet. Runs on the Bid Sheet may be changed from the time of posting up until the time they are awarded. Exception: Late add-ons by Sales or other changes necessary to meet Sales demand. Drivers must bid in person or over the phone and may not have a staff member or manager bid on their behalf without being part of the process.

Closing Bid Sheet

The Bid Sheet closes at 12:30 P.M. prior to the day of dispatch. No bidding will be allowed after the Bid Sheet closes. Drivers will indicate their Bid using numerical numbers. Starting with number 1 as the first choice. OTR & OTR Extra Drivers can also indicate on the Bid Board using Alpha characters "A" - "Z" to indicate that if they are Drafted their preferred Draftable runs and or assigned runs. While this is not a guarantee like a Bid, the Dispatchers will try to honor these preferences in the drafting and assigning process.

Bid Rules

Each driver is responsible for maintaining his/her own status of D.O.T. hours of service and ensuring he/she has enough time to complete any run on which he/she bids.

In order to bid a run the Driver must have the estimated on-duty hours required to complete the run as posted on the Bid Sheet.

When a Driver is awarded a run with no dispatch time (i.e. will call or no time), the Driver will bid his/her next days work in the following manner:

If the Driver dispatches on his run or is told the dispatch time before the next days bids are closed he/she bids the next days runs according to the estimated return time of the run in question.

If a Driver's dispatch is delayed, he/she should adjust his/her next days bid according to when he actually dispatches. An exception to this rule will be made for runs that can be delayed the next

day and still meet delivery needs. In this case the Driver may bid on the delayable runs based on his original return time. The final determination on which runs are delayable will be made by the dispatcher.

Extension/Unscheduled Layover

- When a run is extended due to circumstances beyond the driver's control (i.e. mechanical breakdown, customer delay, management add-on, etc.) and turns into an unscheduled layover, every effort will be made by the Dispatcher to keep the Driver on his next days bid. In the event the Driver cannot make his next days bid he will go to the top of the Drivers available list for extra runs. If no run comes up he will be paid 10 hours unscheduled delay. If a run turns into an unscheduled layover the driver is required to call in and advise the manager on duty of the situation and get authorization for unscheduled layover (NOTE: Extended layover will not be paid until after 14 hours of layover time and with management authorization).

Meals & Breaks

A Driver will be allowed 45 Min. for every 5 hours on Duty for Meals & Breaks combined. Exception: Drivers would have the option to take the current 1 & 1/4 per 5 hours if needed. However, if this resulted in an unscheduled layover the Driver would not be eligible for unscheduled layover pay or any missed runs.

Dispatch Errors/Cancelled Runs

When a Driver did not get a run due to a dispatch error or a canceled run, the Driver will be placed on the top of the available Driver list to be offered other runs that become available (Note: If a Driver is notified at least 2 hours prior to dispatch regarding a canceled run, he/she will not be compensated). Below are the different possibilities and their outcomes:

If another run is offered and the Driver accepts the run, he/she will be paid any difference between what he/she would have earned and what/she actually earned on the extra run (Note: All attempts will be made to allow the Driver to pull the offered run and any other run he/she has been awarded for the next day).

If another run is offered and the Driver rejects the run, he/she will go to the bottom of the available Driver list, will not be compensated for the run.

If a run is offered that dispatches after the return time of the canceled run, the Driver will be allowed to change his/her bid for the next day if the bid board has not closed. If the bid board has closed, every attempt will be made to allow the Driver to pull the offered run and his/her run for the next day. If the Driver is unable to pull the offered run (i.e. appointments, hours, etc...) and his/her next day's run, the Driver will be compensated for the lost run.

If no work is offered the Driver will be compensated for the run he/she would have had. Only Orlando Dispatch errors and runs canceled with less than 2 hours notice will be compensated.

Late Dispatching Runs

At various times runs will be dispatched late due to warehousing issues, equipment issues, etc. In these situations, the following procedure will be followed:

If an attempt is made to contact a Driver (at least 2 hours prior to dispatch) regarding a change in dispatch time or dispatch type, he/she will not get compensated. i.e... change from doubles to sin-

gle or change in dispatch time. Driver will need to call check voice mail for any delays prior to leaving his or her home. If a Driver chose not to check the voice mail prior to arrival and the communication was at least two hours prior the driver would not be eligible for delay or unscheduled layover.

If the dispatch times change by more than six (6) hours later than the original dispatch time, the Driver can, if he/she desires, turn down the run. If he/she chooses not to take the run, he/she will not get compensation for the run and will then go to the top of the available Driver list for the next day's dispatches.

(NOTE: In the event that a Driver has already been awarded a run for the next day and wants that run the driver will become first available for the current day.)

(NOTE: A Driver who turns down a run can be "Drafted" on a run. But, if he or she has already been waiting for a run in excess of 6 hours then a 10 hour break will be needed prior to dispatch time of the "Drafted" run.)

If the Driver decides to take the run, every attempt will be made to allow the Driver to make his/her next day's dispatch. In the event that the driver is unable to make the following day's dispatch, he/she will be placed on top of the available Drivers list

(NOTE: Compensation will be handled in the same manner as a canceled run).

If the Driver shows up and is sent home due to the load not being ready or not here (i.e. interchanged load, networked load, etc.), he/she will be paid 4 hours show-up pay at the unproductive delay rate.

If there is no indication of when the run will be dispatched, the run will be canceled and the driver placed on top of the available Driver list. This will allow the driver the flexibility to re-bid if necessary and still make him most available if the canceled run were to be added to the current day again once a dispatch time could be decided.

(NOTE: Compensation will be handled in the same manner as a canceled run).

Illegal Bidding

Illegal bidding is when one of the following occurs:

- ✓ A Driver bids on a run less than eight (10) hours after he/she is scheduled to be back on a previous run. (or 10 hrs following the return time of his/her booked off run)
- ✓ A Driver bids on a run when he/she does not have the scheduled hours to pull it.
- ✓ A Driver "0's" a run he/she can pull.
- ✓ If you bid on a run that goes out prior to your current runs EBD (Eligible Bid Date & Time) and are unable to dispatch on time then your bid is considered illegal. See Exception below.

If a Driver determines that he or she can not make his dispatch time or in fact can not legally take an awarded run he or she needs to report it immediately to the Dispatcher to determine if run coverage is needed. If the Board is closed and a Driver can not pull his run due to illegal bidding the run will be assigned to the next available driver. The Driver that illegally bid can not bid again until the EBD for the assigned run; but will be considered draftable. No compensation will be paid to any Drivers due to illegal bidding.

Tardiness or Illegal Bidding Determination. If a Driver dispatches late (More than 15 minutes past the Dispatch time) then an investigation will be needed to determine the cause of the tardiness. If the Driver was tardy do to illegal bidding Job Performance progressive discipline will apply. If you bid on a run that goes out prior to your current runs EBD (Eligible Bid Date & Time) and are unable to dispatch on time then your bid is considered illegal. Exception (If the Driver bid legally and due to unpredictable delays occurring after the Bid cut off time (12:30 PM) the Driver is excused from being tardy.) If the Driver was tardy do to any other reason Attendance discipline will apply

OTR Open Run Coverage Procedure

When coverage of a single OTR run is required, the coverage order will be determined in the following manner. However, it will always be necessary to first cover the Local Board with Local Drivers and the Hostler shifts with Hostlers prior to crossing-over to the OTR board. In all cases, Local Drivers and Hostlers must maintain enough hours and be available to work their scheduled work days if needed.

1. Assign Extra Drivers
2. Local Drivers who indicated they wanted to work OTR. (Exempt: *)
3. Assign Casual Drivers
4. Draft by Reverse Seniority (Exempt: **)
5. Draft by Reverse Seniority Dedicated drivers

* May be passed over to avoid OT

** If the Draft would not cause the Dedicated Driver to be short hours needed to pull the dedicated run, then the Dedicated Driver would be drafted.

If there are no eligible drivers left to force (draft), a driver may need to be reassigned to another run to provide complete run coverage. Drivers will be reassigned in the following manner:

1. Reverse seniority of drivers with sufficient hours and eligible dispatch time (excluding dedicated drivers).
2. Reverse seniority of dedicated drivers with sufficient hours and eligible dispatch time.
3. A driver will not be moved to another run if his/her run cannot be covered by available drivers.
4. The Driver, will be paid any difference between what he/she would have earned and what he/she actually earned on the draft run.

It is the intention of this policy to give Full-Time Hostlers and Locals the opportunity to take OTR runs when possible. However to insure that Frito-Lay retains qualified casuals drivers, during slow volume times it may be necessary to assign work to casuals before Hostlers and Locals. This decision will be made on a day to day basis.

Open/uncovered runs should be covered as soon as possible, taking into consideration the dispatch time of the open run. In some instances, runs will have to be covered by the known available driver pool at 4 PM to ensure a driver has 8 hours off.

Telephone Answering Machines

In the event the Dispatcher or Traffic Resource On-Call reaches a driver's answering machine or beeper, he/she will leave a message or a beep and wait thirty (30) minutes for a response, if adequate time is available. The message to be left should direct the Driver to return the phone call. If after thirty (30) minutes there is no response, the Dispatcher or Traffic Resource On-Call will move up or down the board to the next person depending on if he/she is offering an extra run or forcing.

V. LOCAL BOARD PROCEDURES

Local Board

Every attempt will be made to cover the Local board with Local drivers. From time to time it will be necessary to cross-over boards to ensure coverage of all of the runs. However, if at all possible Local runs will be covered with Local Drivers prior to Local Drivers crossing-over to the OTR board. In all cases, Local Drivers must maintain enough hours and be available to work their scheduled work week. Every attempt will be made to balance the available hours & weekly earnings among all of the Local Drivers.

Local Drivers availability for non scheduled Local and OTR runs

Local Drivers will be allowed to request to work both on Non scheduled work days and open OTR runs by noting on the dispatch their desire to work. Locals can indicate on the Bid Board using Alpha characters "A" - "Z". While this is not a guarantee like a Bid, the Dispatchers will try to honor these preferences. After indicating on the bid sheet, if a Local driver refuses to pull an OTR run, he/she will be ineligible to request additional work for the balance of the week and will have a recorded book off. (Note: he/she may still be drafted on a run if necessary to cover the boards). All OTR pay policies regarding canceled runs, late dispatches, etc. will apply for that run.

Local Run Coverage

In the event a run designated as a Local Run is open due to vacation, illness, absence, or simple necessity, the run will be covered as follows:

1. Offered to Locals / Hostlers who are not scheduled to work (Exempt: *)
2. Assign to Casual or Extra Drivers
3. Offered to first available OTR drivers
4. Draft by reverse seniority of Local drivers on their scheduled day off
5. Draft by reverse seniority of OTR drivers

* May be passed over to avoid OT

It is the intention of this policy to give Full-Time Hostlers and Locals the opportunity to take OTR runs when possible. However to insure that Frito-Lay retains qualified casuals drivers, during slow volume times it may be necessary to assign work to casuals before Hostlers and Locals. This decision will be made on a day to day basis.

VI. HOSTLER BOARD PROCEDURE

Hostler Board

Hostlers will be assigned to a fixed shift. The awarding of shifts will be based on Seniority and will change only when pre-approved.

Hostler availability for non scheduled Local and OTR runs

Hostler will be allowed to request to work on non scheduled work days by noting on the dispatch their desire to work. This should be done by writing "OTR" on the Bid sheets. If a driver indicates "OTR" then he or she will be considered for both open Local work as well as Over-the Road runs. If a drivers indicates "Local" on the bid sheets then he or she will only be considered for Local runs. In all cases, Hostlers must maintain enough hours to work their scheduled yard shift.

The following rules will apply:

- ✓ After indicating on the bid sheet "OTR", if a Hostler refuses to pull an OTR run, he/she will be ineligible to request additional work for the balance of the week and will have a recorded book off. (Note: he/she may still be drafted on a run if necessary to cover the boards).
- ✓ Site seniority will be used to determine OTR assignments.
- ✓ Once a Hostler driver is assigned an OTR run, he/she will be compensated based on OTR rates. All OTR pay policies regarding canceled runs, late dispatches, etc. will apply for that run. A Hostler assigned to a Local run will be compensated based on Local pay.

Hostler Coverage

In the event a Hostler shift is open due to vacation, illness, absence, or simple necessity, the shift will be covered as follows:

1. Offered to other Hostlers who are not scheduled to work that day, in order of available hours.
2. Offered to other Drivers; Casual, Local or OTR who have recent experience as a
3. Hostler.
4. Draft by reverse seniority: Casual, Hostler, Local or OTR who have recent experience as a Hostler.

VII. Safety

Safety Philosophy

It is our philosophy that all employees should have a safe environment and be free from injury and illness while performing their assigned duties.

Frito-Lay is committed to providing you with safe equipment and vehicles, as well as with the necessary training so that you are able to carry out your daily activities in a safe manner.

It is your responsibility to always utilize safe practices when performing your job and to bring to the attention of your manager any unsafe equipment or conditions so that they may be corrected. Every individual member of the Frito-Lay Distribution Network Team must be actively involved in promoting safety.

Awards

The recognition for driving safely is an integral part of Frito-Lay's Safety Program. Awards are presented annually at the safety awards banquet conferring to the recipient recognition and esteem by Frito-Lay and fellow drivers.

Awards will be conferred for the following periods of safe driving:

1 year (consecutive)	10 years	25 years
3 years	15 years	30 years
5 years	20 years	35 years

Training

The Frito-Lay safety training program includes:

- ✓ Safety oriented new driver training program
- ✓ Monthly safety presentations/discussions
- ✓ Ongoing refresher training as needed.
- ✓ Continual upgrading of safety and training programs.

Safety Policy

It is Frito-Lay's objective to create a safe work environment for all employees. Each employee is responsible for minimizing accidents and work-related injuries as they apply to job accountabilities.

It is the responsibility of all employees to report accidents or injuries immediately by contacting their manager and the (1-800-23-Frito) reporting system. If employees fail to report accidents or injuries within 24hrs, they may be subject to disciplinary action up to and including termination.

ACCIDENT DEFINITION

An accident is defined by Frito-Lay as: Any occurrence involving a vehicle owned, rented, or leased, by Frito-Lay in which there is contact with a person, object or property, resulting in injury or death to any person, or any damage to Frito-Lay property or the property of others.

CHARGEABLE ACCIDENT

A chargeable accident is defined as an accident in which the Frito-Lay employee failed to exercise every reasonable precaution to prevent the accident.

A NON-CHARGEABLE ACCIDENT

A non-chargeable accident is defined as an accident in which the Frito-Lay employee exercised every reasonable precaution to prevent the accident.

INJURY / ILLNESS DEFINITION

An injury / illness is defined by Frito-Lay as: Any occurrence involving a Frito-Lay employee performing Company Business that results in the injury or illness of the employee and requires immediate or potential future medical attention.

UNSAFE ACT / CHARGEABLE

An unsafe act is defined as an act in which the Frito-Lay employee failed to exercise every reasonable precaution to prevent actual or potential injury / illness to him or herself or to others. If an unsafe act occurs the incident will be chargeable.

UNSAFE CONDITION / NON-CHARGEABLE

An unsafe condition is defined as an act in which the Frito-Lay employee exercised every reasonable precaution to prevent injury / illness to him or herself or to others. If an incident occurs because of an unsafe condition and not an unsafe act, the incident will be non-chargeable.

Action	Step	Cleansing Time Frame
One (1) Chargeable Accident or Unsafe Act	Oral Warning	6 months
Additional Chargeable Accident or Unsafe Act within six (6) months of previous Oral Warning	Written Warning	9 months
Additional Chargeable Accident or Unsafe Act within nine (9) months of Written Warning	DML	12 months
Additional Chargeable Accident or Unsafe Act within one (1) year of DML	Discharge	

Any combination of three (3) chargeable accidents or chargeable injuries in a twelve (12) month period may result in termination.

VIII. Attendance Policy

Purpose

Regular and timely attendance is required of every employee. It ensures an available supply of qualified employees to help maintain the efficiency of our operation. Failure to maintain an acceptable level of hours worked and meet dispatch schedules has an adverse impact on our ability to commit to and meet specific delivery schedules. More importantly, by being at work, we do not place a hardship on fellow employees.

General Principles and Definitions

Definition of an Absence (incident)

An absence from work is defined as anytime a driver books off a run or fails to cover an assigned run or awarded run. Employees must report absences at least two (2) hours before the start of their scheduled dispatch time unless considered to be an emergency.

Definition of Tardiness

Tardiness is defined as failure to make scheduled arrival times due to leaving after posted dispatch time for a run, or excessive layover time. (Failure to arrive within 15 minutes of the scheduled dispatch time will automatically result in a 1/2 incident for tardiness.)

Dispatch Time Change

You may not dispatch more than 15 minutes early without prior approval. Exception: HUB runs should not be approved for early dispatch. However, if you dispatch more than 15 minutes early; you must use the posted EBD "Eligible Bid Date & Time" for bidding on future runs.

Dispatch times may be adjusted provided that (ALL) of the following stipulations take place:

- Manager or Dispatcher consent has been granted prior to scheduled dispatch time.
- The run is not a HUB run & the run can be completed in a safe manner.
- Pick-up and deliveries can be completed on time and the run can be completed in a safe manner.

Progressive Discipline for Attendance

An incident (1) of absenteeism is one or more consecutive days absent from a scheduled work-week, with exceptions made for time loss due to jury duty, funeral leave or on the job injury. Also, half (1/2) an incident will be incurred for tardiness. Below are the Progressive disciplinary steps. If a driver shows a pattern of Attendance related issues then the normal disciplinary steps can be accelerated.

Draft Book-offs

On any run in which the driver is "drafted" an attendance incident (book-off) will be doubly weighted as (2) two incidents. The Third Draft Book-off in any calendar year (Jan 1-Dec 1) will result in automatic placement to **Step III – Decision Making Leave**

Emergency Clause

All employees will be granted ONE (1) free book off per calendar year, to be used at his/her choosing. This may be used on regular book-offs as well as draft book offs, but keep in mind that there is only one and it should be saved for when *an actual emergency exists*. If you do not use your free book off in the calendar year it will not carry over to the next year. The free book-off acts as amnesty against any disciplinary action for a particular incident but the incident will still counts against any attendance incentives or rewards and recognition.

Oral Warning

When a team member has three (3) incidents of absenteeism within a 60-day period, he/she will receive an Oral Warning. If one (1) complete incident does not occur within the next 60 days the step will be cleansed (*Note: If 1/2 an incident does occur within the 30 days it will not be cleansed until 60 days after the date of the 1/2 incident*). (In other words, it is possible for the Written Warning to be cleansed to an Oral Warning while still carrying over a 1/2. If he/she receives an additional 1/2 incident within the 60 days he/she would then receive another Written Warning)

Written Warning

When a team member has one incident within the next 60 days from date of issuance of the Oral Warning, he/she will receive a Written Warning. If one (1) complete incident does not occur within the next 60 days one step of discipline will be cleansed (i.e. the Written Warning will become an Oral Warning). Please refer to Oral Warning for cleansing period (*Note: If 1/2 an incident does occur within the 60 days it will not be cleansed until 60 days after the date of the incident*). In other words, it is possible for the Written Warning to be cleansed to an Oral Warning plus a 1/2 an incident).

Decision Making Leave (DML)

When a team member has an incident in the next 60 days from date of issuance of the Written Warning, he/she will be placed on a one day decision making leave of absence. (*Note: Cleansing process works in the same manner as in Written Warning*. In other words, a step at a time is cleansed versus the entire action).

Suspension Pending Investigation

When an employee has one incident in the next 60 days from date of issuance of the DML, the employee will be suspended subject to termination. When a team member experiences 60 days from the date of issuance of a contact without an incident, the current incident will be removed. This applies to each contact of the procedure. Personal leaves of absence, medical leaves of absence, vacation days and lost time days (on the job injury) are not considered when evaluating the 60 day time frames.

A "No Call/No Show" is defined as a failure to report off prior to the scheduled dispatch time or to depart later than two (2) hours after the scheduled dispatch time without prior supervisory consent. A no call/no show is a very serious offense and will result in the following progressive disciplinary action(s):

1st Occurrence --- Written Warning

2nd Occurrence --- Decision Making Leave

3rd Occurrence --- Discharge

A team member who does not call in and report his/her absence for 3 consecutive workdays will be considered to have voluntarily quit. Job abandonment during a run will result in serious disciplinary action; up to and including termination.

Attendance and Discipline: Attendance and Progressive discipline, bid restrictions, and probationary periods are extended by the amount of time the driver is on a leave of absence regardless of the type of leave of absence or by any time the driver is not considered on active duty. Examples include FMLA, personal LOA, modified or light duty, or leaves due to work related injuries.

Personal Day Off (PDO)

This policy recognizes that drivers work erratic hours and that there may be days that a driver may need to have time off for personal reasons. The following guidelines apply if a driver would like a PDO: Any requests for a day off must be approved by your Resource. All requests will be processed on a first come first served basis. However, no requests will be granted for more than 1 month in advance. These time constraints help ensure fair and even distribution of PDO's. Each driver will be limited to five (5) PDO's per calendar year. No more than one driver from each board (OTR/LOCAL) will be given a PDO on a given day. Exceptions to this rule can be made by your Resource based on the needs of the business. Consecutive days off are not recommended, however, exceptions may be granted by your Resource. During peak promotional time frames, certain days may be blocked out due to the needs of the business. These days will be blocked out one month in advance.

IX. Rules of Conduct

Professional Conduct

As a professional driver of Frito-Lay, Inc. team members represent themselves, the Service and Distribution function, and the Company to the public and other Frito-Lay team members.

Professional conduct is reflected in a high regard for safety, quality performance, and cooperative efforts when dealing with all Distribution clients (Plants, Sales, Vendors, etc...) and when interacting with the Traffic Center staff and other drivers.

The use of profane, abusive, harassing, indecent, and/or threatening verbal or body language toward any person whether they are employed by Frito-Lay or not is forbidden.

The use of racial or ethnic slurs, derogatory terms, and racial or ethnic jokes is forbidden

Progressive Discipline

The progressive discipline system is based on the principle that discipline is meant to be corrective and not punitive in nature. The system is designed for the purpose of addressing individuals who are not meeting performance expectations.

The steps involved in the disciplinary process are listed below. However, the severity of the act will determine the actual step issued.

STEP 1:	Oral Warning (30 days)
STEP 2:	Written Warning (60 days)
STEP 3:	Decision Making Leave (180 days)
STEP 4:	Suspension Pending Investigation

In the event of an extremely serious offense, the initial step or steps may be bypassed. If the offense is of such significance that the team member's employment cannot be continued, discharge may be appropriate without the inclusion of previous steps.

The following rules explain the manner in which steps of discipline will "fall off" (or remain active):

Oral Warning - If no other step of discipline is issued within 30 days of the Oral Warning, the Oral Warning will be cleansed.

Written Warning - If no other step of discipline is issued within 60 days of the Written Warning, one step of discipline will be taken off (Written Warning). In other words, the Driver will then fall back a step to an Oral Warning for another 30 days (see Oral Warning above for explanation of how the Oral Warning step will progress).

DML - If no other step of discipline is issued within 180 days of the DML, the driver will clear the progressive discipline system..

Attendance and Discipline: Attendance and Progressive discipline, bid restrictions, and probationary periods are extended by the amount of time the driver is on a leave of absence regardless of the type of leave of absence or by any time the driver is not considered on active duty. Examples include FMLA, personal LOA, modified or light duty, or leaves due to work related injuries.

Our success at the Orlando site depends on all of us working together toward a mutual goal. This requires that codes of conduct be maintained to define and protect the rights, safety, and welfare of all Team Members. In general, the company uses ordinary, reasonable, common sense codes of conduct it considers necessary to ensure the mutual welfare of the company and its Team Members.

The following list outlines the general codes of conduct governing the actions of Team Members which are prohibited and may result in disciplinary action up to and including termination depending on the severity. Some plant rules are considered very serious offenses and could result in immediate termination. These rules can not cover all situations that will initiate discipline, but are intended to indicate some of the obvious areas of misconduct that may result in discipline up to an including termination. Should you have questions regarding this or any other aspect of this outline, please discuss them with your Resource or the Human Resource Department. The company reserves the right to add to or amend these rules as may be necessary.

SITE RULES

The following are some examples of actions that are prohibited anywhere on the property of Frito-Lay or on company time.

These rules cannot cover all situations which will initiate discipline, but are intended to indicate some of the obvious areas of misconduct which will result in discipline. Any conduct within the general area of the foregoing violations will result in appropriate discipline.

**THESE MAY RESULT IN DISCIPLINARY ACTION
UP TO AND INCLUDING IMMEDIATE TERMINATION.**

- Violation of public law when at work or on company property.
- Misusing, damaging, or removing property belonging to the company, or other Team Members.
- Submitting (verbally or in writing) false or inaccurate information to the company for any reason during the course and scope of employment, including but not limited to, time records, personnel records, production or sanitation records, medical information, leave of absence requests, or information provided during the course of an investigation.
- Violation of safety or sanitation rules and procedures.
- Sleeping on the job.
- Damaging vehicles in the parking lot and not reporting said damage.
- Posting or removal of any material on bulletin boards or company property at any time, unless specifically authorized by management.
- Failure to immediately report accidents or personal injury arising out of employment to a Resource.
- Gambling on company property.
- Use of profane, abusive, indecent, or threatening language directed toward fellow Team Members, management, visitors, or customers.
- Violation of company policy to include the Anti-harassment policy, Drug and Alcohol policy, Workplace Violence policy, E-mail policy, and internet policy.

- Insubordination or failure to comply with an authoritative/legitimate instruction.
- Engaging in horseplay - running, fighting to include making unnecessary physical contact with an employee, manager, visitor, or customer, or other disturbances on company premises.
- Carrying, possessing, consuming or being under the influence of intoxicants or illegal non-prescription drugs while on company premises or during scheduled working hours.
- Carrying or possessing firearms, explosives, or other lethal weapons while on company premises.
- Entering the plant or remaining on the premises unless on duty or scheduled to work. The exception to this would be the following: going to the company store, credit union, picking up paycheck and attending a mandatory meeting.
- Reselling products purchased at the company store.
- Improper use of a company credit card.
- Improper use of emergency response system.
- Job abandonment.

- Entering any of the peripheral buildings without direct permission from your Resource unless specifically required by your job duties.

- Smoking, gum chewing, candy and chewing of tobacco products, except in authorized areas according to the plant's non-smoking policy.
- Propping open doors in any way
- Excessive tardiness and/or absenteeism.
- Knowingly reporting for work with or harboring any infectious disease.
- Bringing guests/visitors into the production area of the plant with out permission of management. Guests/visitors will be allowed only in the cafeteria, company store and reception area and must be accompanied by a Team Member.
- Taking food or any tobacco products, drink, etc., in areas of the plant other than lunchroom, office areas, or conference rooms.
- Solicitation for any purpose during working hours or soliciting other Team Members while they are working.
- Failure to meet performance expectations.
- Inappropriate use of personal cell-phones while working.
- D.O.T. infractions. Violations of Federal or State Regulations.

Frito-Lay, Inc. has the moral and legal obligation to ensure its Team Members safety and/or well being. In the event that reasonable suspicion exists that puts this obligation at risk, Frito-Lay can and will search its premises and/or property (to included personal affects on the premises and/or property). The procedure for the search of the personal affects will be:

- 1) A Manager/Resource will conduct the search
- 2) Present with the Manager/Resource conducting the search will be another Manager/Resource and the Team Member (if available) of the affects being searched.

NOTE: Please see APPENDIX for specifics on Speeding, D.O.T Compliance, and other pertinent regulations or items.

X. GENERAL

Guarantee Pay

All full-time O.T.R. Drivers are guaranteed a weekly minimum income provided they meet the following qualifications:

- Bid on all work available.
- Perform all assigned work.
- Are available for all runs

For purposes of determining guarantee pay, your weekly income will be calculated based on the determined guarantee pay less what you have earned from Sun 0001 - Sat 2359.

Holiday Pay

Each Driver has the option each calendar year of having ten (10) or three (3) paid holidays. If a Driver elects to have ten (10) paid holidays, they will be:

- | | |
|---------------------|-------------------------------|
| New Years Day | Martin Luther King's Birthday |
| Employee's Birthday | Good Friday |
| Thanksgiving Day | Memorial Day |
| Christmas Eve Day | Fourth of July |
| Christmas Day | Labor Day |

(**NOTE:** Please see the Appendix for the holiday pay amounts.)

Each calendar year, each Driver has the option of exchanging seven (7) holidays for an additional week of vacation time. If he/she elects this option, the Traffic Resource must be notified before the New Year. The three remaining paid holidays will be Thanksgiving Day, Christmas Day, and Martin Luther King's Birthday.

Vacation Eligibility

Your vacation week will begin on Sunday 0001 hours and end on the following Saturday at 2400 hours; unless pre-approved by a manager. (All vacations must follow through 7 consecutive days). In the event your bid run returns on a Sunday of your vacation week, your vacation will begin at the completion of that run and follow through for seven (7) days. You will be eligible to bid anytime before or after the vacation time period.

Vacation Pay

Vacation pay will be calculated as 1/52 of the previous calendar year's earnings, for OTR drivers. Local Driver and Hostlers will be paid 40 hours for their vacation week (@ regular hourly rate).

Vacation Bidding

The vacation bid schedule will be posted in the Drivers room on January 2 for the current year and taken down January 31 at which time vacation bidding will be closed. All Drivers eligible for vacation will have their names, seniority date, and number of weeks available to bid listed on the left side of the page. The weeks will be listed across the top of the page.

Vacation weeks will be bid from January through December of the current year. The number of full-time Drivers allowed on vacation during any week will be determined by management based on business needs. Drivers will bid vacation weeks by Company seniority from January 2 to January 31 for the current year. After vacation bidding has closed on January 31, any available un-bid vacation weeks will be granted on a first come/first serve basis commensurate with the needs of the business. (Exception: A Driver may select to exchange seven paid holidays for an additional week of vacation. If this selection is made he/she must notify the Dispatcher and Payroll Clerk before January 1 of the bid year. All Drivers selecting the additional week of vacation will bid the additional week after regular vacation bidding has closed. Open bidding for the additional week will be a one week time period after regular bidding has closed.

Vacation time is earned on each service anniversary and must be bid or used by the next service anniversary.

For team members hired before December 29, 2002: Team Members acquire additional vacation with accumulated years of service based on the following schedule:

- Two weeks after one year of continuous full-time employment.
- Three weeks after five years of continuous full-time employment.
- Four weeks after 15 years of continuous full-time employment.

Your anniversary date will be the date used to determine vacation eligibility. The vacation season will be continuous from March 1 through the end of February. Upon termination, you will be paid for any unused vacation to which you are entitled as of your last employment anniversary.

For Team Members hired on or after December 29, 2002: Team Members will earn vacation as follows:

- 1 week eligibility = .38 days per period.
- 2 weeks eligibility = .77 days per period.
- 3 weeks eligibility = 1.15 days per period.
- 4 weeks eligibility = 1.54 days per period.

- Team Members hired between the first day of the fiscal year and March 31 will receive one week of vacation to be used before the end of the fiscal year of employment.
- Team Members hired after March 31 will receive two weeks of vacation starting in the fiscal year following the year of employment.
- Team Members with less than 5 years of service on January 1 will be entitled to two weeks of vacation in that fiscal year.
- Team Members with 5 through 14 years of service on January 1 will be entitled to three weeks of vacation in that fiscal year.
- Team Members with 15 or more years of service on January 1 will be entitled to four weeks of vacation in that fiscal year.

An employee must have completed six months of continuous service before they are eligible to receive vacation. Any used but unearned vacation pay will be deducted from the final check of a terminated Team Member.

Vacations and Leaves of Absence: When individuals who are out on leave of absence approach their anniversary date, vacation earned but not taken will be paid out to the team member while on LOA. They can not carry over any vacation upon their return to work. For team members on leave of absence for greater than 8 weeks during the qualifying year, vacation will be prorated and the following schedule will apply.

<u>Length of Absence</u>	<u>Vacation Reduced by:</u>
8 weeks or less	Full Vacation
9 weeks	9/52 or 17.31%
10 weeks	10/52 or 19.23%
11 weeks	11/52 or 21.15%
12 weeks	12/52 or 23.08%
13 weeks	13/52 or 25%

Continuing at a 1/52 reduction each week not worked until 52 weeks or 52/52 or 100%.

A week in which a team member has worked any scheduled hours will not be considered a week missed. To determine the number of vacation days for which a team member is eligible, multiply the percent of vacation reduction times the number of vacation days eligible for. All resulting fractions are rounded to the nearest whole number of days. This number is then reduced from the eligible allotment of vacation days to determine the team members new vacation accrual.

Vacation Buyback

Full-time drivers with earned vacation of more than 2 weeks will have the option to sell vacation weeks in excess of 2 weeks back to the company. Drivers who elect this option will be paid for each week according to regular vacation pay calculation.

Sick Leave & Pay

Please note the following:

After completing one (1) full year of service, all permanent Drivers will be eligible for five (5) days sick leave with pay for the remainder of the calendar year. Succeeding sick leave benefits will be credited each calendar year January 1 - December 31.

Drivers with more than one (1) but less than two (2) years of service on January 1 will be eligible to receive five (5) days of sick leave for that calendar year.

Drivers with two (2) or more years of service on January 1 will be eligible for ten (10) days of paid sick leave for that calendar year.

Sick days will not be cumulative. That is, they cannot be carried over year to year.

Method of Calculation

A sick day will be computed at one-fifth (1/5) of guarantee for OTR Drivers and 8 hours pay for Local Drivers.

Waiting Period

A one day waiting period will be required before sick pay begins; that is, the benefit is payable on the second (2nd) day of illness. The waiting day is the day of dispatch for the run awarded. (NOTE: If an OTR Driver is obviously temporarily disabled from driving he/she may not be required to bid and the waiting day will be the next day for which he/she is available for bid).

There is no waiting period, however, if a Driver is hospitalized. Benefits in the case of hospitalization are payable on day one and will equal short term disability pay.

No more than five (5) days may be used for any single instance of illness.

Leave of Absence Policy

PURPOSE

The Company realizes that it is sometimes necessary for an employee to be absent from work for an extended period of time. As is more fully explained herein, depending on the particular facts and circumstances, you may be eligible for a leave of absence under Frito-Lay's personal, family/medical, military, or funeral leave of absence policies.

DESCRIPTION / ADMINISTRATION

Except in extreme circumstances, Leaves of Absence must be approved prior to the employee's absence from the facility. Leave request forms may be obtained from the on-site Human Resources office.

Employees returning from a personal medical leave of absence must have a full duty release to return to work (unless under the provisions of the American with Disabilities Act or the Pregnancy Discrimination Act) prior to returning to work. Employees returning from personal medical leave, who have been out of work for six (6) weeks or longer, will be offered a return to work hardening program (i.e. ramp-in) to ease their transition back into the workforce. Work hardening programs will be coordinated through the medical management nurse.

Time on leaves of absence does not count towards vacation accrual or uniform allowance if the LOA is greater than 8 weeks. Time on leave does not count as time worked for purposes of perfect attendance tracking or other reward and recognition programs. Attendance incidents, pro-

gressive discipline, bid restrictions, and probationary periods are extended by the amount of time the Team Member is on a leave of absence regardless of the type of leave of absence. (i.e. dates roll forward by the amount of time missed.) Absences and corrective action do not roll off while an employee is on LOA.

Prior to the Team Member's scheduled start time on the day a Team Member returns to work from a medical leave of absence for themselves, they must provide HR and their manager with a Physician statement that the employee may "Return to Work without Restrictions." The employee will not be allowed to work until the RTW statement is received. Normal attendance guidelines will apply until the RTW statement is presented.

Any employee on a leave of absence is responsible for maintaining insurance premiums normally payroll deducted.

Family and Medical Leaves of Absence

Family/Medical Leave

If you have been employed by Frito-Lay for at least twelve months, and you have worked at least 1,250 hours during the twelve months preceding the first day of your requested leave, you are eligible for leave under the federal Family and Medical Leave Act ("FMLA"). You may take up to twelve weeks of FMLA leave during a rolling twelve-month period. The rolling twelve-month period is measured backward from the first day of your requested leave.

Your leave will count against your FMLA entitlement in accordance with FMLA requirements. You may request FMLA leave for any of the following reasons:

- For the birth or care of a newborn child, or for a newly acquired adopted or foster child
- To care for a spouse, child,* or parent with a chronic or serious health condition
- For your own chronic or serious health condition that prevents you from performing the functions of your job

*Generally, the child must be under the age of eighteen.

You must give at least two weeks' advance notice to your supervisor before taking FMLA leave. For emergency or unanticipated leaves, you must notify your supervisor of the need for leave as soon as practicable, generally within two business days of when you learn of the need for FMLA leave. Failure to timely provide proper notice of the need for FMLA leave may be grounds for delay of leave and subject you to disciplinary action in accordance with the attendance policy.

Contact the Human Resources Department for the paperwork necessary to apply for FMLA leave.

Bonding Leave

Employees have the option of using up to one (1) week of FMLA leave intermittently for bonding with a newborn child, or a newly acquired adopted or foster child. The remaining FMLA leave available must be taken on a consecutive basis.

Eligible employee may use up to twelve (12) weeks of consecutive leave for bonding with a child born or placed in their home, assuming the employee has not already used his/her 12 weeks of FMLA leave during the previous 12 months.

FMLA leave for bonding must be taken during the one-year period following the birth of the child, or in the case of an adopted or foster child, within one year following the placement of the child in the employee's home.

Extended Medical Leave

If, following the expiration of your FMLA leave, you are unable to return to work, you may apply for an extension of your leave under Frito-Lay's Extended Medical Leave ("EML") Policy. Initially you will have the opportunity to apply for up to 14 weeks of EML. Thereafter, EML will be granted in 6-month (26-week) extensions.

EML request forms are available through your manager or the Human Resources office. The EML request form should be completed and submitted to your manager or the Human Resources Office within fourteen (14) days of the date you receive the form. You will be required to provide medical documentation in support of your request for an extension of your leave.

If your time away from work is not used for the designated purpose as permitted by Frito-Lay's Leave of Absence policy, the leave will be canceled. **Misrepresentation of the reason for a leave, or the failure to comply with the requirements of Frito-Lay's Leave of Absence Policy may result in disciplinary action up to and including termination.**

Medical Benefits While on Leave

If you are approved for short-term disability, and are eligible for medical benefits through Frito-Lay, your current elections will be continued during your leave.

If you are approved for long-term disability benefits and you are eligible for medical benefits through Frito-Lay, your current elections may be modified. Please contact your Human Resources Representative for more information. In order to continue your medical benefits while on STD or LTD, you must continue to make your required contributions to maintain your level of coverage.

If long-term disability benefits are denied, but you provide sufficient medical documentation to support your need to be out of work, you can continue your company-provided benefits at full cost, without the company contribution.

If you are receiving short-term disability or long-term disability benefits, your contributions will automatically be deducted from your disability payments. If you are not receiving disability benefits, or your disability benefits are not enough to cover the cost of your benefit contributions, then you should send your required contributions *monthly* to:

**ATT: Benefit Premiums
Frito-Lay, Inc.
P.O. Box 660634, Mail Drop 4B-255
Dallas, TX 75266-0634**

You can determine the amount of your contributions by calling 1-888-236-7587 and reviewing your current benefit elections, or by referring to your last paycheck stub. If you fail to make your required contributions, Frito-Lay reserves the right to retroactively adjust your benefits to "core coverage" for yourself only.

Earnings Replacement While on Leave

All leave available under this policy will be unpaid unless you also qualify for a benefit payment such as short-term disability, long-term disability, or workers' compensation. Thus, under Frito-Lay policy, FMLA and EML run concurrent with your receipt of short-term disability, long-term disability, or workers' compensation benefits.

Reporting Your Status While on Leave

While on leave, you are required to report in to your supervisor at least once a month by phone or in person regarding your status and intent to return to work. For leaves of less than one month, you must report weekly. Failure to report your status in a timely manner may result in disciplinary action up to and including termination.

Other Employment While on Leave

Other employment is not permitted during FMLA leave unless it is pre-approved in writing by your local Human Resources Department (unless state law provides otherwise). Other employment includes volunteer work or other activities where, under most circumstances, you would receive payment for your services. For example, performing services for a friend or relative is considered "other employment" even if compensation is not actually received for the services. Additionally, under no circumstances should an employee be engaging in activities that violate his/her doctor's restrictions. The failure to comply with these requirements is considered a violation of Frito-Lay's Leave of Absence Policy and may result in disciplinary action up to and including termination.

Employment Rights While on Leave

If you are able to return to work at any time during your 12 weeks of FMLA leave, you will be returned to the same or an equivalent position at Frito-Lay. During Extended Medical Leave your right to return to the same job will be based upon local policy and procedures regarding rebidding of positions and/or the availability of positions for which you are qualified.

When you return to work from a medical leave for your own serious health condition, you will be required to provide certification of fitness for duty.

In the event that there has been a restructuring or a reduction in workforce during your leave of absence, your right to return to a job will be based on the same criteria as if you had been at work.

Maximum Amounts of Available Leave

The maximum amount of leave available under Frito-Lay policies for a non-occupational illness or injury is eighteen (18) consecutive months. The maximum amount of leave available under Frito-Lay policies for an occupational illness or injury is thirty-six (36) consecutive months.

The maximum amount of leave for employees who do not meet the eligibility criteria for FMLA leave is fifteen (15) consecutive months for a non-occupational illness or injury, and thirty-three (33) consecutive months for an occupational illness or injury.

Time spent performing light or modified duty will not count towards the above-stated leave maximums.

An employee returning to work in a full-duty capacity must work for a period of at least ninety (90) days before becoming eligible for another 18/36 (or 15/33) months of leave. For example, suppose an employee with a non-occupational injury has been on leave for a period of sixteen months and returns to work (full-duty) for one day, and then goes back on a leave. That employee will be eligible for a maximum of two more, for a total of 18, months of leave.

PERSONAL LEAVE OF ABSENCE POLICY

A Personal Leave of Absence is an authorized absence from work in excess of seven calendar days resulting from unusual and extreme circumstances of a non-medical nature.

- To be eligible for a Personal Leave, an employee must be employed with at least one year of continuous service with Frito-Lay.
- Approved Personal Leaves do not count as a recordable absence.
- If granted, the duration of the leave will depend upon the operating needs of the company and the personal situation. A personal leave cannot exceed 90 days. If an employee is out over 90 days and a request for an extension has not been received, the employee is considered to have resigned without notice.
- Personal leaves are intended to balance the demands of the workplace with the personal needs of the employee for unusual and extreme circumstances. They are not intended to broaden the scope of other leave policies such as FMLA or Funeral Leave.
- Personal Leaves are not intended to be taken in place of vacation, floating holidays, personal days or earned days.
- Personal Leave requests must be for a time period of greater than seven calendar days.
- Personal Leaves are approved by the Leadership Team. Foreseeable events must be requested at least seven calendar days in advance of the leave and unforeseeable events must be requested within two business days of the event.
- Team members will be required to exhaust their vacation prior to a personal LOA being approved.

Funeral Leave

An absence of up to 3 consecutive working days with pay (at 1/5 of the team member's average weekly earnings for the last 13 weeks for OTR Drivers; 8 hours pay for Local Drivers) will be granted in order for the team member's to make arrangements for or attend the funeral of a parent, child, spouse, brother, sister, mother-in-law, father-in-law, grandparent, step-parent, step-child, step-brother, step-sister, or step-grandparent. The team member must request the desired number of days prior to the absence in order to be eligible for funeral leave pay. If circumstances require an absence of more than 3 days (without additional pay), prior approval must be obtained from a resource.

Domestic Partner Leave Policy

Frito-Lay employees may apply for leave to care for a same-sex domestic partner or his/her dependent children. The extension of leave to same-sex domestic partners is designed to enable employees who are in a committed relationship with their domestic partner to apply for leave to the same extent that our married heterosexual employees may apply for leave to care for a spouse or dependent child.

By offering Domestic Partner Leave, Frito-Lay is continuing to demonstrate its deep commitment to the importance of Diversity and Inclusion in our business.

Leave Eligibility

To be eligible for Domestic Partner Leave, you must meet the following eligibility criteria:

- You must have been employed by Frito-Lay for at least 12 months; and
- You must have worked at least 1,250 hours during the 12 months preceding the first day of your requested leave.

The maximum amount of Domestic Partner and/or family medical leave available is 12 weeks within a rolling 12-month period. Thus, for purposes of determining whether you have already taken your 12 weeks of leave, Domestic Partner Leave will be added to leave you have taken under the federal Family and Medical Leave Act and/or your state's family medical leave law. All Domestic Partner Leave will be unpaid unless you also qualify for a benefit payment such as sick leave or vacation.

Qualifying Events

You may request Domestic Partner Leave for the following reasons:

- For the birth or care of a child born to your domestic partner;
- For an adopted or foster child placed with your domestic partner;
- To care for your domestic partner if he/she has a chronic or serious health condition;
- To care for your domestic partner's child if the child is under the age of 18 and has a chronic or serious health condition.

Additionally, you may only take Domestic Partner Leave if your domestic partner and his/her children meet the eligibility criteria set forth below.

Eligible employees may take consecutive Domestic Partner Leave for bonding following the birth of a child or the placement of a foster or adopted child in the employee's home. Consecutive Domestic Partner Leave for a child must be taken during the one-year period following the birth or placement of the child in the employee's home. The ability to take Domestic Partner Leave on an intermittent basis varies by local policy. Check with your Human Resources Manager for more details.

Domestic Partner Eligibility

To be eligible for Domestic Partner Leave, you and your domestic partner must meet certain requirements depending upon the laws of your state of residency:

- If you live in a state that permits same-sex couples to marry or enter into civil unions, such as Vermont, you and your domestic partner will have to get married or enter into such a union.
- If you live in a state that does not permit same-sex couples to marry or enter into civil unions, you and your domestic partner will be required to execute a legally binding domestic partner agreement that has been notarized or witnessed by a third party.

If the right to marriage or a civil union is legally established where you live, you will then be required to marry or enter into a civil union in order for your domestic partner and his/her dependent children to be covered by this policy. If you and your domestic partner are legally married or enter into a civil union, a domestic partner agreement is not required.

Frito-Lay reserves the right to request a copy of your domestic partner agreement (or civil union/marriage license where applicable by law) as proof that your domestic partner is covered by this policy.

Eligibility of Children of a Domestic Partner

Once you have entered into a domestic partner relationship, the dependent children of your domestic partner are covered by this policy if either you or your domestic partner are the legal guardian of the child, or if the child is a foster or stepchild who is primarily dependent on you or your partner for support. To be covered by this policy the child must be under the age of 18.

Notice of the Need for Domestic Partner Leave

You must notify Frito-Lay of your intent to take Domestic Partner Leave at least fourteen days before your leave is to begin, or as soon as practicable – generally within two business days. If you fail to provide adequate notice of your need for Domestic Partner Leave, Frito-Lay may delay or deny your request for leave.

Medical Certification

In most cases you will be required to provide a completed *Certification of Healthcare* provider in support of your request for Domestic Partner Leave. The medical certification must be provided within fifteen days of the date it is requested, or your leave may be delayed or denied. Medical certifications that are incomplete will not be accepted.

Misrepresentation of the Need for Domestic Partner Leave

If your time away from work is not used for the designated purpose as permitted under this policy, the leave will be canceled. Misrepresentation of the need for leave may result in disciplinary action up to and including termination of your employment.

While you are on Domestic Partner Leave

Reporting Your Status – While on Domestic Partner Leave, you are required to report in to your supervisor at least once a month by phone or in person regarding your status and intent to return to work. For leaves of less than one month, you must report weekly.

Benefits Plus Coverage -- If you are currently eligible for medical benefits through Frito-Lay, your current elections under Benefits Plus will be continued during Domestic Partner Leave.

However, you must continue to make your required contributions to maintain your current level of coverage. You should send your required contributions *monthly* to:

**ATT: Benefit Premiums
Frito-Lay, Inc.
P.O. Box 660634, Mail Drop 4B-255
Dallas, TX 75266-0634**

You can determine the amount of your contributions by calling 1-888-236-7587 and reviewing your current benefit elections, or by referring to your last paycheck stub. If you fail to pay your benefit premiums, Frito-Lay reserves the right to retroactively adjust your benefits to "core coverage" for yourself only.

Other Employment – Other employment is not permitted during Domestic Partner Leave unless it is pre-approved in writing by your local Human Resources Department (unless state law provides otherwise).

Return to Work

If you return to work from a Domestic Partner Leave before your approved leave expires, you are entitled to the same job that you held before your leave, or to a job with equivalent benefits, pay, and other terms and conditions of employment. If, for business reasons, your job was eliminated during your leave, you will have the same right to continued employment as an active employee.

Military Leave

The Company has long recognized the continuing need for a strong national defense and the accompanying role military service plays toward that goal. The Company will make every effort to cooperate with those employees participating in active duty programs. It is Frito-Lay's policy to actively encourage servicemen and service women to return to work with the Company upon completing their service requirements.

An employee who is required to attend a two-week summer camp as a result of his/her National Guard or Reserve obligation will be granted this time off. The Company will pay an employee the difference between regularly scheduled shift at straight time earnings and the amount paid for the military service for each day required to serve during the normal workweek not to exceed twenty (20) working days. The employee must provide a pay voucher from the military branch in order to receive the adjustment pay.

Re-employment rights will further be recognized as is required under the Uniformed Services Employment and Re-employment Rights Act.

Jury Duty

An authorized absence from work resulting from jury duty obligations.

- Employees required to serve on a jury must inform their Resource of the obligation no later than the first working day after the summons is received.

- An OTR Driver will be paid the difference between his/her average daily earnings for the last 13 weeks and what he is paid for service as a juror for each day he is required to serve during his normal work week (Note: a Local Driver will be paid 8 hrs/day).
- Proof of jury service will be required in order to receive payment.
- The summons prior to jury duty is not considered documentation that you actually served and is not adequate documentation for pay and attendance purposes.

COURT SUMMONS

- Team Members who are required by subpoena to appear in court (ex. child custody hearings, divorce proceedings, witness testimony, etc.) will be allowed the time off from work without incident to fulfill their legal obligations.
- This time off is without incident and without pay.
- A copy of the subpoena must be submitted prior to your absence.

XI. APPENDIX

Pay Structure

OTR Driver

Pay For Work Performed:

Mileage Pay:

single miles - \$0.4050 per mile
double miles - \$0.4250 per mile
team run - \$0.4825 per mile (split total miles)

Case Pay:

DC unload (assisted) - \$0.04 per case
DC unload (unassisted) - \$0.052 per case
RB unload (assisted) - \$0.021 per case
RB unload (unassisted) - \$0.027 per case
Bin/Vend/PDD - \$0.08 per case
Palletized unload - \$1.62 per pallet

Equipment Handling

single - \$12 per run
double - \$45 per run

Delay

non-productive - \$9.10 per hour
(Pay given only when taken as On-Duty-Time)
(Exceptions: Prior to Dispatch waiting on a load, Break-down side of the road, at an interchange point with a rest stop, or delayed at backhaul/inbound customer)
productive - \$11 per hour

Meetings or Training over 5 hrs in length

* All Locals & Hostlers will receive their regular hourly rate of pay for 8 hours (Currently \$17.08 per hour for Locals)

* All OTR Drivers will receive their average daily rate based on prior years earnings. (1/5 of 1/52 prior years earnings)

* All Casuals will receive an hourly rate of pay equivalent to Local Drivers for the number of hours used

Meetings or Training 5 hrs or less in length

- * All Locals & Hostlers will receive their regular hourly rate for the number of hours used
- * All OTR Drivers will receive their average hourly rate based on their prior years earnings (1/8 of 1/5 of 1/52 prior years earnings)
- * All Casuals will receive an Hourly rate of pay equivalent to Local Drivers for the number of hours used

Meal Allowance (Taxable Meals)
\$5 per 5 hours on duty

Stop Pay
PDD/TDD/Sam's/Core Drops - \$6.60 per stop

Guarantee
\$380/week

Local Driver
\$18.51 per hour

Casual Driver
pay for work performed (see OTR rates or Local pay,)
No Benefits

Other Pay - Full Time Drivers Only

Holiday Pay

OTR - \$85 if Driver does not work holiday; \$115 if Driver works holiday.

Local/Hostler - 8 hours Holiday pay plus time & 1/2 for actual hours worked. Overtime will not be pyramided.

Sick

OTR - \$76 per day (paid beginning second day out not to exceed 5 days)

Local/Hostler - 8 hrs @ regular hourly rate (paid beginning second day out not to exceed 5 days).

D.O.T. Compliance

At the beginning of his/her employment each team member will be issued a "Federal Motor Carrier Safety Regulation" pocketbook. It is the responsibility of each team member to be knowledgeable of the regulations within.

(**NOTE:** Please refer to the "Federal Motor Carrier Safety Regulation" pocketbook for specific wording).

Log Falsification

Log falsification is a serious violation of D.O.T. regulations and a terminal offense by Frito-Lay policy.

example: Deliberately keying a duty status into Cadec other than the actual duty status in which the driver is engaged (i.e. keying in off duty status while unloading).

Speeding

Frito-Lay expects all drivers to operate within the posted speeds at all times (speeding performance standard is 0%). Progressive Disciplinary action for Job performance will occur for speeding performance above 3%.

Regulatory Compliance

To have a safe working environment, all team members must adhere to established D.O.T. and O.S.H.A. directives in the areas of hours of service, equipment inspections, maintenance, team member qualifications, hazard communication and other requirements for safe behavior.

Compliance with D.O.T. and O.S.H.A. rules and regulations is a vital component of any safety program. Ensuring adherence to the hours of service and safe working conditions rules means that team members are more likely to be rested, alert, and able to operate accident and injury free.

Spills

Operation of an over-the-road vehicle for Frito-Lay is a significant environmental responsibility. Because of the fuels and other materials carried on the vehicle, there is a very real potential for environmental damage from a spill of diesel fuel, oil, or other potentially harmful substances. The EPA requires training for all drivers in spill prevention control and measures.

Reporting Accidents/Injuries

Every accident/injury must be reported immediately. In case of an accident/injury the driver should:

1. Protect the scene
2. Notify the authorities immediately.
3. Care for the injured to the extent that the driver is qualified.
4. Collect information and complete the accident report at the scene.
5. Contact the "On-Call" Resource immediately.
6. Call 1-800-23FRITO (1-800-233-7486) within 24 hours of the accident.

Failure to report an accident within 24hrs is a serious violation and will result in disciplinary action up to and including immediate termination.

Radio/C.B.'s/Radar Detectors

Driver's are allowed to use personal radios or C.B.'s provided they are in compliance with the Federal Communication Commission and does not alter Frito-Lay property.

Radar detectors are prohibited.