

**Lew Thompson and Son Trucking,
Inc.**

EMPLOYEE POLICY HANDBOOK

12/01/2017

TABLE of CONTENTS

1.0	Welcome.....	5
1.1	<i>Welcome to Lew Thompson and Son Trucking, Inc.</i>	5
1.2	<i>At-Will Employment</i>	5
2.0	Introductory Language and Policies.....	6
2.1	<i>About the Company</i>	6
2.2	<i>Ethics Code</i>	6
2.3	<i>Company Facilities</i>	6
2.4	<i>Revisions to Handbook</i>	6
3.0	Employment Policies	6
3.1	<i>EEO Statement and Nonharassment Policy</i>	7
3.2	<i>Disability Accommodation</i>	9
3.3	<i>Religious Accommodation</i>	10
3.4	<i>Conflicts of Interest</i>	10
3.5	<i>Job Descriptions</i>	10
3.6	<i>New Employees and Introductory Periods</i>	10
3.7	<i>Employment Authorization Verification</i>	11
4.0	Wage and Hour Policies.....	12
4.1	<i>Introduction</i>	12
4.2	<i>Pay Period</i>	12
4.3	<i>Paycheck Deductions</i>	12
4.4	<i>Direct Deposit</i>	13
4.5	<i>Recording Time</i>	13
4.6	<i>Overtime Authorization for Nonexempt Employees</i>	13
4.7	<i>Attendance Policy</i>	Error! Bookmark not defined.
4.8	<i>Job Abandonment</i>	15
4.9	<i>Employee Conduct & Work Rules</i>	15
5.0	Performance, Discipline, Layoff and Termination	16
5.1	<i>Promotions</i>	16
5.2	<i>Pay Raises</i>	16
5.3	<i>Transfer</i>	16
5.4	<i>Workforce Reductions (Layoffs)</i>	17
5.5	<i>Criminal Activity/Arrests</i>	17
5.6	<i>Disciplinary Process</i>	17
5.7	<i>Outside Employment</i>	18
5.8	<i>Post-Employment Reference Policy</i>	18

6.0	General Policies	19
6.1	<i>Driving Record</i>	19
6.2	<i>Use of Company Vehicles</i>	19
6.3	<i>Personnel and Medical Records</i>	20
6.4	<i>Employee Privacy and Right to Inspect</i>	20
6.5	<i>Voicemail, Email, and Internet Policy</i>	20
6.6	<i>Social Media Policy</i>	21
6.7	<i>Employee Suggestions/Open Door Policy</i>	23
6.8	<i>Company Bulletin Boards</i>	23
6.9	<i>Personal Appearance</i>	23
6.10	<i>Company Social Events</i>	24
6.11	<i>Payroll Advances and Loans</i>	24
6.12	<i>Off-Duty Use of Company Property or Premises</i>	24
6.13	<i>Security</i>	24
6.14	<i>Computer Security and Copying of Software</i>	25
6.15	<i>Third Party Disclosures</i>	25
6.16	<i>Personal Data Changes</i>	25
7.0	Benefits.....	27
7.1	<i>Regular Full-Time Employees</i>	27
7.2	<i>Regular Part-Time Employees</i>	27
7.3	<i>Temporary Employees</i>	27
7.4	<i>Exempt Employees</i>	27
7.5	<i>Health Insurance</i>	27
7.6	<i>Supplemental Insurance</i>	28
7.7	<i>Life Insurance</i>	28
7.8	<i>Dental Insurance</i>	29
7.9	<i>Vision Care Insurance</i>	29
7.10	<i>401K</i>	29
7.11	<i>Holiday Pay</i>	29
7.12	<i>Vacation Policy</i>	30
7.13	<i>Leaves of Absence</i>	32
7.14	<i>Family and Medical Leave of Absence Policy</i>	33
7.15	<i>Military Leave (USERRA)</i>	39
7.16	<i>Jury Duty Leave</i>	39
7.17	<i>Voting Leave</i>	39
7.18	<i>Bereavement Leave</i>	39
7.19	<i>Workers' Compensation Insurance</i>	39
7.20	<i>Unemployment Compensation Insurance</i>	40

7.21	<i>COBRA</i>	40
8.0	Termination of Employment	40
9.0	Safety and Loss Prevention	41
9.1	<i>Drug-Free Workplace</i>	41
9.2	<i>Policy Against Violence</i>	42
10.0	Closing Statment	44
10.1	<i>Closing Statement</i>	44
	Attachment "A"	45
11.0	Acknowledgment of Receipt and Review	48
11.1	<i>Acknowledgment of Receipt and Review</i>	48

1.0 Welcome

1.1 Welcome to Lew Thompson and Son Trucking, Inc.

Welcome! You have just joined a dedicated team of employees and managers. We hope that your employment with the Lew Thompson and Son Trucking, Inc. will be rewarding and challenging. We take pride in our employees as well as the services we provide.

Please take the time now to read this employee handbook carefully. Sign the acknowledgment to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. Lew Thompson and Son Trucking, Inc. reserves the right to interpret, modify, or supplement the provisions of this handbook at any time.

Please understand that no employee handbook can address every situation in the work place. If you ever have questions about your employment, you are encouraged to ask your supervisor or Human Resources. If you have any difficulty reading or understanding any of the provisions of this handbook, please contact Human Resources. Likewise, if you have any suggestions related to Lew Thompson and Son Trucking, Inc. policies or procedures, please let us know. Please note that it is Lew Thompson Company policy that if you wish to obtain a copy of our handbook, please contact the HR department.

We wish you success in your employment here at Lew Thompson and Son Trucking, Inc.

All the best,

Josh Thompson, President

Lew Thompson and Son Trucking, Inc.

1.2 At-Will Employment

Your employment with Lew Thompson and Son Trucking, Inc. is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the company at any time, with or without notice and with or without cause.

Nothing in the employee handbook or any other Company document should be understood as creating guaranteed or continued employment, a right to termination only "for cause," or of any other guarantee of continued benefits or employment.

2.0 Introductory Language and Policies

2.1 About the Company

Lew Thompson purchased his first truck in 1983 and used it to haul turkeys for Butterball. His fascination with trucking grew prompting him to add 5 trucks to his fleet in the late 1980's. He operated his company out of an office the size of a "phone booth" at a local laundry. As Butterball grew their business so did Lew.

As of today, Lew's son, Josh, is the President of the company changing the name to Lew Thompson and Son Trucking, Inc.

2.2 Ethics Code

Lew Thompson and Son Trucking, Inc. will conduct its business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices.

We expect that managers and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about our Company or operations, or that of our customers or partners, is to be treated with discretion and only be disseminated on a need-to-know basis.

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.3 Company Facilities

Lew Thompson & Son Trucking is located in Huntsville, AR at 11135 Hwy 412 Huntsville, AR 72740.

2.4 Revisions to Handbook

This employee handbook is our attempt to keep you informed of the terms and conditions of your employment, including Company policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as it determines to be in its best interest. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards. Please note it is the employee's responsibility to follow-up on policy revisions. Upon review, you agree that you will periodically refer to the revised employee

handbook posted on the company website, and available via the HR department, for any revisions that may occur.

3.0 Employment Policies

3.1 EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Lew Thompson and Son Trucking, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment which is free of harassment, discrimination, or retaliation because of age, race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, sexual orientation, uniformed service member status, or any other status protected by federal, state, or local laws. Lew Thompson and Son Trucking, Inc. is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

Lew Thompson and Son Trucking, Inc. will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Company's Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of discrimination or violation of the Company's Equal Employment Opportunity Policy.

We are all responsible for upholding the Company's Equal Employment Opportunity Policy and any claimed violations of that policy should be brought to the attention of your manager and/or human resource personnel.

Policy Against Workplace Harassment

Lew Thompson and Son Trucking, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

A. Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

While it is not possible to identify each and every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment are provided below: (a) unwelcome requests for sexual favors; (b) lewd or derogatory comments or jokes; (c) comments regarding sexual behavior or the body of another employee; (d) sexual innuendo and other vocal activity such as catcalls or whistles; (e) obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual natures; (f) repeated requests for dates after being informed that interest is unwelcome; (g) retaliating against an employee for refusing a sexual advance or reporting an incident of possible sexual harassment to Lew Thompson and Son Trucking, Inc. or any government agency; (h) offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and (i) any unwanted physical touching or assaults, or blocking or impeding movements.

B. Other Harassment

Other workplace harassment is often verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age, race, color, national origin, ancestry, religion, sex, pregnancy (including childbirth, lactation and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed service member status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment: (a) the use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to the above protected categories; (b) written or graphic material that insults, stereotypes or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on the Company's premises, or circulated in the workplace; and (c) a display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

Any employee who feels that he or she has witnessed, or been subject to, any form of discrimination or harassment is required to immediately notify their supervisor and the Human Resources department.

In the alternative employees may notify the Company by supplying a written statement.

Lew Thompson and Son Trucking, Inc. prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. Discipline for violation of this policy may include, but is not limited to reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure no retaliation for making a complaint or cooperating with an investigation.

3.2 Disability Accommodation

Lew Thompson and Son Trucking, Inc. complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities (including pregnancy-related disabilities). Consistent with this commitment, the Company will provide a reasonable accommodation to disabled employees if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship.

If you require an accommodation because of your disability, notify your supervisor or Human Resources. When making your request for an accommodation, make sure to include relevant information, such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

The Company will not discriminate or retaliate against any employee for requesting an accommodation.

3.3 Religious Accommodation

Lew Thompson and Son Trucking, Inc. is dedicated to treating the religious diversity of all our employees equally and with respect. Employees may request an accommodation when their religious beliefs causes a deviation from Lew Thompson and Son Trucking, Inc.'s dress code, schedule, basic job duties, or other aspects of employment. The Company will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that the Company will consider are cost, the effect that an accommodation will have on current established policies and the burden on operations, including other employees, when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

Religious accommodation request forms are available from Human Resources.

3.4 Conflicts of Interest

Lew Thompson and Son Trucking, Inc. is concerned with conflicts of interest that create actual or potential job related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. Any actual or potential conflict of interest between an employee of the Company and a competitor, supplier, distributor, or contractor to the Company, must be disclosed by the employee to the Human Resources department. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

3.5 Job Descriptions

Lew Thompson and Son Trucking, Inc. attempts to maintain a job description for each position. If you do not have a copy of a current job description you should request one from Human Resources. Job descriptions prepared by Lew Thompson and Son Trucking, Inc. serve as an outline only. Due to the needs of business, you may be required to perform job duties not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties according to company needs. On occasion, the Company may need to revise job descriptions with or without advance notice to the employee.

If you have any questions regarding your job description, or the scope of your duties, please speak with your supervisor or Human Resources.

3.6 New Employees and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period you will become familiar with Lew Thompson and Son Trucking, Inc. and your job responsibilities. During this time we will have the opportunity to monitor the quality and value of your performance and make any

necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.7 *Employment Authorization Verification*

All new hires and current employees are required by federal law to verify their identity and eligibility to work in the United States. You will be required to complete federal Form I-9 on the first day of employment. If this form and verification of employment eligibility is not completed during the first three days of employment, we are required by law to terminate your employment. If you are currently employed and have not complied with this requirement or if your status has changed, please inform your supervisor.

4.0 Wage and Hour Policies

4.1 Introduction

An employee's pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, please speak with your supervisor or Human Resources.

4.2 Pay Period

The standard pay period is weekly for all employees. Pay dates are Monday through Sunday of the previous week. Being paid for a day in the current payroll week must be approved by Operations.

Payroll is processed the Thursday of each week and will be posted to the bank on Friday morning for employees enrolled in direct deposit. Otherwise, if employees elect to receive a paper check they can pick them up at their convenience on Friday each week.

If you notice any discrepancies with your paycheck, contact Payroll immediately so that appropriate actions can be taken.

Employees must sign an Authorization to Release Information in order to authorize certain individual(s) to access their payroll information. Please see the form for more information. All employees must contact the Payroll or Human Resources department in order to have that form updated.

4.3 Paycheck Deductions

Lew Thompson and Son Trucking, Inc. is required by federal, state, and certain local laws to withhold certain deductions from your paycheck. This includes income and unemployment taxes, and FICA contributions (Social Security and Medicare) as well as any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and Arkansas state withholding form. To change your tax deductions please contact Human Resources and they will send you a new form to fill-out. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums. Your deductions will be reflected in your statement.

Contact the Payroll Department or Human Resources for any questions about your paycheck.

Paycheck deductions are also made upon voluntary and involuntary termination of employment. The deductions can include but are not limited to:

- Company property including but not limited to: keys, phones, uniforms, items trucks are equipped with, tools, etc. will be withheld at the value of the item(s)

until returned to the company. If damage occurs to the item(s), costs to repair the item(s) will also be considered.

- Abandoned equipment, abandoned loads, unkept truck, and failure to return truck to designated location will all be withheld at the value/cost of the actions.
- Travel costs incurred by employee must be pre-approved by HR department to be eligible for potential reimbursement. If employee does not get this approved with HR prior to orientation date, they should not expect reimbursement. Current Reimbursement limits can be requested from HR department.

4.4 Direct Deposit

We encourage all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask the Payroll or Human Resources department for a form. Direct Deposit will begin the first payroll following when the form is received by Payroll.

You will also receive a statement outlining your direct deposit transaction.

4.5 Recording Time

Federal and state laws require us to keep accurate records of hours worked by non-exempt (hourly) employees. Every nonexempt employee of the Company is required to enter his or her hours worked accurately, including all lunch periods. Employees are required to notify the company of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntary missed meal periods.

It is company policy that all non-exempt employees are required to engage in a 60 minute rest period for their lunch break each day unless otherwise approved by their manager or HR. If employee fails to notate this on their time card, the company reserves the right to deduct this rest break from their accumulated time for the day unless otherwise noted on their time card.

Do not complete the time sheet of any other employee or request that they do so for you. Please be sure to indicate your days off. Any changes to your time card must be approved of and initialed by your supervisor. Time cards are to be turned in to payroll each Monday morning by 9 a.m. or sent in the preceding Friday in order to be processed.

Falsification of time records or recording time for another employee may result in discipline, up to and including termination of employment.

4.6 Overtime Authorization for Nonexempt Employees

If you are a nonexempt employee, you may qualify for overtime pay. All overtime must be approved in advance, by your supervisor.

At certain times the Company may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Overtime pay of one and one-half an employee's regular rate of pay or average pay rate (if you perform work at different pay rates during the relevant week) is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

4.7 Attendance Policy

If you know ahead of time that you will be absent or late, you are required to provide reasonable advance notice to your supervisor. Employees may be required to provide documentation of any medical or other excuse for being absent or late.

The Company reserves the right to apply unused vacation or other paid time off to unauthorized absences. Absences resulting from approved leave, vacation, or legal requirements and bereavement are exceptions to the policy under most circumstances.

Our attendance policy allows the flexibility of the unpredictability of illness and fatigue while also encouraging prompt notification of absences.

Employees will be allotted a maximum of 5.5 attendance points during their employment at any given time. Accrual of 6 points will result in termination. Each attendance point has a 90-day span. After the 90-day span has passed, the individual point will be removed.

0.5 points assigned for arriving late or leaving early within half of a scheduled shift

1.0 point assigned for calling in and missing more than half of a scheduled shift or entire shift

Scheduled un-paid time off can be approved by your direct Supervisor/Manager with the completion of the Time Off Request Sheet at least 24 hours prior to the requested time off. There is no guarantee that the request will be approved.

One instance of no call and no show will result in automatic termination and will be deemed as job abandonment. This will take effect after not reporting the absence to your direct Supervisor/Manager within the period of the shift missed.

The Company reserves the right to review specific circumstances and can make adjustments to the below disciplinary process if deemed necessary by the appropriate internal committee.

3 points = verbal warning (up to termination)

4 points = written warning (up to termination)

5 points = last chance agreement (up to termination)

6 points = termination

Absences due to illness can be excused by bringing a related doctor's note to the Human Resources department within 48 hours of the absence. Failure to provide documentation will result in the appropriate points assigned. Even with the excused documentation, it is still a requirement to call in for each day missed due to illness. Not notifying the direct Supervisor/Manager will result in a No Call No Show.

4.8 Job Abandonment

If an employee fails to show up for work or call in with an acceptable reason for the absence for a period of one day, he or she will be considered to have abandoned his or her job and voluntarily resigned from the company.

Employees who are covered under FMLA or ADA may be subject to excused absence and may be an exception to the no call/no show guidelines. Please contact the Company as soon as you are able to so that appropriate adjustments can be made in regards to your position and return to work status.

4.9 Employee Conduct and Work Rules

All Lew Thompson and Son Trucking, Inc. employees are expected to comply fully with this handbook to assure orderly conduct, provide the best possible work environment and accomplish the goals of Lew Thompson and Son Trucking, Inc. It is not possible to list all forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action up to and including suspension without pay or termination of employment. This list is not all-inclusive and only serves to provide a general guide to employee conduct and work rules:

- Theft or inappropriate removal, possession or use of property.
- Willful destruction of company property or the property of a fellow employee.
- Working under the influence of alcohol or illegal drugs.
- Possession, distribution, sale, transfer or use of illegal drugs or alcohol in the workplace, while on duty or while operating an employer-owned vehicle or equipment.
- Using excessively abusive, threatening or obscene language.
- Using inappropriate or unacceptable gestures.
- Sabotaging another's work.
- Using intimidation tactics and making threats.
- Making malicious, false and harmful statements about others.
- Publically disclosing another's private information.
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.
- Unauthorized disclosure of business "secrets" or confidential information.
- Fighting or threatening violence in the workplace.
- Disruptive activity in the workplace.

- Insubordination or other disrespectful conduct.
- Sexual or other unlawful or unwelcome harassment.
- Excessive absenteeism or 1 instance of absence without notice.
- Unsatisfactory performance or conduct.
- Falsifying company records or reports, including one's time records or the time records of another employee.
- Violation of safety or health rules.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Promotions

In an effort to match you with the best job for you and to meet the business needs of the Company, you may be transferred from your current job. It is the Company's policy to promote from within the Company only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

All employees promoted into new job positions will undergo a 90-day introductory period as described in the New Employees and Introductory Periods section. Unlike new hires, however, such employees will continue to receive Company benefits for which they are eligible.

5.2 Pay Raises

Depending on the Company's financial health and other factors, efforts will be made to give pay raises consistent with Company profitability, job performance, and the consumer price index. The Company may also make individual pay raises based on merit or due to a change of job position.

5.3 Transfer

Lew Thompson and Son Trucking, Inc. may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by an employee and management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

5.4 Workforce Reductions (Layoffs)

If necessary based upon the needs of the business, management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for management and employees alike, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

5.5 Criminal Activity/Arrests

Involvement in criminal activity, whether on or off Company property, during employment may result in disciplinary action including suspension or termination of employment. Disciplinary action depends upon a review of all factors involved, including whether or not the employee's action was work-related, the nature of the act, or circumstances which adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any case in court.

Employees are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled as a result of an arrest may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

Any disciplinary action taken will be based on information reasonably available. This information may come from witnesses, police, or any other source as long as management has reason to view the source as credible.

5.6 Disciplinary Process

Violation of Company policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate an employee where he or she violates the rules of conduct, or where the quality or value of the employee's work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at will" basis.

In appropriate circumstances, management will provide the employee first with a verbal warning, then with one written warning, and if the conduct is not sufficiently altered, eventual demotion, transfer, suspension, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, the Company is not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, employees may be disciplined or terminated without any prior warning or procedure.

5.7 Outside Employment

Outside employment which creates a conflict of interest or which affects the quality or value of your work performance or availability at the Company is prohibited. The Company recognizes that employees may seek additional employment during off hours, but expects, in these cases, that any outside employment will not affect job performance, work hours, or scheduling, or otherwise adversely affect the employee's ability to effectively perform his or her duties. Any conflicts should be reported to your supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

5.8 *Post-Employment Reference Policy*

The Company policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Please forward any requests for employment verification to Human Resources. Human Resources will only disclose this information with written acknowledgement from the employee.

6.0 General Policies

6.1 Driving Record

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license and acceptable driving record. The Company may run a motor vehicle department check to determine an employee's driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions, must be reported to the Company.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. Employees using their own vehicle as a part of their employment duties must provide management with a current proof of insurance statement or card. A new proof of insurance is required every time your policy expires and renews.

6.2 Use of Company Vehicles

Company vehicles are to be used for Company business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

Drivers of Company vehicles are to immediately report all infractions or violations while driving a Company vehicle and all restrictions, suspensions, or revocations against their driver's license to their supervisor, manager, or Human Resources immediately.

When a Company vehicle cannot be operated, is unsafe for use, or has been damaged, notify a supervisor or manager immediately.

The driver of a Company vehicle is responsible for the vehicle while in his or her charge and must not permit unauthorized persons to drive it.

The driver is responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

No person shall operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment.

Anyone performing safety sensitive job functions are subject to the Non-DOT and Alcohol Testing Policy. Please see Attachment "A" for more information.

No person shall operate a motor vehicle and use a cell phone. This is not tolerated at all.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a company vehicle or drive a personal vehicle on company business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent

and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, termination of employment is possible.

6.3 Personnel and Medical Records

The Company maintains a personnel and medical (benefits/payroll) file for every employee. Medical (benefits/payroll) records will be kept in a separate folder. Every effort will be made to keep your personnel and medical records confidential. Access is on a "need-to-know" basis only. This includes, but is not limited to, supervisors and others in management reviewing the file for possible promotion, transfer, or layoff.

If an employee wishes to review his or her personnel or medical (benefits/payroll) file he or she may do so after giving the Company reasonable notice. Inspection must occur in the presence of a Company representative. All requests by an outside party for information contained in your personnel file will be directed to the Human Resources department, which is the only department authorized to give out such information.

6.4 Employee Privacy and Right to Inspect

Company property, including but not limited to, company phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to the employee, and without the employee's presence. Employees should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, any employee property maintained on Company premises including that kept in lockers and desks.

6.5 Voicemail, Email, and Internet Policy

This Voicemail/Email/Internet Policy is intended to provide each employee of the Company with the guidelines associated with the use of the Company's voicemail/email/Internet system. This policy applies to all employees, contractors, vendors, partners, or associates, and any others accessing and/or using the Company's system through onsite or remote terminals.

General Provisions

- The system, and all data transmitted or received through the system, are the exclusive property of the Company. No individual should have any expectation of privacy in any communication over this system. Any individual permitted to have access to the Company's system will be given a voicemail, email and/or Internet address and/or access code, and will have use of the system, consistent with this policy.
- The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over the system. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without the prior consent of the employee.

- The Company's interests in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the Company's computer system; and/or assisting the employee in the management of electronic data during periods of absence. No individual should interpret the use of password protection as creating a right or expectation of privacy. In order to protect everyone involved, no one can have a right or expectation of privacy with regards to the receipt, transmission or storage of data on the Company Voicemail/Email/Internet system.

Any employee who violates the policies in this handbook will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

6.6 Social Media Policy

At Lew Thompson and Son Trucking, Inc., we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

Guidelines

For purposes of this policy, **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 website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employee of the company.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of Company trade secrets, intellectual property, and confidential Company-related commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.).
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on the Company's behalf. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager.

Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on the Company's behalf. Direct all media inquiries for official Company responses to Human Resources.

Retaliation and Employee Rights

Retaliation or any other negative action is prohibited against an employee who reports a possible deviation from this policy or cooperates 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.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. Employees have the right to engage in or refrain from such activities.

6.7 Employee Suggestions/Open Door Policy

We welcome suggestions for continued improvement and welcome your ideas for better ways to do your job. Discuss your ideas with your supervisor or another member of the management team.

Employee complains/concerns are always welcomed by Human Resources and all management. These complaints and/or concerns may be made confidential to Human Resources by leaving an envelope with "Human Resources" written on the front at the front table or in the mailbox. You may also email, mail, call or state your complaints/concerns in person.

6.8 Company Bulletin Boards

Lew Thompson and Son Trucking, Inc. maintains an official bulletin board located at each location for the purpose of providing employees with its official notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Company may also post information of general interest to the employees on the bulletin board. Please keep informed about this material by periodically reviewing the Company bulletin board. Only authorized personnel are allowed to add and remove notices from the Company bulletin board.

6.9 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Lew Thompson and Son Trucking, Inc. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing company uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company will make every effort to reasonably accommodate employees with disabilities or with religious beliefs that make it difficult for them to comply fully with the personal appearance policy. Contact Human Resources to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.10 Company Social Events

Lew Thompson and Son Trucking, Inc. holds social events for employees. Please be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties as an employee. Any exceptions to this policy must be in writing and signed by a supervisor prior to the event.

6.11 Payroll Advances and Loans

Lew Thompson and Son Trucking, Inc. discourages employee requests for payroll advances or loans. Only OTR/Regional drivers who are on the road for an extended period of time are permitted to take out advances/loans. In the event you need an advance or loan against your paycheck for emergency reasons, consult with your supervisor.

The Company will determine the most efficient way to pay back that loan through payroll deductions. The Company will track the deductions that have been taken and that remain until the advance/loan has been paid in full.

Upon voluntary/involuntary termination of employment or reduction in hours, all employees who have outstanding payroll advances/loans will be responsible for paying the remaining balance with their final paycheck, or if the advance/loan exceeds the amount of their final paycheck, then employees will be required to send a check to the Company within 7 days of voluntary/involuntary termination of employment.

6.12 Off-Duty Use of Company Property or Premises

Employees may not use Company property for personal use during working time. Employees are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes using copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is the policy of the Company to control off duty and nonworking hour use of Company facilities either for business or personal reasons. Employees are prohibited from using Company facilities during off duty or non-working hours without the written consent of their supervisor. Employees using Company facilities during off duty hours or non-Company hours may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

6.13 Security

Every employee is responsible for helping to make this a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or other similar devices to your supervisor immediately. You should refrain from discussing with nonemployees specifics regarding Company security systems, alarms, passwords, etc.

We also request that you immediately advise your supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security is the responsibility of every employee and we rely on you to help us keep our premises secure.

6.14 Computer Security and Copying of Software

Software programs purchased and provided by the Company are to be used only for creating, researching, and processing Company-related materials. By using the Company's hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company or developed by Company employees or contract personnel on behalf of the Company is and shall be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party.

Company users may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject users and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, users must obtain the approval of their manager.

Users may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. Company users may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

Users of company software are also responsible for keeping their passwords and other login information safe.

6.15 Third Party Disclosures

From time to time, our Company may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the Company's position to your supervisor. If you have any questions about this policy or are not certain what to do when such a contact is made, please contact Human Resources.

6.16 Personal Data Changes

It is your obligation to provide the Company with all of your current contact information, including current mailing address and telephone number. Please

inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings.

Please submit a Change of Information form to add or change an address or phone number or other employee specific information and submit the form to Human Resources.

7.0 Benefits

7.1 Regular Full-Time Employees

A regular full-time employee is an employee who has completed his or her introductory period and is regularly scheduled to work in excess of 30 hours per week. Unless stated otherwise, all the benefits provided to employees are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

7.2 Regular Part-Time Employees

Any employee who works less than 30 hours per week is considered a part-time employee. Part-time employees are not eligible for Company benefits unless specified otherwise in this handbook or in the benefit plan summaries.

7.3 Temporary Employees

Temporary employees are hired for a specific period or specific work project. The Company reserves the right to extend the duration of temporary employment where necessary.

Temporary full-time employees may be eligible for employee benefits under certain conditions. These conditions include but are not limited to: 1) you are a full-time employee with the company for 60 days (and your employment is being extended at least an additional 60 days), 2) Upon the termination of your temporary employee status you are liable for all premiums due for all benefits, 3) You are not eligible for vacation pay unless your temporary employment is made permanent by human resources or management.

7.4 Exempt Employees

If you are classified as an exempt employee at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are an exempt or nonexempt employee, contact your supervisor for clarification.

7.5 Health Insurance

The Company provides its regular full-time employees who have completed 60 days of employment with health insurance. Employees have the option of dependent coverage at their own expense. Medical plan benefits for eligible employees and their dependents are described in detail in the Summary Plan Description (SPD) that is available to all eligible employees. These benefits may be canceled or changed at the discretion of the Company, unless otherwise required by law.

Health benefits during Family and Medical Leave Act (FMLA) leaves are maintained by the Company on the same terms as if the employee continued to work. Please contact Human Resources for clarification. In such circumstances, arrangements must be made by eligible employees to pay their share of the

health insurance premium on a monthly basis to maintain insurance coverage. Please contact the Human Resources department to determine the amount of your contribution. The Company's obligation to maintain health benefits stops when:

- An employee informs the Company of an intent not to return to work at the end of the leave period; or
- An employee fails to return to work when the FMLA entitlement is exhausted; or
- An employee's premium contribution is past due.

The Company will be entitled to recover premiums paid to maintain health insurance coverage for an employee who fails to return to work from leave.

Please understand that plan eligibility does not necessarily mean coverage for all medical treatments or procedures. In addition, under changed circumstances you may be responsible for contributing to the cost of increased premiums. This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your medical benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The Company will mail you information about your COBRA rights.

For more information about benefits under FMLA leave please see policy 7.14.

7.6 Supplemental Insurance

The Company provides employees with short-term disability, critical illness, and accident insurance. Employees are eligible following 60 days of employment. Short-term disability provides income protection when employees miss work due to non-work related disabilities. The terms and conditions for the disability insurance program are outlined in the Summary of Plan Benefits. Critical illness coverage provides supplementary benefit in the event of a major medical diagnosis. Accident insurance provides supplementary benefit in the event of an accident that result in injury to the employee. It includes on and off the job injuries. Please contact Human Resources for a copy of the plan provisions and for any information you need about the benefit.

7.7 Life Insurance

All regular full-time employees who have completed 60 days of employment have the ability to elect life insurance. Refer to the Summary Plan Description (SPD) for details about the benefit.

7.8 Dental Insurance

All regular full-time employees who have completed 60 days of employment are eligible for the Company dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

7.9 Vision Care Insurance

All regular full-time employees who have completed 60 days of employment are eligible for the Company vision care plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

7.10 401K

All employees who have completed 90 days of employment are eligible for the Company 401K plan that includes Company match. The company will match ½% for every percent that the eligible employee contributes up to the Max Match of 2%. The eligible employee has to contribute at least 4% to get the company Max match of 2%. The 401K has a 6 year vesting schedule.

7.11 Holiday Pay

Lew Thompson and Son Trucking, Inc. offers the following paid holidays each year to full-time employees who have been employed with the Company for 90 days.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

When a Company holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

If a holiday falls on your regular day off, the holiday will be observed as your supervisor determines, on the employee's last day of work before the holiday or the first day of work following the holiday.

The Company reserves the right to close on another day or grant compensating time off instead of closing its offices. You will receive holiday pay if the holiday falls in the week when you are on vacation or leave of absence.

An employee must have satisfactorily completed the introductory period to be eligible for holiday pay. Holiday pay for full-time office and shop personnel is computed at the straight time rate of eight hours. In no case may an employee receive more than a normal day's wage for any holiday unless they worked that day. Holiday pay cannot be used when calculating overtime pay for a pay period.

To be eligible for Holiday Pay you must be a regular, nonexempt, full-time employees in good standing will receive holiday pay. Other considerations include:

- Must be employed with company for 90 days as of date of holiday.
- If hired mid-year, employee is eligible for remaining holidays after 90 day period is achieved (ex: if hired 7/01, employee is eligible for Thanksgiving and Christmas pay for that year)
- Must work full shift on the employee’s last scheduled work shift prior to the holiday.
- Must work full shift on the employee’s first work shift following the holiday.
- The only exception is if you are using accrued vacation day/PTO to take time off around a holiday.
- Employee is ineligible if on unpaid leave of absence when holiday occurs or on out-of-pay status or layoff status.
- Holiday pay is not considered hours worked in the computation of overtime.
- Some rules to consider in regards to Holiday Pay:
 - Must notify your manager at least 14 days in advance that you wish to be off for a holiday if the customer is not already closed that day.
 - Failure to notify with at least 14 days notice will result in us being unable to guarantee that time off.
 - Even if you are able to notify within at least 14 days notice, we cannot guarantee that we can approve that request.
 - Reefer drivers: if you are off Thanksgiving, please plan to work Christmas and vice-versa.
 - Considerations for determining who can be off holidays when our customers are open include first to request, tenure with company, previous holiday absences, and other accommodations as requested.

Please contact HR department for current pay rate of Holiday pay.

7.12 Vacation Policy

Vacation is paid to regular full-time employees as follows:

Hourly/Salary Employees who work in company office or shop:

Vacation	Years of Service
40 hours	1 year anniversary
80 hours	2 year anniversary
120 hours	10 year anniversary

Employees paid per mile/load/hourly whose job title is a Class-A CDL Driver:

Vacation	Years of Service
5 days	1 year anniversary
10 days	5 year anniversary
15 days	10 year anniversary

All employees are required to give at least 14 days notice to their supervisor of their vacation plans. You may elect to receive pay instead of vacation time. Vacation time is paid out to employees paid per mile/load at a flat rate; please see Human Resources Department or Payroll Department to determine what the current rate is. Vacation is paid to all hourly and exempt employees at the rate at which they are paid. Any unused vacation time at the end of the yearly cycle (anniversary date) will be forfeited, so all employees must be sure to make any requests for vacation within their allotted time frame. Any conflict in vacation requests will be decided based on employee seniority and Company needs. You will not accrue vacation during periods when you are not working and taking time off from the Company (See 7.12 for more information).

An Absentee Report must be submitted to Payroll or Human Resources prior to that vacation time being taken or paid on the appropriate payroll date.

Maximum Accrual

You may not carry over unused vacation time from year to year.

The amount of vacation accrued, used, and available will appear on your paycheck stub.

Minimum Increments of Vacation

The minimum amount of vacation you can use at one time depends on whether you are an exempt or a nonexempt employee. If you are nonexempt, you may not take less than 1 hour off at a time. If you are an exempt employee you must take vacation in increments of not less than one half day at a time.

Vacation Upon Termination

Involuntary termination: Any accrued vacation days are forfeited upon involuntary termination.

Voluntary termination: Any accrued vacation days will be paid out at the employees request as long as the employee provides the Company with 2 weeks' notice of their intent to end their employment.

7.13 Leaves of Absence

Leave of Absence

A leave of absence (leave) is defined as an unpaid approved absence from work for a specified period of time for medical, parental, military, or other approved reasons. If an employee finds that he/she must be out of work for more than two days, he or she should contact the Human Resources department and their supervisor to determine if a leave of absence may be necessary.

Leave can include medical/sick leave, military leave, paternal/maternal leave, etc. All full-time employees are eligible for these leave of absence benefits outlined below. Part-time employees must also submit a leave of absence request if they plan to not work for 90 consecutive days.

Accrual of vacation will be decreased by the number of days of leave requested. (Example: you request and use 14 days of leave, the date that your vacation benefits should renew will be postponed for 14 days).

In the case that leave is not taken under FMLA, vacation days are paid out to active employees. Therefore, any vacation days must be taken after an employee returns to full-time work status following a leave of absence approved by their supervisor and human resources.

While on leave, an employee must contact the Human Resources department at least every 30 days. This provision does not apply to employees taking Family and Medical Leave Act (FMLA) leave. Employees taking FMLA leave should consult the documents they are provided for FMLA leave or should discuss such notification or certification issue with Human Resources. Failure to contact HR upon request may result in voluntary termination of employment. Failure to return to work upon the expiration of the leave or refusing an offer of reinstatement for which the employee is qualified will also result in voluntary termination of employment.

Required Documentation

All requests for a leave of absence must be made on a Leave of Absence Request Form for the particular leave (FMLA, disability accommodation, military, pregnancy, other medical leave, personal leave, etc.) and submitted to Human Resources. An employee must provide 30 days' advance notice when the need for the leave or absence is foreseeable; for instance, if medical treatments or other events are planned or known in advance. If the leave of absence is not foreseeable, the employee must provide notice to his or her immediate supervisor and Human Resources as soon as possible. Medical certifications and/or other documentation supporting the need for the leave may be required.

Job Benefits

For leaves other than approved FMLA leaves, Lew Thompson and Son Trucking, Inc. will require employees to pay the entire insurance premiums of which they are enrolled including health, dental, vision, life, and disability insurance benefits while an employee is on leave. The employee must pay the entire premium for benefits (their part and company's part) which may be made by check and must be submitted to the Human Resources department each pay period unless other arrangements have been made. Employees can make arrangements to pay the entire month's premium at once and other repayment options. If the employee fails to pay his or her portion of the benefits by the first day of the month, or the date that was agreed upon, then the Company will cancel their benefit(s) and issue COBRA notices. Family and Medical Leave Act (FMLA) leaves of absence allow for up to 12 weeks of group health insurance continuation coverage in the same manner as if the employee continued to work.

Employees not on approved leave (other than FMLA leave) are eligible to continue their benefit(s) coverage for the calendar month that their leave began in. At the end of that month, the Company will submit the appropriate paperwork for the employee to have the option to elect to continue their coverage under COBRA. At that time, employees will receive a notice and can choose to continue or decline continuing their benefit(s) under COBRA.

No benefits will be accrued while an employee is on leave. Except as otherwise provided by law, time spent on a leave of absence, except for military reserve duty, will not be counted as time employed in determining an employee's eligibility for benefits that accrue on the basis of length of employment.

Return to Work

Upon return to work, the employee may be required to provide medical clearance. The employee must notify Human Resources at least 7 days prior to returning to work so that appropriate plans can be made.

7.14 Family and Medical Leave of Absence Policy

FMLA LEAVE

A. General

We recognize that there are times when an employee may need to be absent from work due to qualifying events under the Family and Medical Leave Act (FMLA). Accordingly, we will provide eligible employees up to a combined total of 12 weeks of unpaid FMLA leave per leave year for the following reasons and any other leave authorized by the FMLA:

- **Parental Leave:** For the birth or placement of an adopted or foster child;
- **Personal Medical Leave:** When an employee is unable to work due to his or her own serious health condition;

- **Family Care Leave:** To care for a spouse, child, or parent with a serious health condition;
- **Military Exigency Leave:** When an employee's spouse, parent, son, or daughter (of any age) experiences a qualifying exigency resulting from military service (applies to active service members deployed to a foreign country, National Guard and Reservists); and
- **Military Care Leave:** To care for an employee's spouse, parent, son, daughter (of any age), or next of kin who requires care due to an injury or illness incurred while on active duty or was exacerbated while on active duty. **Note:** A leave of up to 26 weeks of leave per 12-month period may be taken to care for the injured/ill service member.

B. Key Policy Definitions

- **Eligible employees** under this policy are those who have been employed by our Company for at least 12 months (need not be consecutive months and under certain circumstances hours missed from work due to military call-up will also be counted) and have performed at least 1,250 hours of service in the 12-month period immediately preceding the date leave is to begin. Employees who work in small locations with fewer than 50 employees within 75 miles, are not eligible for leave. However, employees should contact Human Resources to discuss other types of leave that might be available for the reasons listed in this policy.
- **Leave year** for the purposes of this policy shall be a rolling 12-month period measured backward from the date an employee uses any FMLA leave.
- A **spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage arose.
- A **son or daughter** for the purposes of parental or family leave is defined as a biological, adopted, foster child, step-child, legal ward, or a child for whom the employee stood in loco parentis to, who is (1) under 18 years of age or, (2) 18 years of age or older and incapable of self-care because of physical or mental disability. A son or daughter for the purposes of military exigency or military care leave can be of any age.
- A **parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to the employee when the employee was a son or daughter.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual shall be the only next of kin. In appropriate circumstances, employees may be required to provide documentation of next of kin status.
- A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear

aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions which may qualify, contact Human Resources.

- A **health care provider** is a medical doctor or doctor of osteopathy, physician's assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
 - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
 - Attending official ceremonies, programs, or military events;
 - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and non-routine child care situations, arranging for school transfers, or attending school or daycare meetings;
 - Making financial and legal arrangements;
 - Attending counseling sessions for the military service member, the employee, or the military service members' son or daughter who is under 18 years of age or 18 or older but is incapable of self-care because a mental or physical disability;
 - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
 - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events is available during a period of 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
 - Parental care when the military family member is needed to care for a parent who is incapable of self-care (e.g. arranging for alternative care or transfer to a care facility); and
 - Other exigencies that arise that are agreed to by both the Company and employee.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

C. Notice and Leave Request Process

Foreseeable Need for Leave: If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, employees must give at least 30 days' notice to their supervisor and the Human Resources department.

If 30 days' notice is not practicable, notice must be given as soon as possible. Employees are expected to complete and return a leave request form prior to the beginning of leave. ***Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.***

Unforeseeable Need for Leave: If the need for leave is unforeseeable, notice must be provided as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Employees are expected to complete and return the necessary leave request form as soon as possible to obtain the leave. ***Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.***

Leave Request Process: To request leave under this policy, employees must obtain and complete a leave request form from their supervisor or Human Resources and return the completed form to Human Resources. If the need for leave is unforeseeable and employees will be absent more than two days, employees should contact Human Resources by telephone and request that a leave form be mailed to their home. If the need for leave will be fewer than three days, employees must complete and return the leave request form upon returning to work. Within 5 business days of learning that an employee has requested leave, Human Resources will provide the employee with an Eligibility notice, Rights and Responsibilities notice, and a Request for Certification. Employee then has 15 days to return the certification to Human Resources. Company may request recertification every 30 days at the most, unless the employee has requested an extension of leave, circumstances of the leave has changed or if the employer doubts the employee's medical status.

Call-in Procedures: In all instances where an employee will be absent, the call-in procedures and standards established for giving notice of absence from work must be followed.

D. Leave Increments

Parental Leave: Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental Leave must be completed within 12 months of the birth or placement of the child; however, employees may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave: Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

E. Paid Leave Utilization During FMLA Leave

While on FMLA leave, vacation benefits can be paid out upon request by the employee. Employees may request to use their accrued vacation benefits by contacting the Human resources department and filling-out appropriate documentation. Employees must give the Human resources and payroll departments up to 10 days to process their request for payment of vacation benefits.

F. Certification and Fitness for Duty Requirements

Employees requesting family care, personal medical or military care leave must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite the employee's diligent efforts. Failure to timely provide certification may result in leave being delayed, denied, or revoked. In the Company's discretion, employees may also be required to obtain a second and third certification from another health care provider at Company expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

Employees requesting a military exigency leave may also be required to provide appropriate active duty orders and subsequent information concerning particular qualifying exigencies involved.

Employees requesting personal medical leave will also be required to provide a fitness for duty certification from their health care provider prior to returning to work.

G. Scheduling Leave and Temporary Transfers

Where possible, employees should attempt to schedule leave so as not to unduly disrupt operations. Employees requesting leave on an intermittent or reduced schedule basis that is foreseeable based on planned medical treatment may be temporarily transferred to another job with equivalent pay and benefits that better accommodates recurring periods of leave.

H. Health Insurance

The Company will maintain an employee's health insurance coverage during leave on the same basis as if he or she were still working. Employees must continue to make timely payments of their share of the premiums for such coverage. Payment of premiums is due the first day of the month for that month's premium(s). Failure to pay premiums within 30 days of their due date will result in a lapse of coverage. In this event, the Company will notify the employee that the payment was not received. The employee will then have 15 days to make a payment before the company will terminate the employee's benefit(s). At this point, the Company will initiate the COBRA process and the employee can elect or decline to continue their benefit(s) through COBRA. Alternatively, at the Company's option, the Company may pay the employee's share of the premiums during the leave and recover the costs of this insurance upon the employee's return to work. Coverage that lapses due to nonpayment

of premiums will be reinstated immediately upon return to work without a waiting period. In the event the employee is unable to return to work following FMLA leave and they have overpaid for their insurance benefits, then adjustments will be made and refunded. Under most circumstances, if an employee does not return to work at the end of leave, the Company may require the employee to reimburse the Company for the health insurance premiums paid during the leave.

I. Return to Work

Employees returning to work at the end of leave will be placed in their original job or an equivalent job with equivalent pay and benefits. Employees will not lose any benefits that accrued before leave was taken. Employees may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave. Employer may require a Fitness of Duty be completed prior to returning to work. Fitness of Duty requests will be made 15 days prior to the end of FMLA leave and are due 2 days before FMLA leave is exhausted. The Company will then review the report and make any determinations.

J. Spouse Aggregation

In the case where an employee and his or her spouse are both employed by the Company, the total number of weeks to which both are entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, a husband and wife employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed because of an employee's own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

K. General Provisions

Failure to Return: Employees failing to return to work or failing to make a request for an extension of their leave prior to the expiration of the leave will be deemed to have voluntarily terminated their employment.

Alternative Employment: No employee, while on leave of absence, shall work or be gainfully employed either for himself, herself, or others unless express, written permission to perform such outside work has been granted by the Company. Any employee on a leave of absence who is found to be working elsewhere without permission will be automatically terminated. Certain circumstances may permit alternative employment, please contact the Company to express those circumstances or submit your request in writing.

False Reason for Leave: Termination will occur if an employee gives a false reason for a leave.

7.15 Military Leave (USERRA)

The company complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (with amendments) and all applicable state law. Documentation of the need for the leave is required to be submitted to Human Resources. An employee returning from military leave of absence will be reinstated to his or her previous or similar job in accordance with state and federal law. You must notify your manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits and reinstatement upon return from military leave, please contact Human Resources.

7.16 Jury Duty Leave

Lew Thompson and Son Trucking, Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are an exempt employee, you will not incur any deduction in pay for a day of absence due to jury duty. You can also choose to make the time you miss up by working additional hours. If you are a nonexempt employee, you will not be compensated for time spent on jury duty. You may opt to use vacation in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against any employee who requests or takes leave in accordance with this policy.

7.17 Voting Leave

If your work schedule prevents you from voting on Election Day, the Company will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements.

7.18 Bereavement Leave

Lew Thompson and Son Trucking, Inc. recognizes the importance of taking leave on the occasion of a death in the family. Employees are entitled to use their vacation days for bereavement leave. Employee's must notify their Supervisor or Human Resources of their intentions.

7.19 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work related injuries. Workers' compensation insurance coverage is paid for by the employer and governed by state law. The workers'

compensation system provides for coverage of medical treatment and expenses, occupational disability leave, rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job, no matter how slightly, you are to report the incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You may be required to submit a medical release before you can return to work.

Please notify your supervisor or Human Resources if specific accommodations need to be made upon your return to work.

7.20 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by the Company and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

7.21 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible employees and their beneficiaries to continue health insurance coverage under the company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements. Upon the initiation of COBRA coverage the employee will receive a notice outlining the provisions of their COBRA coverage.

Please contact Human Resources to learn more about your COBRA rights.

8.0 Termination of Employment

Upon resignation or termination at Lew Thompson & Son Trucking, Inc. we have some procedures that we require to be followed by all exiting employees.

Resignation is voluntary employment termination initiated by an employee.

Termination is involuntary employment termination initiated by the Company.

Layoff is involuntary employment termination initiated by the Company for non-disciplinary reasons.

1. If you wish to resign, we ask that you notify your manager of your anticipated departure date at least two weeks in advance. Of course, as much notice as possible is appreciated by the Company and your co-workers. This notice can be made by telephone or by a written statement.

2. We ask that all employees turn in their company issued property including but not limited to: phones, tablets, keys, trucks (and all equipment that belongs in the truck), uniforms, and any other items that have been issued to you by the company for work related use.
3. Furthermore, any outstanding financial obligations owed will also be deducted from your final check. If your final check does not sufficiently cover the money owed to the Company, you will remain liable for that amount.
4. All drivers may be subject to additional obligations if equipment is abandoned, towed or other issues arise at the end of employment. Bills related to recovered equipment will be deducted from your final paycheck. Drivers who are terminating their employment should contact their dispatcher to determine where they should park the truck and trailer upon exiting to avoid these fines.
5. Except as required by law or by separate agreement, employee salary and benefits will end on the date of termination. Upon resigning from the Company, please continue to provide us with an accurate address for at least one year for tax purposes.
6. Please refer to Vacation Policy (7.11) under the "Vacation Upon Termination" clause for more information about vacation accruals upon different types of termination.

9.0 Safety and Loss Prevention

9.1 Drug-Free Workplace

Drug-Free Workplace Policy

The Company, in compliance with the federal Drug-Free Workplace Act of 1988, has adopted the following policy that must be adhered to as a condition of employment:

- The unlawful use, possession, manufacture, dispensation, or distribution of controlled substances in all Company work locations is prohibited.
- Any Company employee convicted of a criminal drug statute violation occurring in the workplace must notify his or her supervisor of the conviction within five days after the conviction. As required by the federal Drug-Free Workplace Act of 1988, the Company must inform contracting or granting agencies of such convictions within 10 days after receiving notification from the employee or otherwise receiving notice of a conviction.
- Upon receiving such notification, the Company, in conjunction with the location concerned, will take all steps necessary to assure the proper conduct of sponsored projects and programs. If a decision is reached to allow the affected employee to continue employment with the Company, the employee must participate in and satisfactorily complete an approved drug abuse assistance or rehabilitation program.
- For more information about drug testing and requirements for Class-A CDL holders or employees involved in safety sensitive functions, please see safety manual, which can be requested from the Safety Director, or Attachment "A".

Americans with Disabilities Act

In addition to complying with the federal Drug-Free Workplace Act of 1988, the Company must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA). Individuals who currently use drugs illegally are not individuals with disabilities protected under the ADA when an employer takes action because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

9.2 Policy Against Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Low Thompson and Son Trucking, Inc., we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your supervisor or Human Resources, in accordance with this policy, any behavior that compromises the Company's ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential,

except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for reporting a threat, or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline, up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources.

10.0 Closing Statement

10.1 Closing Statement

Thank you for reading our employee handbook. We hope it has provided you with an understanding of the Company's mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful company and a safe, productive, and pleasant workplace.

Josh Thompson, President

Lew Thompson and Son Trucking, Inc.

EMPLOYEE DRUG AND ALCOHOL TESTING POLICY

Attachment "A"

Lew Thompson & Son Trucking, Inc has an obligation to provide a safe and efficient workplace for our employees. Likewise, all employees have an obligation to the company and their co-workers to help keep the workplace safe and efficient. Therefore, the company will strictly enforce the following rules:

- A. Employees are subject to testing to detect the presence of prohibited drugs or substances and alcohol in their body, including, but not limited to:
1. Pre-employment testing
 2. Reasonable suspicion testing
 3. Random testing
 4. Post-accident testing
 5. Return-to-duty
 6. Follow-Up Testing

"Prohibited drugs or substances" are:

- Drugs or substances whose possession or sale is illegal; and
- Any prescription drugs or substances used in a manner, combination, or quantity contrary to the prescription, without a prescription, or contrary to directions.

Medical Marijuana

Arkansas's "Medical Marijuana Act" has allowed qualifying patients to obtain a medical marijuana card. The law does allow employers to restrict safety sensitive employees from using medical marijuana. Safety sensitive is defined as:

A person performing the position while under the influence of marijuana may constitute a threat to health or safety, including without limitation a position:

- That requires any of the following activities:
 - Carrying a firearm;
 - Performing life-threatening procedures;
 - Working with confidential information or documents pertaining to criminal investigations; or
 - Working with hazardous or flammable materials, controlled substances, food, or medicine; or
- In which a lapse of attention could result in injury, illness, or death, including without limitation a position that includes the operating, repairing, maintaining, or monitoring of heavy equipment, machinery, aircraft, motorized watercraft, or motor vehicles as part of the job duties.

Non-safety sensitive employees are not to be under the influence at work.

- B. Any prospective employee may be given a mandatory pre-employment drug test and will not be employed until the drug test results are received by the Designated Employer

Representative (DER). An employee cannot start work until the pre-employment drug test result is received.

- C. Upon the company's adoption of this policy, or at the point of hiring, each employee shall certify in writing that:
 - 1. The employee has been informed of and understands his or her obligations under the company's drug and alcohol testing policy.
 - 2. The employee understands that the use or possession of alcohol in any form is prohibition in the work place, and that there are restrictions on alcohol use for a period prior to reporting for work and after an accident;
 - 3. The employee understands that the possession or use of unauthorized or illegal drugs is prohibited at any time; and
 - 4. The employee understands that, as a condition of employment, the employee must submit to collection of breath, urine, and /or saliva samples when requested by the company or a contractor acting for the company and , also, that the employee may be subject to drug and/or alcohol testing in other circumstances including, but not limited to post accident and when the employer has reasonable suspicion to believe the driver has engaged in prohibited action concerning controlled substance and/or alcohol.

- D. Reasonable suspicion testing shall not be conducted until after a trained supervisor has observed said behavior and deemed test(s) are needed.

- E. Post-Accident testing maybe required when any of the following conditions are meet:
 - a. Employee is hurt and requires medical attention.
 - b. Employee causes an incident where someone else is injured and requires medical attention.
 - c. Employee causes damage to company property.
 - d. Employee causes damage to customer's property.

- F. The following shall result in immediate discharge:
 - 1. Refusal to take a mandated test for drugs and alcohol;
 - 2. A positive drug test result, (once the time limit for requesting a split sample test has expired, or upon receipt of a positive drug test result from the split sample test); or
 - 3. A positive alcohol test result.
 - 4. Donor was unable to provide enough sample within a 3 hour time without a medical explanation.

- G. Random Testing can be conducted as a blanket test or individual test based on the needs of the company. Employee's that are unavailable or absent for any test can be required to fulfill the intended test without notification.

- H. Employees whose initial drug test results are returned positive have a maximum of five days to contest the result. Any employee that contests or explains the result of the initial positive result must request testing of the split specimen. **Such second test will be at the employee's expense.** Employees whose initial drug test results are positive and who request a split sample will be suspended without pay until such time as the company's "Designated Representative" receives the results of the split sample test. A positive result from the split sample drug test shall result in immediate discharge. A negative result from the split sample drug test will validate the first drug test as invalid and the employee will be reinstated with back pay and reimbursement for the costs of the split sample test.

11.0 Acknowledgment of Receipt and Review

11.1 Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Lew Thompson and Son Trucking, Inc. Employee Policy Handbook and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the management or the Human Resources Department. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or effect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Lew Thompson and Son Trucking, Inc.

Please note it is the employee's responsibility to follow-up on policy revisions. By signing below, you agree that you will periodically refer to the revised employee handbook posted on the company website, and available via the HR department, for any revisions that may occur.

If I have any questions about the content or interpretation of this handbook, I will contact Human Resources.

Date _____ Signature _____

Print Name _____

