DOT DRUG & ALCOHOL POLICY

The Company complies with the Federal Motor Carrier Safety Administration (FMCSA) drug and alcohol regulations found in **49 CFR Part 382.** This policy applies to all employees who perform **DOT-regulated safety-sensitive functions**, including CDL drivers.

Prohibited Conduct

Employees are prohibited from: **Using, possessing, distributing, or being under the influence of alcohol or prohibited drugs while on duty**, **Reporting for duty with any measurable amount of alcohol or prohibited substances in their system, Refusing to submit to required drug or alcohol testing.**

Required DOT Testing

DOT-regulated employees are subject to drug and alcohol testing under the following circumstances: **Pre-employment, Random, Post-accident, Reasonable suspicion, Return-to-duty, Follow-up.**

Consequences

Any violation of DOT drug and alcohol regulations may result in:

- Immediate removal from safety-sensitive duties
- Referral to a Substance Abuse Professional (SAP)
- Disciplinary action up to and including termination

Compliance Requirement

DOT regulations **do not allow marijuana use**, including medical marijuana, for employees in DOT-regulated positions.

Employee Acknowledgement

I acknowledge that I have read and understand the DOT Drug & Alcohol Policy and agree to comply with all DOT testing requirements and regulations.

Employee Name (Print): ________________________________
Employee Signature: __________________________________
Date: ____ / ____ / _______

MEDICAL MARIJUANA ADDENDUM

The Company is committed to maintaining a safe, professional, and drug-free workplace. This addendum is intended to clarify how medical marijuana is handled under Company policy. This policy applies to all employees, applicants, contractors, and anyone operating Company-owned or Company-authorized vehicles or equipment.

Medical Marijuana Use

The Company recognizes that some employees may be legally authorized to use medical marijuana under state law. However, medical marijuana does not change the Company's safety requirements, drug testing policies, or client/jobsite rules.

No Impairment at Work (Zero Tolerance)

Employees are strictly prohibited from being impaired while on duty. This includes impairment caused by: **marijuana (medical or recreational), THC products, edibles, vaping or smoking marijuana, any substance that affects alertness, judgment, reaction time, or safety.**

Employees may not work while impaired, including while:**on any jobsite, operating vehicles, driving to or from job locations during work hours operating tools, machinery, or equipment.**

DOT / CDL Employees

Employees in DOT-regulated positions, including CDL holders, must comply with FMCSA regulations. DOT regulations do not allow marijuana use, even with a medical marijuana card. Any employee required to complete DOT testing is subject to DOT rules and consequences.

Company Vehicles, Equipment & Safety-Sensitive Work

For safety reasons, employees may not use marijuana in any form:**in Company vehicles, while operating Company equipment, while performing safety-sensitive duties**
Violation may result in disciplinary action up to and including termination**.**

Employee Acknowledgement

By signing below, I acknowledge that I have read and understand this Medical Marijuana Addendum. I understand that marijuana use does not permit impairment at work and that DOT and Company policies may still apply regardless of state authorization.

Employee Name (Print): ____

Employee Signature: ____Date: ____ / ____ / _______

FIELD EMPLOYEE STATEMENT OF UNDERSTANDING

This acknowledgement confirms that the employee understands and agrees to follow Company policies, jobsite rules, and safety requirements while working in the field.

General Field Expectations

- Report to work on time and ready to work.
- Follow supervisor direction and all client/jobsite rules.
- Maintain professional conduct with coworkers, clients, and the public.
- Work safely at all times and report hazards, incidents, or near-misses immediately.
- Keep Company vehicles, equipment, and job sites clean and organized.

FR Clothing & PPE Requirements

- Employees are required to wear FR clothing (and any additional PPE required by the jobsite).
- Employees will be provided a FR clothing allowance of $500 per calendar year.
- Allowance is for approved FR items only and is intended to keep employees in compliant FR gear.
- Employees are responsible for maintaining and caring for their FR clothing and PPE.

FR Allowance Repayment Requirement (Initial Required) **If an employee is terminated or voluntarily leaves employment within 90 days of hire, the employee agrees they are required to repay the Company for any FR allowance funds used, up to the full $500.**

Employee Initials: ________ Date: ____ / ____ / _______

Safety Rules (Zero Tolerance)

- No drugs or alcohol on Company time or at any jobsite.
- No fighting, threats, harassment, or unsafe horseplay.
- Seatbelts are required at all times in Company vehicles.
- No texting or handheld phone use while driving.

Failure to follow these expectations may result in disciplinary action, up to and including termination.

Employee Name (Print): _______________________________________

Date: ____ / ____ / _______

Employee Signature: ____

COMPANY CDL POLICIES (CDL TRAINING & PAYBACK AGREEMENT)

Upon hire, each new truck driving employee will be required to obtain a Commercial Driver's License (CDL).

The Company will pay for the employee's CDL training and licensing expenses. If the employee is required to take a CDL class through the college, the Company will pay for the class cost. The Company will not pay employee wages for time spent attending the CDL class.

CDL EXPENSE REPAYMENT REQUIREMENT (90 DAYS)

By dating and initialing below, I acknowledge and understand that if I: **voluntarily terminate employment, OR violate any Company policy that results in termination** within 90 days of hire, I will be required to repay all CDL-related expenses.

Repayment will be made through a payroll deduction from my final paycheck(s), as allowed by law.

Employee Acknowledgement (Initial Required)

Employee Initials: ________ Date: ____ / ____ / _______

Employee Name (Print): ____

Employee Signature: ____

VACATION PAY POLICY

It is the policy of the Company to grant eligible employees annual vacation pay. Vacation pay will be accrued at a specified rate and must be used within the same year it was accrued.

Vacation Year / Fiscal Year End

- Vacation time must be used within the same year it is accrued.
- The end of the fiscal year is defined as the last day of the last two-week pay period, regardless of whether that pay period rolls into the next calendar year.
- At the payroll end date of the last pay period, vacation time will be zeroed out, except for Colorado (CO) employees, who by law may roll over up to a total of 80 hours.
- The employee will begin accruing vacation time for the next year the following day.

- The final payroll end date may roll into the next calendar year by up to 13 days.
- In this case, the employee would not begin accruing vacation time for the new year until January 14th.
- The employee may still use accrued vacation time up until January 13th of that year.

Requesting Vacation Time

- Employees must notify their direct supervisor a minimum of five (5) business days in advance of taking vacation time unless special circumstances arise and are agreed upon with their supervisor.
- All vacation requests must be submitted to the employee's direct supervisor and approved prior to using vacation time.
- Requests will be reviewed with a focus on company needs, deadlines, and requirements during the requested vacation dates.
- The direct supervisor will inform the employee within three (3) business days of receiving the request whether it is approved or denied.

Vacation Accrual Rate

- If you are eligible for vacation pay, you have been told how many hours you may accrue annually.
- Your annual vacation hours will be divided by 26.6 to determine your accrual rate per hour worked.

Examples:

- **If eligible for 80 hours/year, vacation accrues at approximately 3 minutes per hour worked.**
- **If eligible for 40 hours/year, vacation accrues at approximately 1.5 minutes per hour worked**.

Using Vacation Time (Limits & Overuse)

- Each employee has been told how many hours they are eligible to accrue and use.
- It is the employee's responsibility not to use more vacation time than has been accrued and/or not to exceed the total amount eligible each year.
- If vacation time is used in excess of what has been accrued, the extra hours paid by the Company will be deducted from the employee's immediately following paycheck.
- This may include, but is not limited to, deducting from overtime hours if the employee went into overtime during that following pay period.

Minimum Increments

• Vacation time must be taken in a minimum of half-day increments (4 hours) up to a full-day increment of 8 hours.
• Vacation time cannot be used for non-normal workdays such as weekends unless the employee regularly works those days throughout the year and/or was supposed to be on-call during those days.

Vacation Pay and Overtime

• The only exception to using vacation pay in excess of 40 hours in a pay week (Sunday–Saturday) is if the employee has already worked up to 40 hours and then takes approved vacation time afterward.

Example:
• If you work 38 hours by Thursday afternoon and normally work Friday, and you obtain supervisor approval in advance to take Friday off as vacation, your total would be 46 hours for that pay week. This is allowed.

• Vacation pay will only be paid at the employee's regular hourly pay rate, or salary divided by 2,080 hours (40 hours per week for one year).
• Vacation time will not be paid at an overtime rate.

Holidays

If you take vacation during a holiday week and are eligible for paid holidays, you will not be deducted vacation time for the paid holiday days.

Employee Acknowledgement

I have read, understand, and acknowledge receipt of the Vacation Pay Policy. I will comply with the guidelines set out in this policy and understand that failure to do so may result in disciplinary action, loss of vacation time, and up to termination of employment.

Employee Name (Print): ____________________________________

Employee Signature: ____

Date: ____ / ____ / _______

TPS ALERT CONSENT & RELEASE OF DRUG / ALCOHOL TESTING RESULTS

The Company may be required to use third-party compliance systems and client-required databases for employee qualification, jobsite access, and safety compliance. By signing below, the employee provides consent for the Company to request, receive, and review drug and alcohol testing information as required for employment.

TPS ALERT CONSENT

I authorize the Company to enter my information into TPS Alert (or similar compliance tracking systems) as required by the Company or its clients. I understand that TPS Alert may contain information related to my qualifications and compliance status, including but not limited to: **drug and alcohol testing history (when applicable), background/compliance records (when applicable), jobsite/client approval requirements.**

RELEASE OF DRUG / ALCOHOL TESTING RESULTS

I authorize any testing facility, laboratory, Medical Review Officer (MRO), or third-party administrator (including but not limited to ITC and/or DISA) to release my drug and/or alcohol testing results to**: The Company, The Company's designated representatives, Third-party compliance systems used for employment purposes (including TPS Alert, when required)**

This authorization includes results related to (when applicable):
- **pre-employment testing**
- **random testing**
- **post-accident testing**
- **reasonable suspicion testing**
- **return-to-duty and follow-up testing**

PURPOSE OF RELEASE

I understand that drug and alcohol testing results are used for employment-related purposes, including: **hiring decisions, jobsite access / client compliance, safety and risk management requirements, DOT/FMCSA compliance (if applicable)**

CONFIDENTIALITY

The Company will handle testing results as confidential and will only share information when necessary for:**legal compliance, DOT compliance (if applicable), client/jobsite compliance requirements, employment decisions**

VOLUNTARY CONSENT I understand that refusal to sign this authorization may impact my ability to be hired and/or assigned to certain jobsites.

Employee Authorization

Employee Signature: ____

Date: ____ / ____ / _______

APPLICANT CERTIFICATION & AUTHORIZATION

I certify that the information provided in this application is true and complete to the best of my knowledge. I understand that false or misleading information may result in refusal to hire or termination if discovered after employment begins.

I authorize the Company to verify employment, driving history, and other information as needed for employment purposes, including requesting my **Motor Vehicle Record (MVR)** and conducting applicable **DOT/FMCSA compliance queries**.

Applicant Name (Print): ____

Applicant Signature: ____

Date: ____ / ____ / _______

DRIVER CERTIFICATION FOR OTHER COMPENSATED WORK

Instructions

When employed by a motor carrier, a driver must report to the carrier all on-duty time, including time working for other employers.

The definition of on-duty time is found in **49 CFR 395.2** and includes time performing any other work as an employee, in the employ or service of a common, contract, or private motor carrier, as well as performing any compensated work for any non-motor carrier entity.

Other Employment Disclosure

1. Are you currently working for another employer?
☐ Yes ☐ No

2. At this time, do you intend to work for another employer while still employed by this Company?
☐ Yes ☐ No

Certification

I hereby certify that the information given above is true and I understand that once I become employed by this Company, if I begin working for any additional employer(s) for compensation, I must inform this Company immediately of such employment activity.

Driver Signature: ___________________________________ **Date:** ____ / ____ / _______

Witness (Company Representative): ____________________________ **Date:** ____ / ____ / _______

DRIVER STATEMENT OF ON-DUTY HOURS (FOR NEWLY HIRED DRIVERS)

Instructions

Motor carriers using a driver must obtain a signed statement from the driver that shows the total time on-duty during the **immediately preceding 7 days**, and the time the driver was last relieved from duty prior to beginning work for the motor carrier. This is required under **49 CFR 395.8(j)(2)**.

NOTE: Hours worked for any compensated work during the preceding 7 days, including work for a non-motor carrier entity, must be recorded on this form.

Driver Information

Driver Name (Print): ____

Social Security Number: ________ – ______ – ________

Driver's License Number: ____

Type of License: ☐ CDL ☐ Non-CDL **State:** ___________

Endorsements (if applicable): ____

Restrictions (if applicable): ____

On-Duty Hours (Previous 7 Days)

Fill in hours worked for each day listed below:

Day	1 (Yesterday)	2	3	4	5	6	7
Date	________	________	________	________	________	________	________
Hours Worked	________	________	________	________	________	________	________

Last Time Relieved From Work

I hereby certify that the information given above is correct to the best of my knowledge and belief, and that I was last relieved from work at:

Time: ________ ☐ AM ☐ PM **On (Date):** ____ / ____ / _______

Driver Signature: ___________________________________ **Date:** ____ / ____ / _______

Equipment Responsibility Agreement – H2S 4-Way Monitor

Our Company provides safety equipment to employees to ensure safe job performance. This includes, but is not limited to, H2S 4-way gas monitors. Any employee issued an H2S 4-way monitor is fully responsible for the care, proper use, and return of this equipment.

By signing below, you acknowledge and agree to the following:

- The H2S 4-way monitor issued to you is company property.
- You are responsible for maintaining the monitor in good working condition at all times.
- The monitor must not be lost, misplaced, or damaged due to neglect or improper handling.
- If the monitor is lost, stolen due to negligence, or damaged beyond repair, you agree to reimburse E&B Oilfield Services, LLC the full replacement cost of $800.00.
- Repayment will be required and may be deducted from wages or arranged through a payment plan, in accordance with applicable laws.
- This agreement remains in effect until the equipment is returned and verified to be in acceptable condition.

Failure to comply with this policy may result in disciplinary action.

Employee Name (Printed): ______________________________________

Employee Signature: ____

Date: __________________________

Supervisor Name: ____

Supervisor Signature: ____