



DRIVER EMPLOYEE HANDBOOK

Effective October 2020

This employee handbook supersedes all previously issued employee handbooks, and all previously issued employee handbooks are hereby revoked.

IMPORTANT NOTICE – DISCLAIMER

THIS EMPLOYEE HANDBOOK (“HANDBOOK”) IS A GUIDE TO GENERAL EMPLOYMENT PROCEDURES AND POLICIES OF THE COMPANY. THE HANDBOOK IS FOR INFORMATION PURPOSES ONLY, AND IS NOT A CONTRACT OF EMPLOYMENT. ANY COMPANY PROCEDURE OR POLICY, INCLUDING ANY POLICY, PROCEDURE, OR PROVISION IN OR REFERRED TO IN THIS HANDBOOK, MAY BE MODIFIED, AMENDED, OR DELETED BY THE COMPANY AT ANY TIME, WITH OR WITHOUT NOTICE EXCEPT FOR THE AGREEMENT TO ARBITRATE.

THIS HANDBOOK DOES NOT AND IS NOT INTENDED TO ADDRESS EVERY POSSIBLE EMPLOYER/EMPLOYEE SITUATION. THE COMPANY RESERVES THE RIGHT TO TAKE ACTION OR MAKE A DECISION WHICH IS INCONSISTENT WITH THE PROVISIONS OF THIS HANDBOOK TO ADDRESS UNIQUE SITUATIONS, ON A CASE-BY-CASE BASIS, IN THE COMPANY’S SOLE DISCRETION.

THIS HANDBOOK DOES NOT IN ANY WAY ALTER THE EMPLOYMENT STATUS OF EMPLOYEES, WHICH IS “AT-WILL.” THIS MEANS THAT EITHER YOU OR THE COMPANY CAN TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY OR NO REASON, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. NO CONTRARY STATEMENT BY ANY COMPANY EMPLOYEE, MANAGER, OR AGENT SHALL HAVE ANY FORCE OR EFFECT, UNLESS IT IS IN WRITING, STATES THAT IT IS A “CONTRACT OF EMPLOYMENT,” AND IS SIGNED BY OWNER OF THE COMPANY.

EMPLOYEE ACKNOWLEDGMENT

I ACKNOWLEDGE RECEIPT OF THE HANDBOOK AND UNDERSTAND THE HANDBOOK IS NOT AN EMPLOYMENT CONTRACT, AND I KNOW THAT MY EMPLOYMENT IS “AT WILL” AS DEFINED ABOVE.

Employee Signature

Employee Name (please print)

Date

EEO AND NON-DISCRIMINATION AND NON-HARASSMENT POLICIES

Equal Employment

The Company bases all employment decisions, including selection of employees and the job advancement of employees, on an individual's qualifications, aptitude, and experience for the position, as well as satisfactory references. The Company does not discriminate with respect to terms and conditions of employment on the basis of a person's race, creed, color, religion, age, migrant status, sex, sexual orientation, gender, gender identity or expression, genetic information, national origin, political opinion, caste, marital or family status, uniform service, veteran status, protected disability (including pregnancy), and any other category protected under federal, state, or local law. This policy of equal employment opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, and all other terms and conditions of employment.

Accommodating Employees with Disabilities

The Company complies with the Americans with Disabilities Act (ADA) and applicable state and local laws in ensuring equal opportunity and employment for qualified persons with disabilities. All employment practices, terms, and conditions of employment and privileges of employment are conducted on a non-discriminatory basis.

An employee needing reasonable accommodation should inform his or her Manager. On receipt of an accommodation request, the Company will engage in an interactive process with the employee to view possible reasonable accommodation options consistent with the ADA. Reasonable accommodations which do not result in an undue hardship on the operation of the Company will be considered for all employees with physical or mental disabilities where their disabilities affect their ability to perform the essential functions of their job. All employment decisions are based on the merits of the situation in accordance with applicable job criteria, not the disability of any individual.

An employee who has questions regarding this policy or believes that he/she has been discriminated against based on a disability should notify your supervisor, Management, Owner, or Human Resources. All such inquiries will be treated as confidentially as possible without impeding the investigation process.

Reasonable Accommodations for Disabilities Due to Pregnancy

If an employee has a disability caused or contributed to by pregnancy or childbirth and the employee requests a reasonable accommodation, the Company will explore with the employee providing the requested reasonable accommodation. Please note that the Company has no obligation to provide a requested reasonable accommodation if it would impose an undue hardship on the Company. If you have a disability caused or contributed to by pregnancy or childbirth and you request a transfer to a less strenuous or less hazardous position, we will provide you with a transfer for the duration of your pregnancy to the same extent that we provide such transfers to employees with other temporary disabilities. Employees with disabilities caused or contributed to by pregnancy or childbirth, like employees with other disabilities, must provide certification from a health care provider regarding the medical advisability of any requested accommodation. If you have any questions regarding this policy, please contact your supervisor, Management, Owner, or Human Resources. The Company will comply with any applicable state or local pregnancy accommodation law.

Religious Accommodations

The Company complies with Title VII of the Civil Rights Act of 1964 in ensuring equal opportunity in employment regardless of an employee's religious beliefs. If an employee needs a reasonable accommodation due to a work requirement or restriction that interferes with a sincerely held religious

belief, the employee should contact his/her supervisor, Management, Owner, or Human Resources. Upon receipt of an accommodation request, the Company will review reasonable accommodation options and will consider accommodations for employees with sincerely held religious beliefs that do not create an undue hardship on the Company. Any employee who has questions regarding this policy should contact their supervisor, Management, Owner, or Human Resources.

Non-Harassment Policy

Pursuant to federal law and applicable state law, it is the policy of the Company that all employees shall have the opportunity to work in an atmosphere and environment free from any form of harassment or retaliation on the basis of any protected category, including, but not necessarily limited to, race, religion, color, age, gender, national origin, sex, sexual orientation, gender identity or expression, political opinion, veteran status, uniform service, or protected disability (including pregnancy). In keeping with that policy, the Company will not tolerate harassment of any kind by or of any employees or applicants for employment.

"Harassment" is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, religion, color, age, gender, national origin, sex, sexual orientation, gender identity or expression, political opinion, veteran status, uniform service, or protected disability (including pregnancy), or that of his or her relatives, friends, or employees, and that:

1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Has the purpose or effect of unreasonably interfering with an individual's work performance.
3. Otherwise adversely affects an individual's employment opportunities.

Examples of harassing conduct can include, but are not limited to, the following:

1. Use of epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to race, religion, color, age, gender, national origin, sex, sexual orientation, gender identity or expression, political opinion, veteran status, uniform service, or disability (including pregnancy); and
2. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, religion, color, age, gender, national origin, sex, sexual orientation, gender identity or expression, political opinion, veteran status, uniform service, or disability (including pregnancy), and that is placed on walls, bulletin boards, or elsewhere on Company premises, or circulated in the workplace.
3. Verbal or nonverbal innuendoes that relate to or reflect negatively upon someone because of their race, religion, color, age, gender, national origin, sex, sexual orientation, gender identity or expression, political opinion, veteran status, uniform service, or disability (including pregnancy).

Similarly, sexual harassment involves:

1. Making as a condition of employment unwelcome sexual advances, requests for sexual favors, or other offensive verbal or physical conduct directed toward an individual because of his or her sex.

2. Making submission to or rejection of such conduct the basis for employment decisions.
3. Creating an intimidating, offensive, or hostile work environment by such conduct.

Conduct which could rise to the level of sexual harassment can include, but is not limited to:

1. Verbal—sexual innuendo, suggestive comments, insults, threats, jokes about gender-specific traits, or sexual propositions.
2. Nonverbal—making suggestive or insulting noises, leering, whistling, or making obscene gestures.
3. Physical—touching, pinching, brushing the body, coercing sexual intercourse, or assault.

Such forms of harassment or retaliation may constitute discrimination under various state and federal laws and will not be tolerated by the Company. Any employee who is found to have engaged in such conduct will receive disciplinary action up to and including termination, depending upon the circumstances.

Any employee who feels that he or she has suffered any form of discrimination, harassment, or retaliation by anyone must immediately report the alleged conduct to his or her supervisor, Management, Owner, or Human Resources so that an investigation of the complaint can be undertaken. If your complaint concerns your supervisor, you should immediately report any concerns to Management, Owner, or Human Resources. Any employee who observes conduct by another employee which he or she believes to be harassing, retaliatory, or discriminatory must report such conduct as outlined above.

Reports will be treated confidential to the extent possible, without impeding the ability of the Company to conduct a discrete and thorough investigation. A Representative of Management, Human Resources, or Owner will notify the complaining party of the outcome of the investigation. Any person employed by the Company who is found to have violated this policy will be subject to appropriate disciplinary action up to and including termination. Further, any employee who engages in conduct that violates this policy, or whose conduct would violate this policy if allowed to continue, is subject to disciplinary action, up to and including termination. Retaliation or discrimination against an employee for reporting harassment or complaining about harassment is prohibited. Such misconduct will result in disciplinary action up to and including termination. Any employee that knowingly makes a false report of harassment or discrimination will be subject to disciplinary action up to and including termination.

We trust that all employees will act in a responsible and professional manner to establish a pleasant working environment free of discrimination and harassment.

OPEN DOOR POLICY

The Company is committed to maintaining a good working relationship with its employees. However, in any work environment there will be occasions when problems and complaints arise. It is important that these problems and complaints be discussed so that a resolution can be reached. Most problems can be solved; but if they are not freely discussed, they can become more serious. Therefore, it is the responsibility of everyone to help maintain a good working atmosphere.

We have adopted the following procedure for handling suggestions, problems and complaints:

1. Any employee who has a suggestion, problem, or complaint should discuss the matter with their supervisor.
2. If the suggestion, problem, or complaint is not satisfactorily resolved by the immediate supervisor, or the problem or concern involves your supervisor, the employee may discuss it with a member of Management, Human Resources, or Owner.

Employees may bring issues to Management, Human Resources, or Owner at any time.

Contact Information: April Taylor – 713.551.1445 or Damon Taylor – 832.893.9729

When an employee uses this Open Door Policy, he/she will receive an answer promptly. While the Company may not be able to provide the solution that you desire, we will listen to your concerns and have frank and open communication with you regarding any issue you feel needs to be brought to Management's attention.

Employees are encouraged to use the above procedures.

TIME KEEPING AND PAY POLICY

Overtime

Overtime shall be paid to non-exempt employees at the rate of time and one-half the non-exempt employees' regular rate of pay for all compensable work performed in excess of 40 hours during a workweek or as otherwise required under applicable state law. Non-exempt employees must have advanced authorization from their supervisor before working any overtime. Employees who work unauthorized overtime will be paid for such time worked; however, working overtime that has not been approved in advance is a violation of Company policy and will result in disciplinary action, up to and including termination.

Certain positions at the Company have been designated as exempt under the Fair Labor Standards Act (FLSA). The Company prohibits deductions from an exempt employees' salary except as allowed by the FLSA. If an employee is aware of improper deductions from his/her salary, this violation should be reported immediately to their supervisor. All reported or suspected improper deductions from an exempt employees' pay will be promptly and thoroughly investigated. If the Company determines that improper deductions were made from an exempt employees' salary, the Company will promptly reimburse the employee the amounts improperly deducted. The Company will also ensure that improper deductions from pay do not occur in the future.

Recording Time Worked

Each non-exempt employee is required to be on his/her job at the commencement of his/her work schedule and is not authorized to leave his/her job until his/her supervisor gives him/her permission to leave the job or at the end of his/her schedule.

Under no circumstances should an employee record another employee's time. Such an offense will be grounds for immediate disciplinary action, up to and including termination. Non-exempt employees are required to accurately record all hours worked. Non-exempt employees are prohibited from working "off-the-clock." Any non-exempt employee that is asked to work "off-the-clock" by a manager must report the incident to the Owner or Human Resources so that a proper investigation can be conducted.

Non-exempt employees must record all time worked electronically using the ADP time recording system. Drivers must also use an onboard electronic logging device to record their duty status.

Employment Categories and Classifications

These employment categories and classifications are designed to allow employees to understand their employment status and their eligibility for corresponding benefits. All employment remains "at-will," however, and these classifications do not alter that status or guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will, at any time, for any reason, with or without notice, is retained by both the employee and the Company.

Full-time employees are those who are regularly scheduled to work (typically **40 hours per workweek**) and who are not temporary employees. Generally, they are eligible for the Company's benefits package, subject to the terms, conditions, and limitations of each benefit program.

Part-time employees are those who are regularly scheduled to work less than **40 hours per workweek** and who are not temporary employees. Part-time employees receive all legally mandated benefits such as social security and workers' compensation insurance. Part-time employees may not qualify for all benefits offered by the Company depending on the number of hours worked per week.

Temporary employees are those who are working on a short-term basis to perform a particular project and will remain employed until that project is completed. Temporary employees are ineligible for most of the Company's benefits programs.

Discretionary Bonuses

Employees may be eligible to receive a bonus at the complete and sole discretion of the Company. Specifically, the Company reserves complete and sole discretion to determine whether any bonuses will be paid, and if so, to set any eligibility criteria, the amount of bonuses (if any), and the timing of bonus payments (if any).

Absenteeism, Tardiness, and Early Departures

To maintain a safe and productive work environment, the Company expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism, tardiness, and early departures place a burden on other employees and on the Company and its customers. In the rare instances when an employee cannot avoid being late to work, is unable to work as scheduled, and/or must leave work early, employees should personally notify their supervisor as soon as possible and in advance of the anticipated tardiness, absence, or early departure. Two consecutive absences without notice to your supervisor will be considered a voluntary resignation. Non-exempt employees will not be paid for any time during which they are late and not performing compensable work.

Poor attendance, excessive tardiness, and excessive early departures are disruptive to productivity and negatively impact customer service. Poor attendance and tardy violations may lead to disciplinary action up to and including termination.

Call-In Procedures

Employees are expected to use the following call-in procedures when an employee will be unable to make their scheduled shift or will have to report to work late. Employees are required to call their immediate supervisor as soon as practicable, but no later than 2 hours before the employee's shift is scheduled to begin. Employees should attempt to contact their supervisor directly. If the employee is unable to reach his/her supervisor, the employee may leave a voice mail for the supervisor but should follow-up until he/she has actually spoken to the supervisor. Failure to follow the appropriate call-in procedures may lead to disciplinary action. **Failure to report to work for two consecutive days will be considered job abandonment and the employee will be terminated.**

Meal and Rest Breaks

Meal and rest breaks will be provided in accordance with applicable law. For information regarding meal and rest breaks, please see your supervisor. The Company complies with all applicable state meal and rest break laws.

For every employee working a scheduled shift of 8 hours or longer, the employee will receive an unpaid and uninterrupted meal break of at least 30 minutes. This applies in all states including in states that do not require meal and rest breaks. Meal and rest breaks will be longer in duration if required under applicable state or local law. The timing of rest and meal breaks will be dictated by applicable state or local law.

Rest breaks are paid breaks. Meal breaks are unpaid if the break lasts 30 minutes in duration and the employee performs no compensable work during the meal break. Nonexempt employees provided unpaid

meal breaks are required to record the starting and ending time of all meal breaks in the electronic timekeeping system (ADP). An employee should immediately inform his/her supervisor, Management, Owner, or Human Resources if a nonexempt employee's meal break is interrupted.

For FMCSA covered employees subject to FMCSA hours of service regulations, the following meal and rest break rules apply: May drive only if 8 hours or less have passed since end of driver's last off-duty or sleeper berth period of at least 30 minutes.

HOURS OF WORK POLICY

You will be scheduled to work a certain number of shifts per week, of no more than 13 hours per shift. You are to take rest and meal breaks in accordance with Company policy and applicable state and local law. Due to the dynamic business needs of our customers, there may be times during your shift when you are not actively working outside of your meal and rest breaks because you are waiting for a load to be assigned to you. You nonetheless must be ready to work upon notice that assignment load is available and assigned to you. If you are not already at your work location during one of these periods when you are being engaged to wait for an assignment ("Waiting Period"), you must be ready to head directly to the work location within ten minutes of being contacted unless you are on your meal or rest break. Failure to do so may result in disciplinary action, up to and including termination. Do not review or respond to communications during your meal or rest break. If you respond to any communications during your break, please let the Company know so we can allow you to finish your break and receive any applicable compensation.

These Waiting Periods will be considered hours of work and you will be paid at your hourly rate for all time during these Waiting Periods. You will be paid overtime for all hours worked over 40 in a workweek, or daily overtime if applicable in your state. For example, a driver is scheduled for a 13-hour block. The driver completes the work in 6 hours for that specified block and is required to be engaged to wait for the remaining 7 hours of the block. The driver remains clocked in for the Waiting Period, therefore those 7 hours of the block are paid at the driver's regular hourly rate. These 7 hours will count as hours worked for purposes of overtime.

You must clock in once your shift begins utilizing the ADP app, even if you are engaged to wait for a load. You must clock out once your shift ends and for your meal breaks using the ADP app.

FAQs for Drivers

Q1. I just dropped off a load and I only have one more hour left in my shift. Can I just call it for the day and go home?

A1. No. You cannot end your shift early, unless you obtain permission from your manager.

It is possible one of our customers may call with additional work. Our customers are counting on our drivers being available for their entire shift and we are paying you to be engaged for your entire shift. If you do not remain at your work location for the last hour, you must be ready to head to the work location within ten minutes of being contacted.

Q2. My shift starts at 8:00 am and I learned my load will not be ready for pick-up until 11:00 am. Will I really be assigned work prior to 11:00 am?

A2. Possibly. We may need to reassign loads to other drivers. We may get an emergency request to deliver another load and need you to handle that load prior to your 11 am pick-up time. Our customers are counting on our drivers to be available for work at any time during the entire shifts. You must be ready to head to the assigned work location within ten minutes of being contacted.

Q3. I was on my meal break and I had a call asking if I could pick up a load. Do I have to respond within 10 minutes?

A3. No. You should not be taking calls or responding to communications during your meal break. If circumstances require you to respond to a call during your break, tell the person who called you that you are in the middle of your meal break. You will be expected to head back to your work location as soon as your meal break ends. Make sure you inform your manager that you were not able to take your full meal or rest break.

Q4. I work a 10-hour shift and I need to take the last three hours of my shift off to attend to some personal matters. I will not be available to take any additional loads during those three hours. How many hours will I be paid for that day?

A4. You will be paid for all hours worked during those 7 hours out of your 10-hour shift. To the extent you took a full, uninterrupted, 30-minute meal break during that time, you would not be paid. You may be able to cover the additional three hours with any available vacation or paid time off under the Company's policies. You should ask permission from your manager if the need for time off is foreseeable.

Q5. What if I miss a meal or rest break due to work?

A5. The Company expects and wants you to take all your meal and rest breaks. If for some reason you cannot do so, notify the Company as soon as possible and ensure you are paid for all hours worked. However, under no circumstance may you drive more than 8 consecutive hours from the time of your last off-duty or sleeper berth period of at least 30 minutes.

VIOLENCE IN THE WORKPLACE POLICY

It is Company policy to maintain a work environment that is safe for employees, clients and the general public; and which provides efficient and stable working conditions. The Company policy hereby prohibits certain types of conduct at the worksite or outside of the workplace directed at other employees, customers, or others. Engaging in prohibited behaviors may result in disciplinary action including immediate termination. The Company has a zero tolerance policy for workplace violence.

Such prohibited behaviors include, but are not limited to:

- Carrying/possessing a weapon or items that can be perceived as weapons on Company property
- Carrying a concealed weapon
- Carrying/possessing explosives and/or explosive devices on Company property
- Threatening and/or attempting to cause, or causing physical harm to employees and others
- Maliciously harassing or threatening telephone calls, e-mails, texts, or notes
- Maliciously harassing surveillance or stalking
- Threatening and/or attempting to cause, or causing physical harm or sabotage to Company or customer property
- Threatening and/or attempting to cause, or causing harm to other employees

When threats and/or attempts to harm another individual or customer or customer's property are discovered, Management will take appropriate disciplinary action, up to and including termination. The Company will also use any legal means available to prevent violence in the workplace. Employees terminated for violation of this policy will not be eligible for rehire.

Employees should bring any threats of violence or any violent activity to the attention of their supervisor, Management, Owner, or Human Resources. The Company will not retaliate against any employee for alerting the Company to the potential for any violence or threatened violence in the workplace.

Employees are not permitted to carry (either openly or in a concealed manner) any firearms while on the Company's premises or property, while in Company vehicles, or while acting as a Company representative at any work-related activities, meetings, or functions. This prohibition against the possession or carrying of firearms applies even if the employee is licensed to carry a handgun under state law. Employees licensed to carry a handgun, or who otherwise lawfully possesses a firearm, are permitted to transport and store in a safe and discrete manner a lawfully possessed firearm and/or ammunition in his or her locked, privately-owned vehicle while the vehicle is in the Company parking lot, garage, or other parking area provided by the Company for employees. This policy is intended to comply with all applicable state laws concerning employee rights to possess and carry firearms and shall be interpreted and enforced accordingly.

Under no circumstances may an employee remove a concealed firearm from a personal vehicle on Company property. Employees that are driving a personal vehicle or Company vehicle to deliver Amazon packages are strictly prohibited from having a firearm or any other weapon in the car while delivery packages on behalf of Amazon.

Any employee who carries a firearm onto the Company's premises will be considered to be committing a trespass and the proper authorities may be notified.

Any violation of this policy may lead to discipline up to and including termination.

WORKPLACE SAFETY, SAFE DRIVING, and ACCIDENT/INCIDENT REPORTING POLICIES

Amazon Site Safety Standards

While on Amazon property, employees must meet the following safety requirements:

- At all times wear a reflective safety vest and display their Amazon issued identification badge;
- Never wear headphones;
- Use proper bending and lifting technique when loading heaving packages; and
- When operating motor vehicles:
 - Have the hazard lights (“flashers”) turned on;
 - Not exceed 5 miles per hour;
 - Honk the horn to alert bystanders when entering or exiting the Amazon facility or while accelerating from a stopped position within the facility;
 - Never leave a vehicle “idling” within the facility
 - Always use a spotter when operating a vehicle in reverse; and
 - Always follow locally posted safety instructions.

Any employee with questions regarding these safety standards should contact their supervisor, Management, or Owner. Any employee that witnesses a safety concern or unsafe working condition in an Amazon facility should immediately notify their supervisor, Management, or an onsite Amazon manager.

On-The-Job Injury

Any injury or illness, no matter how minor suffered in the course of employment, must be reported immediately to your supervisor. You will receive prompt, appropriate treatment for your condition. If the injury or illness qualifies under applicable state workers’ compensation law, the Company will pay the medical costs. If time is lost from work, compensation will also be in accordance with applicable state workers’ compensation laws. The cost of this benefit is borne entirely by the Company. Failure to adequately report on-the-job injuries may impact an employee’s entitlement to benefits under applicable state workers’ compensation laws.

On-Road Safety Standards

Employees are required to abide by the following safety and compliance requirements:

- Drivers should comply with all applicable laws pertaining to motor vehicle operation, health, and safety (including with respect to speed, seatbelts, and distracted driving);
- Immediately notify your supervisor or Management (who will notify Amazon) in the event of a significant safety incident or any other sensitive incidents that may impact customer trust of your company or Amazon, including any incidents involving any fatalities, injuries, damage to vehicles resulting in the need of a tow, assault, robbery, vehicle/package theft, physical or verbal threats, harassment, dog bites, trailing or following, and property damage;
- Under certain circumstances, you may be required by federal regulations to undergo a post-accident drug and alcohol test. The requirements for this post-accident testing are set out in the drug and alcohol testing provisions below. You must make yourself available and cooperate in the administration of such tests; and
- Notify your supervisor or Management (who will notify Amazon’s Dangerous Goods Compliance department) promptly after becoming aware of any (a) injury to persons, property damage, environmental damage, fire, breakage, spillage, leakage, or any other accident or incident involving any product defined, designated, or classified as hazardous material, hazardous substance, or dangerous good (including limited and excepted quantities, consumer commodity, ORM-D, lithium batteries, and radioactive and magnetic materials) under any applicable law and transported by your company under the Program Agreement (collectively, “Hazardous Materials”), (b) event or circumstance involving Hazardous Materials that violates or is

reasonably likely to violate any applicable law, rule, or regulation, or (c) investigation of any shipment containing Hazardous Materials by any governmental agency or authority.

Employees are expected to abide by all federal, state, and local driving laws. In compliance with DOT/FMCSA regulations, the Company will maintain an accident register for three (3) years after the date of each accident. The accident register will contain accidents meeting the definition in 49 CFR Part 390.15. In the event an accident is subject to OSHA regulation, the Company will report the incident to OSHA if it results in the employee's fatality, amputation, loss of an eye, or in-patient hospitalization.

Use of Cell Phones/Other Electronic Devices While Driving

This policy provides standards for safe use of cell phones and other electronic communication devices (mobile phones, and other handheld devices) by employees when operating Company vehicles, leased or rented vehicles, or personal vehicles while conducting Company business. Employees must adhere to all federal, state, and local rules and regulations regarding the use of cell phones and other handheld electronic devices when driving on Company time, for Company purposes, and/or within a Company vehicle. Employees must not use cell phones or other handheld electronic devices if such conduct is prohibited by state or local law. Please check with your supervisor, Management, Owner, or Human Resources if you are unsure as to whether cell phones or other handheld electronic devices may be used in your particular state.

Texting

No driver shall engage in texting while driving. Driving means operating a commercial motor vehicle, with the motor running, including while temporarily stationary because of traffic, a traffic control device, or other momentary delays. Driving does not include operating a commercial motor vehicle with or without the motor running when the driver moved the vehicle to the side of, or off, a highway, as defined in 49 CFR 390.5, and halted in a location where the vehicle can safely remain stationary.

Emergency exception. Texting while driving is permissible by drivers of a commercial motor vehicle when necessary to communicate with law enforcement officials or other emergency services.

Cell Phone

No driver shall use a hand-held mobile telephone while driving a CMV. Driving means operating a commercial motor vehicle on a highway, including while temporarily stationary because of traffic, a traffic control device, or other momentary delays. Driving does not include operating a commercial motor vehicle when the driver has moved the vehicle to the side of, or off, a highway and has halted in a location where the vehicle can safely remain stationary.

Emergency exception. Using a hand-held mobile telephone is permissible by drivers of a CMV when necessary to communicate with law enforcement officials or other emergency services.

RULES OF CONDUCT AND DISCIPLINE

It is Company policy to expect all employees to abide by certain work rules of general conduct and performance at all times. Managers are expected to monitor and enforce these work rules on a consistent basis. Employees are subject to disciplinary action for any of the offenses listed below and for failing to perform their job duties in a satisfactory manner.

It is not possible to list all forms of behavior that are considered unacceptable in the workplace; however, conduct deemed to be unacceptable behavior may result in disciplinary action up to and including termination of employment. Management, in its sole discretion, reserves the right to determine when an employee's behavior is unacceptable and when and what disciplinary action is necessary under a given circumstance. Similarly, employees may be subject to discipline for poor performance and violation of other policies and procedures. The type of disciplinary action that may be imposed may vary depending on the facts and circumstances surrounding each case. Violations of any Company policy or procedure may lead to disciplinary action up to and including termination of employment.

The type of disciplinary action that may be imposed may range from verbal warning, to written warning, to suspension and/or termination of employment. Nothing in this policy creates an obligation to follow any particular disciplinary procedure. Management retains the right and absolute discretion to discipline employees based on the facts of each case. Management may skip certain disciplinary steps or repeat certain disciplinary steps depending on particular facts of each situation.

Prohibited Conduct

- Allowing someone other than your Company's employees to ride along inside the tractor while performing services (including friends, family members and pets).
- Falsification of employment, personnel or other records. This includes, but is not limited to, applications, all reports, time records, and statements under the responsibility of the employee.
- Disclosing Confidential Information to outsiders as defined in the Company's Confidentiality and Non-Disclosure Agreement.
- Stealing customer packages or intentional mishandling of customer packages.
- Gambling or fighting on Company property or otherwise engaging in Workplace Violence.
- Unethical conduct or conduct that creates a conflict of interest.
- Stealing the Company's property, a client's or customer's property or the property of any employee; or misappropriation of Company property or the property of other employees or client partners.
- Reporting to work under the influence of alcohol or illegal drugs; possession, sale or use of marijuana or illegal drugs or chemicals or consumption of alcohol while working on Company business.
- Using the Amazon account ("log-in") of another individual or disclosing their account information to a third party.
- Gross negligence or willful acts in the performance of duties resulting in damage to Company property or injury to others.
- Insubordination.
- Violation of the Company's equal opportunity or harassment policies.
- Serious safety violation.
- Failing to perform assigned work (including overtime) or to comply with work/safety rules.
- Violating Company policies.

- Misuse of Company electronic equipment.
- Use of threatening or violent behavior.
- Failing to report personal injury resulting from an on-the-job work situation.
- Excessive absenteeism or tardiness.
- Three consecutive days of absenteeism without notice.
- Failing to properly scan packages for delivery
- Mishandling customer packages
- Unsafe driving

Management reserves the right to take any form of disciplinary action at any time. While the circumstance of a particular case may result in termination for a first offense, other cases may result in other forms of disciplinary action. This policy in no way implies any kind of contract or obligation to follow any particular disciplinary procedure. This policy does not alter the employment at will relationship.

Employees are expected to be professional at all times in their dealing with customers and the general public. Employees must protect and respect customer expectations, packages, and property. Employees should report to their Manager any interaction, incident, or occurrence that could affect customer satisfaction or the overall Amazon experience. Employees are also required to immediately report any vehicle accident that results in property damage, bodily injury, or a fatality.

Upon termination of employment, employees will receive their final pay check in accordance with applicable state and local law.

NO SOLICITATION

Non-employees are prohibited from soliciting or distributing literature on company property or Amazon property.

Solicitation by employees is prohibited when the person soliciting or the person being solicited is on working time. "Working time" is the time employees are expected to be working and does not include rest, meal, or other authorized breaks.

Distribution of literature by employees is prohibited when the person distributing literature or the person to whom literature is being distributed is on working time, as defined above.

Distribution of literature by employees is prohibited in working areas at all times.

SOCIAL MEDIA POLICY

At the Company, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication. The same principles and guidelines found in the Company policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects customers, suppliers, people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action, up to and including termination.

Know and follow the rules

Carefully read these guidelines and the EEO and Non-Discrimination and Non-Harassment Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action, up to and including termination.

Be respectful

Always be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Company policy.

Be honest and accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, fellow employees, customers, suppliers, and people working on behalf of the Company.

Post only appropriate and respectful content

- Maintain the confidentiality of the Company trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications
- Respect financial disclosure laws. It is illegal to communicate or give a “tip” on inside information to others so that they may buy or sell stocks or securities.
- Do not create a link from your blog, website or other social networking site to the Company website without identifying yourself as a Company employee
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, fellow employees, members, customers, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the company. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the Company.”

Using social media at work

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the Company Equipment Policy. Do not use the Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is prohibited

The Company prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media contacts

Employees should not speak to the media on the Company’s behalf without contacting Management, Owner, or Human Resources. All media inquiries should be directed to Human Resources.

For more information

If you have questions or need further guidance, please contact Management, Owner, or Human Resources.

LEAVES OF ABSENCE

Reasonable Accommodation Medical Leave

The Company complies with the reasonable accommodation obligations under the ADAAA and will engage in the interactive process to discuss an unpaid leave of absence as a reasonable accommodation with employees who are unable to perform the essential functions of their job due to a physical or mental disability. Leave under this policy is at the discretion of management and will be considered in accordance with the reasonable accommodation obligations of the ADAAA. A reasonable accommodation leave of absence may be provided to employees who are unable to perform the essential functions of their job due to physical or mental disability. Similarly, leave under this policy may be granted as a reasonable accommodation for employees who have exhausted FMLA but are unable to return to work due to a disability that prohibits them from performing the essential functions of their job. Leaves of absence under this policy will be handled on a case-by-case basis in accordance with the ADAAA. The duration of any leave of absence under this policy will vary depending on the particular circumstances of each employee's need and whether additional leave is reasonable under the circumstances and/or would create an undue hardship for the Company.

Military/Uniformed Service Leave

Employees may be entitled to certain rights and benefits, and may have certain obligations, related to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") or related state laws. It is the Company's intent to comply with the requirements provided by USERRA and similar state laws with respect to leaves of absence, continuation of health coverage, reemployment, disabilities incurred or aggravated during uniformed service, non-discrimination and non-retaliation, and other covered matters. Specifically, the company will not deny employment, reemployment, retention in employment, promotion, or any benefit of employment to an individual due to uniformed service, and will not tolerate discrimination or retaliation due to uniformed service.

Employees should notify their supervisor, Management, Owner, or Human Resources of any need for leave to perform service in the uniformed services as far in advance as possible, preferably at least 30 days in advance and in writing where feasible. Employees are asked to provide a copy of applicable orders, training calendar, and/or similar documentation, if at all possible, in time to ensure continued business operations during absences. Employees will be granted unpaid leaves of absence for qualifying periods of uniformed service; however, employees may elect to use any accrued but unused paid leave during such absences.

Barring any exception outlined in USERRA, employees will be eligible for reemployment after uniformed service as long as they return to work or apply for reinstatement within the following timeframes:

- For service of less than 31 days, at the beginning of the next regularly scheduled work period after release and subject to an eight (8) hour rest period;
- For service of more than 30 days but less than 181 days, within 14 days of release; or
- For service of more than 180 days, within 90 days of release.

To retain reinstatement rights, employees must not have been separated from uniformed service with a disqualifying discharge or under other than honorable conditions. Reinstatement rights are not guaranteed for any absence beyond five years unless an exception stated in USERRA applies.

If an employee meets these requirements, and depending upon length of service, an employee will be reemployed in the position he or she would have had if continuously employed (i.e. the “escalator position), the job he or she had upon commencement of uniformed service, a position comparable to the escalator or pre-service position, or the nearest approximation to the escalator position. Consistent with USERRA’s “escalator principle,” employees will be compensated upon reinstatement at the rate of pay they would have obtained with reasonable certainty if such employment had not been interrupted due to uniformed service.

Employees who are members of the uniformed services should speak to their supervisor, Management, Owner, or Human Resources concerning any questions regarding rights and obligations related uniformed service leave, advanced notice of uniformed service, benefits during uniformed service, or related issues.

Lactation Leave

The Company will provide a reasonable amount of break time to accommodate female employee’s need to express breast milk for the employee’s infant child up until 12 months of age. If possible, the break time should be taken concurrent with other break periods already provided. If the employee needs longer than a scheduled break to express milk, the remainder of the break will be unpaid. The Company will also make reasonable efforts to provide the employee with the use of a room or other location in close proximity to the employee’s work area for the employee to express milk in private. Employee should notify her supervisor, Management, Owner, or Human Resources, if she is requesting time to express breast milk under this policy.

Other Legally Protected Absences

In addition to the leaves described herein, the Company complies with all applicable state laws relating to various forms of protected absences. Depending on the particular state in which you are employed, employees may be legally entitled to time off under various state laws. For additional information and to determine if you qualify for additional leaves of absence, please contact your supervisor, Management, Owner, or Human Resources.

PAID TIME OFF (PTO)

The Company provides paid time off (PTO), which combines vacation, sick days, a family member's illness, personal business, weather problems and any other personal time off under one policy for employees to use for illness or personal time away from work. PTO benefits are available to regular part-time and full-time employees. The amount of PTO is based on hours actually worked with the Company.

To the extent applicable, this policy is designed to comply with all applicable state and local paid sick leave laws. Eligible employees that work in a jurisdiction that mandates paid sick leave may use PTO for paid sick leave reasons. If the PTO accrual in this policy is insufficient to comply with any paid sick leave mandate, the Company will provide additional PTO as needed to comply with applicable law. Only employees working in jurisdictions that mandate paid sick leave may use PTO for the paid sick leave reasons set forth below. Please contact Management if you have questions as to whether you work in a paid sick leave jurisdiction.

Employees will accrue PTO during each pay period, starting with the first day of regular employment. Although employees will begin to accrue PTO immediately, newly hired employees are not eligible to use PTO until completion of the first payroll period. Employees will continue to accrue PTO each pay period during each subsequent year of employment.

Employees working 40 hours a week should accrue no fewer than 80 hours of PTO per year. PTO accrues at rate of 1 hour for every 25 hours worked (0.04 hours per regular hour worked). PTO will not accrue while an employee is on a leave of absence. Employees may not accrue more than 120 hours at any time. Employees may carryover unused PTO from year to year up to the maximum accrual cap of 120 hours. Once an employee reaches the maximum cap, an employee will not accrue any additional PTO until the employee uses PTO and drops below the maximum cap.

All requests for PTO should be made to the employee's supervisor or Management as soon as possible. The Company will try to accommodate requests as long as operations are not affected. Normally, at least a two-week advanced notice is expected and necessary for foreseeable requests to be approved. If the PTO is needed for unforeseen illness or emergency situations or if being used for paid sick leave reasons in paid sick leave jurisdictions, then employees should provide as much notice as reasonably possible. Employees will generally not be approved to take PTO during high volume periods such as the months of November, December, and January and Prime Days unless the employee works in a paid sick leave jurisdiction and the PTO is needed for a recognized paid sick leave reason.

Employees are responsible for accurately recording all PTO. When a full-time employee scheduled to work 40 hours per week takes an entire day off as PTO, eight hours of PTO should be recorded. Employees are encouraged to use their available PTO.

PTO is intended for personal time off and is not intended to be used to make up for hours not worked in a given week in order to bring time up to weekly standard hours. The Company will pay for actual time (hours) worked and PTO is available for personal time away from work with supervisory approval.

If all PTO is exhausted, unpaid PTO may not be taken without prior approval of the employee's supervisor, Management and/or Human Resources. Employees may not borrow against PTO time that has not yet accrued.

PTO time taken during a given work week will not be included as hours worked for purposes of calculating overtime. Upon termination of employment or resignation, the Company will not pay out any accrued unused PTO.

PTO USE FOR PAID SICK LEAVE REASONS

To the extent applicable state or local laws mandate the accrual and use of paid sick leave and an employee works in a paid sick leave jurisdiction, this policy is intended to ensure that employees who work in those jurisdictions are provided with paid sick leave in accordance with the rules and definitions of the applicable law. Employees who regularly work in a state or local jurisdiction that requires paid sick leave, may use paid time off consistent with any applicable state or local paid leave requirements, including the following:

- attend appointments or receive care for the employee's own physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or treatment, or preventive care; or
- attend appointments or provide care for an eligible family member's physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or care, or preventive care; or
- address the psychological, physical, or legal effects of domestic violence, sexual assault, or stalking for the employee and, where applicable, the employee's family member or "household member" (including stepparents and stepchildren, grandchildren, current and former spouses and domestic partners, persons who have a child in common, adult persons related by blood or marriage, adult persons who have resided or are residing together, and persons 16 years of age or older who are or were residing together and who are or were in a dating relationship); or
- take time off when an employee's place of business or a child's school or place of care has been closed by order of a public official due to a public health emergency; or
- any other reason allowed under applicable paid sick leave law.

The Company prohibits discrimination or retaliation against employees because of an employee's request for, or use of, PTO as legally-mandated paid sick leave under federal, state, or local law. If you believe that you have been treated unfairly on account of your request and/or use of PTO as legally-mandated paid sick leave, please immediately report this concern to Management, Owner, or Human Resources so the matter may be reviewed and appropriate corrective action may be taken.

**DRUG AND ALCOHOL POLICY FOR EMPLOYEES
SUBJECT TO DEPARTMENT OF TRANSPORTATION REGULATIONS¹**

TO THE EXTENT THAT THE COMPANY EMPLOYS DRIVERS THAT FALL UNDER THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION REGULATIONS (49 C.F.R. PART 382), THIS POLICY IS BEING IMPLEMENTED TO COVER THOSE DRIVERS. ONLY DOT DRIVERS WILL BE COVERED BY THIS POLICY. ALL NON-DOT DRIVERS WILL BE COVERED BY THE DRUG AND ALCOHOL FREE WORKPLACE POLICY AND PROCEDURE

Purpose And Scope

It is the policy of the Company to conduct all operations as safely and as efficiently as possible. To assist in achieving this purpose, the Company has adopted this drug and alcohol policy and testing procedure program, which is intended to ensure compliance with applicable laws and regulations while protecting the dignity and confidentiality of all our employees.

This policy applies to all drivers operating commercial motor vehicles² for the Company subject to the U.S. Department of Transportation Federal Motor Carrier Safety Administration's (FMCSA) regulations (49 Code of Federal Regulations [CFR] Part 382 and related regulations). As an operator of DOT-regulated motor vehicles, you have the ultimate responsibility to perform your work in a professional manner. It is your duty and responsibility to drive in a manner that reflects a genuine concern for the safety of the motoring public.

Those individuals who violate these policies or regulations are subject to disciplinary action, up to and including termination.

Neither this policy nor any of its terms are intended to create a contract of employment or to contain the terms of any contract of employment. The Company retains the sole right to change, amend, or modify any term or provision of this policy without notice.

This policy will supersede all prior policies and statements relating to driver drug and alcohol use and testing policies and procedures.

Definitions

Unless otherwise noted herein, the terms used in this policy have the same definitions as used in the FMCSA regulations. For convenience, definitions of a few of the key terms are set out below.

Actual Knowledge means actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a commercial motor vehicle while under the influence of alcohol or controlled substances or an employee's admission of alcohol OR controlled substance use, except as provided in §382.121. Direct observation as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing under §382.307.

Accident is defined by FMCSA regulations as an occurrence involving a commercial motor vehicle operating on a public road which results in:

¹ This policy is not modified by any state law addenda.

² For purposes of drug and alcohol testing, commercial motor vehicles are defined in 49 Code of Federal Regulations §382.1035 as any vehicle used in interstate commerce to transport more than 16 passengers including the driver or property with a gross vehicle weight rating, gross combination weight rating, gross vehicle weight, or gross combination weight of 26,001 pounds or more.

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

The term **accident** does not include:

- An occurrence involving only boarding and alighting from a stationary motor vehicle;
- An occurrence involving only the loading or unloading of cargo; or
- An occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle (as defined in 49 CFR §571.3) by a motor carrier and is not transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with 49 CFR §177.823.

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol concentration (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this policy.

Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol which, when consumed, causes an alcohol concentration in excess of those prescribed by 49 CFR Part 382, Subpart B and this policy.

Collection site means a place where individuals present themselves for the purpose of providing breath, body fluid, or tissue samples to be analyzed for specified controlled substances. The site must possess all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage and transportation or shipment of the samples to a laboratory.

Controlled substance has the meaning assigned by 21 USC §802 and includes all substances listed on Schedules I through V as they may be revised from time to time (21 CFR §1308). The following controlled substances shall be tested for as required by the Department of Transportation (49 CFR Part 40) and this policy:

- (a) Marijuana metabolites.
- (b) Cocaine metabolites.
- (c) Amphetamines.
- (d) Opioids.
- (e) Phencyclidine (PCP).

Detection levels requiring a determination of a positive result shall be in accordance with the guidelines adopted by the FMCSA in accordance with the recommendations established by the 49 CFR Part 40.

Designated Employer Representative (DER) An employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties or cause employees to be removed from these covered duties and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of this policy and the FMCSA regulations.

Driver means any person who operates a commercial motor vehicle. This includes, but is not limited to: full-time, regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to the Company, or who operate a commercial motor vehicle at the direction of or with the consent of the Company.

Drug means any substance (other than alcohol) that is a controlled substance as defined above and 49 CFR Part 40.

Medical Review Officer means a person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

Performing (a safety-sensitive function) means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

Prescription medications means the use (by a driver) of legally prescribed medications issued by a licensed health care professional familiar with the driver's work related responsibilities.

Random selection process means that alcohol and drug tests are unannounced; that every driver of a motor carrier subject to tests conducted annually shall equal or exceed ten percent (10%) for alcohol tests and fifty percent (50%) for drug tests of the total number of drivers subject to testing of a motor carrier. These percentages may increase or decrease depending upon the trucking industries "positive" test rate.

Refuse to submit (to an alcohol or controlled substances test) means that a driver:

- Fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the motor carrier, consistent with applicable DOT agency regulations, after being directed to do so by the motor carrier. This includes the failure of the driver to appear for a test when called by a collection site;
- Fails to remain at the testing site until the testing process is complete; provided, that an individual who leaves the testing site before the testing process commences a pre-employment test is not deemed to have refused to test;
- Fails to provide a urine specimen for any drug test required by this policy or DOT agency regulations; provided, that an individual who does not provide a urine specimen because he or she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
- Fails to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there is no adequate medical explanation for the failure;
- Fails or declines to take a second test the motor carrier or collector has directed the driver to take;
- Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment;
- Fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process);
- Is reported by the MRO as having a verified adulterated or substituted test result;
- Possesses or wears a prosthetic or other device that could be used to interfere with the collection process;
- In the case of a directly observed or monitored collection in a drug test, fails to permit the

observation or monitoring of his or her provision of a specimen;

- For an observed collection, fails to follow the observer's instructions to raise his or her clothing above the waist, lower clothing and underpants, and/or turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process.
- Admits to the collector or MRO that he or she adulterated or substituted the specimen.

Reasonable cause means that the motor carrier believes the actions or appearance or conduct of a commercial motor vehicle driver who is on duty as defined below are indicative of the use of a controlled substance.

Safety-sensitive function means all time from the time a driver begins to work or is required to be in readiness to work, until the time he or she is relieved from work and all responsibilities for performing work. Safety-sensitive functions shall include:

- All time at an employer or shipper plant, terminal, or facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the motor carrier.
- All time inspecting equipment as required by 49 CFR §392.7 and §392.8, or otherwise inspection, servicing, or conditioning any commercial motor vehicle at any time.
- All time spent at the driving controls of a commercial motor vehicle in operation.
- All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth; (a berth conforming to the requirements of 49 CFR §393.76).
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Substance Abuse Professional (SAP) means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances related disorders.

Fit For Duty

Drivers must remain "fit-for-duty" whenever performing or ready to perform safety sensitive functions. With this understanding, drivers must work with their health care providers in determining the effects of their medical conditions, including consumption of legally prescribed medication, on their ability to perform safety sensitive functions. Drivers, after consulting with their health care provider, who feel they are unfit or who have been advised not to perform safety sensitive functions because of a health condition or medication shall inform their supervisor they are not "fit-for-duty". A driver may be temporarily removed from performing safety sensitive functions during the course of treatment for the medical condition. If the medical condition allows, a driver may be assigned other non-safety sensitive job responsibilities. "Over the counter" medication may have an adverse effect on a drivers ability to perform their job-related duties safely. Drivers taking such medication and feel they are unfit to perform safety sensitive functions must inform their supervisor that they are not fit for duty.

Prohibited Conduct

No employee may report for duty or remain on duty requiring the performance of safety sensitive functions while having an alcohol concentration of 0.04 or greater.

No employee may perform safety sensitive functions within four hours after having used alcohol.

No employee required to take a post-accident test under this policy may use alcohol for 8 hours following the accident or until he/she undergoes a post-accident alcohol test.

No employee may report for duty or remain on duty when they use any controlled substance, except as directed by a physician who has advised the employee that the substance will not adversely affect their ability to perform safety sensitive functions. All drivers will inform the Onsite Manager of any therapeutic drug use prior to performing a safety-sensitive function. He/she may be required to present written evidence from a health care professional which describes the effects such medications may have on the driver's ability to perform his/her tasks.

No employee may report for duty or remain on duty if they have tested positive for the use of controlled substances.

No employee may refuse to submit to any alcohol or controlled substance test as required under this policy.

Note on use of medical or recreational marijuana:

For drivers subject to FMCSA regulations, the position of the U.S. Department of Transportation is the Department's Drug and Alcohol Testing Regulation, 49 CFR Part 40, does not authorize the use of Schedule I drugs, including marijuana, for any reason. Therefore, use of marijuana for medical or recreational purposes by an employee subject to FMCSA drug and alcohol regulations will not be considered an exception to the prohibition of marijuana use.

Testing Circumstances

Pre-Employment Testing

Prior to employment, each applicant must be tested for the illegal use of drugs. An applicant may not begin work in a safety sensitive position until the results of this test are known. Any applicant that tests positive for illegal use of a controlled substance or has a diluted sample will not be hired.

Post-Accident Testing

All drivers are required to provide a breath test and a urine specimen to be tested for the use of alcohol or controlled substances "as soon as practicable" after an accident.

Post-accident testing is required under the following circumstances:

Type of Accident Involved	Citation Issued to the Driver	Test Must Be Performed By Employer
Human fatality	YES	YES
	NO	YES
Bodily injury with immediate medical treatment away from the scene	YES	YES
	NO	NO
Disabling damage to any motor vehicle requiring tow away	YES	YES
	NO	NO

Drivers involved in an accident requiring drug and alcohol testing must contact the DER to initiate the post-accident testing process. The driver shall remain readily available for such testing or may be deemed by the DER to have refused to submit to testing.

No alcohol may be consumed for eight (8) hours after the accident or until a test is conducted. If the driver is seriously injured and cannot provide a specimen at the time of the accident, he or she shall provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any alcohol or controlled substances in his or her system. Adherence by drivers to post-accident specimen collection requirements is a condition of continued employment.

If an alcohol test is not administered within two hours following the accident, the Company will prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test is not administered within eight hours following the accident, the Company will cease attempts to administer an alcohol test and will prepare and maintain the same record. Records shall be submitted to the FMCSA upon request.

If a controlled substance test is not administered within 32 hours following the accident, the Company will cease attempts to administer a controlled substances test, and prepare and maintain on file a record stating the reasons the test was not promptly administered. Records shall be submitted to the FMCSA upon request.

Employees who are required to undergo drug and alcohol testing must remain readily available to do so and cooperate to the best of their ability to assist in all testing. Employees who refuse to undergo testing as required by the regulations and this policy or otherwise hinder the testing process will be considered a refusal to test and that employee will be terminated from employment.

The results of a drug or an alcohol test taken by an employee as a result of an accident, at the request of a Federal, State, or local law enforcement official may be used to satisfy this portion of this policy, provided a written copy of test results can be obtained. Employees who refuse to submit to drug and alcohol testing, at the request of a law enforcement official will be considered a refusal to test and that employee will be terminated from employment.

Random Testing

All employees who are covered by the FMCSA regulations are subject to random drug and alcohol testing when selected.

The random selection process will be conducted by a third-party administrator. Selection is done monthly, and a list is then generated of employees to be tested, where individual notices are generated for each selected employee, and these are forwarded to local administration for testing. Due to the nature of random testing, each employee will have an equal chance of being selected each time a random selection is conducted, regardless of his/her previous selections.

Annual random testing rates for FMCSA regulated employees will be at the then current rates promulgated by the U.S. Secretary of Transportation. Random testing rates for non-FMCSA regulated employees will be at an annual testing rate specified by the Company.

Selected employees will be expected to report for testing when notified with no exceptions. If a selected employee is on vacation, personal or medical leave, or off work, when selected for random testing, the third party administrator will be notified so an alternate can be selected.

Reasonable Suspicion Testing

All employees will be required to undergo drug and alcohol testing whenever his/her supervisor has reason to believe that they are unfit or unable to safely perform safety sensitive functions. This determination will be based on specific observations of his/her behavior, appearance, speech or body odors, which may include indications of withdrawal symptoms of drug use. These observations will be made and documented by a supervisor and/or manager, with the assistance of another supervisor and/or manager, if available, who has received appropriate training. A supervisor or other manager observing behavior as described above will take the following actions immediately:

- Confront the employee involved, and keep the employee under direct observation until the situation is resolved.
- In the event reasonable suspicion testing is warranted, a supervisor or other manager will transport the employee to the collection site and await the completion of the collection procedure.
- Employees will be asked to release any evidence relating to the observation for further testing. Failure to comply may subject the employee to discipline,
- The supervisor or manager will ensure that the employee receives safe transportation home. An employee will not be allowed to return to duty until the results of the drug and/or alcohol testing are known.
- The supervisor or manager shall, within 24 hours or before the results of the controlled substance test are released, or within 24 hours, whichever event occurs last, document the particular facts related to the behavior or performance problems.
- If upon confrontation by the supervisor or manager, the driver admits to use but requests assistance, the Company or Global will arrange for assessment by an appropriate Substance Abuse Professional. Reassignment to the driver position is conditional to completing the

Substance Abuse Professional's guidelines and return-to-duty testing.

- If, during the course of employment, the driver acknowledges a substance abuse problem and requests assistance, the problem may be treated as if it were an illness, subject to the provisions set forth below:
- The decision to seek diagnosis and accept treatment for the substance abuse problem is the responsibility of the driver;
- The diagnosis and prescribed treatment of the driver's condition will be determined by health care professionals designated by the Company in conjunction with the driver's physician; and
- The driver might be placed on medical leave for a predetermined period recommended by those healthcare professionals if the Substance Abuse Professional determines that such action is appropriate.

Testing Methodology

Controlled Substance Testing

Controlled substance has the meaning assigned by 21 United States Code §802 and includes all substances listed on Schedules I through V as they may be revised from time to time (21 CFR §1308). The following controlled substances shall be tested for as required by the Department of Transportation (49 CFR Part 40) and this policy:

- (a) Marijuana metabolites.
- (b) Cocaine metabolites.
- (c) Amphetamines.
- (d) Opioids.
- (e) Phencyclidine (PCP).

Detection levels requiring a determination of a positive result shall be in accordance with the guidelines adopted by the FMCSA in accordance with the recommendations established by the 49 CFR Part 40.

Specimen collection for FMCSA regulated drug testing will be conducted at a medical clinic or other collection site as determined the Company. The collection site and collection personnel must meet the standards set out in 49 CFR Part 40 and follow the procedures specified in that regulation. All drug testing analysis will be done by laboratories certified by the U.S. Department of Health & Human Services.

Prior to beginning the collection procedure, an employee will be given a brief description of how the specimen collection will be accomplished, and may be asked to leave personal possessions (i.e. outerwear, brief cases, purses) in another secured area. The employee will then be given an opportunity to provide a urine sample for drug testing in an area, which has been specifically set up for this purpose, and designed to afford privacy to the employee.

However, if there is reason to believe that the employee will substitute or otherwise alter the sample, all right to privacy during specimen collection will be forfeited. Once the collection has been made, the employee will observe the specimen being packaged for shipment to the laboratory, and will be asked to sign the chain-of-custody form and the package labels. Once the collection process has taken place, the employee may return to work, except when being tested under Reasonable Suspicion.

Once the specimen has been forwarded to the laboratory, all testing and analysis will be conducted in accordance with 49 CFR Part 40. The results of the analysis will be forwarded to the Medical Review Officer (MRO) and will be handled as follows:

Negative Result

If analysis of the specimen finds no recordable amount of any of the substances identified above the cutoff levels as defined in the FMCSA regulations, it is considered to be a "negative" drug test. No further testing is necessary. A copy of the negative test result will be placed in the employee's file.

Diluted Specimen

For a drug screen that has been determined by the (MRO) to be "negative but diluted," the donor will immediately be sent back or transported to the collection site for a retest. If the MRO has directed a retest, the collection will be under direct observation. The last test will be the test of record for DOT purposes as well as Company policy. Employees will not be retested when results are positive, nor when the sample is substituted. Refusal to cooperate in any retest is considered a violation of this policy and will be grounds for termination. If the second specimen after testing is deemed "negative but diluted," the test will be considered "negative" for purposes under this policy.

Positive Result

If analysis of the specimen finds an amount of tested substances above the cutoff levels as defined in the Federal Motor Carrier Safety Regulations, these findings will be passed to a Medical Review Officer (MRO).

The MRO acts as an independent and impartial "gatekeeper" and advocate for the accuracy and integrity of the drug testing process. The MRO provides a quality assurance review of the drug testing process for the specimens under the MRO's purview.

The MRO must determine whether there is a legitimate medical explanation for confirmed positive, adulterated, substituted, and invalid drug tests results from the laboratory.

When the MRO receives a confirmed positive, adulterated, substituted, or invalid test result from the laboratory, the MRO must contact the employee directly (i.e., actually talk to the employee), on a confidential basis, to determine whether the employee wants to discuss the test result. In making this contact, the MRO must explain to the employee that, if he or she declines to discuss the result, the MRO will verify the test as positive or as a refusal to test because of adulteration or substitution, as applicable.

The MRO must tell the employee that the laboratory has determined that the employee's test result was positive, adulterated, substituted, or invalid, as applicable. The MRO must also tell the employee of the drugs for which his or her specimen tested positive, or the basis for the finding of adulteration or substitution.

The MRO must explain the verification interview process to the employee and inform the employee that the MRO's decision will be based on information the employee provides in the interview.

The MRO must explain that, if further medical evaluation is needed for the verification process, the employee must comply with the MRO's request for this evaluation and that failure to do so is equivalent of expressly declining to discuss the test result.

The MRO must warn an employee who has a confirmed positive, adulterated, substituted or invalid test that the MRO is required to provide to third parties drug test result information and medical information affecting the performance of safety-sensitive duties that the employee gives the MRO in the verification process without the employee's consent (see 49 CFR [§40.327](#)). The MRO must give this warning to the employee before obtaining any medical information as part of the verification process. For purposes of this paragraph, medical information includes information on medications or other substances affecting the

performance of safety-sensitive duties that the employee reports using or medical conditions the employee reports having. The persons to whom this information may be provided include the employer, a SAP evaluating the employee as part of the return to duty process (see [§40.293\(g\)](#)), DOT, another Federal safety agency (e.g., the NTSB), or any state safety agency as required by state law.

Prior to reporting any findings to Company, the Medical Review Officer (MRO) will contact the employee at the telephone number provided on the chain-of-custody form by the employee. The employee will be given an opportunity to discuss with the MRO, any medical reason for the positive drug test (i.e. prescription medication). The MRO may require the employee to provide written documentation of any medical history of being under a physician's care. The MRO may also request permission to speak to his or her physician to validate their claim. If the MRO find that there is a valid medical reason for the positive test result, the MRO will declare the test negative, but request that the employee be removed from safety sensitive functions until his or her medical condition is resolved. The MRO must also advise the employee that, before informing any third party about any medication the employee is using pursuant to a legally valid prescription consistent with the Controlled Substances Act, the MRO will allow 5 business days from the date the MRO reports the verified negative result for the employee to have the prescribing physician contact the MRO to determine if the medication can be changed to one that does not make the employee medically unqualified or does not pose a significant safety risk. If, in the MRO's reasonable medical judgment, a medical qualification issue or a significant safety risk remains after the MRO communicates with the employee's prescribing physician or after 5 business days, whichever is shorter, the MRO must follow [§40.327](#) (reporting requirements). If the MRO receives information that eliminates the medical qualification issue or significant safety risk, the MRO must transmit this information to any third party to whom the MRO previously provided information under [§40.327](#).

If after speaking with the employee, the MRO can find no medical explanation for the positive test result, the MRO will declare the test as positive and will report the result to the authorized Company Representative. Upon learning of a positive drug testing result, the employee may request a retest of the second portion of the sample. The employee may elect to have the "split" portion of their specimen analyzed by a certified laboratory of their choice, at their expense. This test may only be authorized and under the direction of the MRO. A request for a retest will not postpone the suspension of the employee and further investigation.

Employees and applicants who have submitted a specimen for drug testing under this policy must remain in contact with the Company and make themselves available to the MRO to discuss their test results. If the MRO cannot contact the employee or applicant after making documented attempts for 72 hours, the MRO may report the result to the Company as a non-contact positive.

Alcohol Testing

Alcohol testing will be performed by only those persons who have received proper training as required by the regulations, using only those devices as approved by the National Highway Traffic Safety Administration and placed on the "Conforming Products List of Evidential Breath Measurement Devices."

Prior to testing, an employee will be required to provide some form of positive identification for the technician. The employee will then assist the technician in completing the Breath Alcohol Testing Form by providing information and signatures as required. Employees who provide false identification, refuse to provide information or signatures for Breath Alcohol Test Form, or otherwise refuses or fail to cooperate with the alcohol testing process, will be subject to immediate termination.

Prior to each alcohol test, the technician will explain how the test will be performed. The technician will open and attach to the testing device, an individually wrapped mouthpiece. The employee will then be

instructed to blow forcefully into the breath-testing device until an adequate amount of breath had been maintained.

In the event that an employee is unable to provide an adequate amount of breath for testing after several attempts to do so, the employee will be required to undergo a medical evaluation by a licensed medical physician, to determine if a medical condition exists which would preclude them from providing adequate breath. If the examining physician determines that a valid medical reason exists, then the test shall be considered "negative" and will be reported as such to the Company. If the physician determines that there is no valid medical reason exists, then the test will be reported as a "refusal to submit" and the employee will be subject to same penalties as if he/she refused to submit to testing as required.

If the initial screen indicates an alcohol concentration ≥ 0.02 , a confirmation test must be performed no sooner than 15 minutes but no later than 20 from the completion of the initial alcohol test. Confirmation testing requires that the testing process begin again with a new breath Alcohol Testing Form and new mouthpiece. If continuation testing indicates an alcohol concentration of 0.02, but less than 0.04 the test shall be considered "positive" for purposes of the Company and the employee will be terminated from employment with the Company. However, the result will be reported to prospective employers as a "negative" result.

If the confirmation test indicates an alcohol concentration of >0.04 , the employee will be deemed as medically unqualified to perform safety sensitive functions and will be terminated from employment with the Company. The alcohol test will be reported to prospective employers as a "positive result."

Refusal To Submit

Any employee, who refuses to submit to any of the drug and/or alcohol testing as required in the above listed circumstances, will be suspended pending further investigation and may be subjected to further disciplinary actions, up to and including termination. "Refusal to submit" to drug and alcohol testing also includes:

- Failing to provide adequate breath for testing without a valid medical explanation.
- Failing to provide adequate urine for drug testing without a valid medical explanation.
- Engaging in conduct, which obstructs the testing process. (i.e. failure or refusal to sign any document or form required under this policy, failure to cooperate with collection site personnel, attempts to alter or substitute urine for drug testing).

If alcohol testing is conducted off Company property, it will be the responsibility of the Company management to accompany or otherwise arrange transportation to and from the testing site. Employees are not allowed to operate their personal vehicles or Company vehicles if they are found to have a BAC of 0.02 or more.

Consequences And Discipline

Any employee who: tests positive for the use of controlled substances; or has a Breath Alcohol Concentration of 0.04 or greater during alcohol testing; or refuses to submit to testing or is found to have engaged in any prohibited conduct as defined in the FMCSA regulations or this policy shall be terminated immediately.

Miscellaneous Provisions

Designated Employer Representative

The Designated Employer Representative ("DER") is an individual identified by the Company as able to receive communications and test results from service agents and who is authorized to take immediate

actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

The Company's alcohol and drug policy administrator ("DER") who is designated to monitor, facilitate, and answer questions pertaining to this Policy and the implementing procedures is April Taylor.

Record Keeping

All alcohol and controlled substance test records are considered confidential. For the purpose of this policy, confidential recordkeeping is defined as records maintained in a secure manner, under lock and key, accessible only to the program administrator (DER) or duly appointed designates.

The Company will maintain records in a secure manner so that disclosure of information to unauthorized persons does not occur.

Alcohol and controlled substance test records will be released only in the following situations:

- To the employee, upon his/her written request;
- Upon request of a DOT agency with regulatory authority over the Company;
- Upon request of state or local officials with regulatory authority over the Company;
- Upon request by the United States Secretary of Transportation;
- Upon request by the National Transportation Safety Board (NTSB) as part of an accident investigation;
- Upon request by subsequent employers upon receipt of a written request by a former covered employee;
- In a lawsuit, grievance, or other proceeding if it was initiated by or on behalf of the complainant and arising from results of the tests; or
- Upon written consent by the employee authorizing the release to a specified individual.

The Company or its agent shall maintain the following records for two years:

1. Records of the inspection and maintenance of each EBT used in employee testing;
2. Documentation of the Company's compliance with the Quality Assurance Policy for each EBT it uses for alcohol testing; and
3. Records of the training and proficiency testing of each BAT used in employee testing.

The Company will maintain for five years records pertaining to the calibration of each EBT used in alcohol testing, including records of the results of external calibration checks.

Prescribed Medications

The prohibitions outlined above do not apply to the use of a controlled substance as prescribed by a physician who is familiar with the employee's medical history and assigned duties and has advised the employee that if used as prescribed, it will not adversely affect their ability to safely perform their job or operate a commercial motor vehicle. If testing indicates the possible illegal use of a controlled substance, the employee will have an opportunity to discuss with the medical review officer, any medication that may have been found. An employee may also be asked to identify the Prescribing physician and to authorize the medical review officer to discuss the use of the medication with that physician. This discussion may include possible side effects, and the employees' ability to safely perform their job as required.

If an employee is determined to be taking or is under the influence of a prescribed drug that will adversely affect his/her ability to safely perform safety sensitive duties, or pose a risk or harm to themselves or the general public, he/she will be removed from performing those duties until the risk has been substantially reduced or eliminated. Employees may also be removed from the performance of safety sensitive functions pending investigation and further information with regard to any prescribed medication that may affect their ability to safely perform their duties.

All employees covered by this policy are required to inform their immediate supervisor and/or the Human Resource Manager of all medication prescribed by a physician. This information will be held in strictest confidence and will only be used to determine an employee's ability to safely perform their job duties.

Responsibilities of Professional Service Providers

The responsibilities of the firm or firms engaged by the Company to provide services relating to implementation of this policy may include:

- Ensuring that proper collection kits and paperwork is in place.
- Ensuring that proper collection and chain-of-custody procedures are followed.
- Selection of certified testing laboratory(ies).
- Receiving all tests results from the laboratory(ies).
- Filing and reporting of all test results.
- Providing a Medical Review Officer for consultation with Company employees in the event of a positive drug test.
- Reporting of all confirmed positive test results to authorized Company representative.
- Providing monthly and quarterly management reports as required by the Department of Transportation.

Referral to Substance Abuse Professional

An employee who engages in conduct prohibited under the DOT rules and this policy will be advised of the available resources for evaluation and treatment including the names, addresses, and telephone numbers of SAPs and counseling and treatment programs. The company has no further obligations to ensure that the employee receives an SAP evaluation; pay for the evaluation; or seek to obtain, or maintain the SAP evaluation synopsis. Employees that violate this policy are subject to termination.

Drug and Alcohol Background Check

Prior to hiring an employee or using a driver covered by this policy, a background check of their previous employers will be made which will include their participation in a drug and alcohol testing program for the previous three (3) years. This check will include the results of all drug and alcohol tests and any refusals to test within the last three (3) years. This information may be obtained through a personal interview, telephone interview, letter, or written request. All obtained information will be kept in a secured confidential file.

Every attempt will be made to obtain this information prior to allowing an employee to perform safety sensitive functions for the first time. If it cannot be obtained prior to beginning their safety sensitive duties, it must be obtained within 30 days of the employee first performing safety sensitive duties. No employee will be allowed to perform a safety sensitive function if this information has not been obtained within 30 days. Per FMCSR 382.413, if a previous employer refuses, in violation of §382.402, to release the information pursuant to the Company and driver's request, the Company will note the attempt to obtain the information and place the note with the driver's other testing information. No employee will be allowed

to perform safety sensitive functions if it is discovered that he/she has tested for an alcohol concentration of .04 or greater, had a verified positive drug test result, or refused to be tested for drugs and alcohol, unless the Company can satisfy itself that he/she has been counseled by a Substance Abuse Professional, has complied with the recommendations made by the Substance Abuse Professional and have passed subsequent return-to-duty and follow-up drug and alcohol tests.

Information Resources

There is overwhelming evidence that drug and alcohol use and/or abuse interferes with driving ability. Although there are separate standards for alcoholism and other drug problems, in reality much substance abuse is polysubstance abuse, especially among persons with antisocial and some personality disorders.

Alcohol and other drugs cause impairment through both intoxication and withdrawal. Episodic abuse of substances by commercial drivers that occurs outside of driving periods may still cause impairment during withdrawal. However, when in remission, alcoholism is not disabling unless transient or permanent neurological changes have occurred.

Alcohol and other drug dependencies and abuse are profound risk factors associated with personality disorders that may interfere with safe driving.

Even in the absence of abuse, the commercial driver should be aware of potential effects on driving ability resulting from the interactions of drugs with other prescription and nonprescription drugs and alcohol (e.g., alcohol enhances hypoglycemic effects of sulfonylureas).

If you have questions about the Department of Transportation's drug and alcohol testing Policy requirements you may contact:

Office of the Secretary of Transportation
Office of Drug & Alcohol Compliance
Room 10317
400 Seventh Street, S.W.
Washington, D. C. 20590
202-366-3784

General questions and information about drug and alcohol abuse is available from:

Office of National Drug Control Policy
The White House
Washington, D.C.

Specific information about the Company's drug and alcohol testing Policy should be directed to the Designated Employer Representative identified above.

You may also contact the Company's Employee Assistance Program ("EAP"). Information on the EAP is available from Management, Human Resources, or Owner.

Further information on the FMCSA drug and alcohol regulations and implementation guidelines are contained in FMCSA publication CMO-04-001 available on the FMCSA website.

DRUG AND ALCOHOL FREE WORKPLACE POLICY AND PROCEDURE

Policy

The Company is committed to maintaining a work environment that is free from the influence of both illegal drugs and alcohol. This commitment is designed to help protect the health, safety and wellbeing of our employees, visitors, customers, and applicants for employment, temporary/contingent workers, and the like. This policy applies to all employees and applicants for employment (hereinafter collectively “Covered Persons”). In support of this effort, Company has adopted this Drug and Alcohol-Free Workplace Policy (the “Policy”) for all non-DOT full-time, part-time, hourly, salaried, temporary and contingent workers at all Company locations, including managers and supervisors. Because substance abuse at or away from work can seriously endanger the safety of employees and render it impossible to supply top-quality products and service, Company has also implemented a formal Employee Assistance Program to help employees in this capacity.

To this end, Company has adopted a comprehensive list of guidelines designed to maintain a drug and alcohol free workplace and to ensure compliance with all applicable regulations and requirements. Facets of this program may also extend to contractors and other persons conducting work on behalf of the company.

Company will enforce this Policy in a manner that is consistent with applicable federal, state and local law.

This Policy supersedes any prior policy as well as other written or oral statements or representations by Company that are inconsistent with this Policy.

Please note: this Policy in no way guarantees employment for a certain period of time or otherwise alters the at-will employment relationship with Company.

Definitions: For purposes of this Policy, the following capitalized words and terms mean:

1. **Illegal Drug** - means any drug or controlled substance that is not legally obtainable under both applicable state and federal law without a valid prescription, including but not limited to amphetamines, barbiturates, benzodiazepines, cocaine, designer drugs, hallucinogens, marijuana, methaqualone, opioids (opiates, such as heroin, codeine, morphine, and semi-synthetic/synthetic opioids, such as hydrocodone, hydromorphone, oxycodone, oxymorphone, and methadone), phencyclidine (PCP), propoxyphene, and/or any substances and/or materials that are prohibited by federal or applicable state regulations.
2. **Premises or Property** – means buildings, parking lots, vehicles owned or leased by Company or Amazon or used for Company purposes, work facilities and plants, warehouses, equipment, or land used by Company or Amazon or its customers or suppliers.
3. **Safety-Sensitive Positions** - means positions that require tasks involving a potential risk of injury to self or others, or as otherwise defined by applicable federal, state, or local law. Any Covered Persons responsible for the health, safety, and welfare of Company employees are also considered to work in a Safety-Sensitive Position. *See Appendix A.*
4. **Unauthorized Substances** – means over-the-counter or prescription drugs used, possessed, purchased, obtained, transferred, dispensed, trafficked, sold or distributed in violation of this Policy. *See “Prohibitions” number 4 (A) – (D) below.* Unauthorized substances also includes substances that cause drug-like effects, but which may not necessarily be illegal under applicable laws, used for a purpose other than their intended purpose, e.g. specifically includes the inhalation of intoxicating substance (e.g. nitrous oxide, glue, cleaning products) and used

in an unsafe manner or quantity so as to impair the employee's ability to safely and adequately perform his/her job responsibilities.

Prohibitions: Covered Persons are prohibited from engaging in the conduct outlined in this section:

1. Covered Persons are prohibited from reporting to work, being on Company Premises or Property, or performing work (on or off Company' Premises or Property) while under the influence of alcohol, Illegal Drugs and/or Unauthorized Substances.

2. Covered Persons are prohibited from applying for employment, reporting to work, being on Company Premises or Property, or performing work (on or off Company Premises or Property) with alcohol in his/her system sufficient to yield a positive alcohol test result and/or with Illegal Drugs (and/or drug metabolites) in his/her system which meets or exceeds nationally accepted standards for determining detectable levels of controlled substances as adopted by the federal Substance Abuse and Mental Health Services Administration or applicable state law.

3. Covered Persons are prohibited from using, possessing, purchasing, selling, manufacturing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic or distribute) alcohol, Illegal Drugs and/or Unauthorized Substances, including related paraphernalia, in any amount, in any manner or at any time, on Company Premises or Property, or while performing work (on or off Company Premises or Property).

4. Covered Persons are prohibited from using, possessing, purchasing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic or distribute) over-the-counter, or prescription drugs on Company Premises or Property or while performing work, as set forth below. Specifically, Covered Persons are prohibited from using, possessing, purchasing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic or distribute):

- (a) prescription drugs that are not prescribed to the Covered Person and/or prescribed on an invalid or non-current prescription;
- (b) prescription drugs that are prescribed to the Covered Person at non-therapeutic levels or used in a manner or quantity other than as set forth in the prescription;
- (c) over-the-counter drugs in a manner or quantity other than set forth in the directions;
or
- (d) over-the-counter or prescription drugs in an unsafe manner.

5. Covered Persons are prohibited from refusing to provide an adequate drug or alcohol test sample/specimen without a valid medical basis, refusing to cooperate during collection or testing, or failing to report (or report promptly) to the collection site without a legitimate reason.

6. Covered Persons are prohibited from providing an altered, adulterated, diluted or substituted drug or alcohol test sample or specimen. Covered Persons are prohibited from using a device or substance to interfere or attempt to interfere with a drug or alcohol test.

7. Excepting the need for first-aid or emergency medical care (or where otherwise provided by law), Covered Persons asked to submit to a post-accident or reasonable suspicion alcohol or drug test are prohibited from using alcohol or drugs (including over-the-counter or prescription drugs) for eight hours following the accident or determination of reasonable suspicion, or until the Covered Person undergoes an alcohol or drug test, whichever occurs first.

8. Covered Persons are prohibited from failing or refusing to report a conviction for a drug-related offense within five (5) days of such conviction, even if the activities giving rising to the conviction did not occur on Company Premises or Property, or while performing work for Company.

Marijuana: Note that it is Company intention to comply with all applicable federal, state, and local laws. Where state and federal law differ, however, Company will comply with federal law, except where otherwise provided. For example, some state laws permit the use and possession of marijuana for medical and/or non-medical purposes, but federal law does not. In the absence of state law to the contrary, Company considers marijuana to be an Illegal Drug for purposes of this Policy in *all* states – even those states that allow for medical and/or non-medical use. Moreover, even if an individual’s use of marijuana may otherwise be permissible under state law, the use or possession of marijuana or being under the influence or impaired by marijuana on Company Premises or Property or while performing work for Company is strictly prohibited.

Alcohol Use at Company Events: Alcohol is served at certain Company-sponsored events and/or business-related activities. At those events, alcohol consumption by Covered Persons (in moderation) does not violate the terms of this Policy so long as the Covered Person exercises good judgment and so long as the Covered Person acts in a lawful, safe, professional and responsible manner at all times.

Appropriate Use of Prescription Medication

Covered Persons’ proper and legal use of over-the-counter medication or medication that has been prescribed by a physician for that Covered Person is not prohibited by this Policy. It is each Covered Person’s responsibility to check with a physician or other licensed medical provider regarding whether the use of any medication may adversely affect performance or safety at work. Company does not unlawfully discriminate against employees or applicants on the basis of disability. *Covered Persons who seek a reasonable accommodation due to an underlying disability are encouraged to submit any requests to Management, Human Resources, or Owner.*

A Covered Person who is using or tests positive for a prescription drug for which he/she has a valid prescription, but which drug use may pose a direct threat to the employee or others in the workplace (or which otherwise adversely affects the employee’s job performance), may be subject to further assessment. In such cases, Company will conduct an individualized assessment of the individual’s ability to perform the essential functions of the job in question while utilizing such drug without posing a direct threat to the health or safety of the employee or others in the workplace, before taking any further action related to the employee’s employment.

Medication Disclosure

Covered Persons in Safety-Sensitive Positions who are taking a drug or medication which adversely effects, or which may reasonably be expected to adversely effect, the Covered Person's ability to perform work in a safe and productive manner, are required to promptly report the use of such drug and/or medication to Management, Human Resources, or Owner using the Medications Disclosure Form and Authorization for Release of Information attached hereto. *See* Appendix B. When making such a disclosure, Covered Persons need not disclose any underlying medical condition unless specifically requested by safety personnel or Management, Human Resources, or Owner for purposes of evaluating reasonable accommodations while the employee uses the medication. Such disclosures will be, to the extent appropriate, treated confidentially by Company. This Medications Disclosure Form is job-related and consistent with business necessity.

Upon receipt of the completed Medications Disclosure Form, Management, Human Resources, or Owner, and where appropriate, the Covered Person, the Covered Person's physician and/or the Covered Person's supervisor(s), will determine the appropriate response consistent with applicable law.

Non-Discrimination

In accordance with the Americans with Disabilities Act and state anti-discrimination laws, Company does not discriminate against any Covered Person who is a qualified individual with a disability, who is not currently using Illegal Drugs and who has either successfully completed a rehabilitation program, or who may be currently participating in a supervised rehabilitation program and is no longer using Illegal Drugs. A current disability of any kind, however, does not entitle an employee and/or job applicant to violate any provisions of this policy.

Drug and Alcohol Testing Procedures

Testing: Company will perform drug and alcohol testing on Covered Persons in a manner consistent with applicable law. Company may test for the presence of some or all of the substances defined above as Illegal Drugs and/or alcohol. The following are the types of testing that Company may employ:

1. **Pre-Employment/Post-Offer Testing:** Individuals extended a conditional offer of employment may, as a prerequisite to their employment with Company, be required to submit to a drug test.
2. **Post-Accident Testing:** Covered Persons will be drug/alcohol tested (where permitted by applicable law) following an injury or accident, in which they were involved, that there is an injury or accident, in which they are involved, that (i) resulted in a fatality, (ii) requires medical attention beyond first aid or results in lost work time, (iii) caused property damage (including damage to vehicles owned or leased by Company or being used for Company purposes) in a significant amount, or (iv) puts the health and safety of any person in imminent risk. Drug/alcohol testing under this section will be undertaken as soon as practicable after the reported injury or accident, and administered to Covered Persons who Company reasonably believes may have contributed to the injury or accident. Drug/alcohol testing under this section will be applied in a neutral fashion, to foster a safe work environment, and will only be undertaken to identify drug/alcohol use in the recent past. Testing under this section will not be undertaken to retaliate against employees for reporting workplace injuries. Employees who have been required to submit to a drug /alcohol test as a result of an accident will not be allowed to drive themselves to a clinic for drug/alcohol testing, or return to work until the results of the drug/alcohol test become available to Company.

3. **Reasonable Suspicion/For Cause Testing:** Covered Persons will be drug/alcohol tested when there is a reasonable belief based on specific facts and rational inferences drawn from those facts that a Covered Person is engaged in the inappropriate or illegal use of drugs/alcohol and/or has violated this Policy (where permitted by applicable law). Such specific facts and reasonable inferences would include, but are not limited to, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of a Covered Person. Such specific facts and reasonable inferences should, when possible, be observed by two or more people. Such persons will not be allowed to drive themselves to a clinic for drug/alcohol testing, or return to work until the results of the drug/alcohol test become available to Company.

Testing Procedures:

Drug or alcohol test samples/specimens (typically breath in the case of alcohol and typically urine, oral fluid, or hair in the case of drugs) will be collected in private by a certified collector approved by Company. The collector will maintain appropriate chain of custody procedures and documentation. All reasonable attempts will be made to protect the privacy of individuals providing drug/alcohol samples/specimens and sample collection shall be conducted in accordance with applicable federal, state, or local law.

Immediately after Company determines that a Covered Person shall be tested, a Company representative will direct or escort the Covered Person to a collection site or certified collector to facilitate the collection of the appropriate specimen.

Company will pay the full cost of any testing it has requested or required of a Covered Person, with employees being reimbursed for the reasonable cost of any transportation to and from the designated collection facility. (Job applicants will not be reimbursed for the cost of transportation to and from the designated collection facility.)

Company will normally schedule testing of currently employed Covered Persons during, or immediately before or after, a regular work period. Time spent complying with testing required by Company under this policy is considered work time for purposes of compensation and benefits.

Testing Results:

A Covered Person shall not be deemed to be positive on a drug or alcohol test until the Covered Person's sample/specimen has been subject to confirmatory testing, the confirmatory test will be by gas chromatography mass spectrometry where required by applicable law or by another comparably reliable analytical method. Confirmatory testing will be conducted by a laboratory certified in accordance with applicable federal, state, or local law.

A drug test will be considered positive when the screening levels established by the testing laboratory are exceeded. Information regarding the screening cutoff levels for various drugs will be made available upon request.

Positive test results (or results determined to be adulterated, diluted or substituted) will be communicated to Company' Medical Review Officer ("MRO"). On receipt of positive test results (or results determined to be adulterated, diluted or substituted), the MRO will inform the Covered Person of the positive test results and discuss the results with the Covered Person. In this discussion, the MRO will provide the Covered Person with an opportunity, in confidence, to provide a medical explanation for the result (including the opportunity to identify prescription and non-prescription drug use), the opportunity to contest/rebut the positive test result, and/or the opportunity to provide any information the Covered Person feels is relevant. After speaking with the Covered Person, the MRO will report the results to Company as appropriate. Company will then make

a determination regarding the appropriate response to the positive test results, which may include discipline up to and including termination of employment.

The results of any and all drug or alcohol tests will be maintained in secure (locked), confidential medical files, separate from personnel files. Company will not release any information regarding the test results outside of Company without the written consent of the individual tested, except as otherwise authorized or required by law. Covered Persons may obtain copies of all information and records relating to the Covered Persons' testing.

Covered Persons are hereby on notice that refusal to submit to a test or a positive test result for Illegal Drugs or alcohol could result in an employee being denied, or receiving reduced unemployment benefits or workers' compensation benefits, or both.

Education and Training

To help employees and supervisors better understand the nature of the substance abuse problem and how it affects the workplace, as well as the terms and conditions of this policy, Company makes available educational materials and training sessions on an as-needed basis and provides training in accordance with applicable laws.

Employee Assistance Program

Company provides its employees with access to an Employee Assistance Program ("EAP") that can offer assistance for substance use. Specifically, the EAP can provide confidential information concerning the dangers of substance abuse and to help in obtaining counseling, treatment, and/or rehabilitation for drug or alcohol abuse. Note that, unless required by law, Company does not pay for drug/alcohol treatment and/or counseling services. Please refer to your medical provider for any benefits that may be offered for treatment and/or counseling services.

EAP eligibility information and EAP contact information can be obtained from Management, Human Resources, or Owner.

Note that a Covered Person's first request for assistance from EAP *before* drug or alcohol testing required under this Policy will not itself be used as the basis for disciplinary action. A Covered Person's request for assistance from EAP *after* drug or alcohol testing will not be a defense to the imposition of disciplinary action where a violation of this Policy has already occurred.

Notification of Policy

Company will notify Covered Persons of this Policy by: (a) statements in all recruiting ads; (b) notices posted at all hiring locations; (c) notices in all online career pages; (d) distributing this Policy; and (e) making copies of this Policy available for inspection by Covered Persons during regular business hours.

Acknowledgment and Consent

Any Covered Person subject to testing under this Policy will be asked to sign a form acknowledging the procedures governing testing, and consenting to (1) the test for the purpose of determining the presence of alcohol or drugs, and (2) the release to Company of medical information regarding the test results. See Appendix C. Refusal to sign the agreement and consent form, or to submit to the drug test, will result in the revocation of an applicant's job offer, or will subject an employee to discipline up to and including termination.

Reservation of Rights

Company reserves the right to administer this policy and interpret, change or rescind the policy in whole or in part, with or without notice or consideration. In addition, changes to the applicable state and federal laws or regulations may require Company to modify or supplement the policy.

Questions

Covered Persons shall direct any questions about this Policy to Management, Human Resources, or Owner.

APPENDIX A

Safety-Sensitive Positions

Safety-Sensitive Positions at Company include, but are not limited to, the following positions:

All driver positions

All sorting and packing positions

APPENDIX B

Medications Disclosure Form for Safety-Sensitive Positions

You are required to disclose information about prescription drugs or over-the-counter medications you are taking which adversely effect, or which may reasonably be expected to adversely effect, your ability to safely and effectively perform your job. This disclosure will be kept confidential and will only be released to others on a need-to-know basis.

Employee Name: _____

Supervisor's Name: _____

Prescribing Physician's Name: _____

Name of Drug: _____

Date of Prescription: _____ Length of Time on Prescription: _____

Over-the-Counter Medication Name: _____

Describe the safety-related side-effects you have been warned about or you have had as a result of using this drug or over-the-counter medication: _____

**AUTHORIZATION FOR RELEASE OF INFORMATION
TO BE COMPLETED BY COVERED PERSONS WHO SUBMIT A
MEDICATION DISCLOSURE FORM**

To: Custodian of Records

I hereby authorize the use or disclosure of my health information as described below.

Name: _____

Last four digits of SSN: _____

Date of Birth _____

Persons authorized to provide information: Any HIPAA-covered entity including, but not limited to, any doctor, hospital, pharmacy, or other medical service provider, health plan, health maintenance organization, or insurer.

Persons authorized to receive information: Company's Management, Human Resources, or Owner.

Specific description of information (including date(s) of service): Regarding the Medications Disclosure Form for Safety-Sensitive Positions that I completed for my work for Company, I hereby authorize and request you to permit Company's Management, Human Resources, or Owner to examine any and all information, documents, files, records, charts, progress notes, diagnoses, and the like, in your possession, custody or control, concerning your care, evaluation, treatment, and billing pertaining to me, including, but not limited to, any and all information concerning matters of a physical, mental, emotional, psychological, and psychiatric nature, but shall exclude any or all psychotherapy notes kept and maintained separately from other medical records. I further authorize and request you to permit said representative to copy or reproduce the desired portions of your documents, files, records, charts, progress notes, evaluations, and the like pertaining to such care, evaluation, treatment, and billing. Records obtained pursuant to this authorization will be used for purposes of determining my ability to undertake safety-sensitive work for Company only.

I understand that I have the right to examine any mental health records that are disclosed pursuant to this authorization at any time upon request to Company.

A photocopy of this authorization is to be treated as an original.

Purpose of the use or disclosure: Determining the ability to undertake safety-sensitive work for Company.

I understand that I am entitled to a copy of this form when I sign it. Initials: _____

I understand that this authorization will expire thirty (30) days from the date it is signed below.

I understand that I have the right to revoke this authorization at any time by notifying any covered entity in writing. The revocation will be effective only from the date it is received, will not apply retroactively, and will not be effective to the extent the covered entity has already relied on this authorization.

I understand that this authorization is voluntary and that the plan or service provider will not condition treatment or other services, enrollment in a group health plan, eligibility for benefits, or payment of claims on giving this authorization.

I understand this authorization may allow the information specified herein to be disclosed to persons or organizations that are not health plans, covered healthcare providers, or healthcare clearinghouses subject to federal privacy laws governing health information. I understand that the information authorized to be disclosed pursuant to this authorization may be subject to further disclosure by the recipient(s) and is no longer protected by federal privacy regulations.

By signing this form, I authorize the disclosure of the information specified to the person or persons identified above.

Signature of Individual or Legal Representative

Date

Printed Name of Legal
Representative:

Relationship to
Individual:

APPENDIX C

Acknowledgement and Consent

I certify that I have received and understand the Drug and Alcohol Free Workplace Policy and Procedure (the "Policy").

I agree to comply with the Policy and understand that failure to comply is grounds for disciplinary action, up to and including termination.

I voluntarily consent to submit to drug and/or alcohol testing as outlined in Company's Policy.

I consent to provide specimens at the assigned collection site(s) and further consent to have urine, saliva, hair, and/or breath specimens tested for drugs, alcohol and/or controlled substances (and their metabolites) at a certified laboratory in accordance with applicable law.

Further, if I enroll or participate in a substance abuse rehabilitation program ("Program"), which is approved by Company, I freely and voluntarily consent and authorize the Program to communicate, verbally or in writing with Company, and to release to Company any verbal or written recommendations, findings, conclusions, or results from the program, upon Company's verbal or written request. I agree to release the Program, including its agents, officers, directors, or employees, from any and all liability of whatever kind as a result of the release of information to Company.

In order to provide information to Company, I agree to execute authorizations, release forms, or other documentation as may be required under federal, state, or local law, including but not limited to, the Substance Abuse regulations codified at 42 C.F.R. Part 2 and the Privacy Regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996.

I understand and agree that my at-will employment status cannot be altered by any verbal statement or alleged verbal agreement. It can only be changed by a legally-binding, written contract covering employment status. An example of this would be a written employment agreement for a specific duration of time. **I understand and agree that nothing contained in this Acknowledgement and Consent or in Company's Drug and Alcohol Free Workplace Policy and Procedure shall be considered an employment contract for a definite term.**

Employee Name

Date

Employee Signature