



**Dillon Transportation, LLC– TN Terminal**

974 Tennessee Waltz Pkwy

Ashland City, TN 37015

**800-262-8772**

**Dillon Transportation, LLC– AZ Terminal**

4445 Interstate Way

Kingman, AZ 86409

**928-692-0942**

Emergency Calls Answered 24 Hours a day

**24/7 Dispatch Phone: 800-262-8772 x Option 1**

**Dispatch Fax: 615-792-9470**

**Recruiting Phone: 888-393-4859**

**Website: [www.drivedillon.com](http://www.drivedillon.com)**

**Facebook: [www.facebook.com/dillontransportation](http://www.facebook.com/dillontransportation)**

**Instagram: [@dillontransportation](https://www.instagram.com/dillontransportation)**

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## Terminal Information

### Terminal Access

All drivers/employees are issued a secure gate card that gives access to both AZ and TN terminals. Driver mailboxes are available at both terminals, in Kingman they are in the breakroom, and in Ashland City they are located in the dispatch corridor.

### Break Rooms

Break rooms are available at both terminals with 24/7 access.

**Ashland City, TN:** Open 24/7. No lock.

**Amenities Include:** Restrooms, Showers with provided towels. Kitchenette with a refrigerator, microwave, coffee. Snack machine. Washer /Dryer. Ice machine. TV, & Wi-Fi. The soda machine is located in the fuel island.

**Kingman, AZ:** Open 24/7. Touch Key Lock. The code to access the breakroom is **9876#**.

**Amenities Include:** Restrooms, Showers with provided towels. Kitchenette with a refrigerator, microwave, coffee. Snack & Soda machine. Ice Machine. Washer /Dryer. Copy machine, TV, & Wi-Fi.

### Gym Memberships

We offer paid gym memberships at both our Ashland City and Kingman locations for drivers to utilize during the week and on their weekly home time to help maintain a healthy lifestyle. For details on how to enroll in a gym membership, please contact the Human Resources Department.

### Supplies

Trip envelopes, paper logs, seals, trailer inspection sheets, & vehicle inspection reports are available at both terminals.

**Ashland City, TN:** Located in the corridor of the dispatch office.

**Kingman, AZ:** Located in the main break room.

Completed trip envelopes should be dropped each time you're at our terminals or at one of our designated drop box locations. Remember to include the BOL (Bill of Lading), VIR (Vehicle Inspection Reports), Trailer Inspection Sheets (if a paper copy), Logs (if a paper copy is required), & Reimbursements Requests and Receipts. Make sure your name & pro number is listed on every piece of paper.

**Ashland City, TN:** Located on the bookshelf inside the corridor of the dispatch office.

**Kingman, AZ:** Located on the bookshelf inside the break room.

## Dillon Transportation Team Members Portal Information on Our Website

Go to [www.dillontransportation.com](http://www.dillontransportation.com). Click on the Team Member portal at the top right corner of the website. The password to access the Team Members Portal is "dillon." The team member portal will be where company news is posted, and the virtual safety meetings are posted. It is important to check the portal regularly to ensure you are staying up to date on pertinent driver information.

## **Employment-At-Will**

Employment with Dillon is voluntarily entered into, and the employee is free to unilaterally terminate the employment relationship at will at any time, with or without notice and for any reason or no reason at all, with or without cause. Similarly, the Company may terminate the employment relationship at will at any time, with or without notice and for any reason or no reason at all, with or without cause, so long as there is no violation of applicable federal or state law.

Policies set forth in this Handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligation of any kind or a contract of employment between the Company and any of its associates. No associate, supervisor, manager or Company representative has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Only the owner of the Company has the authority to make any such agreement and then only in writing. The provisions of the Handbook have been developed at the discretion of management and may be amended or canceled at any time, at the Company's sole discretion.

A probationary period of 90 days is required of all new employees. Employees may be terminated without prior notice if in the sole opinion of the employer the employee's service and performance do not meet the required standard of work. Completion of the probationary period does not change an employee's status as an employee-at-will or in any way restrict Dillon's right to terminate such employee with or without prior notice and with or without cause.

Nothing contained in this notice, Employee Handbook, employment applications, Company memorandums, or other materials provided to employees in connection with their employment shall require the Company to have "just cause" to terminate an employee or otherwise restrict Dillon's right to terminate an employee at any time and for any reason. Statements of specific grounds for termination as may be set forth in this notice or elsewhere are not all-inclusive and are not intended to restrict the Company's right to terminate at-will. Nothing expressed or implied in the Employee Handbook, or any statement contained therein is to be construed as a contract of employment between employer and employee.

## **Equal Employment Opportunity**

It is Dillon Transportation's policy to make all employment decisions, including hiring, promoting, transferring, upgrading, laying off, demoting, or discharging, without regard to an individual's race, color, religion, sexual orientation, gender identity, transgender status, sex, national origin, age, handicap, disability, genetic information, veteran status, or other legally protected group/status. This commitment is based upon morals as much as upon legal requirements.

## **Military Leave**

Dillon Transportation strives to be a workplace that honors veterans and current duty military personnel. Accordingly, the Company complies with all applicable laws concerning military leave. The Company complies with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which protects applicants and employees who serve in the military from discrimination in the areas of hiring, job retention, and advancement. USERRA provides job and benefit protection for employees who serve in the military, and it provides certain reemployment rights to any employee who has been absent from work due to service in the United States uniformed services. The Company will grant a military leave of absence to employees who are required to miss work because of service in the United States uniformed services in accordance with USERRA. Employees must notify the Company upon receipt of a notice that he/she will require a military leave of absence unless providing such notice is precluded by military necessity, impossible, or unreasonable, and employees should provide the Company with a copy of his/her official orders. When an employee receives notice that he/she will need a military leave of absence, please contact the Human Resources Department for further information regarding employees' rights and responsibilities under USERRA.

## **DOT Physical Examinations & Abilities Test Requirements**

Dillon Transportation will pay for all company required DOT physicals & drug screens. The screens must be performed at a facility designated & approved by Dillon Transportation. Dillon will also require each driver to pass a Physical Abilities Test after a new DOT medical card has been issued and/or returning to active work status from extended time off.

**The physical & mental requirements of a Dillon Transportation, LLC CDL Class A driver are as follows:**

- Demonstrate sound judgment in operation of the vehicle & remain safety conscious.
- Communicate, read, understand, & write as required to perform essential functions.
- Pull fifth wheel release & check fifth wheel claw.
- Crank landing legs down/up.
- Climb in & out of a Trailer. Sweep out a trailer. Attach/Remove cargo straps & secure freight.
- Must be able to drive at night & work weekends, if need be.
- Pull, twist, squat, bend, & lift 30 pounds to shoulder height as required to perform essential functions.
- Sit for up to (11) eleven hours per day.
- Climb in & out of the Cab. Raise/Lower tractor hood. Place chains In/Out of the cab.
- Pass Driving Test during Orientation.

## **Equipment & Safety**

1. Trucks are governed at 70 miles per hour for Solos & 77 miles per hour for Teams.
2. Each Dillon Truck Tractor is equipped with APU units for heating & cooling the inside of the unit.
3. Write up any vehicle defects you become aware of or that are reported to you by a Federal or State Vehicle Safety Official on a DRIVER VEHICLE INSPECTION REPORT (DVIR) at the end of each day's tour of duty or through our ELD System. Ensure any reported defect is repaired before operating the vehicle the next day. There is a certification on the bottom of each DVIR for your review and signature certifying the repair(s) were conducted. Additionally, turn in all written DVIR to the Maintenance Department or leave in the box outside the building.
4. **Do not have any repairs made without approval. If there is an issue always call Maintenance / Dispatch first.**
5. If your Company Truck is in the shop & you are operating a leased truck, you must use that company's vehicle condition report to write up what the truck needs for repairs.
6. All trucks issued to a driver will be clean & safe. We expect our drivers to keep these units clean & sanitary. If your truck becomes unsanitary & requires cleaning, Dillon Transportation will clean that unit for you & charge you accordingly (minimum charge of \$250.00). If employment is terminated, the unit will be checked for cleanliness at the time of release & any charges relating to cleaning will be deducted from your last paycheck.
7. Dillon's Maintenance Department will be glad to install your individual property (CB, Antenna, Inverter, Fridge, Etc.) into the truck for you. However, once this equipment is installed, it will be your responsibility to make sure it continues to be secure. If you notice that something is coming loose or does not look right, it needs to be reported to Maintenance (For specifics of this process, please see the Pre-trip / Post-trip Inspection Procedures). If a personal item causes preventable damage to Company equipment, you will be financially responsible for the damages up to \$1,500.00 which is the employee deductible for damages.
8. If you choose to install something on your own, it must first be approved by the Maintenance Department. This includes Mounting Location, Affixation Method, & Item Installed. The Maintenance Department offers adhesive backed disks for mounting Sirius XM receivers, GPS, and any other suction mount items. Do not

install tape, glue, or other mounting items in truck before receiving approval from the Maintenance Department.

9. Your truck will be washed each time you come to the home terminal (if you have time) if it is a Dillon owned truck. Leave your Fuel Card in your assigned locked unit on home time at the TN or AZ terminals & the Maintenance Department will Fuel & Wash your truck, if time permits. Contact dispatch for authorization to have your truck washed outside of a Terminal location.
10. All trucks are to be parked at the terminals when on home time unless you have been pre-approved to take the truck to an alternate location.

## **Requirements To Have in Your Truck**

The following items are required to be in each truck:

- Accident Reporting Kit & DOT Drug Kit
- Printed Logs & Trip Envelopes
- Permits
- Insurance card
- Registration

If you are reassigned to a different tractor at any time, you must check & verify that all of the above are in the vehicle before leaving the home terminal. This is part of your pre-trip and your responsibility as a driver. If there are any problems, you are to contact Dispatch or the Safety Director to address these issues before departure.

## **Trailers**

When picking up or loading a trailer, be sure to check all of the bills of lading for the proper destination. Take time to assure that the cargo has been properly loaded / secured (if trailer is not sealed) to avoid any damage or cargo claims.

Dillon Transportation requires that a seal be always on the trailer with the exception of loading & unloading. If the shipper does not provide a seal, you must use a Dillon seal.

- White Seal = Empty Trailer
- Red Seal = Loaded Trailer

**On all American Woodmark loads, please call into Dispatch to verify the Load #, Trailer #, Seal #, & Destination prior to leaving.**

1. Trailer cleanliness is key in servicing our customers. For this reason, Dillon Transportation requires all of its drivers to wash out or sweep the trailer after a load has been delivered. **If a driver does not present a clean trailer to the next customer, that driver will be charged a \$50.00 fee**, taken out of their next &/or last pay. **The driver that must clean out the trailer will be given the \$50.00 fee from the other driver.** If you come across a trailer that was not cleaned out & to receive the \$50.00, please send pictures of the inside of the trailer & the trailer # to [safetyfirst@dillontransportation.com](mailto:safetyfirst@dillontransportation.com). Operations will review the dirty trailer & if it is approved as a dirty trailer, the driver that must clean out the trailer will be given the \$50.00.
2. When you drop your trailer, do not crank the trailer high above the fifth wheel. This action places your fellow drivers at a potential health and safety risk. When dropping your trailer, lower the landing legs to the ground & stop the motion. Then lower the air bags by the switch on your truck instrument panel before disconnecting. Follow these instructions so no one gets injured (pulled muscles, heat stroke, heart attack or respiratory distress) while trying to lower a trailer dropped too high.
3. When preparing to hook to a trailer always look to see how high the trailer is raised before you back up. Attempting to hook a trailer raised too high can cause the king pin to go over the fifth wheel & trap your

vehicle underneath.

4. Check your trailer before you drop it at any customer's facility or drop yard. If you detect a problem, you are required to contact the Maintenance Department or Dispatch, so it can be repaired.
5. Never get in between the bottom of a drop frame trailer & the wheels when raising, lowering, or when the trailer is at dock height. If for some reason you are having issues with a drop frame not operating properly, notify the shop, dispatch, or safety & we will help you resolve the problem.
6. When dropping loaded trailers, always make sure you drop it on a concrete pad. This prevents the trailer from sinking into the ground. If a Dillon Transportation Driver drops a loaded trailer & the trailer is not on a concrete pad, that driver will be responsible for the cost of getting the trailer out.
7. If you get to a facility and there is not room on a concrete pad for the loaded trailer, please call into Dispatch for further instructions. The Driver will also be responsible for the cost of any repairs to the trailer & any other damages to the property &/or other equipment. The Driver will be fined a \$100.00 charge for negligence and another \$100.00 fine for not doing a post trip inspection.

### **Counting The Cargo**

**An accurate count of cargo being loaded on your trailer, or being unloaded off your trailer, is your responsibility.** You are responsible to report to Dispatch any overages, shortages, or cargo damage before you leave that customer's facility. Failure to take this responsibility may result in corrective action/or payroll deduction for loss or damage.

### **Labor Ready Procedures**

Several of our prime accounts require that the driver must assist in the unloading of their product at delivery points. Dillon Transportation compensates drivers for unloading if the driver performs the labor.

If the driver elects not to assist in the unloading of product, temporary labor sources must be secured. When outsourcing labor, the driver is not compensated. You must set this service up by communicating with your dispatcher at least 24 hours prior to delivery. Your dispatcher will make the arrangements with the labor source.

Unloading labor is set up by the delivery time on the bill of lading. You must be on time when labor is arranged. If you are late & you do not call Dispatch to inform them of the situation, you will be charged with any cost incurred from the labor service. If your labor is not there at the assigned delivery time, wait 15 minutes & then call your dispatcher. We will handle getting your labor to you & handle any customer problems this may create.

When the labor arrives, you are required to write on the labor ticket the time they arrived & when they have completed the service. Use Central Time zone as the standard when marking times on the Labor Ready ticket. Do not calculate the hours or discuss any cost involvement. Retain a copy of the ticket & put the "pro" number on it. Place the ticket in your Trip Envelope. Failure to document paperwork properly will result in the charges for that labor being assessed against your earnings.

**You are required to count the product.** We cannot depend on an outsourced labor service to do this. After the shipment is unloaded & the labor has been released from the location, complete the paperwork with the customer & make sure the customer marks on the paperwork "driver assisted".

Again, remember that if you are responsible for loading and/or unloading a vehicle, including ensuring the count is correct, this is On-Duty Not Driving Time and must be recorded.

State and Federal Safety Investigators are trained to ask you about your daily activities, include fueling, loading, and unloading. Any failure to properly record this time may result in a False ELD violation and subject you to a mandatory 10-hour shutdown and a significant fine.

## **Driver Assist Pay if not using Labor Ready:**

Our accounts with **A.O. Smith & American Woodmark**, have a few locations that are labor-sensitive & requires "driver assist" unloading, which we call in Labor Ready for. If you decide you want to perform this labor without requesting Labor Ready at the time of the load assignment from dispatch, you are compensated accordingly:

**A.O. Smith** - \* \$100.00 per full load of water heater (50.00 per stop with a maximum of \$100.00 per load)  
Labor service is available for shipments of 50 or more units delivering to one location or if you are physically incapable of performing the unload service. When your shipment requires more than one drop & those multiple drops involve less than 50 units each, you are required to perform the unloading assistance without outsource labor services unless physically incapable of performing the unload service.

**American Woodmark** - \* \$50.00 (1-75 cabinets) \* \$75.00 (76-150 cabinets) \* \$100.00 (151 + cabinets)  
Occasionally we accept shipments from other sources that still require "driver assist" unloading. If you are offered one of these shipments your dispatcher will inform you prior to loading the nature of that shipment. The standard fee paid to the driver for those services is \$50.00 for entire or partial load. Labor Ready is always available to you.

## **Pre-trip & Post-trip Inspections**

Pre-trip & Post-trip inspections must be made on each piece of equipment you are assigned to. You are required to use the Dillon Transportation Trailer inspection sheets when conducting your pre-trip & post-trip inspections. The completed inspection forms must be turned in with your Vector App & Paper Trip Envelope along with all other paperwork for your load. You also need to follow the instructions below for the Vector App.

### **Pre-Trip**

- 1) Select the following document types: Pre-trip
- 2) Add Document Information: Enter Load number, Enter Trailer number
- 3) Take photos: of any new, and or existing damage
- 4) Upload

### **Post-trip**

- 1) Select the following document types: 1. Bill of Lading, 2. Envelope, & 3. Post-trip
- 2) Add Document Information: Enter Load number, Enter Trailer number
- 3) Take photos of Bill of Lading, Envelope and Post-trip (Take photos: of any new, and or existing damage)
- 4) Upload

The Pre-Trip & Post-Trip Trailer Inspection forms must be turned in or you will be charged \$50.00 every time they are NOT turned in. If there becomes a reoccurring issue of not turning in the Pre-Trip / Post Trip Trailer Inspection Forms or if you are not performing the Inspections, there is a 20% deduction from that week's total pay.

## **Protocol for Damages to Equipment**

When you discover damage on our equipment, the proper procedure is to contact either Safety or Dispatch immediately, then take photos of the damage, and document the trailer number, and photograph the area around the trailer using your smartphone. Try to make pictures that the customer can identify as his property/premises. Make an attempt to speak with someone at the facility. **If you have a smart phone, you can take the pictures using it & email them to [safetyfirst@dillontransportation.com](mailto:safetyfirst@dillontransportation.com).**

### **VIR on Qualcomm**

For each shift completed, update the Vehicle Inspection Report ("VIR") on the Qualcomm. When pulling



VIR up on the Qualcomm, the first line asks if you have any defects. **Always select NO Defects (If you have a defect, you must get it repaired before operating).**

If you discover a defect during a Pre-trip or Post-trip Tractor inspection, please call the Maintenance Department & write up the defect on the paper VIR form & turn in the White & Yellow slips to Ashland City or Kingman, wherever the repair is to be completed. The yellow copy will be placed back in your truck, after the repair has been made.

**Drivers must keep the pink copy of the VIR in his/her possession for 7 days.**

The vehicle should not be operated until a mechanic either repairs the defect or determines there is no defect or the defect is not required to be repaired and is not a defect that will likely cause the vehicle to either break down or could result in an accident.

## **Weighing the Truck**

All drivers must make sure that the gross & axle weights of the vehicle operated comply with the laws & regulations of the states in which you will be traveling.

**Any loads over 30,000 pounds must be weighed. Attach the secondary scale ticket to the bills if you are not delivering the load straight through to the destination.**

If the vehicle is overweight or over length, you must notify a Company representative immediately & follow the instructions issued by Dispatch.

Failure to follow this procedure will result in your being responsible for any fines &/or expenses incurred.

Your Comdata Card will pay for your Scale Tickets if you are using a CAT scale at a Pilot or Flying J.

## **Logs**

A complete Hours of Service policy is available in FMCSR section 395. Dillon Transportation uses the Qualcomm electronic logs system. Each driver is given a thorough class on electronic logs, a HOS training guide booklet on Qualcomm, & a quick reference sheet on the daily steps they should perform to help them during the learning curve. Drivers are monitored daily, weekly, & monthly of any issues that may arise. Drivers are trained on the approval review of their logs daily. **If your electronic logs system is inoperable, contact dispatch for your prior 7 days' worth of logs, which can be emailed or faxed to you. Run the paper logs until your electronic logs is fixed.**

## **Yard Moves**

"Yard Move" or on-duty (not driving) while operating a CMV can be used "only if the movement of the CMV occurs in a confined area on private property (or intermodal facility or briefly on public roads, as described below." (Example 4 below addresses the use of "yard move" if on a public road.)

**Properties that may qualify as yards include, but are not limited to:**

1. An intermodal yard or port facility
2. A motor carrier's place of business
3. A shipper's privately-owned parking lot
4. A public road, but only if and while public access to the road is restricted through traffic control measures such as lights, gates, flaggers, or other means during the move.

Retail and other locations were not included in the "yard" examples and operational adjustments may be needed to avoid 8-, 11-, or 14-hour driving violations.

**Examples of properties that do NOT qualify as yards include, but are not limited to:**

1. A public road without the traffic control measures as given in Example 4 above.

## 2. Public rest areas

Dillon's policy on yard moves is in compliance with CFR 395.2 and additionally limiting yard moves to thirty minutes at a time. Usage of yard moves is monitored monthly, and a professional development session will be conducted when inappropriate use of a yard is identified.

### **Personal Conveyance**

Personal conveyance is the movement of a commercial motor vehicle (CMV) for personal use while off-duty. A driver may record time operating a CMV for personal conveyance as off-duty only when the driver is relieved from work and all responsibility for performing work by the motor carrier. The CMV may be used for personal conveyance even if it is loaded since the load is not being transported for the commercial benefit of the motor carrier at that time. Personal conveyance does not reduce a driver's or motor carrier's responsibility to operate a CMV safely.

**The following examples of appropriate uses of a CMV while off-duty for personal conveyance include, but are not limited to:**

1. Time spent traveling from a driver's in route lodging (such as a motel or truck stop) to restaurants and entertainment facilities.
2. Time spent traveling to a nearby, reasonable, safe location to obtain required rest after loading or unloading. The time driving under personal conveyance must allow the driver adequate time to obtain the required rest in accordance with minimum off-duty periods under 49 CFR 395.3(a)(1) (property-carrying vehicles) or 395.5(a) (passenger-carrying vehicles) before returning to on-duty driving, and the resting location must reasonably be the first such location available.
3. Moving a CMV at the request of a safety official during the driver's off-duty time

**The following are examples of uses of a CMV that would NOT qualify as personal conveyance including, but are not limited to:**

1. The movement of a CMV to enhance the operational readiness of a motor carrier. For example, bypassing available resting locations to get closer to the next loading or unloading point or other scheduled motor carrier destination.
2. After delivering a towed unit, and the towing unit no longer meets the definition of a CMV, the driver returns to the point of origin under the direction of the motor carrier to pick up another towed unit.
3. Continuation of a CMV trip in interstate commerce in order to fulfill a business purpose, including bobtailing or operating with an empty trailer in order to retrieve another load or repositioning a CMV (tractor or trailer) at the direction of the motor carrier.
4. Time spent transporting a CMV to a facility to have vehicle maintenance performed.
5. After being placed out of service for exceeding the maximum periods permitted under part 395, time spent driving to a location to obtain required rest, unless so directed by an enforcement officer at the scene.
6. Time spent traveling to a motor carrier's terminal after loading or unloading from a shipper or a receiver.

Dillon has a policy of limited use of PC [personal conveyance] in accordance with CFR 395.8. Utilize PC no more than 15 times a month and limit the time to no more than 30 minutes each use. Usage of PC is monitored monthly, and a professional development session will be conducted when inappropriate use of PC is identified.

## Driver Policies

### Fueling Policy

Drivers should always fuel at the Ashland City & Kingman terminals when possible. If you are close, just get enough to get to the terminal. While away from our home terminal, you should always use Pilot & Flying J Truck Stops for fueling. Therefore, plan your trip accordingly for proper fueling stops throughout the week.

Pilot & Flying J location directories are available at both terminals & at most Pilot & Flying J locations. Drivers are issued their personal COMDATA fuel card for fueling vehicles at both the terminals and Pilot/ Flying J truck stops. Cards are activated upon vehicle assignment & are accepted at all Pilot & Flying J locations. **Your COMDATA fuel card is valid for fuel, oil, scales, & approved business expense advances only.** However, advances only for business purposes may be placed on your fuel card by Dispatch.

Always remember, time spent fueling your vehicle is "On Duty Not Driving" time and should be recorded as such on your ELD device. Unless this is at the terminal and the fuel attendant is fueling the tractor, then you don't have to be on duty. Any failure to record this time may result in you being cited for a false log during a roadside inspection.

### **DO NOT FUEL IN THESE STATES:**

OKLAHOMA  
NEW MEXICO  
KENTUCKY

**When in California, obtain only the fuel necessary to get out of California!**

### Reimbursement Policy

All tolls, parking, weighing fees, truck & trailer parts purchased for minor repairs on Dillon Transportation company owned equipment, customer required truck equipment purchased, with Dispatch approval, are reimbursed.

You must support your request by submitting receipts for any item (s) purchased on our behalf. All receipts need your name, unit #, & "Pro #" & must be included in the Trip Envelope. We do not reimburse without receipts. Reimbursements are paid in the following pay period after receiving the receipt for your expense.

**This reimbursement procedure does not include any violation/citations issued to your person by a state, local, or federal government agency.**

### Seat Belt Policy

It is the policy of Dillon Transportation that **all drivers must wear safety belts.** The United States Department of Transportation, Federal Motor Carrier Safety Administration and every State Commercial Motor Vehicle Enforcement Program requires seat belts to be used by both the Driver and any other Occupants in the vehicle at all times the vehicle is being operated.

It is your responsibility to ensure all passengers in the vehicle you are driving wears their seat belt at all times. If you are pulled over or around for an inspection, DO NOT disconnect your Seat Belt until you are directed to do so by an enforcement official.

### Sleeper Berths

49 CFR § 393.76 - Sleeper berths

Occupant restraint- A motor vehicle manufactured on or after July 1, 1971 and equipped with a sleeper

berth must be equipped with a means of preventing ejection of the occupant of the sleeper berth during deceleration of the vehicle. The restraint system must be designed, installed, and maintained to withstand a minimum total force of 6,000 pounds applied toward the front of the vehicle and parallel to the longitudinal axis of the vehicle. Always use restraints when truck is in motion.

Dillon Transportation, LLC will remain in compliance with the FMCSR 393.76 & will not allow any driver to violate said regulation. All drivers are required to comply with the following:

Always use the occupant restraints when the truck is in motion.

Drivers using a sleeper berth are required to ensure the sleeper berth is properly equipped for sleeping. This includes having adequate bed clothing and blankets, a 4" foam or other type of mattress.

## **Speeding Policy**

**Operating in excess of posted speed limits or driving too fast for conditions is unprofessional & intolerable.** A speeding vehicle always results in a bad image of Dillon Transportation & may endanger our image to the general public. All moving violations are the responsibility of the employee to pay, & each violation must be reported to Dillon Transportation in accordance with federal law.

The management of Dillon Transportation reserves the right to suspend or discharge any employee for moving violations, preventable accidents, or preventable incidents. All violations need to be reported, not just speeding violations. If the driver receives a speeding violation their truck will be turned back to the original governed speed of 65 MPH.

## **Pet Policy**

Dogs are allowed in the Dillon Company Trucks upon approval by management & a Pet Policy Form has been signed. There is a \$1,000 damages deposit which is refundable to the driver when the dog is taken out of the truck with no damages. The Dillon truck will be inspected each time it enters the Ashland City & Kingman facilities & any damages &/or cleaning fees will be turned into payroll for deductions from the deposit &/or payroll check.

Dogs are not allowed in any of the offices/buildings at either terminal location. The dogs can be walked around the terminal in the grass areas to use the bathroom and all waste needs to be picked up and discarded properly.

## **Passenger Policy**

Dillon Transportation offers a Spouse Passenger Program. Please contact the Safety Director about applying for this program. Employees are responsible for updating Spouse Policy every 30 days with the Safety Director. Having an unauthorized passenger is grounds for corrective action up to & including termination.

## **Smoking Policy**

Under the state laws of Arizona and Tennessee, smoking is prohibited in all enclosed areas within places of employment and public spaces. Therefore, smoking is prohibited in all indoor areas on Company property. Dillon will not discriminate or retaliate against any individual for making a complaint regarding a violation of the statutes or for cooperating with an investigation regarding a violation of the statutes.

## **Shop Policy**

Maintenance personnel only are permitted within the work zones of the shops. If you must walk through the shop, remember to stay behind the marked yellow lines & protective eyewear & closed toe shoes are required when working in or passing through actively worked maintenance zones. When going to the break room above the maintenance department in Ashland City, TN or to the smoking section, do not pass through the shop to get to your destination.

## **Cell Phone Policy**

The Company will remain in compliance with FMCSR regulations that pertain to cell-phone usage in a Commercial Motor Vehicle. Anything that distracts you or hinders you from carrying out your duties safely, should not be used during working time. Personal use of cell phones should only be observed during breaks, lunch periods or during non-working time to enhance safe working conditions.

If you are involved in a safety incident, including a near-miss, while you are using your cell phone, you will be subject to the Company's disciplinary policy, up to and including termination of employment. The use of handheld electronic devices while operating a company vehicle or while operating a personal vehicle on company business is strictly prohibited.

Nothing in this section is intended to prohibit employee activities during designated break/rest periods, nor to preclude or dissuade employees from engaging in legally protected activities protected by state or federal law, such as discussing wages, benefits, or terms and conditions of employment or other rights.

## **Texting Policy**

Texting while driving on Company business is prohibited in all circumstances unless there is an emergency.

Nothing in this section is intended to preclude or dissuade employees from engaging in legally protected activities that are protected by state or federal law, such as discussing wages, benefits, or terms and conditions of employment and other rights.

## **Time Off from Work Policy**

Personal time off (for more than 3 days) requires a minimum three (3) week notice, which needs to be approved through your supervisor. For medical and doctor's appointments, notice should be given as soon as possible. Personal leave will be counted under either vacation days, sick days, or without pay. A doctor's note will be required for any time off taken for appointments, please turn the doctor's note into Human Resources.

### **Vacation**

Dillon Transportation will provide vacation pay for its full-time employees. Vacations require a minimum of 3 weeks' notice. Vacation pay is listed as the following:

- After one year with the company - One week of paid vacation
- After two years with the company - Two weeks of paid vacation
- After three years with the company - Two weeks of paid vacation
- After four years with the company - Two weeks of paid vacation
- After five years with the company - Three weeks of paid vacation

Vacation time eligibility is based on your hire date. Each year after five years with the company, you will continue to have three weeks of paid vacation. A flat pay rate of **\$1,000.00** per week is paid for vacation time requested & accrued.

Turn all vacation requests into Dispatch via Qualcomm and follow up with a phone call to ensure the request was received. Vacations are to be used by the last day of the employees Anniversary date. Any unused time will be forfeited for that year. **Time off requests are not confirmed until approved by management.**

### **Doctor's, Dental, Vision & Personal Days Off**

Turn all Doctor, Dental, Vision, & Personal Day off requests into Dispatch through Qualcomm and a follow-up phone call. Dillon Transportation does require a doctor's note to be turned in for all doctor appointments.

Any scheduled personal days &/or personal appointments including but not limited to doctor, dental, vision; requires a three weeks' notice. Once the time-off request is confirmed & approved it will be added to the time-off calendar on the Employee Resources portal. Emergency cases will be reviewed on an individual basis.

When taking personal leave, if you are away from work more than five days, the Operations Department must approve your return to active status. When taking time off for medical reasons, a written explanation is required from your doctor.

### **Holidays**

If you use vacation pay for the Christmas Holiday, you must be available for work on New Year's Day. If you take vacation pay for New Year's Day, you must be available for work during the Christmas Holiday. It is not mandatory that you will work on either of these major holidays, but it is mandatory that you are available if called on for one or the other. If drivers are out of their truck for any period beyond two days, Dillon may dispatch another driver in your unit until you return from your time off.

### **Return To Work General Policy**

Where an employee has been absent from work due to illness or injury (whether work related or not) either the manager or the employee may initiate a return-to-work process.

The return-to-work process will involve the following steps:

**Step 1:** The employee must provide the employer with written medical clearance from their treating doctor. This medical clearance must tell the employer:

1. When the employee is fit to resume work.
2. Any restrictions on the duties that the employee can perform; and if so, the extent of those restrictions.

**Step 2:** If required, the employer may seek the employee's consent to liaise directly with the employee's treating doctor. The employee must not unreasonably withhold this consent.

**Step 3:** If required, the employer may also ask that the employee to undertake an independent medical assessment to ascertain the following matters but not limited to the following:

1. The tasks and duties that the employee is and is not capable of performing.
2. The dates/length of time that the employee can resume restricted duties and full duties (if ever).
3. The nature of the employee's condition and the effect it will have on their ability to carry out their duties safely and effectively.
4. The flexible working arrangements or options that may be required to accommodate the employee.

#### **Examples of Light Duty:**

Inventory parts, supplies, and tools	Pick up trash in yard and office
Inspect fire extinguishers and eye wash stations	Conduct safety inspections of trailers
Conduct training	Perform light shop work
Perform light office work	Perform light housekeeping

### **Electronic Mail and Internet Policy**

This policy describes Dillon Transportation's guidelines with respect to access to & disclosure of electronic mail messages sent or received by Dillon Transportation employees with the use of the company's email system, as well as the use of the company provided Internet access tools. Wi-Fi passwords will be provided to you by Management only. Do not give out the password to anyone.

Dillon Transportation respects the individual privacy of its employees. However, employee privacy does not extend to the employee's work-related conduct or to the use of company provided equipment or supplies.

**You should be aware that the following guidelines may affect your privacy in the workplace.**

Dillon Transportation is responsible for ensuring the security of its network & computer systems against unauthorized access &/or abuse. These systems may be subject to periodic unannounced inspections & should be treated like other shared filing systems.

Dillon Transportation's information systems, email, or Internet tools may not be used for any purpose that is illegal, or otherwise in violation of any applicable federal, state, or local laws. This includes hardware, software, network, & data. Dillon Transportation property intended for exclusive company business. The misuse of these services will constitute grounds for disciplinary action, up to & including termination. Additionally, all information &, or data transmitted by, received from, or stored in these systems are the property of Dillon Transportation & may be monitored at any time. Reading, copying, modifying, and/or deleting other employee's e-mail messages is prohibited, unless authorized by appropriate management personnel.

Dillon's Email/Internet systems should not be used to create or disseminate any discriminatory or otherwise inappropriate or unprofessional communications. Among those considered inappropriate or unprofessional are any communications concerning sex, that contain sexual implications, racial slurs, gender-specific comments, or any other comment that inappropriately or unprofessionally address someone's age, race, religious beliefs, national origin, or disability.

Nothing in this section is intended to preclude or dissuade employees from engaging in legally protected activities protected by state or federal law, such as discussing wages, benefits, or terms and conditions of employment and other rights.

## **Dress Code & Appearance Policy**

Dillon Transportation company policy dictates that we must always represent our company in a professional manner. We state these guidelines to be the minimum standard of professional dress & appearance when on duty in the truck, at the terminals, and at customer locations.

- Clothing will be clean; non-tattered, in good repair, with no offensive slogans or alcoholic/tobacco/drug/sexual/racial remarks or advertisements.
- Halter-tops, revealing clothing, pajamas & other inappropriate forms of apparel will not be allowed on any customer premises or Dillon terminal.
- Pants are preferred, but shorts are allowed. Pants must be clean, free of rips, tears, fraying, & may not be excessively tight or revealing. Shorts must not be cut offs, spandex or in poor repair.
- Shoes must be closed toe with good support. No sandals, flip-flops or opened toed shoes when in the truck.
- Employees are expected to present a clean, neat, & professional like appearance.
- Hair should be neatly styled and clean.

If an employee dresses inappropriately, he or she will be counseled by a supervisor. Repeated disregard for the dress policy may result in disciplinary action up to and including discharge. Accommodations will be made for employee's religious beliefs, as necessary.

## **Harassment and Discrimination Policy**

Dillon Transportation is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, we will not tolerate harassment of any Dillon Transportation employee by anyone, including any supervisor, co-worker, vendor, or customer of Dillon Transportation during working hours.

Harassment is defined as being any annoying, persistent acts or actions that singles out an employee to that employee's objection or detriment, because of sex, color, race, ancestry, religion, national origin, age, disability, veteran status, citizenship status, or other legally protected group status.

Harassment may include any of the following:

- Verbal abuse or ridicule. This includes, but is not limited to epithets, derogatory comments, slurs or unwanted advances, invitations, or comments based upon protected status.
- Interference with an employee's work. This includes physical contact such as assault, blocking normal movement, or interference with work directed at an individual because of his/her sex or other protected status.
- Displaying or distributing offensive materials based upon protected status. This includes, but not limited to derogatory posters, cartoons, drawings, or gestures.
- Discriminating against any employee in work assignments or job-related training because of his/her protected status.
- Intimate unwelcome physical contact.
- Making protected status innuendos.
- Demanding favors (sexual or otherwise), explicitly or implicitly, as a condition of employment, promotion, transfer or any other term or condition of employment.
- Retaliation for having reported harassment.

The Company will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.

It is every employee's responsibility that his or her conduct does not include or imply harassment in any form. If you feel you have experienced or witnessed harassment, you should inform Human Resources of the situation. If you feel uncomfortable talking to Human Resources, you can disclose the harassment to your supervisor. If the harassment involves the supervisor, then harassment should be reported to Angela Dillon, the owner of the Company. A written statement by the complainant setting forth all pertinent facts may be required.

The Company cannot deal effectively with harassment, until it is informed. Employees are assured that there will be no retaliation against anyone who submits a truthful complaint or participates in an investigation regarding a complaint.

Dillon Transportation's policy is to investigate all such complaints thoroughly and promptly. To the fullest extent practicable, the Company will keep complaints and the terms of its resolution confidential.

Dillon Transportation will review its findings with the complaining party at the conclusion of the investigation. If the investigation confirms that harassment has occurred, Dillon Transportation will take appropriate corrective action, up to and including immediate termination of employment. If the validity of the complaint cannot be determined, immediate and appropriate action will be taken to assure that all parties are reacquainted with this anti-harassment policy to avoid harassment in the future.

Nothing in this section is intended to preclude or dissuade employees from engaging in legally protected activities protected by state or federal law, such as discussing wages, benefits, or terms and conditions of employment and other rights.

## **Disciplinary Action – Violation of Company Rules of Conduct**

It is company policy to use disciplinary action to correct problems of employee conduct. The purpose of discipline is to prevent a recurrence of the violation of company policies, procedures, rules, and regulations. The usual disciplinary procedure starts with the verbal warning, followed by a written warning, suspension, and then termination. However, for certain conduct or violations of the policies, procedures, rules, and regulations, employees could be discharged immediately. The company reserves the right to discharge a person immediately for non-listed



offenses or when, in the opinion of management, circumstances warrant the discharge. Nothing in this section is intended to preclude or dissuade employees from engaging in legally protected activities protected by state or federal law, such as discussing wages, benefits, or terms and conditions of employment and other rights.

The following constitutes conduct, which could result in discipline up to, and including immediate discharge. It is not an all-inclusive list. **The following are examples of some prohibited conduct:**

1. Theft, misuse, misappropriation or destruction of company records, property, or equipment, and/or dishonesty, or any attempt thereof.
2. Fighting, inflicting or threatening bodily harm to customers, suppliers, or other employees. This includes reckless conduct directed to anyone. Horseplay is prohibited.
3. Falsification of company records, including time sheets, employment, and benefit applications.
4. Insubordination because of deliberate disobedience of instructions from a supervisor related to work performance. This includes, but is not limited to, refusal to follow instructions, orders, or directives, or to otherwise perform assigned work, but shall not include any actions taken for a lawful purpose.
5. Indecent conduct, including but not limited to, vulgarity, excessive use of profane language in furtherance of an otherwise unlawful purpose and indecent exposure.
6. Destruction of or damage to Company property.
7. Each employee is expected to work in a cooperative manner with management/supervision, coworkers, customers, and vendors.
8. Waste of materials or mishandling of supplies or equipment.
9. Violation of the Company's Substance Abuse Policy.
10. Unauthorized possession of firearms, explosives, or other dangerous or lethal weapons on company properties.
11. Violation of any Company rule, policy, practice, or directive, including, but not limited to those referenced in the Handbook.
12. Violation of any state or federal regulations or laws.
13. Violation of any safety rule, policy, practice, or procedure.
14. Use of abusive or threatening language for an unlawful purpose.
15. Excessive lateness or absenteeism.
16. Absence for two (2) consecutive workdays without notification will be considered a voluntary resignation.
17. Failure to report an absence.
18. Creating hazardous or unsafe conditions.
19. Poor work performance, poor work productivity, poor workmanship, or poor behavior, including inefficient or negligent performance of assigned duties, loafing on the job, sleeping on the job, negligent or intentional restriction of output or concealment of errors/mistakes related to work performance.
20. Passing of confidential price or customer information to a competitor or anyone outside the company without permission.

**The following offenses will result in the immediate termination of employment (this is not an all-inclusive list):**

1. Driving a commercial motor vehicle or personal vehicle while under the influence of alcohol or controlled substances
2. Leaving the scene of an accident involving a commercial motor vehicle
3. A felony involving the use of a commercial motor vehicle.
4. The use of a commercial vehicle in the commission of a felony involving manufacturing, distributing, or dispensing a controlled substance.
5. Testing positive for a controlled substance or alcohol.
6. Refusing to submit to a controlled substance or alcohol test.
7. Possession of a controlled substance or alcohol.

Nothing in this section is intended to preclude or dissuade employees from engaging in legally protected activities protected by state or federal law, such as discussing wages, benefits, or terms and conditions of employment and other rights.

## **Dispatch Instructions**

The Company Dispatch is accessible by telephone 24 hours a day, 7 days a week. The contact number is 800-262-8772 Option 1. In the event papers need to be faxed our fax line is (615-792-9470).

The key to success between drivers & dispatch is communication. Delivery times are critical to fleet management. When you are given an assignment, your dispatcher will give you an appointment time for delivery & assumes you will make the delivery at the appointed time. **It is your responsibility to advise your dispatcher if you will be late on any delivery appointment.** If for reasons beyond your control, you are unable to leave for a trip, or will be late, you must notify Dispatch as early as possible. If you are unable to make your trip, you must notify Dispatch immediately so that we can arrange for a substitute. Never accept a dispatch that would require you to operate your vehicle more than the posted speed limits or to violate any Hours-of-Service Regulations.

It is your responsibility to only accept a dispatch that you can complete within the 11-hour driving, the 14-hour shift, or the 70-hour weekly limits.

Also remember to ensure that any trip you accept will permit you to take the 30-minute rest breaks within 8 hours of starting your trip.

## **Moving Violations**

**MVRs are run on a regular basis to verify all drivers are still in compliance. If a driver exceeds the minimum requirements set forth below, Dillon Transportation reserves the right to terminate employment:**

1. Drivers convicted during a three-year period of no more than two (2) serious traffic violations in separate incidents.
2. Drivers convicted of no more than three (3) traffic violations during a three (3) year period of which not more than two are serious violations.

### **A serious traffic violation is defined as:**

- Excessive speeding, involving any single offense for any speed 15 miles per hour or more above the posted speed limit
- Reckless driving, as defined by state or local law or regulation, including but not limited to offenses of driving a commercial motor vehicle in a willful or wanton disregard for the safety of person or property
- Improper or erratic traffic lane changes
- Following too closely; a violation, arising in a connection with a fatal accident, of state or local laws relating to motor vehicle traffic control device
- A preventable accident causing personal injury and/or substantial property damage.

### **Note:**

1. **It is your responsibility to ensure your Commercial Driver's License and any Endorsement is maintained valid and current at all times.**
2. **To file your new Medical Card with your License State before your current Medical Certificate expires**
3. **To notify your State Licensing Agency immediately if you change addresses.**

## **Accidents & Incidents**

**If you are ever in an accident or incident, follow the procedures in the Safety portion of the Driver Orientation Binder labeled Accidents.**

Dillon Transportation reserves the right to thoroughly investigate accidents & serious traffic violations with our accident review board. If the results of an investigation indicate that the driver has exceeded the minimum standards, employment will be terminated. In addition, any employee involved in proved acts of abuse or negligence to Dillon Transportation's equipment or property will be held financially responsible.

All of the trucks will be checked every 25,000 miles for Over Speed / Over RPM / Hard Brake / Firm Brake. A Hard Brake incident is generated when a truck is slowed down Over 7 mph per second & a Firm Brake incident is when the truck is slowed down 4 mph per second. These incidents are stored in the data log. After a truck exceeds 75 mph for Solos / 80 mph for Teams and/or 2200 rpm, which is an Over RPM, it is registered on the truck's computer & an alarm is triggered & the information is stored in the data log. To avoid any disciplinary action, including suspension or termination, keep your RPM's less than 2200 & top speed under 75 mph for Solos / 80 mph for Teams & avoid having Hard Brakes or Firm Brake Incidents.

## **Remedial Training**

If you are involved in a safety related incident (accident, citation, workplace injury) you will receive remedial training to ensure you are properly trained on how to prevent the issue from reoccurring.

## **Worker's Compensation Insurance**

An employee who suffers an occupational injury in the performance of his/her duty may be eligible to receive workers' compensation benefits. Our Company pays all costs of providing this insurance protection.

Personal injuries suffered on the job must be reported to your department manager & Safety Director within 24 hours of its occurrence, or sooner.

Every worker's compensation claim will be carefully reviewed for legitimacy, and any employee filing a fraudulent claim will be subject to disciplinary action up to and including termination.

If an employee becomes injured on the job, light duty will be offered at an amount of the average weekly pay the employee was getting until able to resume full duty. If the employee refuses light duty or is unable to perform light duty, you will be paid at 60% of your average weekly pay until able to resume full duty or reach MMI (maximum Medical Improvements). There is a seven-day waiting period after an injury is reported before any payments will be made.

## **Return to Work Program**

Dillon Transportation Return to Work Policy Statement is committed to assisting employees in achieving a safe return to work after periods of illness or injury.

The aim of this policy (see page 14 for more details) is to provide a procedure which will allow the employer to bring employees back to work as soon as is safely possible and accurately assess and plan for suitable employment. This policy covers the return to work of employees who have been absent from work on personal/sick leave or worker's compensation leave in accordance with Dillon Transportation policies. It should be read in conjunction with the Dillon Transportation leave, occupational health, and safety policies.

## **Monthly Hours of Service Violation Reports**

If you ever have an hours-of-service violation, the following protocol is activated...Violation packets will be placed in your mailbox at the Ashland City or Kingman terminals or will be discussed personally with you by the Safety Director. Please enter a detailed description of why you went into violation, sign both forms and place in your trip envelope paperwork. If the reason for the violation is valid and legitimate it will not count against you.

## **Safety Meetings**

Safety meetings will be held virtually 3 times a year. The meetings will be posted on the Team Members portal of the Dillon Transportation website. Upon viewing, contact the Safety Director to receive credit for attendance.

All drivers are required to attend all virtual safety meetings. The in-person safety meeting will be held in October on the last day of Driver Appreciation Week. All drivers are required to attend the safety meeting either in-person or virtually, and lunch will be served afterwards. If you are unable to attend the in-person Safety Meeting, it will be posted virtually on the Team Members portal for viewing.

## **Dillon Drivers Pay Plans**

All drivers pay plans are calculated on PC Practical Mileage, and drivers are paid for all miles ran loaded and empty. Additional pay is offered for layover, detention, city pay, stop pay, and NYC pay. Full-time drivers are eligible for benefits, and Part-Time drivers are not eligible. However, if you are a full-time driver and unable to run the days a week required for full time employment, drivers can transition to part-time status and pay for their insurance premiums for that time. (Vacation, Personal Time-off, Sick Days, Bereavement, Emergencies, Personal Days, & Dr. Appointments are NOT considered items that are of fault to the employee.)

### **Full-Time Company Driver Pay Plan**

**Solo Drivers** - \$0.60 on all miles

**Team Drivers**- \$0.67 split on all miles

### **Part-Time Company Driver Pay Plan**

**Solo Drivers**- \$0.60 per mile

**Team Drivers**- \$0.67 per mile

\*Part Time Drivers are not eligible for benefits\*

### **ADDITIONAL COMPENSATION**

Layover Pay	\$150.00 per person, per 24-hour period
New York City Pay	\$150.00
City Time	\$14.00 per hour
Detention Pay	\$14.00 per hour
Stop Pay	\$25.00 (Solo) / \$12.50 (Team) - paid after first stop & for each stop thereafter on same

PRO number

\* There is no specific Breakdown Pay. The Layover Pay is in place for this purpose if you are down for a 24-hour period.

## **Detention Pay**

1. Set Appointments: Detention pay will start 2 hours after the set appointment time.
2. Window Times: Detention pay will start 2 hours at the end of an open window time. Example: Open window 0900 to 1300, Detention will start at 1500.

**As soon as you are aware of any issues that will delay you at a shipper or a receiver, notify dispatch immediately!** Any other compensation allowed would be at the determination of Dillon Transportation & must be approved by Operations Management.

## **Per Diem Pay**

All Dillon Transportation drivers are paid Per Diem on a weekly basis. Per Diem is paid based on each driver's miles for that week.

Per Diem is \$0.05 per mile for team drivers and \$0.10 per mile for solo drivers.

Per Diem is shown as a reimbursement on your paycheck. For example, a solo driver runs 2,500 miles for one week then that week's Per Diem will be \$250.00.

## **Payroll Procedures**

Once a person starts working with Dillon Transportation, that employee will receive their first paycheck after their 2nd full week of work. Employees of the Company will then be paid on a weekly basis, on the pay period, of two weeks prior. You must turn in any expense reports, with attached receipts, in a timely and accurate basis to avoid delays in payroll.

Payroll is distributed by direct deposit. A voided check stub from your bank, is required to be placed into your personnel file and kept on file while you are employed by Dillon Transportation. A separate detailed pay stub will be provided to each employee.

It is the policy of the Company to make mandatory deductions from all employee paychecks in accordance with current and applicable federal and state laws. Mandatory deductions are defined as those required by law or court order and other legal payroll deductions. Voluntary deductions are defined as those requested by the employee. Requests for voluntary deductions must be in writing and must be signed and dated by the employee. The following deductions, as they may apply to each employee, are made from the employee's paycheck:

1. Federal income tax;
2. Social Security tax (FICA);
3. State income tax;
4. City tax; and
5. Garnishments

**If an employee believes that he or she has been subjected to an inadvertent deduction, the following will apply:**

1. The employee should report the alleged deduction to the Payroll Department.
2. Each complaint will be investigated, and a determination concerning the deduction will be made; and
3. If it is determined that the deduction was inappropriate, the employee will be reimbursed.

Dillon will make a good faith effort to comply with the provisions of the Fair Labor Standards Act.

1. You must turn in all required paperwork, including logs, trip reports, vehicle condition reports, equipment expenses, & fuel receipts. All paperwork must be turned in on a timely & accurate basis to avoid delays in payroll.

2. **Payroll cutoff is Saturday at midnight.** All trips emptied and paperwork turned into the Ashland City and Kingman Terminals or specified Drop Boxes on Saturday, will be paid two weeks from that Saturday. Payroll period is from Sunday 12:01am to Saturday at midnight.

3. You must always follow the rules and regulations in the Federal Motor Carrier Safety Regulations, and all state and local laws. You must notify the Payroll & Safety Department if your address or telephone number changes.

4. Payroll is distributed by direct deposit. A voided check stub from your bank of record is required to be placed into your personnel file and kept on file while you are employed by Dillon Transportation.

5. You are required to attend all virtual safety meetings per year.

6. Any other compensation will be determined by Dillon & must be approved prior to any job-related performance.

7. If you resign or otherwise terminate your employment at any time, you must furnish at least two (2) weeks written notice. Your final check(s) will be direct deposited.

### **Sign-On Bonus for Orientation**

**Dillon Transportation will provide a \$1,500.00 Sign on Bonus for new Full-time Drivers.**

1. \$500 paid after completion of Orientation & under dispatch on an OTR load
2. \$500 paid 2<sup>nd</sup> week on Friday
3. \$500 paid 3<sup>rd</sup> week on first direct deposit

The first two \$500.00 amounts will be loaded on your fuel card to pull off as cash at any Pilot or Flying J. There is a fee associated with retrieving the funds. Please keep your receipt showing the deduction & place that receipt in your current trip envelope. Dillon will reimburse you for that amount on the paycheck for that week's direct deposit.

**Note:** Anyone that starts with Dillon Transportation, we hope stays with us, for years to come. We put everything in writing to prevent any discrepancies down the line from occurring. Dillon works to make orientation as quick, informational, & comfortable as possible for any new employee & we hope that you have decided to join our company as a solid career choice. If you leave the company within the first (6) six months for any reason, the cost of the pre-employment physical & drug test will be deducted from your last paycheck, along with the Sign-On Bonus, and any other travel & hotel expenses paid by Dillon Transportation, LLC.

### **Referral Bonus**

**Dillon Transportation drivers will earn a \$3,000 BONUS for Every driver referred, if that driver applicant meets the hiring criteria & is hired.**

1. Applicant must state the name of the referring driver on the applicant's original application.
2. \$250.00 will be paid to the referring driver following the new hire's date of employment, each month for 6 months.
3. The remaining \$1,500.00 will be paid in a lump sum in the 7th month.
4. Both the new hire and the referring driver must maintain continuous active employment by Dillon Transportation during this 7-month period, for the referring driver to receive the full \$3,000.
5. The Driver being referred cannot be a former Dillon Transportation employee.

## **Responsibilities & Expectations for All Dillon Drivers**

1. Drivers must be available to work 5-consecutive 24-hour periods & make themselves available after their weekly guaranteed home-time of 34 hours (although if the freight allows it, we like to provide more than the 34 hours). Dillon does not guarantee Saturday & Sunday off.
2. Solo drivers are required to meet their weekly mileage requirement of 2,500 miles. Team drivers are required to meet their weekly mileage requirement of 5,500 miles to qualify for full-time employment.
3. Responsible for incidents, accidents, & preventable damages up to \$1,500 per occurrence if it is the driver's fault as determined by the accident review board.
4. No Personal Cash Advances are issued.
5. Any cost incurred to transport a vehicle left abandoned by any employee, unauthorized equipment use, bob-tailing without approval, running out of route, picking up the wrong load/trailer, or bringing a vehicle back to Dillon Transportation's terminal or drop yard, without authorization; will result in all related expenses being deducted from the employee's next &/or final pay. If a driver is found to be at fault, the driver will be charged \$1.25 per mile on all out of route miles.
6. Must fill out a trailer inspection report every time you pick-up or drop a trailer, including empty moves. Drivers will be charged \$50.00 every time the Trailer Inspection Sheets are not sent in on Vector within 12-hour Grace Period.
7. Communicate with your Dispatcher as instructed. Confirm preplans via the Qualcomm using Macro #10 for preplan communication.
8. On-time and Extended Break Rule. Example: Leave in time to arrive at your destination to get your break before unloading. Maintain your hours for the week, by not taking extended breaks without prior approval. Set your alarm to wake up on time, to leave on time, & to deliver on time. The following items are the exception to the On-time & Extended Break rule...Traffic, Weather, Illness, Breakdown, Incident/Accident, Stop-Off, & Emergencies.
9. Drivers must send in the completed trip pack via Vector after each trip is completed. This includes all "T" called loads. If a driver's trip ends at that "T" call location, their trip is completed for that pro & needs to send in a copy of their paperwork & pictures via Vector, including name or drivers code & a pro number on all paperwork submitted. Original paperwork is still to be completed & placed into a trip pack envelope & turned in at our Kingman & Ashland City terminals. Teams still bring the truck mail from Kingman to Ashland City daily.
10. Scale all freight over 30,000 pounds & leave a copy with BOL's if not making the final delivery. (see page 8 for details).
11. Once you have delivered a load, please submit all paperwork, via the Vector App on your smartphone. You have a 12-hour window/grace period after delivery to submit paperwork on Vector. If paperwork is not submitted within that 12-hour period, you will be fined \$100.00 per each occurrence.
12. You must get a signature from the receiver. If you do not get a signature upon delivery, you will be fined \$100.00 per each occurrence. Unless load is a dropped load, which in that case you Sign, Date, and Write "Dropped" on the bills.
13. If you lose the BOL's for a load or do not get a signature & Dillon cannot recover the paperwork/signature preventing us from being paid for the load; you will be responsible to cover the total cost of the load.

## **Awards and Scholarships**

### **College Scholarship**

Dillon offers a \$2,500 Scholarship Fund for any Child going to college as a new undergraduate student at a traditional college or a trade school, whose parent is a full-time employee of Dillon Transportation. To apply for the scholarship please contact the Human Resources Department at Dillon Transportation. The \$2,500 is a one-time gift & each child must meet the following requirements:

1. A 500-word essay submitted to Dillon Transportation explaining what they are going to school for & what they aspire to do with their college degree after graduation.
2. Provide an acceptance letter from the college that they will be attending.

3. A name and address at their college to send the \$2,500 check, so it is applied to their expense account.

### **Driver of the Month Award**

All drivers are eligible for The Driver of the Month after 6 full months of employment. The Driver of the Month's nomination is based on incidents, accidents, log violations, miles, & overall performance as determined by operations management and safety.

The Driver of the Month will receive:

- Customized plaque
- \$200.00 gift card

### **The Safe Driving Award**

All drivers that do not have any preventable or chargeable accidents, incidents, claims, or damages will receive a Safe Driving Pin. All drivers that meet the above criteria and do not have any hours of service (HOS) violations for the year will receive a Safe Driving Certificate. To be eligible you must have been an employee for at least 90 days during the calendar year.

### **Million Mile Club**

Dillon Transportation takes considerable pride in the safety, reliability, and dedication from our drivers. Once a driver reaches 1,000,000 miles, they can be inducted into the Million Mile Club at Dillon Transportation. The inductees are each awarded a Personalized Plaque, A Deluxe Watch Personalized with the Dillon Transportation Logo and "Million Mile Club" Engraved on The Back, a Safe Driving Patch and Hat Pin with Years of Service from the National Safety Council, and 2 Dillon Million Mile decals. The Million Mile Awards will be given each January of the new year.

### **Donnie Dillon Humanitarian Award**

The award is given by Angela Dillon in memory of her late husband and founder of Dillon Transportation, Donnie Dillon, due to his compassionate and generous heart for others. Throughout his lifetime he prioritized passing along his blessing to others to brighten their lives. The recipients of the Donnie Dillon Humanitarian Award exemplified these characteristics of kindness, compassion, and generosity for others.

### **Years of Service Awards**

Years of service awards are rewarded quarterly based off of employee's length of time with Dillon Transportation. All drivers receive certificates if they have been with the company over five years. At ten years of service the employees receive a certificate, a choice of a special embroidered jacket (leather, canvas, or winter).

### **Retirement Bonus**

At full retirement, after meeting the requirements, the full time or part time employee will receive 1% of their last year's base income (that is less any longevity bonus they receive) times the number of years they have been employed. The retirement bonus will be paid through payroll with payroll taxes withheld, and due to being considered taxable income.

Requirements for Retirement Bonus:

1. Must be a minimum age of 62 years.
2. Must have worked for Dillon for a minimum of 10 years.

\*Full-time employees who go to part-time will receive their bonus upon full retirement and bonus will be calculated based off their last year of full-time work.



## Health Insurance

### Medical/Dental/Vision Insurance

Dillon Transportation provides major medical, vision, & dental insurance. Blue Cross/Blue Shield is the sponsor of your policy. Dillon Transportation has one medical plan to choose from, plus Dental & Vision. There is also a Health Equity Option, Health Savings Account, EAP services & TELADOC services available to all full-time Dillon employees.

Medical insurance is for full time employees who have completed sixty (60) days of uninterrupted full-time employment. Insurance coverage begins the 1st day of the month following 60 days of employment.

Group medical insurance may be provided for all eligible dependents of regular employees in accordance with the terms & conditions established by the insurance carrier. Dillon Transportation will not be responsible to place any employee on its plan if the employee fails to submit a properly completed insurance application. Dillon Transportation assumes no responsibility of its insurance carrier if it deems to decline coverage on an employee or dependent. Any employee contribution to the group medical plan will be made through a weekly payroll deduction. Dillon Transportation reserves the right to adjust the employee's payroll deduction to offset increases in insurance premiums. See insurance documents included in your new hire paperwork packet, for specifics of plans, prices, etc.

Dillon Transportation employees will be offered the opportunity to continue temporary group health care coverage under their employer's plan if their coverage is ceased due to resignation, termination, layoff, or other change in employment status. This coverage will be offered through COBRA. Dillon Transportation's group health care provider will send the employee all COBRA pertinent information. If an employee takes FMLA medical leave & has not returned to work after the 12-week allotted period, then that employee will be removed from Dillon's insurance plan & given the opportunity to continue temporary coverage with COBRA. If an employee takes the FMLA medical leave & is over 30 days late on payment of their premium portion, the employee will be removed from Dillon's insurance plan & given the opportunity to continue temporary coverage with COBRA. If & when the employee returns to work, the employee can be reinstated to Dillon's current health insurance plan. **Please login into the Team Members Portal on the Dillon Transportation website to watch the video that covers the details of the insurance policy.**

### Life Insurance

**Benefit:** \$20,000.00 AD & D      **Cost:** Paid for by Dillon Transportation.

There is an option to buy more Life Insurance for yourself, spouse, or child. See Life Insurance documents included in your new hire paperwork packet, for specifics of plans, prices, etc.

### Short-Term Disability Insurance

Dillon Transportation offers Short Term Disability Insurance. See the Short-Term Disability Insurance documents included in your new hire paperwork packet, for specifics of plans, prices, etc.

### Long-Term Disability Insurance

Dillon Transportation covers the costs of Long-Term Disability Insurance for its employees.

## Family and Medical Leave (FMLA)

All full-time employees who have worked for the Company at least 12 months, although it need not be consecutive and have worked at least one thousand two hundred and fifty (1,250) hours during the previous twelve (12) month period are eligible for leave under the Family and Medical Leave Act (FMLA). FMLA leave can be used in cases within twelve (12) months of where a child is born to the employee or placed with the employee for adoption or foster care beginning with the date of such birth or placement and for purposes of caring for the child. It may also be used in cases where the individual has a serious health condition (i.e., an illness, injury, impairment, or physical or mental condition which involves in-patient care or continuing treatment by a health care provider) and which

renders the employee unable to perform the functions of her or his job. In addition, FMLA Leave is possible where the employee must care for a spouse, child, or parent who suffers from a serious health condition.

The maximum period is up to twelve (12) weeks in any twelve (12) month period. To determine the twelve (12) month period in which the twelve (12) weeks of leave entitlement occurs for the family or medical leave purposes, the Company elects to use a "rolling" twelve (12) month period measured backward from the date an employee uses any FMLA Leave.

The Company requires that employees who have been with Dillon Transportation for at least one (1) full year first utilize all available paid leave which will be counted against the twelve (12) week FMLA leave period and which will not extend the FMLA Leave period. Where FMLA leave is foreseeable, we ask that the employee provide the company with at least thirty (30) days of written notice in advance of the leave.

If the leave taken is medical, verification of the leave by the health care provider shall be required. The employee is responsible for paying the cost of the medical certification. The certification shall state:

1. The date in which the health condition commenced.
2. The probable duration of the condition.
3. The appropriate medical facts within knowledge of the health care provider regarding their condition.
4. If the purpose of the Leave is to care for a family member with a serious health condition (i.e., spouse, child, parent), a statement that the employee is needed to care for the family member and an estimate of the amount of time that is needed for the employee to care for the family member.
5. If the leave is due to the serious health condition of the employee, a statement that the employee is unable to perform the essential functions of the employee's position.

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. If the FMLA leave is for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations. If the FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the Company's approval. If there is reason to doubt the validity of the health care provider's verification, the Company reserves the right to have the employee examined by a physician of its choice. If the second opinion conflicts with that provided by the employee's provider, Dillon Transportation reserves the right to obtain a third opinion by a health care provider jointly designated and approved by the Company and the employee.

Additional certifications and notices may be required during your leave and at the time you return to work. Failure to provide requested certifications within fifteen (15) days, if doing so is practical, may result in delay of further Leave until they are provided.

During FMLA leave of absence, Dillon Transportation will continue to pay its portion of the health insurance premiums and the employee must continue to pay his/her share of the premiums or dependent coverage charges, if applicable. This amount shall include the employee's share of any increases which may occur while he or she is on Leave. If paid Leave is substituted for unpaid FMLA, Dillon Transportation will deduct the employee's share of the premium as a regular payroll deduction. If the FMLA leave is unpaid, the employee must pay his/her share of the premium by submitting payments each month to 974 Tennessee Waltz Pkwy, Ashland City, TN 37015, made payable to Dillon Transportation. Loss of coverage will result if an employee's premium payment is more than 30 days late.

During the leave, the employee shall not accrue employment benefits, such as vacation pay, sick pay, pension, ESOP, bonus, etc. Employment benefits accrued (if any) by the employee up to the day on which the Leave of absence begins will not be lost and eligibility for any additional benefits shall be determined at the time of reinstatement in accordance with the benefit plan or policy of Dillon Transportation. Application for FMLA leave of absence, must be submitted in writing to Human Resources.

Eligible employees will generally be reinstated at the expiration of the FMLA leave to the same or an equivalent pay and benefits. However, if changes in our business occurred during an employee's Leave and the

employee would have been laid off or reassigned had the employee been on active status, the employee is not guaranteed reinstatement. Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced Leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If Leave is unpaid, Dillon Transportation will reduce your salary based on the amount of time worked. In addition, while you are on an intermittent or reduced schedule Leave, Dillon Transportation temporarily may transfer you to an available alternative position which better accommodates your recurring leave, and which has equivalent pay and benefits.

If you have been on Leave because of your own medical condition, you must provide a fitness for duty certification before resuming work. The fitness for duty certification shall be completed by a health care provider and shall state that you are able to return to work and perform your duties. You must provide the certification to your supervisor on or before the date on which you are to return to work. Failure to provide the certification before or upon your return will preclude you from being able to work. Employees on FMLA leave are required to notify their supervisor every three (3) weeks as to their status and intention to return to work. If circumstances change during your Leave and you desire to return to work early, we will attempt to accommodate you, provided advance notice is given. After the allotted time on FMLA, the employee must return to work or be subject to termination. If employment is terminated, the employee must qualify and re-certified to regain employment.

### **Military FMLA Addendum**

Eligible employees are entitled to up to 12 weeks of unpaid leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active-duty status, in support of a contingency operation. Certification will be required to take FMLA Leave for active duty.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty while on active duty is entitled to up to 26 weeks of unpaid leave in a single 12-month period to care for the service member. This military caregiver leave is available during a single 12-month period” during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA Leave.

### **Paid Parental Leave**

Dillon Transportation LLC will provide up to 8 weeks of paid parental leave to employees following the birth of an employee’s child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births, adoptions or placements of foster children occurring on or after January 1st, 2021. Eligible employees must have been employed with the company for at least 12 months, worked a minimum of 1250 hours in 12 months, be full or part time, and have given birth, are the father of the newborn child for whom leave is sought, or are the primary caregiver of the newborn, including parents having a child through surrogacy, or adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger).

All requests for paid parental leave must be substantiated by appropriate documentation, such as the copy of the child’s birth certificate, or a copy of a court order of adoption or government agency documentation of foster care placement. The documentation must be provided to the employee’s Supervisor with notice of the request for leave at least 30 days prior to the proposed date of ht leave or as soon as otherwise practicable. Absent unforeseen circumstances, employees must provide their Supervisor with written notice of the anticipated start date of the leave. In the event of unforeseen circumstances, such as a premature birth or the unexpected placement of an adopted or foster child, notice must be given as soon as possible.

Please see Human Resources for more details on this policy.

### **Jury Duty Leave**

We recognize that serving on a jury is a civic responsibility. In the event a full-time employee is summoned for jury duty, it is requested that the employee contact their Supervisor promptly. The Supervisor will have the work of that employee temporarily covered by other employees.

A full-time employee serving on jury duty will receive their regular compensation during their period of service. The full-time employee shall obtain a statement from the court substantiating the time served and amount received.

It is understood that any full-time employee who is dismissed from jury service early or is not required to serve on any particular day, will contact their Supervisor and return to work.

### **Bereavement Leave**

When a death occurs in an employee's immediate family (spouse, parents, grand parents, children, grand children, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sister-in-law, daughter-in-law, son-in-law, adopted children and half and step members) all regular full-time employees may take up to three (3) days off with pay to attend the funeral or make funeral arrangements. Proof of death may be required.

The Company understands the deep impact that death can have on an individual or a family, therefore additional non-paid time off may be granted. The employee may make arrangements with his or her Supervisor for an additional four (4) unpaid days off in the instance of the death of an immediate family member. Additional unpaid time off may be granted depending on the circumstances such as distance and the individual's responsibility for funeral arrangements.

## **DILLON TRANSPORTATION SUBSTANCE ABUSE POLICY**

Dillon Transportation ("Dillon" or "Company") has a longstanding commitment to providing a safe, quality-oriented and productive work environment consistent with the standards of the community in which we operate. Alcohol and drug abuse pose a threat to the health and safety of the Company's employees, customers, patients, and to the security of our equipment and facilities. For these reasons, the Company is committed to the elimination of unlawful drug and/or alcohol use and/or abuse in the workplace.

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace. This policy continues to apply to all employees of the Company.

Employees are expected to report to work in a physical and emotional condition that will allow them to perform their assigned tasks in a competent and safe manner. The use, presence in the body, or reporting to work under the influence of alcohol, illegal drugs, and other dangerous substances by an employee limits the ability of the employee to exercise good judgment, react properly in unexpected situations, perform tasks safely and efficiently, and endangers not only that employee but other employees, customers, patients, the Company, and the general public. The Company has implemented this Substance Abuse Policy ("Policy") to eliminate these problems and to meet the objectives of this Policy.

Under this Policy, the Company possesses the right to conduct searches of employees' property and person while on Company premises and to conduct reasonable suspicion, post-accident, and return to duty, and follow-up drug and/or alcohol testing.

## **Definitions**

The term “Company premises” is defined as any Company property, offices, facilities, land, buildings, structures, fixtures, installations, automobiles, trucks and all other vehicles and equipment, whether owned, leased, or used by the Company, or Company employees for Company business. Company premises also includes all areas of customer properties which are under the Company’s control, or where Company employees are working, or any other work locations or modes of transportation to and from those locations while in the course and scope of Company employment or on Company business.

The term "illegal drug" is defined as drugs, or the synthetic or generic equivalent of drugs, which are illegal under federal, state, or local laws, including but not limited to, marijuana,<sup>1</sup> opiates, cocaine, PCP, amphetamines (which includes methamphetamines), Ecstasy (MDMA), and any other substance which causes drug-like effects, but which may not necessarily be illegal under applicable laws. It includes: 1) any illegal drugs for which the federal or state governments declare that employers may test; 2) any legal drug, which is being used in a manner or for a purpose other than as prescribed or labeled, i.e., it specifically includes the abuse of prescription and over-the-counter medication; 3) the possession of legal drugs which have not been legally obtained, e.g., theft or borrowing from others; and 4) the use of substances that cause drug-like effects, but which may not necessarily be illegal under applicable laws, for a purpose other than their intended purpose, e.g., it specifically includes the inhalation of intoxicating substances such as nitrous oxide, glue, cleaning products, etc.

The term "legal drug" is defined as any prescribed medications and over-the-counter drugs which have been legally obtained and are being used solely for the purpose for which they were manufactured, labeled, or prescribed.

The term “possession” as used in this Policy: 1) relating to drugs, includes traces of drugs or their metabolites found in the body as a result of a "positive" drug test;<sup>2</sup> and 2) relating to alcohol or intoxicating beverages, includes traces of alcohol or its metabolites found in the body, or blood alcohol concentration (“BAC”) or breath alcohol concentration (“BRAC”) at 0.04% or above.<sup>3</sup>

The term “drug paraphernalia” is defined as any unauthorized material or equipment or item used or designed for use in testing, packaging, storing, injecting, ingesting, inhaling, or otherwise introducing an illegal drug, as defined in this Policy, into the human body.

The term “EBT” is defined as an evidential breath-testing device for alcohol, approved by the National Highway Traffic Safety Administration.

The term “medical review officer” (MRO) is defined as a licensed physician responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating explanations for certain drug test results.

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<sup>1</sup> For states permitting the use of marijuana for medicinal and/or recreational purposes, the laws for each state shall apply. A state specific addendum will be made available to employees working within a particular state.

<sup>2</sup> A positive test result for medical marijuana means a result that comports with federal Department of Transportation standards or state DUI/DWI laws, whichever is lower.

<sup>3</sup> The definitions for “alcohol concentration” are found in 49 C.F.R. §382.107.

The term “screening test” is defined as the initial instant testing conducted at the workplace by the on-site collector or at a designated collection facility.

### **Policy Application**

This Policy applies to all regular full-time, part-time, temporary, or probationary Company employees. Compliance with the Policy is required as a condition of continued employment with the Company.

To the extent that any provision of this Policy contradicts or is in violation of any federal, state, or local law or regulation, that provision is considered modified to the extent necessary to comply with the applicable federal, state, or local law. If a court or agency with appropriate jurisdiction determines that any provision of this Policy is invalid, that determination will not void or invalidate the remaining provisions of the Policy, and the Company retains sole discretion regarding interpretation of the rest of the Policy.

### **Policy Statements**

#### **Illegal Drugs.**

The following acts or conduct constitute violations of this Policy:

1. The use or possession of illegal drugs on Company premises or while working for the Company;
2. The sale, distribution, purchase, manufacture, purchase, or transfer of illegal drugs at any time or place, or attempt to perform any of these acts; or
3. The possession of illegal drug paraphernalia by employees on Company premises or during Company working hours.

#### **Alcoholic or Intoxicating Beverages.**

The unauthorized use or possession of alcohol or intoxicating beverages on Company premises or during work hours is a violation of this Policy. Additionally, a BAC or BRAC at 0.04% or above during working time is a violation of this Policy.

#### **Legal Drugs.**

Any employee who is in a position that may affect safety, i.e., a safety sensitive position, and is using any prescription or over-the-counter drug or medication which is likely to affect the employee’s ability to safely perform job-related functions (such as driving a vehicle, standing, lifting, etc.), resulting in a direct threat to the employee or others, is to provide the Company’s Human Resource Officer with a written statement from the employee’s licensed health care provider that the employee is using prescribed medication but that such use will not limit or impair the employee’s abilities to safely perform his or her essential job functions. For the purposes of this Policy, a “direct threat” is a significant risk of substantial harm to the health or safety of the individual or others that cannot be eliminated or reduced by reasonable

accommodation. The Human Resource Officer, with the assistance of the employee's supervisor(s) or management, as needed, reserves the right to contact an appropriate health care provider, to evaluate the situation and make a recommendation regarding the employee's ability to continue working without posing a direct threat. Employees in safety sensitive positions must also submit a Medication Notification Form to the Human Resource Officer if they are taking any prescription or over-the-counter drugs or medications that may affect the employee's ability to safely perform job-related functions, resulting in a direct threat, as noted above. The Company will not ask for information about the type of medications being taken by employees, and a copy of the Medication Notification Form is available from the Human Resource Officer.

Any employee who exhibits behaviors while taking a medication, determined by the Company to limit the employee's ability to safely perform the employee's job functions; to induce inappropriate conduct or criminal behavior by the employee; to limit the employee's productivity; to endanger other people or property; or to negatively impact the Company's public image, health, or safety, may be required to remain off work until the employee's behavior is corrected, the employee's use of the medication is discontinued, or another medication is substituted that will not result in these negative effects. The Company at all times reserves the right to have a licensed physician examine an employee under these circumstances.

#### **Adulterating or Tampering with a Specimen.**

Adulterating or tampering with a specimen, or attempting to do so, is a violation of this Policy and may constitute a violation of state law. These circumstances will normally be classified as a refusal to provide a specimen, and the Company will take appropriate action under this Policy. The Company may also notify appropriate law enforcement officials of possible violations of state law.

#### **Policy Enforcement**

##### **Searches and Inspections.**

The Company possesses the right at all times, while employees are entering, departing, or are on Company premises to conduct unannounced searches and inspections of all Company facilities and properties, and everything on those facilities and properties. All employee personal property on Company premises may be searched.

Although the Company will normally attempt to notify an employee before conducting a search of an employee's personal effects, searches may be initiated without prior notice and conducted at times and locations as deemed appropriate by the Company.

An employee's refusal to consent to a search when requested by the Company constitutes a violation of this Policy.

## **Substance Abuse Testing**

Under this Policy, the Company will implement reasonable suspicion, post-accident, and return to duty or follow-up, or both, testing.

The Company reserves the right, as a condition of continued employment, to request employees to submit to tests, including, but not necessarily limited to, urine tests, breath tests, saliva tests, blood tests, or other tests or examinations to determine the use of any illegal drugs, alcohol, or the abuse or misuse of any legal drugs prohibited by this Policy, or to determine the employee's fitness for duty ("Test" or "Tests"). The Company may limit the Tests to selected groups of employees, e.g., employees who operate vehicles or those who may have access to controlled substances. These Tests, which may be unannounced, may be utilized under the following circumstances:

Post Offer / Pre-employment Testing. A Test is required of applicants or candidates as a condition of employment.

**Post-Accident.** If an employee suffers an on-the-job injury or if an accident or incident occurs in which safety rules and procedures were violated, equipment or property was damaged (including but not limited to automobiles, trucks, and other equipment), careless acts were performed, work disruption occurred, or where the cause was due to an employee or other person's failure to use prescribed personal protective equipment while working on Company premises or the premises of a customer, the Company may request all the employees potentially involved to submit to a Test.

**Random.** All employees shall be subject to a random Test. A computer program or other bias-free method of employee selection will be used to ensure random selection.

**Reasonable Suspicion.** The Company may request an employee or employees to submit to a Test when a supervisor has reasonable suspicion that the employee(s) may be using or under the influence of illegal drugs or alcohol or abusing or misusing legal drugs, or where a supervisor is concerned, and can articulate facts demonstrating that concern, about the employee's safety, the safety of other employees, the safety of the general public, or the risk of damage to property, due to an employee's mental or physical condition or behavior, or for other reasons permitted by law such as negligence while performing duties affecting performance.

Furthermore, the Company may request an employee or employees to submit to a Test when the Company has a reason to believe that specific individuals, or all or portions of groups, shifts, or those at an entire location or work area, are: 1) suspected of being under the influence of, using, or possessing illegal drugs or alcohol, or possessing drug paraphernalia; 2) suspected of abusing or misusing legal drugs; 3) when any of these designated items are found in an area controlled or used exclusively by a designated employee or employees; or 4) in possession of legal drugs which have not been legally obtained.

**Return-to-Duty and Follow-Up.** When an employee returns to work from a disabling injury, extended absence, or illness, or upon completion of a substance abuse treatment or counseling program, the Company may request the employee to submit to a return-to-duty Test as a condition of reinstatement. The Company may continue to request follow-up Tests, including unannounced Tests, as permitted by applicable law, after reinstatement.



**Additional Testing.** Any Tests conducted in addition to an initial screening test that results in an unacceptable specimen sample or collection, as provided for in this policy, will be performed at the sole cost of the employee.

**Consent to Testing.** Each employee must sign a consent form as part of the testing procedure, which is attached to this Policy. Any employee who refuses to sign a consent form or submit to a Test as requested under the terms of this Policy will be subject to discharge and denial of employment opportunities.

## **SPECIMEN COLLECTION, TESTING PROCEDURES, AND RESULTS**

**Specimen Collection and Testing Procedure.** Urinalysis is the method normally employed for testing for the presence of drugs, but the Company reserves the right to utilize other methods. The Company may require observed collection of a specimen if the professional collection specialist believes that the individual providing a specimen may attempt to substitute, tamper with, or adulterate a specimen, or provide a dilute specimen.

If the results of the screening test are positive, a confirmation test will be performed to corroborate the results of the screening test. The results of the confirmation test are controlling.

The laboratory will retain, for a period of one (1) year, a portion of all specimens that test positive. Any employee who tests positive may have a test performed, at the employee's expense, upon the retained portion of the specimen. The Company and/or its agent or designee retains the right, at all times, to direct control of the specimen, including transportation to and from the approved retesting laboratory. Consideration will be given to the results of the retest; however, those results are not binding upon the Company.

Breath or saliva testing will be the methods normally employed for testing for the presence of alcohol, but the Company reserves the right to utilize other methods, including those permitted under state and federal law. A saliva or breath specimen will first be obtained from the employee, and a test will be performed. If the results are positive, a blood specimen will be obtained, and an EBT or other test will be utilized for a confirmation test. The results of the confirmation test are controlling.

### **Test Results**

**Medical Review Officer.** The Company utilizes the services of an MRO to review Test results. The MRO makes all determinations regarding Test results or results of tests provided by applicants or employees.

**Dilute Specimens.** A dilute specimen is one with creatinine or specific gravity values that are lower than expected for human urine. A dilute specimen is not a valid specimen and will not be accepted for testing. If an applicant or employee provides a diluted specimen, the Company will require the employee to provide a specimen that is not diluted within six (6) hours of the initial specimen collection or the end of the employee's shift, whichever is shorter. Upon failure or refusal to provide a non-dilute specimen, the Company will classify the dilute specimen as a positive test result and apply appropriate disciplinary action, up to and including termination of employment. If an employee is asked to provide a second specimen and provides a second dilute specimen, the second dilute specimen will be considered a "positive" result pursuant to this Policy.

**Adulterated or Tampered With Specimens.** If an employee provides a specimen which the Company believes has been adulterated or tampered with, the Company will classify the situation as a refusal to provide a valid specimen. The Company will request a second specimen within six (6) hours of the initial specimen collection or the end of the employee's shift, whichever is shorter. If an employee is asked to provide a second specimen and provides a second adulterated or otherwise tampered with specimen, the second specimen will be considered a "positive" result pursuant to this Policy.

**Drugs.** A positive test result occurs when the initial screening and the confirmation test indicates the presence of the drug(s) for which the test was conducted. A positive test result alone may constitute a violation of this Policy.<sup>4</sup>

A negative test result occurs when either the initial screening or the confirmation test indicates the absence of the drug(s) for which the test was conducted.

**Alcohol.** A positive test result occurs when both the initial test and the confirmation test indicate the presence of alcohol equal to or greater than 0.04%. A positive test result is a violation of this policy.

A negative test result occurs when either the initial test or the confirmation test indicates the presence of alcohol at less than 0.04%.

**Admissions of Policy Violations.** An employee's admission to conduct or behavior which constitutes a violation of this Policy is considered the same as a violation. Therefore, it may result in disciplinary action up to and including immediate termination. Said decision regarding what actions may be taken is within the sole discretion of the Company.

### **Potential Actions for Violations of this Policy**

#### **Refusal to Submit to Search, Inspection, or Substance Abuse Testing.**

Any employee who refuses to submit to a search, inspection, or a Test as described in this Policy will be discharged.

#### **Random or Pre-employment Testing.**

Any applicant or employee who tests positive for illegal drugs may be discharged (employee) or not considered for further employment with the Company (applicant).<sup>5</sup>

#### **Sale, Manufacture, Distribution, Transfer, or Purchase (or Any Attempt to Perform Those Acts), of Illegal Drugs, While on or off Company Premises.**

Any employee discovered selling, manufacturing, distributing, transferring, dispensing, or purchasing illegal drugs, or attempting to perform any of these acts, whether on or off Company premises, will be discharged.

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<sup>4</sup> Refer to note 1, above.

<sup>5</sup> Refer to note 1, above.

### **Conviction of Illegal Drug Offense Other than Those Pursuant to the Federal Drug-Free Workplace Act.**

Any employee convicted under federal, state, or local law of any offense relating to illegal drugs may be discharged if the conviction affects the employee's attendance or job performance, damages the Company's reputation, or leads to the reluctance or refusal of co-workers to work with the employee.

### **Substitution, Dilution, Adulteration of, or Tampering With, Specimens, or Attempt to do the Same.**

As stated above, any employee who has, or has attempted to, degrade, dilute, switch, alter, or tamper with, in any manner, a specimen to be submitted for drug or alcohol testing may be discharged. If an employee provides such a specimen, the Company will require the employee to provide a second specimen under conditions that will ensure the integrity of the specimen, which may include observed collection procedures, and within six (6) hours of the initial specimen collection or the end of the employee's shift, whichever is shorter. The Company will terminate the employment of any employee who provides two (2) consecutive degraded, diluted, altered, or otherwise tampered-with specimens.

**WARNING: In some states, adulterating or substituting a specimen sample, or attempting to do so, is considered a crime!**

### **Observed Use or Possession of Illegal Drugs (Including Medical Marijuana) While On or Off the Job, and Observed Use, Consumption, or Possession of Alcohol While On the Job.**

These circumstances will result in immediate suspension without pay, and the employee may be subjected to further investigation to determine the nature and extent of the employee's involvement with the illegal drug(s) and/or alcohol. If the investigation reveals that the employee violated this Policy, the employee will be discharged. If the investigation reveals otherwise, the employee will be returned to work and paid for the time off.

### **Suspected Use, Consumption, or Possession of Illegal Drugs (Including Medical Marijuana<sup>6</sup>) or Alcohol While on the Job, Reasonable Suspicion, or Post-Accident (If Circumstances Warrant Post-Accident Testing).**

These circumstances will result in immediate suspension without pay, and the employee will be subjected to Tests (see the Post-Accident testing procedure above) and further investigation to determine the nature and extent of the employee's involvement with the illegal drug or alcohol. If the investigation reveals that the employee violated this Policy, the employee will be discharged. If the investigation reveals otherwise, the employee will be returned to work and paid for the time off.

### **Return-to-Duty and Follow-Up.**

Any employee who tests positive for illegal drugs on a return-to-duty Test, following a disabling injury, an extended absence or illness, or completion of a substance abuse treatment or counseling program will be discharged.

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<sup>6</sup> Refer to note 1, above.

### **Use of or Unusual Behavior Attributable to Legal Drugs of Which the Company Has Not Been Notified.**

These circumstances will result in immediate suspension without pay. The employee may then be subjected to Tests or a medical examination, or both. Assuming a positive confirmation Test result or information suggesting that the employee's use of the legal drug prevents the employee from safely performing the functions of the employee's position, or creates the likelihood of harm to the employee or others, or damage to property, the employee will either be required to remain off work until the situation is corrected, or if that action is not feasible, then the employee will be subject to alternative action, up to and including termination of employment.

### **Effect of a Positive Test Result on an Employee's Unemployment Claim.**

A positive test result for illegal drugs or alcohol could result in an employee being denied, or receiving reduced, unemployment benefits under state law.

## **EMPLOYEE VOLUNTARY PARTICIPATION IN A SUBSTANCE ABUSE REHABILITATION PROGRAM**

This portion of the Policy is intended to provide employees with the Company's view towards voluntary participation in a substance abuse rehabilitation program ("Program"). The Company supports employees who recognize their own substance abuse problems and encourages those employees to seek professional help to resolve those problems. Employees may contact a member of Human Resources with any questions regarding a Program or rehabilitation program. However, every employee is responsible for seeking help before drug and alcohol problems lead to disciplinary action.

An employee's voluntary participation in a Program will not be used as a basis for disciplinary action and will not be used against the employee in any disciplinary proceeding if an employee seeks voluntary participation in a Program prior to being tested by the Company. However, the employee may be required to execute a Last Chance Agreement and establish that the employee is not a current drug user before being returned to work. Any employee who participates in an approved Program shall be required, as a condition of employment, to complete a consent form allowing the Company access to the employee's progress and successful completion of the Program. Leaving an approved Program prior to successful completion and release to return to work is a violation of this Policy and will result in termination of employment. Likewise, failure to successfully complete a Program will result in termination of employment. Upon reinstatement, the employee will be subject to routine, random, periodic, intermittent and/or unannounced Tests following the employee's return to work. Any subsequent violation of this Policy thereafter shall result in termination without the right to reemployment.

Participation in a voluntary Program will not be a defense to the imposition of disciplinary action under this Policy where facts proving a violation of this Policy are obtained outside participation in a Program. For example, once the Company requests an employee to submit to a Test, the employee cannot refuse and expect the Company to then allow the employee to participate in a Program because the employee will be considered as discharged immediately upon refusal. Accordingly, the purposes and practices of

this Policy and participation in a Program are not in conflict. The key is to seek professional assistance when it is needed and before this Policy is violated.

No employee's job will be jeopardized, nor will an employee be subject to disciplinary action for voluntarily requesting help due to substance abuse problems. However, any employee participating in a Program will be expected to maintain satisfactory job performance and job attendance (to the extent that the Program recommends return to work).

The employee is solely responsible for the costs of a Program.

To the extent practicable, the Company will keep an employee's participation in a Program confidential. When it becomes necessary for an employee to participate in a Program, absences will be handled in accordance with the Company's policies and procedures. The length of time that an employee will be allowed to participate in a Program depends upon applicable laws and the Company's applicable policies.

### **Confidentiality**

All searches, inspections and collection of specimens will be performed with concern for each employee's personal privacy, dignity, and confidentiality. The results of any Tests performed under this Policy will be kept confidential and disseminated on a "business need-to-know" basis, or as legally required. Any employee who inappropriately discloses confidential medical information may be subject to discipline, up to and including termination of employment.

The discovery of illegal drugs, legal drugs being abused, misused, or stolen, alcohol, drug-related paraphernalia, stolen property, or other prohibited items may result in the law enforcement authorities being notified, along with the employment consequences set forth in this Policy.

### **Administration**

Any employee's violation of any Company policy or procedure during the Company's enforcement or attempted enforcement of this Policy may also be considered a violation of this Policy and may result in disciplinary action up to and including discharge.

The Company will broadly interpret this Policy in a manner to achieve the Policy Objectives contained in this Policy. This Policy may be amended as necessary to meet the requirements of federal, state, or local law. The Company reserves the right to modify or amend this Policy with or without advance notice to employees.

## **ADDENDUM – ARIZONA**

This section contains policies that only apply within Arizona. In some cases, there may be significant overlap between the Company's general policies and those specifically required by Arizona. If there are any differences, the policy specific to Arizona will be controlling.

*Under the section entitled "Definitions," located on page 29, the following language should be added to footnote 2:*

Medical marijuana usage under the Arizona Medical Marijuana Act (AMMA) is subject to Arizona’s drug testing statutes, which restrict employees in safety sensitive positions from performing those duties if a positive test result occurs. For positions that are safety sensitive as defined by the AMMA, a positive test result constitutes a violation of this Policy, and appropriate action will be taken in accordance with this Policy. Likewise, if the Company has a good faith belief, that an employee is impaired by marijuana or ingested marijuana in the workplace or elsewhere during working hours—even if taken in accordance with the AMMA—that employee will be required to submit to a drug test for marijuana. For positions that are not safety sensitive, a good faith belief accompanying a positive test result provides a reasonable basis to constitute a violation of this Policy, and appropriate action will be taken in accordance with this Policy.

*Under the section entitled “Definitions,” located on pages 29, the following language should be added:*

The term “good faith” means reasonable reliance on fact, or that which is held out to be factual, without the intent to deceive or be deceived and without reckless or malicious disregard for the truth. Good faith does not include a belief formed with gross negligence. A good faith belief may be based on any of the following:

- Observed conduct, behavior or appearance;
- Information reported by a person believed to be reliable, including a report by a person who witnessed the use or possession of drugs or drug paraphernalia at work;
- Written, electronic or verbal statements;
- Lawful video surveillance;
- Records of government agencies, law enforcement agencies or courts;
- Results of a test for the use of alcohol or drugs; or
- Other information reasonably believed to be reliable or accurate.

The term “impairment” means symptoms that a prospective employee or employee while working may be under the influence of drugs or alcohol that may decrease or lessen the employee’s performance of the duties or tasks of the employee’s job position, including the following:

- Symptoms of the employee's speech, walking, standing, physical dexterity, agility, coordination, actions, movement, demeanor, appearance, clothing, odor, irrational or unusual behavior;
- Negligence or carelessness in operating equipment, machinery or production or manufacturing processes;
- Disregard for the safety of the employee or others;
- Involvement in an accident that results in serious damage to equipment, machinery or property, disruption of a production or manufacturing process;
- Any injury to the employee or others; or
- Other symptoms causing a reasonable suspicion of the use of drugs or alcohol.

The term “safety sensitive position” means any job designated by an employer as a safety-sensitive position or any job that includes tasks or duties that the employer in good faith believes could affect the safety or health of the employee performing the task or others, including any of the following:

- Operating a motor vehicle, other vehicle, equipment, machinery or power tools;

- Repairing, maintaining or monitoring the performance or operation of any equipment, machinery or manufacturing process, the malfunction or disruption of which could result in injury or property damage;
- Performing duties in the residential or commercial premises of a customer, supplier or vendor;
- Preparing or handling food or medicine; or
- Working in any occupation regulated pursuant to Title 32.3 of the Arizona Revised Statutes.

*Under the section entitled “Test Results,” located on page 34, the following language should be added:*

**Employee’s Right to Obtain Written Test Results.** An employee may, upon request, obtain the written results of any Test.

#### **ADDENDUM – TENNESSEE**

This section contains policies that only apply within Tennessee. In some cases, there may be significant overlap between the Company’s general policies and those specifically required by Tennessee. If there are any differences, the policy specific to Tennessee will be controlling.

*This section has been intentionally left blank.*

**PRE-EMPLOYMENT TESTING CONSENT AND RELEASE FORM**

I acknowledge that I have received a copy of this Substance Abuse Testing Policy.

I hereby consent to submit to urinalysis and/or other Tests as defined in this Policy.

I agree that the collection clinic as designated by the Company may collect these specimens for these Tests, and may test them, or forward them on to a testing laboratory designated by the Company for analysis.

I further agree to and hereby authorize the release of the results of said Tests to the Company. I understand that it is the current use of illegal drugs, as defined in the Policy, that will prohibit me from being employed by the Company.

I further agree to hold harmless the Company and its agents (including the designated collection clinic) from any liability arising in whole or part out of the collection of specimens, testing and use of the information from said testing in connection with the Company's consideration of my employment application.

I further agree that a reproduced copy of this Pre-Employment Testing Consent and Release Form shall have the same force and effect as the original.

I have carefully read the foregoing information and fully understand its contents. I acknowledge that my signing of this consent and release form is voluntary on my part.

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Applicant Name (Typed or Printed)

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Applicant Signature

Date



**SUBSTANCE ABUSE POLICY**  
**ACKNOWLEDGEMENT OF RECEIPT AND CONSENT FORM**

I, \_\_\_\_\_, acknowledge and agree that I have received and reviewed the foregoing Substance Abuse Policy (“Policy”). I acknowledge and agree that I have had an opportunity to ask questions about the Policy, and any questions that I had have been answered. I understand that compliance with the Policy is a condition of continued employment. I recognize that the Company may change the Policy at any time without advance notice or employee consent.

I understand that I am being asked by the Company to submit to medical and chemical testing procedures necessary to detect the presence of drugs and/or alcohol in my body. I also recognize that the use or abuse of alcohol, drugs, or a combination of the two, by my co-workers or me can create an unsafe working environment for all employees. I freely consent to the medical procedures and chemical testing necessary to test for the presence of drugs or alcohol, and to the release of the test results to those Company officials who make employment decisions for the Company.

In consideration of my personal desire for a safe work environment, I voluntarily give my consent for the Company to search my personal effects, vehicle, and other personal property or storage places, according to the Policy. I also understand that if I refuse to undergo a search, I may be subject to termination.

I understand that the Policy represents an overview of the Company’s policy towards substance abuse and does not create an express or implied contract.

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Employee Name (Typed or Printed)

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Employee Signature Date

**ACKNOWLEDGMENT**

In consideration of my employment, I agree to conform to the rules and policies of Dillon Transportation, LLC. I understand that my employment and compensation can be terminated with or without cause, and with or without notice, at any time, at the option of either Dillon Transportation or myself.

I hereby acknowledge that I have been given the opportunity to review and state that I understand the contents of this Handbook. I further acknowledge that I have been given the opportunity to ask questions concerning its contents. I state that I will be cooperative in complying with the policies set forth herein. I understand that revisions may be made to the Handbook at any time. Further, I agree that the Handbook is not a contract of any kind, implied or expressed, including one for employment, but is for my information only.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_