



# **The Parcel Team**

## **Employee Handbook With Massachusetts Addendum Effective March 2020**

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[www.theparcelteam.com](http://www.theparcelteam.com)

A DBA of Winterwood Business Solutions, Inc.

# **EMPLOYEE HANDBOOK**

**Effective September 2020**

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

**IMPORTANT NOTICE – DISCLAIMER**

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

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

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

**EMPLOYEE ACKNOWLEDGMENT**

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Name (please print)

\_\_\_\_\_  
Date

## TABLE OF CONTENTS

**EEO and Non-Discrimination and Non- Harassment**  
**Open Door**  
**Time Keeping and Pay**  
**Violence in the Workplace**  
**Workplace Safety, Safe Driving, and Accident/Incident Reporting**  
**Rules of Conduct**  
**Uniform**  
**No Solicitation**  
**Social Media**  
**FMLA**  
**Other Leaves of Absence**  
**Paid Time Off (PTO)**  
**Drug Testing**

## **EEO AND NON-DISCRIMINATION AND NON-HARASSMENT POLICIES**

### **Equal Employment**

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

### **Accommodating Employees with Disabilities**

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

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

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

### **Reasonable Accommodations for Disabilities Due to Pregnancy**

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

accommodation. If you have any questions regarding this policy, please contact your supervisor, Management, Owner, or Human Resources. The Company will comply with any applicable state or local pregnancy accommodation law.

### **Religious Accommodations**

The Company complies with Title VII of the Civil Rights Act of 1964 in ensuring equal opportunity in employment regardless of an employee's religious beliefs. If an employee needs a reasonable accommodation due to a work requirement or restriction that interferes with a sincerely held religious belief, the employee should contact his/her supervisor, Management, Owner, or Human Resources. Upon receipt of an accommodation request, the Company will review reasonable accommodation options and will consider accommodations for employees with sincerely held religious beliefs that do not create an undue hardship on the Company. Any employee who has questions regarding this policy should contact their supervisor, Management, Owner, or Human Resources.

### **Non-Harassment Policy**

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

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

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

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

1. Use of epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to race, religion, color, age, gender, national origin, sex, sexual orientation, gender identity or expression, political opinion, veteran status, uniform service, or disability (including pregnancy); and
2. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, religion, color, age, gender, national origin, sex, sexual orientation, gender identity or expression, political opinion, veteran status, uniform service, or disability

(including pregnancy), and that is placed on walls, bulletin boards, or elsewhere on Company premises, or circulated in the workplace.

3. Verbal or nonverbal innuendoes that relate to or reflect negatively upon someone because of their race, religion, color, age, gender, national origin, sex, sexual orientation, gender identity or expression, political opinion, veteran status, uniform service, or disability (including pregnancy).

Similarly, sexual harassment involves:

1. Making as a condition of employment unwelcome sexual advances, requests for sexual favors, or other offensive verbal or physical conduct directed toward an individual because of his or her sex.
2. Making submission to or rejection of such conduct the basis for employment decisions.
3. Creating an intimidating, offensive, or hostile work environment by such conduct.

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

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

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

Any employee who feels that he or she has suffered any form of discrimination, harassment, or retaliation by anyone must immediately report the alleged conduct to his or her supervisor, Management, Owner, or Human Resources so that an investigation of the complaint can be undertaken. If your complaint concerns your supervisor, you should immediately report any concerns to Management, Owner, or Human Resources. Employees may also report any violation of this policy through the Drive Hotline at 1-877-781-2416. Any employee who observes conduct by another employee which he or she believes to be harassing, retaliatory, or discriminatory must report such conduct as outlined above.

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

Any employee that knowingly makes a false report of harassment or discrimination will be subject to disciplinary action up to and including termination.

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

## OPEN DOOR POLICY

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

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

1. Any employee who has a suggestion, problem, or complaint should discuss the matter with their supervisor.
2. If the suggestion, problem, or complaint is not satisfactorily resolved by the immediate supervisor, or the problem or concern involves your supervisor, the employee may discuss it with a member of Management, Human Resources, or Owner.
3. Employees may also call the Drive Hotline at 1-877-781-2416.

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

*Contact Information: James Moseley, jim@theparcelteam.com, 626-590-8949*

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

Employees are encouraged to use the above procedures.

## TIME KEEPING AND PAY POLICY

### **Standard Working Hours**

According to the assignments currently offered to the Company by Amazon, the standard working hours of Delivery Associates is as follows:

1. Shift commencement time: 11:45 AM daily.
2. Lunch time consists of a paid break of 30 minutes at some time during the shift, probably best begun around 4 PM and ending at 4:30 PM, although the exact time is at the Delivery Associate's discretion. Taking the 30-minute lunch break and punching in and out of said break is, however, mandatory.
3. Included in each standard shift are 2 paid breaks of 15 minutes. The Delivery Associate may take these at any time during the shift at his or her discretion; punching in and out of these breaks is not required.
4. Standard shift completion time: 8:45 PM daily.

### **Overtime**

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

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

### **Bonus Hours**

If an employee completes a shift in fewer hours than scheduled for the shift, the Company will award bonus hours to the employee for the balance of the shift, on the following conditions:

5. The employee punches his or her starting and ending time in and out of the payroll program (Paycom) consistently and accurately.
6. The employee punches his or her starting and ending 30-minute lunch time in and out of the payroll program (Paycom) consistently and accurately.
7. The employee complies with the Company's policies regarding absenteeism, tardiness, and early departures.

### **Recording Time Worked**

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

**THIS DOCUMENT DOES NOT CREATE A CONTRACT OF EMPLOYMENT.**

at the end of his/her schedule.

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

Non-exempt employees must record all time worked electronically using the ADP or Paycom time recording system.

### **Employment Categories and Classifications**

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

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

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

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

### **Absenteeism, Tardiness, and Early Departures**

To maintain a safe and productive work environment, the Company expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism, tardiness, and early departures place a burden on other employees and on the Company and its customers. Poor attendance, excessive tardiness, and excessive early departures are disruptive to productivity and negatively impact customer service. Poor attendance and tardy violations may lead to disciplinary action up to and including termination. In the rare instances when an employee cannot avoid being late to work, is unable to work as scheduled, and/or must leave work early, employees should personally notify their supervisor as soon as possible and at least 48 hours in advance of the anticipated tardiness, absence, or early departure. Even one absence without sufficient notice to your supervisor will be considered a voluntary resignation. Exceptions will be made for emergency circumstances or force majeure, but not for voluntary absences. Non-exempt employees will not be paid for any time during which they are late and not performing compensable work. Early departure is defined as ending an employee's shift without calling into the employee's supervisor or dispatcher and obtaining permission to end the shift. For example, although an employee may have completed his or her deliveries, the Company may request and require the employee to assist with completing another employee's shift. Refusal to do so, unless in emergency circumstances or force majeure constitutes unauthorized early departure.

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## **Call-In Procedures**

Employees are expected to use the following call-in procedures when an employee will be unable to make their scheduled shift or will have to report to work late. Employees are required to call their immediate supervisor as soon as practicable, but no later than 48 hours before the employee's shift is scheduled to begin, except in emergency circumstances or in cases of force majeure, in which case employees should call their immediate supervisor as soon as possible. Employees should attempt to contact their supervisor directly. If the employee is unable to reach his/her supervisor, the employee may leave a voice mail for the supervisor but should follow-up until he/she has actually spoken to the supervisor. Failure to follow the appropriate call-in procedures may lead to disciplinary action. Failure to report to work for two consecutive days will be considered job abandonment and the employee will be terminated.

## **Meal and Rest Breaks**

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

For every employee working a scheduled shift of 8 hours or longer, the employee will receive two paid 15-minute rest breaks and an unpaid and uninterrupted meal break of at least 30 minutes. This applies in all states including in states that do not require meal and rest breaks. Meal and rest breaks will be longer in duration if required under applicable state or local law. The timing of rest and meal breaks will be dictated by applicable state or local law. Employees must be provided a 30-minute meal break in the follow states:

- California, Colorado, New Hampshire, and North Dakota if working a shift 5 hours or longer.
- Maine, Massachusetts, New York and Oregon if working a shift 6 hours or longer.
- Connecticut and Illinois if working a shift 7.5 hours or longer.

The timing of rest and meal breaks will be dictated by applicable state or local law.

**Example:** An employee working in New Hampshire clocks-in and starts working at 8:00 a.m. The meal period must start no later than 1:00 p.m.

The meal period for employees working in all other states must start no later than five and a half hours into an employee's shift.

**Example:** An employee working in Florida clocks in and starts working at 8:00 a.m. The meal period must start no later than 1:30 p.m.

If state or local law does not require that breaks be taken at any particular time during the shift, then one rest break should be taken before the meal break and the one rest break should be taken after the meal break. Rest breaks cannot be combined with each other or with the meal break.

Rest breaks are paid breaks. Meal breaks are unpaid if the break lasts 30 minutes in duration and the employee performs no compensable work during the meal break. Nonexempt employees provided unpaid meal breaks are required to record the starting and ending time of all meal breaks in the electronic timekeeping system (ADP or Paycom). An employee should immediately inform his/her supervisor, Management, Owner, or Human Resources if a nonexempt employee's meal break is interrupted.

## VIOLENCE IN THE WORKPLACE POLICY

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

Such prohibited behaviors include, but are not limited to:

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

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

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

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

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

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

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

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

### Delivery Station Safety Standards

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

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

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

### On-The-Job Injury

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

### On-Road Safety Standards

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

- Drivers should comply with all applicable laws pertaining to motor vehicle operation, health, and safety (including with respect to speed, seatbelts, and distracted driving);
- Immediately notify your supervisor or Management (who will notify Amazon) in the event of a significant safety incident or any other sensitive incidents that may impact customer trust of your company or Amazon, including any incidents involving any fatalities, injuries, damage to vehicles resulting in the need of a tow, assault, robbery, vehicle/package theft, physical or verbal threats, harassment, dog bites, trailing or following, and property damage; and
- Notify your supervisor or Management (who will notify Amazon’s Dangerous Goods Compliance department) promptly after becoming aware of any (a) injury to persons, property damage, environmental damage, fire, breakage, spillage, leakage, or any other accident or incident involving any product defined, designated, or classified as hazardous material, hazardous substance, or dangerous good (including limited and excepted quantities, consumer commodity, ORM-D, lithium batteries, and radioactive and magnetic materials) under any applicable law and transported by your

company under the Program Agreement (collectively, "Hazardous Materials"), (b) event or circumstance involving Hazardous Materials that violates or is reasonably likely to violate any applicable law, rule, or regulation, or (c) investigation of any shipment containing Hazardous Materials by any governmental agency or authority.

Employees are expected to abide by all federal, state, and local driving laws.

### **Use of Cell Phones/Other Electronic Devices While Driving**

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

Employees should not use handheld cell phones or other handheld electronic devices for any purpose when driving on Company time for Company purposes and/or within a Company vehicle. If an employee needs to make or receive a call while driving, the employee should make or receive the call only after parking in a lawfully designated area. If an employee has a hands-free device that allows the employee to talk on a cell phone or other electronic device, the employee may make and receive calls using the hands-free device, but such calls should be limited to five minutes or less. Employees are strictly prohibited from texting, e-mailing, surfing the internet, or otherwise using any other electronic communication device while driving on Company time, for Company purposes, and/or within a Company vehicle. Employees are further prohibited from taking notes or writing when talking on a cell phone while operating a Company vehicle or private vehicle while conducting Company business.

## **RULES OF CONDUCT AND DISCIPLINE**

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

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

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

### **Prohibited Conduct**

- Falsification of employment, personnel or other records. This includes, but is not limited to, applications, all reports, time records, and statements under the responsibility of the employee.
- Disclosing Confidential Information to outsiders as defined in the Company's Confidentiality and Non-Disclosure Agreement.
- Stealing customer packages or intentional mishandling of customer packages.
- Entering the homes of any Amazon customer.
- Gambling or fighting on Company property or otherwise engaging in Workplace Violence.
- Unethical conduct or conduct that creates a conflict of interest.
- Stealing the Company's property, a client's or customer's property or the property of any employee; or misappropriation of Company property or the property of other employees or client partners.
- Reporting to work under the influence of alcohol or illegal drugs; possession, sale or use of marijuana or illegal drugs or chemicals or consumption of alcohol while working on Company business.
- Using the Amazon account ("log-in") of another individual or disclosing their account information to a third party.
- Gross negligence or willful acts in the performance of duties resulting in damage to Company property or injury to others.

- Insubordination.
- Violation of the Company's equal opportunity or harassment policies.
- Serious safety violation.
- Failing to perform assigned work (including overtime) or to comply with work/safety rules.
- Violating Company policies.
- Misuse of Company electronic equipment.
- Use of threatening or violent behavior.
- Failing to report personal injury resulting from an on-the-job work situation.
- Excessive absenteeism or tardiness.
- Three consecutive days of absenteeism without notice.
- Failing to properly scan packages for delivery
- Mishandling customer packages
- Unsafe driving

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

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

Upon termination of employment, employees will receive their final pay check within seventy-two (72) hours, in accordance with applicable state and local law.

## **UNIFORM POLICY**

Drivers are required to wear Company issued uniforms while working. Employees are required to be properly dressed and to present themselves in a neat and clean appearance while on duty. Uniforms will be provided by the Company. In the event a uniform needs replacing due to normal wear and tear, the employee must return the current uniform to receive a replacement uniform in exchange for a new uniform. Normal wear and tear is expected but employees should refrain from intentionally damaging Company uniforms.

Drivers that terminate employment must return their uniform, and any other Company property, at the time of termination. Uniforms are Company property and the failure to return uniforms at termination will be deemed to constitute theft of Company property for which the driver may be prosecuted.

## **NO SOLICITATION**

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

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

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

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

## **SOCIAL MEDIA POLICY**

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

### **Guidelines**

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

### **Know and follow the rules**

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

### **Be respectful**

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

### **Be honest and accurate**

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

### **Post only appropriate and respectful content**

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

### **Using social media at work**

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

### **Retaliation is prohibited**

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

### **Media contacts**

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

### **For more information**

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

## **FAMILY MEDICAL LEAVE ACT POLICY**

Under the Family and Medical Leave Act of 1993, as amended (FMLA), employees may be eligible for a period of job-protected unpaid leave for certain family and medical reasons as described below. This Family Medical Leave Act Policy (“Policy”) provides an overview of employees’ rights and responsibilities under the FMLA as well as the Company’s own policies regarding FMLA Leave. The Company has posted notices of the FMLA at all Company facilities. The information in those posters is incorporated into this policy by reference.

### **General Eligibility**

To be eligible for FMLA Leave under this Policy, an employee must have worked at the Company for at least 12 months and must have worked at least 1,250 hours during the 12-month period prior to the commencement date of any leave requested under this Policy. Eligibility will be determined as of the date the FMLA leave commences. Employees who work at a site at which fewer than 50 employees are employed within a 75-mile radius are not eligible for leave under this policy. When a request for FMLA is made, the company will advise of the employee’s eligibility and the employee’s rights and responsibilities.

### **Types and Duration of FMLA Leave**

#### **A. Bonding Leave; Serious Health Condition Leave; Leave to care for a family member with a Serious Health Condition; Active Duty Leave**

An eligible employee may take up to 12 weeks of unpaid leave during a rolling 12-month period (measured backward from the date an employee uses FMLA leave) for the following reasons:

1. the birth of the employee’s child and to bond with the child; or for placement through adoption or foster care and to bond with the newly placed child. Such leave must be concluded no later than 12 months after the birth or placement of the child with the employee;
2. to care for an immediate family member (spouse, child under 18 years old or a child 18 and over who is incapable of self-care because of a disability, or parent) with a serious health condition;
3. because of a serious health condition which renders the employee unable to perform the functions of his/her job; or
4. because of any qualifying exigency arising out of the fact that an employee’s spouse, son (of any age), daughter (of any age) or parent, who is serving in any branch of the US military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country (“Active Duty Leave”).

#### **B. Military Caregiver Leave**

An employee also may be eligible for Military Caregiver Leave to care for a spouse, son (of any age), daughter (of any age), parent or next of kin who is: 1) a current member of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, which

is incurred in the line of duty (or for a pre-existing injury or illness which is aggravated in the line of duty) and that renders the service member medically unfit to perform the duties of his or her office, grade, rank or rating, or 2) a veteran who was a member of any branch of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness that occurred in the line of duty (or for a pre-existing injury or illness which was aggravated in the line of duty) at any time within 5 years preceding the treatment, recuperation or therapy. A covered veteran incurs a serious illness or injury for purposes of this paragraph when one of the following occurs:

1. The injury or illness makes him or her medically unfit to perform the duties of his or her office, grade, rank or rating.
2. It causes the service member to have a VA Service Disability Rating is at 50% or greater.
3. It is a mental or physical condition substantially impairs their ability to obtain gainful employment.
4. The VA enrolls the employee in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

Eligible employees are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible employee takes Military Caregiver Leave (as long as it is within 5 years of the covered service member's active duty) and ends 12 months after that date. Military Caregiver Leave applies on a per-covered service member, per-injury basis, so that an employee may be eligible to take more than one 26 week period of Military Caregiver Leave, but no more than 26 weeks of leave may be taken during any one 12-month period.

An eligible employee is entitled to a combined total of 26 workweeks of leave for all FMLA qualifying reasons during the single 12-month period described above. For example, if an employee takes 10 weeks of FMLA leave due to his/her own serious health condition, the employee may take only 16 weeks of Military Caregiver Leave during that same 12 month period.

### **Definitions**

- A. A "serious health condition" as referred to above means an illness, injury, impairment, or physical or mental condition that involves:
  1. in-patient care (*i.e.*, an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care);
  2. a period of incapacity of more than three (3) consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves: (i) treatment two (2) or more times by a health care provider or under the supervision of a health care provider the first being within seven (7) days of the onset of the incapacity and the second being within thirty (30) days of the start of the incapacity, or (ii) treatment by a health care provider on at least one (1) occasion within seven (7) days of the start of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider;
  3. any period of incapacity or treatment due to pregnancy, or for prenatal care;

4. any period of incapacity or treatment due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider;
  5. a period of incapacity or treatment which is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
  6. any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.
- B. A “qualifying exigency” referenced above under “Active Duty Leave” refers to the following circumstances:
1. Short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven (7) days or less;
  2. Military events and related activities: to attend official military events or family assistance programs or briefings;
  3. Childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward or stepchild of a covered military member;
  4. Care of the covered military member’s parent if the parent is incapable of self-care;
  5. Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member;
  6. Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member;
  7. Rest and recuperation: to spend up to fifteen (15) calendar days for each period in which a covered military member is on a short-term rest leave during a period of deployment; or
  8. Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member’s active duty terminates or to address issues arising from the death of a covered military member while on active duty.

### **When Spouses Work Together**

If both spouses are employed by the Company and are eligible for leave under this policy, they are eligible for a combined total of 12 weeks of leave within the applicable 12-month period when the leave is due to the birth or placement of a child or to care for a parent who has a serious health condition, or a combined total of 26 weeks within the applicable 12-month period when the leave is due to the birth or placement of a child or to care for a parent who has a serious health condition and for Military Caregiver Leave. (However, in no

event shall the spouses take more than a combined total of 12 weeks of leave within the applicable 12-month period for the birth or placement of a child or to care for a parent who has a serious health condition).

### **Notice of Need for FMLA Leave**

An employee who wants to take FMLA must follow normal call-in policies and notify the person an employee would normally notify for an absence. Failure to adhere to normal company call-in procedures can result in discipline, as with any other type of leave.

If FMLA applies or believed to possibly apply, the employee will be required, thereafter, to contact their supervisor, Management, Owner, or Human Resources to complete a request for leave. The employee will be required to fill out prescribed forms requesting leave.

To avoid a delay in FMLA protection, the employee must give notice as soon as possible and practicable under the circumstances of enough facts to advise the person receiving the call that FMLA may apply. Employees are always required to give notice as soon as practicable and possible, but, except for instances of active duty leave, an employee is not required to provide more than thirty (30) days advance notice.

If an employee fails to give the required notice with no reasonable excuse, FMLA coverage may be delayed for a period of time. This can result in discipline for absences taken prior to FMLA coverage commencing.

Employees should make every reasonable effort to schedule foreseeable medical treatments so as not to disrupt the ongoing operations of the Company.

### **Substitution of Paid Leave for Unpaid FMLA Leave**

Employees must concurrently exhaust any short-term disability benefits, workers compensation benefits, accrued vacation time, or any other form of applicable paid leave for FMLA leave. All substituted paid leave that is being concurrently exhausted will be counted against an eligible employee's FMLA leave entitlement.

### **Intermittent FMLA Leave**

Intermittent or reduced schedule leave is leave at varying times for the same qualifying condition. Intermittent leave or reduced schedule leave may be available if the need for leave is due to an employee's serious health condition or an employee's immediate family member's serious health condition and when the need for intermittent or reduced schedule leave is certified by a health care provider. Intermittent or reduced schedule leave is not available for the birth or placement of a child for adoption or foster care, unless the Company agrees. Military Caregiver Leave may be taken intermittently or on a reduced leave schedule when medically necessary. Active Duty Leave may also be taken on an intermittent or reduced leave schedule.

Employees who take foreseeable intermittent or reduced schedule leave must attempt to schedule their intermittent or reduced schedule leaves so as not to disrupt the operations of the Company and in some instances, the Company may require employees taking foreseeable intermittent or reduced schedule leaves to transfer temporarily to an alternative position for which the employee is qualified and which better accommodates the employee's leave schedule. Pay and shifts would not be affected by a change to an alternate position. Time worked in the alternate position would not count towards the employee's FMLA leave entitlement.

Employees taking unforeseeable intermittent leaves must follow the Company's standard call-in procedures absent unusual circumstances.

### **Documentation Supporting FMLA Leave**

An employee requesting leave for a serious health condition must provide a completed FMLA Certification of Health Care Provider Form supporting the need for the leave. A request for reasonable documentation of family relationship verifying the legitimacy of a request for FMLA Leave may also be required.

The employee will have fifteen (15) days in which to return a completed Certification form following the Company's request for the certification. If the employee fails to provide timely certification after being required to do so, covered leave may be delayed moving forward until the certification form is finally submitted. Absences counted against the employee for a late certification will not be reversed absent exceptional circumstances. If an employee never returns the completed form, the FMLA will be denied and the absences will be unprotected. If the Certification form is incomplete or insufficient, an employee will be given written notification of the information needed and will be given a period of seven (7) days to provide the necessary information.

In some circumstances, a second opinion, at the expense of the Company, related to the health condition may be required. If the original certification and the second opinion differ, a third opinion, at the expense of the Company, may be required. The opinion of the third health care provider, which the Company and the employee jointly select, will be the final and binding decision.

A request for Active Duty Leave must be supported by the Certification of Qualifying Exigency for Military Family Leave form as well as appropriate documentation, including the covered military member's active duty orders.

A request for Military Caregiver Leave must be supported by the Certification for Serious Injury or Illness of Covered Service Member form or Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave form as well as any necessary supporting documentation.

Providing false information to the Company in an attempt to obtain FMLA leave will result in no FMLA protection, and it may also constitute a policy violation and result in discipline up to and including discharge.

Once the company has received a complete and sufficient certification form from the employee, the Company will advise the employee whether he or she has been approved or denied FMLA and, if possible, will advise how much FMLA will be used.

### **Recertification**

In the following circumstances, the Company may, in its sole discretion, require recertification of the qualifying reason for FMLA: (1) where the employee needs more leave than the original certification justified; (2) where circumstances and facts cast doubt on the employee's need for FMLA; or (3) when the need for FMLA extends beyond 6 calendar months. In these situations, the employee will have 15 days in which to provide a completed Recertification form.

### **Restoration To Position And Benefits**

Healthcare benefits will be maintained while an employee is on FMLA, subject to the payment of premiums explained in this paragraph. For all other benefits, they will be maintained similarly to others on similar forms of leave (paid/unpaid). Employees on paid FMLA (because they are concurrently exhausting a paid leave benefit) will continue to have their premium payments deducted from their paycheck as if they were on non-FMLA paid leave. Employees on an unpaid FMLA leave (for which no paid leave is substituted or after all paid leave has been exhausted) will need to maintain the benefits they accrued prior to commencement of the leave by making premium payments. If the payment is not received on the due date or thereafter, the company will provide the employee written notice of non-payment and provide 15 days to make the payment. If the payment is not made within the 15-day window, and at least 30 days have passed from the due date, then coverage under the benefit plan will lapse, retroactively to the original due date.

Employees are permitted to return to whatever position they would have held had they not taken FMLA leave. Generally, this means employees returning from FMLA leave within 12 weeks will be returned to the job position that they held when they went on leave, or a substantially similar one. If the employee would have lost their position even if they had not taken the leave, then there exists no reinstatement right. For example, if the employee's position is eliminated because of a reduction in force, then no reinstatement right exists.

If an eligible employee fails to pay his or her portion of the required premium payments for benefit coverage, and the Company elects to make the employee's portion of premium payments to keep benefit coverage in effect during a period of paid or unpaid FMLA leave for medical and dental benefits, and/or a period of unpaid FMLA leave for other benefits, the Company may recover the amount of the premium payment from the employee regardless of whether the employee returns to work. The Company may recover its own share of the premiums paid for maintaining an employee's medical and dental benefit coverage during any period of unpaid FMLA leave if the employee fails to return from leave after entitlement has expired, provided the employee failure to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition was unrelated to the qualifying reason the employee took FMLA leave.

### **Return To Work**

FMLA leave must be used for its intended purpose. If the qualifying reason for taking leave ends, then the employee must contact the Company and make arrangements to return to work. Employees on FMLA leave must periodically inform their supervisor, Management, Owner, or Human Resources of their status and intent to return to work while on FMLA leave. Employees returning from FMLA leave must be able to assume all of the essential functions of their jobs upon return. The Company will provide time for the employee to learn of any changes or new technology implementations. As a condition to restoring an employee whose leave was based on the employee's own serious health condition, the employee must provide certification from the employee's health care provider stating that the employee is able to resume work. This return to work statement is required for all serious health conditions unless the employee has previously provided one for that condition within the past year. If safety issues exist, the Company may require a return to work statement every thirty days.

### **Failure To Return From Leave**

Unless required otherwise by law an employee granted a leave of absence under these provisions who fails to return to work upon expiration of the leave will no longer have protected absences. Further absences would count against the attendance policy.

### **Key Employees**

An employee who qualifies as a “key employee” may be denied restoration of employment after a period of FMLA leave if holding the employee’s position would cause the company grievous economy injury. A “key employee” is an employee who is salaried and is among the highest paid ten percent of the work force within 75 miles of the place where the employee reports to work. Upon requesting FMLA leave, an employee will be notified by the Company of his/her status as a “key employee” if there is a possibility that the Company may deny reinstatement after leave.

### **Interaction with State Leave Laws**

Certain states require employers to provide greater or different job-protected leave. When applicable, the Company complies with all such leave laws. When leave provided under one of these laws is covered under the federal FMLA, it also shall count toward the employee’s federal FMLA entitlement and as FMLA Leave under this Policy. These leave laws vary by state, and the employee should contact Human Resources if you have questions about them.

## OTHER LEAVES OF ABSENCE

### **Reasonable Accommodation Medical Leave**

The Company complies with the reasonable accommodation obligations under the ADAAA and will engage in the interactive process to discuss an unpaid leave of absence as a reasonable accommodation with employees who are unable to perform the essential functions of their job due to a physical or mental disability. Leave under this policy is at the discretion of management and will be considered in accordance with the reasonable accommodation obligations of the ADAAA. A reasonable accommodation leave of absence may be provided to employees who are unable to perform the essential functions of their job due to physical or mental disability and are not eligible for FMLA. Similarly, leave under this policy may be granted as a reasonable accommodation for employees who have exhausted FMLA but are unable to return to work due to a disability that prohibits them from performing the essential functions of their job. Leaves of absence under this policy will be handled on a case-by-case basis in accordance with the ADAAA. The duration of any leave of absence under this policy will vary depending on the particular circumstances of each employee's need and whether additional leave is reasonable under the circumstances and/or would create an undue hardship for the Company.

### **Military/Uniformed Service Leave**

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

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

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

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

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

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

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

### **Lactation Leave**

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

### **Other Legally Protected Absences**

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

## PAID TIME OFF (PTO)

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

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

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

Employees may accrue up to 80 hours of PTO per year unless additional PTO is required to comply with applicable paid sick leave laws. PTO accrues at rate of 1 hour for every 25 hours worked (0.04 hours per regular hour worked). PTO will not accrue while an employee is on a leave of absence. Employees may not accrue more than 120 hours at any time. Employees may carryover unused PTO from year to year up to the maximum accrual cap of 120 hours. Once an employee reaches the maximum cap, an employee will not accrue any additional PTO until the employee uses PTO and drops below the maximum cap.

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

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

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

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

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

### **PTO USE FOR PAID SICK LEAVE REASONS**

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

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

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

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

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

**Purpose And Scope**

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

This policy applies to all drivers operating commercial motor vehicles<sup>1</sup> for the Company subject to the U.S. Department of Transportation Federal Motor Carrier Safety Administration's (FMCSA) regulations (49 Code of Federal Regulations [CFR] Part 382 and related regulations). As an operator of DOT-regulated motor vehicles, you have the ultimate responsibility to perform your work in a professional manner. It is your duty and responsibility to drive in a manner that reflects a genuine concern for the safety of the motoring public.

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

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

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

**Definitions**

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

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

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<sup>1</sup> For purposes of drug and alcohol testing, commercial motor vehicles are defined in 49 Code of Federal Regulations §382.1035 as any vehicle used in interstate commerce to transport more than 16 passengers including the driver or property with a gross vehicle weight rating, gross combination weight rating, gross vehicle weight, or gross combination weight of 26,001 pounds or more.

sufficient to warrant reasonable suspicion testing under §382.307.

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

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

The term **accident** does not include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the motor carrier, consistent with applicable DOT agency regulations, after being directed to do so by the motor carrier. This includes the failure of the driver to appear for a test when called by a collection site;
- Fails to remain at the testing site until the testing process is complete; provided, that an individual who leaves the testing site before the testing process commences a pre-employment test is not deemed to have refused to test;
- Fails to provide a urine specimen for any drug test required by this policy or DOT agency regulations; provided, that an individual who does not provide a urine specimen because he or she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
- Fails to provide a sufficient amount of urine when directed, and it has been determined,

through a required medical evaluation, that there is no adequate medical explanation for the failure;

- Fails or declines to take a second test the motor carrier or collector has directed the driver to take;
- Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment;
- Fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process);
- Is reported by the MRO as having a verified adulterated or substituted test result;
- Possesses or wears a prosthetic or other device that could be used to interfere with the collection process;
- In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of his or her provision of a specimen;
- For an observed collection, fails to follow the observer's instructions to raise his or her clothing above the waist, lower clothing and underpants, and/or turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process.
- Admits to the collector or MRO that he or she adulterated or substituted the specimen.

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

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

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

- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

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

### **Fit For Duty**

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

### **Prohibited Conduct**

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

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

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

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

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

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

*Note on use of medical or recreational marijuana:*

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

by an employee subject to FMCSA drug and alcohol regulations will not be considered an exception to the prohibition of marijuana use.

### **Testing Circumstances**

#### ***Pre-Employment Testing***

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

#### ***Post-Accident Testing***

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

Post-accident testing is required under the following circumstances:

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

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

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

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

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

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

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

### ***Random Testing***

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

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

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

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

### ***Reasonable Suspicion Testing***

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

- Confront the employee involved, and keep the employee under direct observation until the situation is resolved.
- In the event reasonable suspicion testing is warranted, a supervisor or other manager will transport the employee to the collection site and await the completion of the collection procedure.

- Employees will be asked to release any evidence relating to the observation for further testing. Failure to comply may subject the employee to discipline,
- The supervisor or manager will ensure that the employee receives safe transportation home. An employee will not be allowed to return to duty until the results of the drug and/or alcohol testing are known.
- The supervisor or manager shall, within 24 hours or before the results of the controlled substance test are released, or within 24 hours, whichever event occurs last, document the particular facts related to the behavior or performance problems.
- If upon confrontation by the supervisor or manager, the driver admits to use but requests assistance, the Company or Global will arrange for assessment by an appropriate Substance Abuse Professional. Reassignment to the driver position is conditional to completing the Substance Abuse Professional's guidelines and return-to-duty testing.
- If, during the course of employment, the driver acknowledges a substance abuse problem and requests assistance, the problem may be treated as if it were an illness, subject to the provisions set forth below:
  - The decision to seek diagnosis and accept treatment for the substance abuse problem is the responsibility of the driver;
  - The diagnosis and prescribed treatment of the driver's condition will be determined by health care professionals designated by the Company in conjunction with the driver's physician; and
  - The driver might be placed on medical leave for a predetermined period recommended by those healthcare professionals if the Substance Abuse Professional determines that such action is appropriate.

### **Testing Methodology**

#### ***Controlled Substance Testing***

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

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

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

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

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

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

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

### ***Negative Result***

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

### ***Diluted Specimen***

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

### ***Positive Result***

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

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

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

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

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

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

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

The MRO must warn an employee who has a confirmed positive, adulterated, substituted or invalid test that the MRO is required to provide to third parties drug test result information and medical information affecting the performance of safety-sensitive duties that the employee gives the MRO in the verification process without the employee's consent (see 49 CFR §40.327). The MRO must give this warning to the employee before obtaining any medical information as part of the verification process. For purposes of this paragraph, medical information includes information on medications or other substances affecting the performance of safety-sensitive duties that the employee reports using or medical conditions the employee reports having. The persons to whom this information may be provided include the employer, a SAP evaluating the employee as part of the return to duty process (see §40.293(g)), DOT, another Federal safety agency (e.g., the NTSB), or any state safety agency as required by state law.

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

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

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

### ***Alcohol Testing***

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

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

Prior to each alcohol test, the technician will explain how the test will be performed. The technician will open and attach to the testing device, an individually wrapped mouthpiece. The employee will then be instructed to blow forcefully into the breath-testing device until an adequate amount of breath had been maintained.

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

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

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

### **Refusal To Submit**

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

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

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

### **Consequences And Discipline**

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

### **Miscellaneous Provisions**

#### ***Designated Employer Representative***

The Designated Employer Representative ("DER") is an individual identified by the Company as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

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

#### ***Record Keeping***

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

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

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

- To the employee, upon his/her written request;
- Upon request of a DOT agency with regulatory authority over the Company;
- Upon request of state or local officials with regulatory authority over the Company;
- Upon request by the United States Secretary of Transportation;

- Upon request by the National Transportation Safety Board (NTSB) as part of an accident investigation;
- Upon request by subsequent employers upon receipt of a written request by a former covered employee;
- In a lawsuit, grievance, or other proceeding if it was initiated by or on behalf of the complainant and arising from results of the tests; or
- Upon written consent by the employee authorizing the release to a specified individual.

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

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

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

### ***Prescribed Medications***

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

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

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

### ***Responsibilities of Professional Service Providers***

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

- Ensuring that proper collection kits and paperwork is in place.

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

### ***Referral to Substance Abuse Professional***

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

### ***Drug and Alcohol Background Check***

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

Every attempt will be made to obtain this information prior to allowing an employee to perform safety sensitive functions for the first time. If it cannot be obtained prior to beginning their safety sensitive duties, it must be obtained within 30 days of the employee first performing safety sensitive duties. No employee will be allowed to perform a safety sensitive function if this information has not been obtained within 30 days. Per FMCSR 382.413, if a previous employer refuses, in violation of §382.402, to release the information pursuant to the Company and driver's request, the Company will note the attempt to obtain the information and place the note with the driver's other testing information. No employee will be allowed to perform safety sensitive functions if it is discovered that he/she has tested for an alcohol concentration of .04 or greater, had a verified positive drug test result, or refused to be tested for drugs and alcohol, unless the Company can satisfy itself that he/she has been counseled by a Substance Abuse Professional, has complied with the recommendations made by the Substance Abuse Professional and have passed subsequent return-to-duty and follow-up drug and alcohol tests.

### **Information Resources**

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

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

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

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

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

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

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

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

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

You may also contact the Company's Employee Assistance Policy ("EAP"). Information on the EAP is available from the Human Resources Department.

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

## DRUG AND ALCOHOL-FREE WORKPLACE POLICY AND PROCEDURE

### Policy

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

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

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

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

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

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

1. **Illegal Drug** - means any drug or controlled substance that is not legally obtainable under both applicable state and federal law without a valid prescription, including but not limited to amphetamines, barbiturates, benzodiazepines, cocaine, designer drugs, hallucinogens, marijuana, methaqualone, opioids (opiates, such as heroin, codeine, morphine, and semi-synthetic/synthetic opioids, such as hydrocodone, hydromorphone, oxycodone, oxymorphone, and methadone), phencyclidine (PCP), propoxyphene, and/or any substances and/or materials that are prohibited by federal or applicable state regulations.
2. **Premises or Property** – means buildings, parking lots, vehicles owned or leased by Company or Amazon or used for Company purposes, work facilities and plants, warehouses, equipment, or land used by Company or Amazon or its customers or suppliers.
3. **Safety-Sensitive Positions** - means positions that require tasks involving a potential risk of injury to self or others, or as otherwise defined by applicable federal, state, or local law. Any Covered Persons responsible for the health, safety, and welfare of Company employees are also considered to work in a Safety-Sensitive Position. See Appendix A.

4. **Unauthorized Substances** – means over-the-counter or prescription drugs used, possessed, purchased, obtained, transferred, dispensed, trafficked, sold or distributed in violation of this Policy. See “Prohibitions” number 4 (A) – (D) below. Unauthorized substances also includes substances that cause drug-like effects, but which may not necessarily be illegal under applicable laws, used for a purpose other than their intended purpose, e.g. specifically includes the inhalation of intoxicating substance (e.g. nitrous oxide, glue, cleaning products) and used in an unsafe manner or quantity so as to impair the employee’s ability to safely and adequately perform his/her job responsibilities.

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

1. Covered Persons are prohibited from reporting to work, being on Company Premises or Property, or performing work (on or off Company’ Premises or Property) while under the influence of alcohol, Illegal Drugs and/or Unauthorized Substances.
2. Covered Persons are prohibited from applying for employment, reporting to work, being on Company Premises or Property, or performing work (on or off Company Premises or Property) with alcohol in his/her system sufficient to yield a positive alcohol test result and/or with Illegal Drugs (and/or drug metabolites) in his/her system which meets or exceeds nationally accepted standards for determining detectable levels of controlled substances as adopted by the federal Substance Abuse and Mental Health Services Administration or applicable state law.
3. Covered Persons are prohibited from using, possessing, purchasing, selling, manufacturing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic or distribute) alcohol, Illegal Drugs and/or Unauthorized Substances, including related paraphernalia, in any amount, in any manner or at any time, on Company Premises or Property, or while performing work (on or off Company Premises or Property).
4. Covered Persons are prohibited from using, possessing, purchasing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic or distribute) over-the-counter, or prescription drugs on Company Premises or Property or while performing work, as set forth below. Specifically, Covered Persons are prohibited from using, possessing, purchasing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic or distribute):
  - (a) prescription drugs that are not prescribed to the Covered Person and/or prescribed on an invalid or non-current prescription;
  - (b) prescription drugs that are prescribed to the Covered Person at non-therapeutic levels or used in a manner or quantity other than as set forth in the prescription;
  - (c) over-the-counter drugs in a manner or quantity other than set forth in the directions; or
  - (d) over-the-counter or prescription drugs in an unsafe manner.

5. Covered Persons are prohibited from refusing to provide an adequate drug or alcohol test sample/specimen without a valid medical basis, refusing to cooperate during collection or testing, or failing to report (or report promptly) to the collection site without a legitimate reason.
6. Covered Persons are prohibited from providing an altered, adulterated, diluted or substituted drug or alcohol test sample or specimen. Covered Persons are prohibited from using a device or substance to interfere or attempt to interfere with a drug or alcohol test.
7. Excepting the need for first-aid or emergency medical care (or where otherwise provided by law), Covered Persons asked to submit to a post-accident or reasonable suspicion alcohol or drug test are prohibited from using alcohol or drugs (including over-the-counter or prescription drugs) for eight hours following the accident or determination of reasonable suspicion, or until the Covered Person undergoes an alcohol or drug test, whichever occurs first.
8. Covered Persons are prohibited from failing or refusing to report a conviction for a drug-related offense within five (5) days of such conviction, even if the activities giving rising to the conviction did not occur on Company Premises or Property, or while performing work for Company.

*Marijuana:* Note that it is Company intention to comply with all applicable federal, state, and local laws. Where state and federal law differ, however, Company will comply with federal law, except where otherwise provided. For example, some state laws permit the use and possession of marijuana for medical and/or non-medical purposes, but federal law does not. In the absence of state law to the contrary, Company considers marijuana to be an Illegal Drug for purposes of this Policy in *all* states – even those states that allow for medical and/or non-medical use.<sup>1</sup> Moreover, even if an individual's use of marijuana may otherwise be permissible under state law, the use or possession of marijuana or being under the influence or impaired by marijuana on Company Premises or Property or while performing work for Company is strictly prohibited.

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

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<sup>1</sup> Company will not discriminate against Arizona, Arkansas, Connecticut, Delaware, Illinois, Maine, Massachusetts, Minnesota, Nevada, New Jersey, New Mexico, New York, Oklahoma, Pennsylvania, Rhode Island, or West Virginia Covered Persons based on their status as a patient enrolled in a medical cannabis registry program and will not discriminate against patients enrolled in the Arizona, Arkansas, Connecticut, Delaware, Illinois, Maine, Massachusetts, Minnesota, Nevada, New Jersey, New Mexico, New York, Oklahoma, Pennsylvania, Rhode Island, or West Virginia medical cannabis registry program who test positive for cannabis components or metabolites unless the Covered Person used, possessed, or was impaired by cannabis on Company Premises or Property, or while performing work for Company. In Illinois, Company will not discriminate against applicants or employees who use cannabis recreationally. However, Covered Persons may not use, possess, or be impaired by cannabis on Company Premises or Property, while performing work for Company, or while on-call after being given at least 24 hours' notice to be on standby or otherwise responsible for performing tasks related to employee's employment.

judgment and so long as the Covered Person acts in a lawful, safe, professional and responsible manner at all times.

### **Appropriate Use of Prescription Medication**

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

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

### **Medication Disclosure**

Covered Persons in Safety-Sensitive Positions who are taking a drug or medication which adversely affects, or which may reasonably be expected to adversely effect, the Covered Person's ability to perform work in a safe and productive manner, are required to promptly report the use of such drug and/or medication to Management, Human Resources, or Owner using the Medications Disclosure Form and Authorization for Release of Information attached hereto.<sup>2</sup> See Appendix B. When making such a disclosure, Covered Persons need not disclose any underlying medical condition unless specifically requested by safety personnel or Management, Human Resources, or Owner for purposes of evaluating reasonable accommodations while the employee uses the medication. Such disclosures will be, to the extent appropriate, treated confidentially by Company. This Medications Disclosure Form is job-related and consistent with business necessity.

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

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<sup>2</sup> In Arizona, Company may exclude an employee from performing a Safety-Sensitive Position if the use of a legal drug (including, but not limited to medical marijuana) could cause an impairment or otherwise decrease or lessen the employee's job performance or ability to perform the employee's job duties to the maximum extent permitted by law. In Arkansas, an employee in a Safety-Sensitive Position, who tests positive for medical marijuana, is in violation of the Company Policy. Moreover, the Company may exclude an employee from being employed in a Safety-Sensitive Position based on the Company's good faith belief that the employee was engaged in the current use of marijuana. In New Mexico, the state's anti-discrimination protections for medical marijuana users does not apply to an employee who works in a safety-sensitive position, which is defined as "a position in which performance by a person under the influence of drugs or alcohol would constitute an immediate or direct threat of injury or death to that person or another." In Oklahoma, an applicant or employee who tests positive for marijuana and whose position involves

## **Non-Discrimination**

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

## **Drug and Alcohol Testing Procedures**

**Testing:** Company will perform drug and alcohol<sup>3</sup> testing on Covered Persons in a manner consistent with applicable law. Company may test for the presence of some or all of the substances defined above as Illegal Drugs and/or alcohol. The following are the types of testing that Company may employ:

1. **Pre-Employment/Post-Offer Testing:** Individuals extended a conditional offer of employment may, as a prerequisite to their employment with Company, be required to submit to a drug test.
2. **Post-Accident Testing:** Covered Persons will be drug/alcohol tested (where permitted by applicable law) following an injury or accident, in which they were involved, that there is an injury or accident, in which they are involved, that (i) resulted in a fatality, (ii) requires medical attention beyond first aid or results in lost work time, (iii) caused property damage (including damage to vehicles owned or leased by Company or being used for Company purposes) in a significant amount, or (iv) puts the health and safety of any person in imminent risk. Drug/alcohol testing under this section will be undertaken as soon as practicable after the reported injury or accident, and administered to Covered Persons who Company reasonably believes may have contributed to the injury or accident. Drug/alcohol testing under this section will be applied in a neutral fashion, to foster a safe work environment, and will only be undertaken to identify drug/alcohol use in the recent past. Testing under this section will not be undertaken to retaliate against employees for reporting workplace injuries. Employees who have been required to submit to a drug/alcohol test as a result of an accident will not be allowed to drive themselves to a clinic for drug/alcohol testing, or return to work until the results of the drug/alcohol test become available to Company.
3. **Reasonable Suspicion/For Cause Testing:** Covered Persons will be drug/alcohol tested when there is a reasonable belief based on specific facts and rational inferences drawn from those facts that a Covered Person is engaged in the inappropriate or illegal use of drugs/alcohol and/or has violated this Policy (where permitted by applicable law). Such specific facts and reasonable inferences would include, but are not limited to, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of a Covered Person. Such specific facts and reasonable inferences should, when possible, be observed by

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safety-sensitive job duties, e.g., the operation of a motor vehicle, other vehicle, equipment, machinery or power tools, may not be hired or may be disciplined, discharged, or otherwise penalized notwithstanding their status as a medical marijuana license holder.

<sup>3</sup> Company will only perform alcohol testing in Oregon on a reasonable suspicion/for cause basis.

two or more people. Such persons will not be allowed to drive themselves to a clinic for drug/alcohol testing, or return to work until the results of the drug/alcohol test become available to Company.

### **Testing Procedures:**

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

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

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

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

### **Testing Results:**

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

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

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

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

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

### **Education and Training**

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

### **Employee Assistance Program**

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

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

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

### **Notification of Policy**

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

### **Acknowledgment and Consent**

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

**Reservation of Rights**

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

**Questions**

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

## APPENDIX A

### Safety-Sensitive Positions

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

All driver positions

All sorting and packing positions

**APPENDIX B**

**Medications Disclosure Form for Safety-Sensitive Positions**

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

Employee Name: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

Prescribing Physician's Name: \_\_\_\_\_

Name of Drug: \_\_\_\_\_

Date of Prescription: \_\_\_\_\_ Length of Time on Prescription: \_\_\_\_\_

Over-the-Counter Medication Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**To: Custodian of Records**

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

**Name:** \_\_\_\_\_

**Last four digits of SSN:** \_\_\_\_\_

**Date of Birth** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Individual or Legal Representative

\_\_\_\_\_  
Date

Printed Name of Legal Representative: \_\_\_\_\_

Relationship to Individual: \_\_\_\_\_

APPENDIX C

Acknowledgement and Consent

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

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

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

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

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

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

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

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

## **MASSACHUSETTS EMPLOYEE HANDBOOK ADDENDUM**

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

## **MASSACHUSETTS ADDENDUM—For Massachusetts Employees Only**

To our Massachusetts employees: please note that wherever Massachusetts law provides for or offers greater protections to our employees, Massachusetts law will govern. Please contact a member of the Human Resources Department if you have any questions about any policies in this Addendum.

### **SEXUAL HARASSMENT POLICY**

It is the policy of the Company to provide and maintain a workplace that is free of sexual harassment. Sexual harassment in the workplace is both a violation of Company policy and it is unlawful. This policy applies to all employees of Company, regardless of their position.

Prohibited sexual harassment includes sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature that has the purpose or effect of unreasonably interfering with an employee's work performance by creating an intimidating, hostile, humiliating or sexually offensive working environment. In addition, no manager or supervisor, male or female, may sexually harass any employee by making submission to or rejection of sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature either explicitly or implicitly a term or condition of employment or a basis for employment decisions. An employee who engages in sexual harassment is subject to disciplinary action, up to and including termination of employment.

Determinations of whether particular language or conduct is subject to disciplinary action under this policy are made on an individual basis, in light of all of the circumstances. The following, however, are some examples of conduct that may be considered sexual harassment, depending on the circumstances, and are prohibited by Company policy:

- Comments to, or about, any employee or his/her appearance that are sexually graphic or would otherwise tend to be degrading.
- Unwelcome physical contact of a sexual nature.
- Unwelcome jokes or other remarks with sexual content that is graphic or may otherwise be offensive to others.
- Display of objects, posters or pictures of a sexual nature.
- A repetition of any words or conduct of a sexual nature after the person addressed has indicated that such words or conduct is unwelcome.
- Questions regarding sexual conduct.
- Unwelcome touching, leering, whistling, brushing against the body, or suggestive or obscene gestures.
- Threats, either explicitly or implicitly, that an individual's refusal to submit to sexual advances or sexual conduct will adversely affect his or her employment, evaluation, wages, advancement, assigned duties, benefits, or any other material aspect of employment.

## **Complaint Procedure**

If an employee believes that she or he has been subjected to sexual or other harassment prohibited by this policy, whether by a supervisor, a co-worker or any other person with whom the employee comes in contact in connection with his/her work for the Company, the employee should report the incident immediately to the human resources manager or the employee's supervisor. An employee may choose instead to contact his/her department head or another manager with whom the employee feels comfortable. Any claim may be made orally or in writing.

The Company will handle all complaints of sexual harassment in as confidential and prompt a manner as possible, though recognizing that complete confidentiality is not always possible. Following its investigation and review of the circumstances surrounding each complaint, the Company will take remedial action to it determines are appropriate to end any conduct in violation of this policy, including disciplining any employees it determines engaged in harassing conduct (which may range from warnings, suspensions and demotions to termination of employment), and offer assistance to any employees it deems to have been subjected to harassment.

## **Retaliation Prohibited**

The Company will not permit retaliation of any kind against anyone who complains in good faith about harassment or participates in good faith in an investigation of a harassment complaint. Such retaliation is both unlawful and a violation of Company policy, and any individual found to have engaged in retaliation will be subject to disciplinary action, up to and including termination of employment.

## **Responsible Agencies**

The following agencies are charged with investigating claims of unlawful discrimination, harassment and retaliation:

### Massachusetts Commission Against Discrimination:

One Ashburton Place  
Sixth Floor, Room 601  
Boston, MA 02108  
Phone: 617-994-6000

436 Dwight Street  
Second Floor, Room 220  
Springfield, MA 01103  
(413) 739-2145

Worcester City Hall  
455 Main Street, Room 100  
Worcester, MA 01608  
(508) 799-8010

### Equal Employment Opportunity Commission:

John F. Kennedy Federal Building  
475 Government Center  
Boston, MA 02203  
(800) 669-4000

## **MASSACHUSETTS PARENTAL LEAVE**

Massachusetts employees who are not eligible for Family or Medical Leave under the FMLA may be eligible for a leave of absence for childbirth, adoption, or for the placement of a child pursuant to a court order under the Parental Leave Act.

The Company also complies with the Massachusetts PFML law.

Eligible employees are full-time female and male employees who have been employed for at least three (3) months. Employees are eligible for up to eight (8) weeks of unpaid leave for (a) giving birth, (b) caring for a newly placed child under the age of 18 or under the age of 23 if the child is mentally or physically disabled, or (c) for an intended or actual adoption.

The Parental Leave Act also provides that if any two employees of the same employer are the parents to the same child, those employees are only entitled to one aggregate period of eight weeks of leave between them.

The employee who takes leave is generally entitled to be restored to his or her previous or similar position with the same status, pay, and seniority as when the leave period began. These protections apply only to leaves of up to eight weeks. According to the MPLA, the law does not require that an employee be reinstated to a position when employees in similar positions with similar lengths of service and status have been laid off due to economic or other operating conditions. In these circumstances, the employee on leave is to be afforded the same preferential treatment in consideration for another position as he or she would have had at the time that his or her leave period began.

Leave under MPLA is unpaid, though employees may use applicable accrued paid time off while on leave. Where an employee qualifies for leave under the MPLA and the federal FMLA, leave under both statutes will run concurrently.

To obtain a Leave of Absence Medical Certification Form, contact Human Resources.

## **PREGNANT WORKERS**

Employees have the right to be free from discrimination in relation to pregnancy or a condition related to the employee's pregnancy including, but not limited to, lactation or the need to express milk for a nursing child, including the right to reasonable accommodations for conditions related to pregnancy. Employers may not treat employees less favorably than other employees based on pregnancy or pregnancy-related conditions, and may not refuse to hire or deny an employment opportunity to an employee because of the employee's request for or use of a reasonable accommodation for pregnancy or a pregnancy-related condition.

To request an accommodation for your pregnancy or a pregnancy-related condition, please contact Human Resources. Upon this request, we will engage in an interactive process to work with you to determine a reasonable accommodation to enable you to perform the essential functions of your job. We will accommodate pregnancy and pregnancy-related conditions unless doing so would post an undue hardship to the company.

An employer cannot require an employee affected by pregnancy or a pregnancy-related condition to accept an accommodation, if that accommodation is unnecessary to enable the employee to perform the essential functions of the job. An employer cannot require an employee to take a leave if another reasonable accommodation may be provided for the known conditions related to the employee's pregnancy, without undue hardship to the company.

We may require that medical documentation about the need for a reasonable accommodation be provided, however, we will not require medical documentation about the need for an accommodation for pregnancy or pregnancy-related conditions if the accommodation requested is for: (i) more frequent restroom, food or water breaks; (ii) seating; (iii) limits on lifting no more than 20 pounds; and (iv) private, non-bathroom space for expressing breast milk.