

# **Interstate Contracted Movers, LLC**

## **Driver Safety and Operation Policy**

Interstate Contracted Movers, LLC's Mission is to provide our customers with a reliable, responsive, and convenient, low-priced, professional packaging, storing, and relocating relocation service within our residential and commercial markets. It is our goal to make Interstate Contracted Movers, LLC the #1 moving company in America. We expect nothing less from the entire team than 100% customer satisfaction. It is the only acceptable way to run a business. When we adhere to this maxim, our services will exceed the expectations of our customers.

# **Interstate Contracted Movers, LLC**

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## **Driver Safety and Operation Policy**

### **Purpose**

Vehicle accidents are extremely costly in both human and economic terms. To protect our employees and the public, and to comply with the motor vehicle code of Nevada, Interstate Contracted Movers, LLC has adopted this policy setting out minimum qualifications for commercial drivers and safe driving practices.

### **Driver Qualifications**

Employees must have explicit permission before operating any Interstate Contracted Movers, LLC owned vehicle. To satisfy the minimum qualifications to operate Interstate Contracted Movers, LLC vehicles, a driver must:

- a) Be at least 21 years of age;
- b) Have no more than one moving violation on their driver's license; and
- c) Be licensed to operate the specific vehicle

Drivers of commercial vehicles are subject to additional requirements (see Commercial Vehicle Driver Qualifications, below). Depending on the employee's job, the vehicle in question, and the type of materials the employee is required to transport, employees may have to satisfy other state and federal requirements.

### **Commercial Vehicle Driver Qualifications**

The U.S. Department of Transportation (DOT) defines commercial vehicles as any of the following:

- Vehicles rated to transport more than 15 passengers, including the driver;
- Vehicles with gross weight ratings over 26,000 pounds (including combination vehicles with trailers of over 10,000 pounds); and
- Vehicles of any sized carrying hazardous materials requiring placarding

Employees who are expected to operate any of these vehicles in the course of their work must hold a commercial driver's license (CDL).

In addition to the requirements listed in the previous section, commercial drivers must:

- Provide the company with a list of traffic citations received in the past three years, excluding parking tickets,
- Provide the company with a detailed work history of employment in which they operated a commercial motor vehicle over the past 10 years, including the names, addresses and telephone numbers of employers;
- Notify their supervisors as soon as possible following any accidents or charge of any traffic related offenses (excluding parking tickets), whether the accident or traffic violation occurred on or off the job; and
- Notify their supervisors as soon as possible if their license is revoked or suspended, or if they become disqualified to operate a commercial motor vehicle for any other reason (such as a disqualifying medical condition).

Interstate Contracted Movers, LLC will request the driving records from Nevada Department of Motor Vehicles for each employee responsible for operating commercial motor vehicles. All records will be kept confidential.

### **Safe Driving Practice**

When operating a motor vehicle private or Interstate Contracted Movers, LLC owned, while on Interstate Contracted Movers, LLC business, all employees must:

- Observe all traffic rules and regulations, including speed limits;
- Ensure that all vehicle occupants wear seat belts;
- Never transport unauthorized passengers, unless with prior specific authorization from their supervisor;
- Never allow passengers to ride in a trailer or truck bed or in any part of the vehicle not designed for passengers;
- Report any accidents to their supervisor and to local law enforcement officials.

Drivers should notify their supervisors immediately when vehicles safety features are not operating properly.

All employees should drive defensively and maintain a high level of alertness. In inclement weather, drivers should increase following distance, reduce speed; and avoid sudden braking that could cause the vehicle to skid. Finally, drivers must exercise special care in areas with pedestrian and bicycle traffic.

## **All Accidents**

Every driver involved in an accident from which there results injury to or death of any person or persons, or property damage of any, regardless of the amount shall:

- a) Stop immediately;
- b) Take all necessary precautions to prevent further accidents at the scene;
- c) Render all reasonable assistance to injured persons;
- d) Give to any person demanding the same, his name and address and the name and address of Interstate Contracted Movers, LLC;
- e) Report all details of the accident as soon as possible to their supervisors.

## **Inspection Reports**

The driver of any motor vehicle receiving a D.O.T., State police, State Motor Vehicle, or any other official inspection report shall deliver such report to Interstate Contracted Movers, LLC upon his arrival at the next terminal or facility of the motor vehicle.

## **Driver Vehicle Inspection Report**

Every driver must prepare a vehicle inspection report in writing at the completion of each days work on each vehicle he operates. The report shall identify the motor vehicle and list any defect or deficiency discovered by or reported to the driver, which would affect safety operation of the motor vehicle or result in its mechanical breakdown or indicate no such defects or deficiencies were discovered by or reported to the driver.

Vehicle inspection reports shall cover at least the following parts and accessories.

1. Service Brakes including trailer brake connection
2. Parking (hand) brake
3. Steering mechanism
4. Windshield wipers
5. Rear vision mirrors
6. Coupling devices
7. Tires
8. Horn
9. Wheels and rims
10. Emergency equipment
11. Lighting devices and reflectors

A copy of the vehicle inspection report prepared by the last driver of the vehicle must be carried on the vehicle.

Each driver must review the previous inspection report carried on the vehicle before operating it, and sign the report to acknowledge he has reviewed it.

Interstate Contracted Movers, LLC must certify on the vehicle inspection report which list any defect or deficiencies that the defect or deficiencies have been corrected or that correction is unnecessary for safe operation.

### **Log Falsifications**

Failure to complete the Daily Log, failure to preserve a Daily Log, or making false reports in connection with the Daily Log shall make the driver and/or Interstate Contracted Movers, LLC liable to prosecution under Federal Regulations.

Every driver can avoid the enforcement exposure of the above requirements by:

1. **Preparing the Daily Log and keeping it current.** Do not wait until the end of the day, or worse, until the end of the trip to prepare your log.
2. **Check toll receipts for date and time entries and make certain your log is in harmony.** These receipts are always compared when verifying the accuracy of the log.
3. **Check delivery receipts, detention receipts, port of entry permits, date and time stamped bills of lading, D.O.T., State vehicle inspection reports, accident reports, etc.** All of the items mentioned above are routinely checked for dates and times to further verify the accuracy of the log. It is vital that these records all agree with one another and are in harmony.

**The Hours of Service Law is reasonable....** it is designed to protect the driver and the public. Your log must be perfect reflection of your daily activities.

Prepare your log as if your profession, your job and your very life depended on it... **It just may.**

### **On-Duty-Time Defined**

**On duty time** means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. On-duty time shall include:

1. All time Interstate Contracted Movers, LLC shipper plant, terminal facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the motor carrier.
2. All time inspecting equipment, servicing, or conditioning any commercial motor vehicle at any time.
3. All driving time when on duty time.

4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
6. All time repairing, obtaining assistance, or remaining in attendance upon a disable vehicle.
7. All time spent providing a health sample or urine specimen, including travel time to and from the collection site, in order to comply with the random, reasonable, suspicion, post-accident, or follow-up testing when directed by Interstate Contracted Movers, LLC.
8. Performing any other work in the capacity of, or in the employ or service of, a common, contract, or private motor carrier.
9. Performing any compensated work for any non-motor carrier entity.

### **Meal, Rest & Routine Stops**

A recent interpretation by the Department of Transportation outlines the circumstances under which **Meal, Coffee and other Routine Stops** by a driver while he is **Enroute** to a destination **May be Logged as Off-Duty**. Accordingly, a driver may log the duration of a routine enroute stop as Off-Duty Time under the following conditions.

1. **During the Routine Stop** you are relieved of all duty and all responsibility for the care and custody of the vehicle, its accessories and cargo. You are not, however, relieved of the responsibility of utilizing safe and proper parking procedures before leaving your unit to avoid any possible theft or unintentional rolling away of your unit.
2. **The duration of your routine enroute stops is limited to** 10 minutes for each tour of duty (rest periods of less than 10 minutes duration are considered insufficient to achieve a substantial reduction in your fatigue, therefore must be logged on-duty).
3. **During the Stop**, and for the duration of the stop, you are at liberty to pursue activities of your own choosing.

This interpretation deals solely with characterization of meal stops or other routine stops while enroute. It does not deal with characterization of stops at a Interstate Contracted Movers, LLC terminal or premises.

In connection with latter, time spent at any of your terminals, or at Interstate Contracted Movers, LLC premises **waiting to be dispatched may also be logged off-duty** provided:

- A. You have been relieved of duty by your dispatcher
- B. You enter on your log **above the Off-Duty Line** the initials of the dispatcher authorizing the off-duty period.

Every driver is reminded that the relief from duty outline above is intended solely to provide an opportunity to rest and relax from the rigors connected with the operation of a commercial motor vehicle. If our experience indicates the intended purpose is not being served, it may be withdrawn.

### **Disciplinary Action**

Employees who fail to comply with any requirements in this policy may be subject to immediate discipline up to and including termination of employment.

Employees in positions requiring commercial driver's license must maintain an acceptable driving record. The following violations may result in termination of driving responsibilities or termination from the company:

- Driving under the influence of alcohol or any drug that impairs driving abilities;
- Refusing to submit to required drug or alcohol testing or refusal to cooperate with alcohol and drug testing procedures;
- Using any motor vehicle in the commission of a felony;
- Unlawfully leaving the scene of an accident;
- Unlawfully transporting a controlled substance or hazardous material;
- Committing a misdemeanor within the previous 24 months resulting in driver's license revocation or a felony at any time resulting in driver's license revocation;  
or
- Receiving a citation or a conviction for one or more major traffic offense within the previous 24 months, including reckless driving, careless driving, or other major moving violation.

# **INTERSTATE CONTRACTED MOVERS, LLC**

## **Drug and Alcohol Policy**

### **For Use with DOT Regulated Employees**

Federal regulations require that employers conduct alcohol and controlled substances testing of drivers who operate commercial motor vehicles, mechanics, and supervisors with a commercial driver's license who fill in. For the purpose of this policy the term employee will be referred to as "driver" and employer, Interstate Contracted Movers, LLC, will be referred to as "Company". This policy provides guidelines for circumstances under which Federal Motor Carrier Safety Administration (FMCSA) and the United States Department of Transportation (DOT) mandated testing must be conducted. Of course, all the details of every possible situation can not be anticipated, so the Company reserves the right to determine the appropriate application of this policy and general employment policies to any particular case.

Employees covered by this policy have been provided a copy of these FMCSA/DOT provisions and by your signature, you are verifying that you have read and understand the policy. **Drivers should note that in addition to the required DOT regulations they are also subject to the Company's drug and alcohol policy and all other policies and procedures as applied to all employees.**

**The Company expects all drivers to work drug and alcohol-free at all times.** If you have any questions about this policy, contact your supervisors.

The following conditions and activities are expressly prohibited:

The manufacture, or sale, or use, or possession of alcohol, any controlled or illegal substances (except strictly in accordance with medical authorization) or any other substances which impair job performance or pose a hazard, when use or possession occurs on Company premises or property, or during work time, or while representing the Company in any work related fashion.

No employee shall:

1. Report to work having consumed an intoxicating beverage, regardless of its alcoholic content, or be under the influence of an intoxicating beverage, or use illegal drugs or controlled substances at a time, or in such quantities, or in a manner that may impair work performance.
2. Consume an intoxicating beverage, regardless of the alcoholic content, or be under the influence of an intoxicating beverage, or use illegal drugs or controlled substances while on duty, or operating, or in physical control of, a motor vehicle or
3. Be on duty or operate a motor vehicle while he possesses an intoxicating beverage, regardless of its alcoholic content or use illegal drugs or controlled substances. However, this subparagraph does not apply to possession of an intoxicating beverage, which is manifested and transported as part of a shipment.

**Prescription Medications:** No driver may possess any prescription medication or report to work while using any prescription, except when he/she is under a doctor's care and the doctor has advised the driver that the substance does not affect his/her ability to operate a commercial motor vehicle. The use of medication that could affect a driver's safe job performance is prohibited while working. The driver shall report to his supervisors, the use of any prescribed medication and, without identifying the medication, shall provide a certificate from the driver's doctor that the use of the medication will not impair the ability to safely perform his/her duties. If, as a result of testing under this policy, the driver is found to have the presence of controlled substances in the body which is a result of the use of his/her legally prescribed medication that has not been reported, the driver shall be removed from service without pay until it is determined that the use of medication will not impair his/her ability to safely perform assigned duties.

### **Alcohol and Drug Problems**

In some cases alcohol and drug abuse can be a result of chemical dependency that can be successfully treated with professional help. Drivers who are having problems with alcohol or drug use are encouraged to seek voluntary counseling and treatment. It is the driver's responsibility to seek help when needed, and to do so before substance abuse causes problems on the job or result in disciplinary action.

Normally the Company will:

1. Not take adverse action against a driver making a voluntary admission of alcohol misuse or controlled substances use provided that the admission occurs before the employee has been subject to disciplinary action or the use/misuse has affected job performance;
2. Allow the driver sufficient opportunity to seek an evaluation, education or treatment to establish control over the employee's drug or alcohol problem;
3. Permit the employee to return to safety sensitive duties only upon successful completion of an educational or treatment program, as determined by a substance abuse professional.

### **Controlled Substances and Alcohol Testing**

Drivers will be subject to testing as follows:

**Pre-Employment:** Drivers will be tested for controlled substances unless the applicant participated in a DOT testing program within the past 30 days and:

1. Passed a DOT controlled substance test within the past six (6) months; or
2. Was subject to DOT random controlled substance testing program for the previous 12 months; and
3. Has not violated any prohibitions of 49 CFR Part 382 within the past six (6) months.

A driver/applicant who tests positive on a pre-employment test will not be hired and is not eligible to reapply for employment with the Company. In addition, an applicant who has tested positive on any other employer's DOT mandated pre-employment drug test must provide documentation of the applicant's successful completion of DOT return-to-duty requirements (i.e. an evaluation by a substance abuse professional, education and/or treatment, and a negative DOT pre-employment test all of which meet the requirements of 49 CFR Part 40). The driver/applicant will be responsible to pay for the pre-treatment evaluation, education and/or treatment.

**Post-Accident:** As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, each surviving driver shall be tested for controlled substances and alcohol:

1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life (fatality); or
2. The driver received a citation for a moving violation and the accident involved bodily injury to any person who, as a result of the accident immediately receives medical treatment away from the scene of the accident; or
3. The driver received a citation for a moving violation and the accident involved on or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

A driver may not consume alcohol for eight (8) hours following an accident that requires the DOT alcohol test. The alcohol test must be completed within two (2) hours of the accident, if not the driver must advise the Company the reasons for the delay, and shall continue to have the test conducted up to eight (8) hours following the accident. After eight (8) hours to attempt to test will be ceased, the driver must again provide the reasons for the test not being administered.

A controlled substances test shall be administered as soon as practicable up to 32 hours following the accident. After 32 hours the attempt to test will be ceased, the driver must provide the reasons for the test not being administered promptly. A driver must remain readily available for testing, or may be deemed by the Company to have refused to submit to testing.

Any employee involved in any commercial motor vehicle resulting in an injury requiring immediate medical attention away from the accident scene, regardless whether a citation has been issued; or any vehicle required to be towed away because of disabling damage, regardless whether a citation has been issued will be subject to testing.

Testing will be to determine the presence, use, or any involvement with alcohol or drugs unless the Company determines, at its discretion, that the accident could not have been caused by or related to alcohol or drug use.

The driver will submit to an alcohol test within eight (8) hours and a controlled substance test within 32 hours of the accident. The driver must advise the collection site and alcohol testing personnel that the test being required is a company required test not a mandated DOT test.

As soon as possible after the accident, the driver shall notify their immediate supervisor of the accident. The driver should not delay testing in the event he/she is unable to contact their immediate supervisor. Testing will be conducted under the guidance previously stated.

**Reasonable Suspicion:** Drivers will be tested for alcohol and/or controlled substances whenever the employer has reasonable suspicion that the driver has violated any of the drug and alcohol policy (for example, if the employers observes physical signs of drug or alcohol use, such as slurred speech, unsteady gait, dilated pupils, odor of alcohol or controlled substances, etc.; or if observed unusual behavior suggesting the use of controlled substances or alcohol in violation of Company policy). Drivers required to be tested under reasonable suspicion testing will be removed from performing safety sensitive functions pending the outcome of the test result (s) and be transported to the testing facility by the Company.

#### **Failure to Cooperate**

Employees who are subject to this policy are expected to comply fully with any required testing. Failure to do so (including, for example, refusing to sign consent or refusing to test, obstructing the testing process, failing to make yourself available for a required test, failing to provide an adequate sample for testing, attempting to adulterate or substitute a specimen, or in any way tampering with a required test, failure to empty pockets as requested by collection site personnel) will cause the driver to be immediately relieved from performing safety-sensitive functions, and will also be considered a violation of Company policy that will subject the employee to discipline, up to and including termination of employment. The Company also reserves the right to involve the law enforcement officials for any conduct, which it believes, might be in violation of State or Federal law.

#### **Confidentiality**

Records required under this policy, including test results, will be maintained in a secure location with controlled access. Each driver, shall upon written request, be entitled to receive copies of his/her own records, and to have copies of his/her records made available to any subsequent employer. Information may also be disclosed to the relevant State or Federal agencies or in connection with judicial administrative or related proceedings (e.g., grievances and arbitration) initiated by or on behalf of the driver.

#### **Evaluation and Referral**

DOT regulations require that any driver who violates the alcohol and controlled substances rules of 49 CFR Part 382 be advised of available evaluation resources and be evaluated by a Substance Abuse Professional. The driver must complete an appropriate

education and/or treatment program before being eligible to return-to-safety sensitive duty.

Before returning to performing safety-sensitive functions for any DOT employer a driver must be tested for controlled substances with a verified negative controlled substances test result and/or alcohol with a test result less than 0.02 alcohol concentration. The driver will be subject to follow-up testing of at least six (6) tests in the first 12 months of returning to duty, and follow-up testing may continue for five (5) years.

### **Consequences**

Under normal circumstances, employees violating this policy or Federal Regulations will be suspended from performing any safety-sensitive functions with a commercial motor vehicle as defined by this policy and will be subject to disciplinary action up to and including termination of employment. Under some circumstances, however, we may agree to return an employee to performing these functions following treatment and rehabilitation. Where that occurs, the employee must pay the cost of the pre-treatment evaluation and any treatment. The Company medical plan may cover a portion of the costs associated with the pre-treatment evaluation and treatment however, uncovered costs of the pre-treatment evaluation and treatment are the employee's responsibility to pay. The Company will pay the cost of any follow-up controlled substances or alcohol testing required by 49 CFR Part 382.

Where, at the Company's discretion, an employee is returned to work, the driver will be required to enter into a Las Chance Agreement and to submit to unannounced follow-up testing for controlled substances and/or alcohol as directed by the Substance Abuse Professional in order to continue to perform safety-sensitive functions and operating a commercial motor vehicle requiring a CDL.

**Interstate Contracted Movers, LLC reserves the right to take disciplinary action up to and including termination for violation of the Company drug and alcohol policy where and when we deem it appropriate.**

**CERTIFICATE OF RECEIPT**

**I hereby certify that on the date shown below I received and read a copy of Interstate Contracted Movers, LLC Driver Safety and Operations Policy and the Alcohol and Drug Policy. I understand and agree to comply with these policies. I further understand that I may be permanently released from my employment with Interstate Contracted Movers, LLC if I do not comply with these policies.**

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**EMPLOYEE-PRINT NAME**

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**EMPLOYEE-SIGNATURE**

**DATED:** \_\_\_\_\_