



# OWNER OPERATOR AND AGENT DRIVER HANDBOOK

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SUPERSEDES ALL PREVIOUS VERSIONS

As Prepared by Safety Department

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# I. INTRODUCTION

## WELCOME TO M&J INTERMODAL

We would like to take this opportunity to thank you for your contract with M&J INTERMODAL, and welcome you to the company. We are growing company with many opportunities, and working as a team we can provide a high level of service and realize a high level of success, safely.

As a contractor of M&J INTERMODAL it is important to understand that together, we provide a service to a wide variety of customers and businesses. Our contractors are hired as more than staff, but as professional businesspeople providing a service to us, in the same manner that we provide service to our customers. Our customers have expectations of us, and as representative of us, we also have expectations of you. As within any organization, it is important that policies and procedures are followed to ensure this level of service. While the company strives to work and grow, contractors must understand that the workload is determined by the customer and company needs.

M&J INTERMODAL is aware of the needs of contractors as to preference of delivery areas, customer interaction, and home location. Whenever possible we will attempt to schedule deliveries with these points in mind, however, every driver is expected to take a dispatch when available, even if the dispatch does not meet their personal preference. This is necessary to service our customer.

We monitor contractor performance level, on time delivery, customer interaction, and willingness to accept dispatches. When a contractor continues to fall below expected levels, or continually disregards our policies and procedures, they jeopardize our standings with customers. In an effort to reduce confusion and misunderstandings, the following outline of what we expect will help you understand our relationship to service customer commitments, as well as a brief discussion of some of the policies and procedures.

While it is not possible to discuss every situation, this will give you a good generalization. If at any time a conflict occurs, you are expected to follow the established procedure and communicate with company staff until a resolution or a change of policy can be established. Always, your input, experience and common sense are important to our growth and your suggestions and comments are welcome. By working together we can overcome any obstacles that may occur and make M&J INTERMODAL an enjoyable and rewarding work environment.

## CORPORATE SAFETY STATEMENT

It is the policy of M&J INTERMODAL That operating a safe company, with safe working environments for all employees and contractors, is at least as important a business mission as customer service. The owners and top management of M&J INTERMODAL recognize that the safety and health of our contractors and protection of the general public are paramount to our business success.

At M&J INTERMODAL the Director of Safety is charged with steering the safety program and has the authority to use a variety of methods to monitor safety, regulatory compliance, and investigate accidents. The Director of Safety will develop policies and training programs and help correct unsafe behaviors and conditions in the workplace and on the road.

**In addition to the above, the owners and top management of M&J INTERMODAL pledge to:**

- Provide a safe working environment for all employees and contractors
- Provide training opportunities and resources regarding safe procedures and work habits
- Provide the tools and equipment needed to accomplish each job task safely
- Provide funding, as needed, to accomplish the above goals

**In return, the following is expected of every employee and Independent Contractor at M&J INTERMODAL:**

- All employees and Independent Contractors must work in a safe manner at all times
- All employees and Independent Contractors must be familiar with - and abide by - all company safety policies, as well as federal, state and local regulations that govern safety in their work area
- All contractors must assist the Director of Safety and supervisors in the identification and correction of workplace hazards.

Safety will always have priority at this company over expediency or shortcuts. At no time will a compromise of the regulations or company policies that govern safety will be acceptable.

## **DISCLAIMERS**

### *CONTRACT AT-WILL STATUS*

Contractors of M&J INTERMODAL (“The Company”) are not hired for any specific term. Accordingly, their contractual relationships with the company are “at-will” relationships. Contract at-will means, for the purposes of this manual, that contractors are free to resign from their positions at any time, with or without cause, upon oral or written notice to the company. Similarly, the company may end or terminate the contractual relationship with any contractor, or change an employee’s status with or without cause, for any reason or no reason, subject only to applicable laws (such as the laws against discrimination), upon oral or written notice to the contractor. The decision to stay or to leave, whether it is the contractor’s decision or the Company’s, is in the sole discretion of the party making that decision.

The company does not intend that anything in this handbook constitutes an employment contract, or an offer of an employment, express or implied, or that this handbook be in any way deemed by any person, including the Company or any employee, to create any legally binding rights to continuing employment or to specific terms or conditions of employment. The company will apply such policies and practices to particular situations as it deems to be in the best interests of the company.

No persons other than the President of the company can enter into an agreement for employment for a specified period of time, or make any agreement or representation contrary to this employment-at-will policy. Further, any such agreement must be in writing, and signed by the president and the employee.

### *CURRENCY – MODIFICATION*

This handbook is presented to drivers purely for information. The Company reserves the right to alter, update, change, modify, remove, and substitute any provisions and policies in this handbook at any time, with or without notice to the contractor. Changes to the policies will be at the discretion of the Company, and updated versions of the handbook will supersede all previous versions of the handbook in circulation.

It will be the responsibility of the employee to update their handbooks accordingly. Handbooks will be available at the request of the contractor, in digital or hard copy form. The most updated handbooks will be made available on the Company website.

### *ERRORS AND OMISSIONS*

Although every effort is made to ensure the accuracy of information shared in this handbook, the information may inadvertently contain inaccuracies or typographical errors. This handbook does not serve as an exhaustive list of all company policies and procedures, but is intended to be purely informational and as a generalization of policies the contractor will be expected to follow. This handbook may contain errors or omissions of policy, and the company reserves the right to fix or place policy in future versions of the handbook. Contractors are permitted and encouraged to ask any questions they have in reference to this handbook, both before they receive it and after.

## **DRIVER JOB DESCRIPTION**

**JOB SUMMARY OR PURPOSE:** To transport and deliver freight by driving diesel powered tractor trailer combinations.

### **JOB DUTIES:**

- Hook and unhook trailers from the tractor itself, including cranking lever to raise and lower landing gear on semi-trailers.
- Inspect truck for defects and safe operating condition before, during and after trips and submit a written report on the condition of the truck in accordance with Dept. of Transportation regulations.
- Check shipping papers to determine the nature of load and to check for the presence of hazardous materials.
- Remove spare tire from rack and return flat to rack.
- When hazardous materials are present
  - Check for proper preparation of shipping papers
  - Check for agreement between information on shipping papers and markings and labeling on freight
  - Ascertain that vehicle is properly placarded
- Install and remove tire chains as required by weather conditions or when directed to do so by Operations.
- Drive truck to destinations in accordance with, and maximizing the use of Federal Hours of Service regulations.
- Apply knowledge of commercial driving and skills in maneuvering vehicle at varying speeds in difficult situations, such as heavy traffic, inclement weather or in tight loading dock areas.
- Ensure that all shipping documentations (e.g., manifest, bills of lading, shipping orders, etc.,) required to move with shipments are available for inspection and that appropriate paperwork accompanies shipment when delivered.
- Maintain records required for compliance with State and Federal regulations including driver's logs, roadside inspections, records of fuel purchases, mileage records, and other records required by law.
- Perform all duties in accordance with company policies and procedures, and comply with all Federal, State, and local regulations for the safe operation of a commercial motor vehicle.
- Report all accidents involving driver or company equipment.
- Report highway safety hazards noted en route
- Promptly report any delays due to breakdowns, weather or traffic conditions or other emergencies, or in the event of irregularities relating to pickup or delivery of cargo.

### **ACCOUNTABILITIES:**

- Safe and legal operation of a commercial motor vehicle.
- Safe and timely transportation of freight from origin to destination.
- Demonstrate professional representation of the company and the trucking industry by practicing good hygiene habits, wearing clean and appropriate clothing and by using responsible driving habits.

**ELIGIBILITY REQUIREMENTS:**

- Must possess a valid Commercial Driver's License from the state resided in.
- Must meet minimum hiring standards.
- Must have the ability to read, write and perform simple mathematical calculations with the mental ability to handle receipts, read maps, road signs, maintain logs, etc.
- Must have working knowledge of DOT regulations governing safe driving, hours of service, inspection and maintenance, and transportation of hazardous materials.
- Must be available for around the clock trips to accommodate freight movements and must be able to be away from home for extended periods of time.
- Must meet or exceed the medical standards of the U.S. Dept. of Transportation.
- Must satisfactorily pass drug/alcohol tests.

**PHYSICAL REQUIREMENTS:**

- Must be able to sit and remain alert while driving for periods of time up to the maximum allowable driving time governed by the Hours of Service Regulations.
- Must be able to shift a manual transmission and operate foot pedals.
- Must be able to enter/exit the vehicle's cab 2 to 10 times a day. Cab floor is generally from 36 to 48 inches above ground level, with entry and exit achieved with the assistance of various configurations of steps and handholds, also requires occasional bending, twisting, climbing, squatting, crouching and balancing.
- Must be able to occasionally reach above shoulder level, at waist level and below waist level for maneuvering and directing the controls to operate the truck.
- Must be able to install and remove tire chains when required due to inclement weather.
- Must be able to spend at least 5% of the day standing and 5% of the day walking on surfaces such as concrete, wood and metal, and sometimes on slippery and wet surfaces.
- Must be able to hook/unhook various commercial vehicle combinations, manually lower and raise landing gear, operate the fifth wheel release lever, lock and release pintle-hooks, attach and release safety chains, open and close cargo doors, enter into and out of vehicles, fuel vehicles and check engine oil and coolant levels.
- Must possess a full-range of physical motion and mobility and demonstrate a proper reaction timing when maneuvering a unit or reacting to unexpected safety situations.

**WORK ENVIRONMENT:**

- Drivers may spend 1%-5% of time out of doors, exposed to potentially difficult environmental conditions, such as extreme cold, snow, extreme heat, rain, wind, and other inclement weather.
- Drivers may be subject to irregular work schedules, temperatures and weather extremes, long trips, short notice for assignments, tight delivery schedules, delays en route and other stress and fatigue related to driving a large commercial motor vehicle on crowded streets and highways in all kinds of weather.
- Drivers typically spend 90%-95% of on-duty time in the truck. While driving, operators are exposed to noise and vibration levels, which may be higher than those typically experienced in passenger cars.

Statements included in this job description do not necessarily represent an exhaustive list of all responsibilities, skills, duties, requirements, efforts or working conditions associated with the job. While this is intended to be an accurate reflection of the current job, management reserves the right to revise the job or to require that other or different tasks be performed as circumstances change.

## **DRIVER REFERENCE ACKNOWLEDGEMENT**

This reference manual is intended to inform you, the driver, of general company policies, practices, and programs. These are not all the policies, but do represent a general overview. If you ever have a question about the company policy on a subject, please contact your Operations Manager or the Safety Director.

## **CONTRACTOR ACKNOWLEDGEMENT**

I understand that I am an “at will” contractor of the Company and, accordingly, I have the right to terminate my contract at any time, for any reason. Likewise, the company retains a similar right to terminate my contract. I understand no manager or supervisor has any authority to vary by contract, or otherwise, my contract-at-will relationship with the company. The President of the Company has such authority, provided the variance is contained in a written instrument, captioned on its face as an contractual agreement, and is executed by both the President and me.

I further understand that the driver policies and practices of the company are subject to interpretation, modification, revocation, suspension, termination, or change by the company at any time, with or without notice. Furthermore, the policies and procedures contained in this handbook do not constitute a contract between myself and the company. I understand the company will apply such policies and practices to particular situations as it deems to be in the best interests of the company.

During orientation, the policies in this manual were covered and discussed at length. Updates are made automatically to this manual from time to time. Therefore, employees will be expected to keep this handbook current. I understand that I am responsible for adhering to policy at all times.

By accepting a contractual agreement at M&J INTERMODAL, and by receiving this handbook, I agree to the above terms.

## **CONTRACTOR DEDUCTION AGREEMENT**

I understand that any one of my fellow non-managerial employees who is on the M&J INTERMODAL Safety Committee will be my representative for the purpose of determining if any loss, equipment damage, property damage, freight damage, service call, or injury is due to my negligence or carelessness, for which a deduction may be made for any wage due or earned by me.

### ***INCIDENTS***

I know and agree that if it is determined that any loss, including off route or unauthorized miles, property damage, or injury is determined to be due to my negligence or carelessness M&J INTERMODAL may deduct costs related to the incident from my pay.

### ***SHORTAGE, DAMAGES, AND CLAIMS***

I know and agree that M&J INTERMODAL may deduct from my wages cost for any freight damage, shortage or claim if it is determined that such damage, shortage or claim is due to my negligence or carelessness.

### ***FINES, TOW, IMPOUND***

I know and agree that M&J INTERMODAL will deduct the amount of the overweight/over length/log, etc. violations, tow or impound fees from my wages if the fine is advanced by M&J INTERMODAL

By accepting contractual agreement at M&J INTERMODAL, and by receiving this handbook, I agree to the above terms.



## MINIMUM DRIVING STANDARDS FOR M&J INTERMODAL

The following section is the minimum requirements to be hired or contracted by M&J INTERMODAL. For an applicant to be considered qualified, they must satisfy all of the following qualifications and circumstances. Any deviation from this qualification list must either be a disqualifying factor, or must be supplemented by additional training or counseling by safety prior to hiring. Not all qualifications are negotiable or counsel-eligible. The safety director will approve all counsel requests from recruiting.

### BASIC QUALIFICATIONS

- Driver must be 23 years of age or older
- Driver must be able to read, speak and write in English
- Driver must possess a CDL Class A License
  - Driver must have 2 years recent CDL-A Trucking Experience
  - Driver must have at least 6 months of Intermodal experience
- Driver must provide a complete 10 year employment history
- Driver must explain any discharges from previous employers
- Must be medically certified with SDLA as **NON-EXCEPTED INTERSTATE**
- Stable work history (See matrix). Anything outside of this matrix must be approved by Safety Director

Experience	Allowable jobs
0-1 years	1 to 2 jobs
2-3 years	3 to 4 jobs
3-5 years	4 to 5 jobs
5-7 years	5 to 6 jobs
7 -10 years	No more than 8

### DRUG AND ALCOHOL

- Driver must have no DUI/DWI in the last 5 years (truck or personal vehicle)
- No history of positive or refused drug/alcohol test, lifetime
- Must have negative pre-employment drug screen before dispatch. Negative dilute re-test allowed one-time only

### SAFETY AND INSPECTIONS

*Driver must have none of the following violations in the past 3 years*

- Reckless Driving / Careless Driving: Lifetime Disqualifier
- Speeding 15mph or more over the posted limit
- Following too closely
- More than 4 total moving violations
- More than 3 preventable accidents/incidents
- And DOT reportable accidents (must be approved by safety)
- Lane violations or speeding 6-14 MPH over the posted limit in the past 12 months

**ACCIDENTS**

- Any driving fatality – Disqualified (lifetime)
- Any DOT preventable accidents charged to applicant in last 3 years must be approved by Safety director accompanied with accident report
- 2 non chargeable DOT reportable accidents in past 2 years must be approved by Safety Director accompanied with accident report

**SUSPENSIONS**

- Current suspensions are an automatic disqualifier
- Past administrative non-driving suspensions (missed court, child support, parking tickets, insurance) MAY be accepted at discretion of Safety director.

**FELONY / MISDEMEANOR CONVICTIONS**

- Felony Convictions must be reviewed against the Felony Guidelines (below)
- Misdemeanor convictions must be minimum of 12 months old
- Parole & Probation – If conviction is acceptable based on felony guidelines, conditions will be reviewed by Safety Director

<b>FELONY GUIDELINES</b>	
<b>ALLOWABLE FELONY CONVICTIONS (MUST BE OLDER THAN 5 YEARS, ONLY 1 LIFETIME)</b>	
POSSESSION OF CONTROLLED SUBSTANCE	
CREDIT CARD ABUSE	
DOMESTIC VIOLENCE	
DESERTION AND ABANDONMENT (OF A CHILD)	
DWI, DUI, OUI (MAY ONLY HAVE 1 FELONY CONVICTION LIFETIME)	
<b>REVIEWABLE (IF OLDER THAN 10 YEARS, ONLY 1 LIFETIME)</b>	<b>NOT REVIEWABLE, DISQUALIFIED (LIFETIME)</b>
Theft (Any)	Armed Robbery
Burglary (Any)	Aggravated Assault (Intent to Kill)
Sexual Assault	Rape
Aggravated Assault (serious bodily injury)	Murder
Aggravated Assault (with deadly weapon)	Kidnapping
Fraud	
<b>Note: any felony not present on the list must be reviewed by Safety Director</b>	

# II. OPERATIONS

## **CUSTOMER RELATIONS / PROFESSIONAL BEHAVIOR**

Customers, coworkers and vendors are to be treated with respect and consideration at all times, regardless of circumstance. Disrespect from contractors of M&J INTERMODAL will not be tolerated at any level. Every employee and contractor is a representative of M&J INTERMODAL and must therefore do all in their power to leave a good impression with customers, vendors, and the general public. This includes your actions while driving; your actions when on customer property; delivering freight on time to correct locations; your actions when picking up or dropping off containers at rails or ports; your actions when speaking to dispatch, operations or safety; and any other time when you may be in contact with someone who may get an impression on M&J INTERMODAL as a direct result of your actions. If a driver has a problem with a customer, vendor or co-worker, they are instructed to report it to their dispatch team or operations manager.

## **IN-HOUSE POLICIES**

### *EMPLOYEE, CONTRACTORS, DISPATCH, AND MANAGEMENT RELATIONS*

No one will be permitted to harass office/shop employees or management. There will also be no fighting allowed between contractors. Any contractor who believes he/she has been mistreated should contact the Director of Operations, Safety Director or dispatch department personally to discuss and resolve the problem.

No driver is hired to do only a "specific" job or run. They may be assigned work or a designated weekly run as work permits. When freight patterns change, or for other reasons, drivers may be required to make different runs than their usual. Drivers may request certain runs, and as business permits may be granted those requests. A contractor refusing dispatch once already accepted, or abandoning a trailer, which includes dropping equipment or a load at a terminal or elsewhere without permission from management, will be subject to disciplinary action up to and including termination. In the case of abandoning a truck either on company property or elsewhere, that person may be held responsible for damages and costs related to the location and retrieval of the property and damage to equipment or cargo.

### *SCHEDULING*

Drivers' time off from work is scheduled through their Operations Manager. When drivers go off duty they are told when to check in for their next load assignment. Drivers who do not follow those instructions are considered absent without permission. Any contractor absent from work for three days without approval from management is presumed to have quit his/her job.

### *WORKPLACE VIOLENCE POLICY*

M&J INTERMODAL is committed to providing a workplace that is as safe as possible for its employees. The company expects drivers, operations, dispatch, safety, office and all other staff members to have mutual respect for one another. M&J INTERMODAL has a zero tolerance policy for workplace violence. Harassment of others, making threats, intimidation, fighting amongst each other and/or any kind of physical violence will not be tolerated. Complaints of harassment or threats should be made to a supervisor so the appropriate action may be taken, up to termination.

## *SEXUAL HARASSMENT POLICY*

Sexual harassment is defined as any “unwelcome sexual advance, request for sexual favor, and other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment
- B. Submission to or rejection of such conduct by an individual is used as a basis or employment decisions affecting such individual, or
- C. 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.

It is illegal and against our policy for any visitor, contractor or vendor, male or female, regardless of sexual orientation, to harass another employee or to create a hostile working environment by either committing or encouraging:

- A. Physical assaults on another employee or contractor, including but not limited to: Rape, sexual battery, molestation, or attempts to commit these assaults; or
- B. Intentional physical conduct that is sexual in nature, including but not limited to: Touching, pinching, patting, or brushing up against another contractor’s body; or
- C. Unwanted sexual advances, propositions, or sexual comments, including making sexual gestures, jokes, or comments made orally, in writing, or through the use of electronic media in the presence of, or to any employee or contractor who has indicated that such conduct is unwelcome; or
- D. Posting or displaying images, posters, calendars, graffiti, objects, or other materials that are sexual in nature or pornographic.

The creation of an intimidating, hostile, or offensive working environment may include such actions as persistent sexual comments, or the display of obscene or sexually oriented photographs or drawings. However, conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory effect may not be viewed as harassment. We will determine if such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each Situation.

We will not condone any sexual harassment of our employees. All employees, including Independent contractors, supervisors and managers, will be subject to severe disciplinary action, up to and including discharge, for any sexual harassment they commit.

If you feel victimized by sexual harassment, you are encouraged to report the harassment to your supervisor or our Human Resources manager, Patricia Tabor. She can be contacted at the Chicago Terminal. If your immediate supervisor is the source of the alleged harassment, you should report the problem to your supervisor’s superior, or the Human Resources manager.

Sexual harassment complaints will be thoroughly and quickly investigated. All contractors who have knowledge of either the incident or similar problems will be questioned. The complaint, investigative steps, and findings will be documented as thoroughly as possible. Confidentiality will be maintained to the extent possible and only those who need to know about the complaint will be advised of its existence.

No Employee or independent contractor will be subject to any form of retaliation or discipline for pursuing a sexual harassment complaint.

### *OTHER HARASSMENT*

M&J INTERMODAL also forbids all other forms of harassment. This harassment would be verbal or physical contact that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, national origin, age, or disability.

Harassing conduct includes, but is not limited to;

- Epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to race, color, religion, gender, national origin, age, or disability;
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, gender, national origin, age or disability, and that is placed on walls, bulletin boards, or elsewhere on the employer's premises, or is circulated in the workplace. Any employee or independent contractor found guilty of harassing conduct will be subject to corrective action up to and including termination of employment.

### *COMPANY WEBSITE*

Drivers and their families are encouraged to visit our website, [www.mjlogisticsil.com](http://www.mjlogisticsil.com). Valuable information on safety and the Safety Training Center will be hosted on the website.

### *NOTICES*

Drivers are encouraged to watch bulletin boards, the company website and the company newsletter for important notices. No one is permitted to post or remove anything from the boards without prior approval from Human Resources or the Director of Operations.

### *SECURING CARGO / EQUIPMENT*

To prevent theft, drivers are never to park equipment or drop a loaded/unloaded trailer in a non-secured or unauthorized location. Trailers are only to be dropped upon instructions from dispatch. Drivers are not to leave keys in the ignition and/or unit left running while unattended. Parking fines, tows, and impound fees for unauthorized parking will be considered personal advances and deducted from the driver's pay. Drivers will be held liable for theft of equipment/cargo due to their negligence.

### *THEFT OF COMPANY PROPERTY*

Any contractor stealing or selling company property, fuel and/or cargo are subject to immediate discharge and will be held liable for the costs.

### *TERMINATION OF CONTRACT*

Drivers are encouraged to give at least two weeks' notice before terminating their contract with M&J INTERMODAL. Any driver wishing to resign should send a message stating their reason or notify their Operations Manager in writing. Drivers may be terminated with or without cause or notice.

Upon termination of contract, each driver is required to bring assigned equipment to a terminal directed by their Operations Manager and personally check in all M&J INTERMODAL materials with a Safety representative. Property that is not checked in will result in a deduction from that contractor's settlement for replacement cost of that item. Items left in the trucks or elsewhere are not checked in and the contractor will be held responsible for them. Credit will not be given for property turned in a week or more after contract ceases. In all other cases, payroll checks are mailed as usual.

## CHECK CALL PROCEDURE

Every driver is required to make a check call when they arrive at the customer's location during office hours. Immediately contact your dispatcher upon arrival. Do not wait to be backed into the dock, or unloaded before you make your check call. Your arrival to the location on-time is your performance level, not the time the customer starts unloading. We maintain a web-trace system for customers, and it's vital that this information be entered quickly and accurately for our customers. You will be asked to give specific information when making your check call, and having it ready will shorten the call.

Please have the following information ready when making the check call:

- TMP Number
- Chassis number
- Arrival Time
- Departure time (when departing from location. This will be used for detention also)
- Pieces count (Export)
- Total Weight (Export)
- Seal number (Export)
- Container number (Export)

If you have an after or before hours appointment, you must contact your dispatcher within ½ hour of the office opening and provide this information.

If you have a problem that dispatchers are able to help with, please call so they can assist you. If the problem is serious and occurs after hours, please call the appropriate emergency contact number. Please remember that it is your responsibility to move containers as dispatched without service failure unless you have a problem that was caused by the errors of customers or dispatchers.

Dispatchers will typically call the driver at the point they are ready to dispatch for the following day. This is usually midday. Be prepared to take information when they call. The most important piece of information is the pro number. When you have the pro, we can look up all the information in relation to the delivery. Please confirm the information with the dispatcher when you're dispatched by phone to avoid any unnecessary dry run or delays. If you were delayed or missed your appointment time because you have written down incorrect information, it would be recorded as your service failure.

## TRIP PROCEDURES

### *SIGNING FOR AND ACCEPTING LOADS*

Drivers must be aware of what they are signing for. If he/she accepts the wrong load, signs the wrong bills, takes the wrong bills, or delivers to the wrong location it will be at the driver's expense. If the load is on a spotted trailer, drivers are to sign bills "SLWC" (Shippers Load Weighed and Count) to protect themselves from claims on a trailer that was preloaded. Drivers are not to break a seal on a trailer without authorization from their Fleet Manager or management.

### ***CHECKING THE BILL OF LADING***

Drivers must check all information including weights on the bills to be sure they match their dispatched amounts. Notify dispatch if they are different. Transfer the manifest number from each load to the upper right corner of the bill of lading.

### ***DAILY COMMUNICATION ON WORK DAYS***

Communication is key to efficient coordination of load assignments. Policies concerning communication will be strictly enforced. All drivers are to communicate every working day by phone as per their Operations Manager instructions. Drivers are required to send a check call every working day and a load assignment received after receiving load information. Those drivers who fail to communicate as instructed by their Operations Manager will be disciplined.

### ***BILLS OF LADING***

Drivers are required to turn in a bill of lading in their envelope for each stop-off on every load after the load has been finalized. Bills of Lading must be signed by the customer to get paid.

### ***FUEL STICKERS, PERMITS, AND LICENSES***

Drivers are responsible for the placement of all permits that are put in trip envelopes. This must be taken care of on the trip in which the permits were placed in the envelope. Permits must be returned to their proper places in both tractors and trailers after removing them at scales, etc. Drivers are to check trailer permits before leaving on a trip. If they are not present, the office should be notified.

### **FUEL CARD PROCEDURES**

Contractors will receive a fuel card when they operate their truck. The fuel cards will be distributed by Faris, or someone in operations.

To fuel, you will need to enter the following inside at the station:

- Truck Number (so we know what trucks are fueled)
- Contractor Number (the last 4 digits of your social security number)
- TMP Number for the shipment you are on.
- Hub Reading
- Driver's License #

The fuel card has a \$500 daily limit on fuel purchases. If you are in need of more fuel, you will need to contact dispatch and operations to override the limit.

### **COMCHECK PROCEDURES**

To request comdata funds for lumpers, overweight fines and breakdowns, you will need to call into dispatch to request the funds. They may require additional documentation to ensure the proper funds are sent. You will be provided the express code. You will need to provide a receipt for any Comcheck issued, or you will be responsible for the cost it was issued for.

Comchecks and comdata funds are NOT used for advances, they are only to cover operational costs that you may experience on the road that are not the fault of the driver.

### **RAIL YARD REMINDERS**

Do not inspect any equipment on the trackside, otherwise you will be barred from the rails. Move all trailers to another lot to complete your inspection.

Come to a complete STOP at all of the stop signs. There are new stop signs placed occasionally, make sure to stop at all of them.

# III. EQUIPMENT

## TRUCK INSPECTIONS

### *QUARTERLY*

All owner operators are required to have their truck inspected by the Service Department before they begin their contract period with M&J Intermodal. Once their contract begins, they will be required to have inspections scheduled quarterly (every 3 months). If the vehicle does not pass inspection, it will be placed out of service by the service department until re-inspected after repairs are made. These inspections will be at no cost to the contractor. A truck may be granted 1 week to complete repairs if the repairs are minor. This will be at the discretion of the service department, and only if repairs are not out-Of-Service repairs.

### *ANNUAL VEHICLE INSPECTION*

All CMV's, by law, are required to have their Annual Vehicle Inspection (DOT Inspection) completed once per year. The service department can complete the inspection, for a charge, however you are allowed to go elsewhere for your annual vehicle inspection.

## SUPPLIES

### *AUTHORITY PACKET*

In each company truck, there will be a binder with paperwork. In the binder will be various documents such as the operating authority (decision), the insurance documents, the annual vehicle inspection, IFTA, registration for the plates, and other assorted documents. It is the responsibility of the driver to ensure that documents are in order, and that they are not expired. If you note an expired document in the folder, Safety will provide an updated document.

### *ELD DEVICE*

ELD Devices will be provided to each regional driver. The devices must be treated carefully. If a driver damages a tablet, cable or tracking device due to negligence, they may be charged for a replacement. If the ELD malfunctions, it must be reported to safety immediately. This is covered in the Safety chapter, under ELD Compliance.

### *SAFETY VESTS*

You will be provided a safety vest as part of your hiring process. If you are in need of another safety vest, they will be available to you. We do not offer multiple vests at this time, but will replace a vest if it is damaged.

### *ZIP TIES AND SEALS*

Zip ties and seals are offered by safety. Upon inspecting your vehicle, if you notice you do not have seals or zip ties, please speak with safety to receive more.

### *LOG BOOKS*

Safety will distribute log books for all drivers. Regional drivers will receive a detailed paper log book as a BACKUP to the ELD, should the device malfunction. Paper logs are not to be filled out for regional drivers unless expressly stated by safety, in compliance with the ELD policy.

Local drivers will be given a "drivers time record", which satisfies the short haul exemption for the ELD mandate. This log acts as a time sheet, and will replace the detailed log book.

### *HAZMAT ERG*

If you are a driver with a HAZMAT endorsement on your CDL, you may haul HAZMAT loads. If you have a HAZMAT endorsement, you may be provided with a copy of the ERG at your request.

### *CONTAINERS TO THE CHICAGO YARD*

Containers that are taken to the M&J INTERMODAL yard must be clean or cleaned out when brought to the yard. If a container needs to be cleaned at the yard, all trash must be put in the dumpster. Anyone caught dumping trash in the back lot will be written up and charged with a \$100 fine.



## IV. SAFETY

Our safety department will issue periodic instructions to drivers, either in trip envelopes, on the company website, attached to payroll settlements, or in the newsletters. These instructions are vital to proper procedures and general news. You are responsible for all instructions issued.

The objective of the safety program is to control loss. Accidents resulting in personal injury and damage to property and equipment represent needless suffering and waste. The safety department's responsibility is to provide the safest conditions and equipment for all contractors. In return, driver's management and maintenance must support and be involved in the loss/prevention program by adopting the following rules and policies:

1. The safety of the contractor, the public, and the operation is paramount, and every attempt will be made to reduce the possibility of accident occurrence.
2. Safety will take precedence over expediency or short cuts.
3. Every contractor will be expected to demonstrate an attitude, which reflects the safety policies of M&J INTERMODAL

### **SAFETY MEETINGS**

Safety meeting are held on a regular basis at each terminal. These meetings cover topics of importance to all drivers. They may also include items of interest on subjects concerning all areas of service.

### **ACCIDENTS/VIOLATIONS/CITATIONS**

All drivers will be provided with an Accident Report kit. This kit will assist you in performing all necessary tasks in the event of an accident. This includes property damage claims as well as multi-vehicle accidents. One note is that all accidents, no matter the severity, must be reported to M&J INTERMODAL Safety Department. M&J INTERMODAL does not condone any violation of FMCSA Regulations for any reason. All regulations, as well as state and local laws, are to be followed when under M&J INTERMODAL dispatch. Because M&J INTERMODAL uses Independent Contractors, it is important that you are aware of what you are responsible for in reference to fines and tickets.

### ***EQUIPMENT INSPECTIONS-***

All equipment is required to be inspected (pre-trip inspection) prior to movement, according to FMCSA regulations. These regulations require the driver to acknowledge the equipment he is pulling is roadworthy prior to movement. Equipment defects found in a roadside inspection will be repaired by the owner of the equipment or the vendor; you may be responsible for tickets issued. The original equipment write up **MUST** be presented to the company, signed, and returned by a company official to the DOT. Repairs for defects must also be signed off by a mechanic. If you are the mechanic doing the repair to your unit, you will need to sign that area. Regardless, the original must be turned into the company.

***SPEEDING TICKETS-***

Are the sole responsibility of the driver and must be reported to the company regardless of being obtained in a truck or a personal vehicle. All tickets are assessed towards your license and the DOT requires that the company be aware of all tickets associated with your license. If you report a ticket and contest it successfully in court, let us know that the violation has been removed from your record.

***PARKING VIOLATIONS-***

Are the sole responsibility of the driver and it is necessary to report them to the company.

***OVERWEIGHT VIOLATIONS-***

We will not knowingly dispatch you on an overweight container unless we have made you aware and secured the proper permits. Keep in mind our information is provided by paperwork and we do not actually weigh the containers. If you suspect a container is overweight, scale it and the company will pay the scale charges. If you have scaled a container and found it is over gross weight, contact your dispatcher who will contact the customer for instructions. This may require an overweight permit. Wait for further instruction from your dispatcher.

***OVER AXLE WEIGHT-***

Fault is to be determined on a case by case basis. It is the driver's responsibility to axle out the load to keep the weight legal. If you find that you have made the adjustment and still cannot make the axle weight legal, contact your dispatcher immediately. If the container was loaded incorrectly, we can notify the shipper and determine the next step to take.

***HAZMAT AND PLACARDS-***

It is the shipper's responsibility to placard a hazmat load; however it is the trucker's responsibility to see that the unit exhibits the correct placards. Check your paperwork carefully. In addition, it is the trucker's responsibility to see that the placards are removed prior to moving once the unit is unloaded. DOT has specific regulations for HAZMAT that must be followed. Pulling a placard unit that is actually empty will result in a large fine that will be the driver's responsibility.

**DEFENSIVE DRIVING PROGRAM****GENERAL**

- a. If in doubt—play it safe. Regardless of any other considerations, do not take chances. To arrive safely is more important than to arrive on time.
- b. Report for work promptly. By doing this, you will have adequate time to check your equipment and leave in time to avoid unnecessary speed on the road.
- c. In addition to company rules, the driver must be familiar with the regulations of the Department of Transportation, and the laws of the States, cities, and towns through which they operate. They must have a valid CDL license and a medical certificate with them at all times when driving.
- d. The physical condition of the drivers must enable them to efficiently perform their duties. A driver suffering from illness or fatigue will not be allowed to work. Drivers becoming ill or unduly fatigued on the road should stop at the nearest safe place. In the event of a delay in excess of one hour due to such illness or fatigue, the driver should notify his/her Operations Manager and get instructions.

**SPEED**

- a. Speed shall never be faster than a rate consistent with existing speed laws, road conditions, traffic, and weather conditions. Posted speed limits on the open highway and in towns and cities must be obeyed.
- b. At night and when fog or other conditions restrict visibility, speed shall be reduced to a point which will enable the driver to stop within the distance he/she can see ahead.

**RIGHT OF WAY**

- a. Never attempt to exercise the right-of-way; always let the other driver go first. Above all, never use the size of your vehicle to assert your right-of-way. To do so invites criticism of you, your company, and the industry
- b. Keep to the right except when passing slow moving vehicles, or when getting into position to make a left turn.
- c. Emergency vehicles, such as fire trucks, police cars, and ambulances, always have right-of-way when giving warnings by means of siren or warning lights. Upon the approach of such vehicles, pull as far to the right as possible, stop where you are and let them pass.

**TAILGATING**

- a. Never follow another vehicle so closely that you annoy this driver, or so closely that you will not be able to make a safe stop under any condition. Under adverse weather conditions, your following distance must increase to ensure being able to avoid an accident.
- b. Never follow another vehicle, especially another truck, closer than 500 feet on the open highway, use the seven (7) second rule while behind other vehicles. Always leave enough space between you and the vehicle ahead to allow faster traffic to pass you and get back into the right lane.

**PASSING**

- a. Passing should be attempted only when the driver has adequate clear space ahead to complete the pass without racing and without risk to himself or the vehicle being passed.
- b. Signals shall be given to indicate change of lane, both when pulling out to pass, and when returning to the right lane. The signal should be given for at least 100 feet before an actual change of lanes.
- c. The signal is only an indication of intention. It does not give any right-of-way privilege, or any guarantee that the driver can change lanes safely. You must check traffic conditions carefully and change lanes only when it can be done safely.
- d. Be alert for an unexpected move on the part of the driver being passed.
- e. Never attempt to pass when approaching the top of a hill, on a curve, at an intersection, on a bridge, at a railroad crossing, or any place where you do not have a clear view of the road ahead.
- f. School buses will be passed only with the greatest of care. A full stop must be made from either direction for a school bus stopped to discharge or receive passengers, and must remain stopped until it is safe to proceed.

**BEING PASSED**

- a. When being passed by another vehicle, drivers must keep well to the right and reduce speed if necessary. Never speed up to prevent another vehicle from passing. To do so is to create a hazard and invite unfavorable criticism of the company and yourself.
- b. Do not signal the driver of the passing vehicle that it is safe to pass. This is against regulations of the DOT. To give such a signal transfers part of the responsibility to you. In the event an accident would occur, you and the company may be held jointly liable for damages.
- c. Be alert for the driver who tries to pass in an unsafe place. Do not try to block him, but be ready to do anything that may be necessary to avoid being involved in an accident.
- d. At night, dim your lights after being passed to avoid creating a glare in the other driver's mirrors.

**MEETING OTHER VEHICLES**

- a. Always keep to the extreme right when meeting any oncoming vehicles. At night, dim your headlights when within 500 feet of the oncoming vehicle.
- b. If you see a vehicle approaching on your side of the road, slow down and pull as far to the right as safely possible and stop. Never, under any circumstances, pull to the left in an attempt to avoid an oncoming vehicle in your lane.

**STOPPING / PARKING / BACKING**

- a. Never stop on the side of any major interstate or highway, unless it is an absolute emergency. When you stop, you are an accident waiting to happen. If you must stop, pull to the right as far as possible. Immediately put out your reflector triangles so traffic will be alerted to your presence and be sure you are to the right of the fog line.
- b. Always set the parking brakes after stopping. Never stop on a steep grade unless absolutely necessary. You must never block a driveway or an emergency exit.

**BACKING VEHICLES**

- a. Always get out of your truck and look the situation over before you start to back.
- b. Plan your route to keep backing at a minimum. Never back into traffic if you can avoid it. If it is necessary, call police to assist you.
- c. Be sure to check your line of travel before backing. You may have to get off your seat and onto your feet.
- d. Even when a helper is directing you, you are still responsible for safe backing. Be sure your helper is in a position where he has a clear view, and where his signals can be seen or heard.
- e. When doors of a trailer must be opened before backing up to a dock, be sure they are properly hooked so they will not swing back and hit something.

## **CURVES**

- a. Curves and turns must be taken at reduced speed consistent with available sight distance, the sharpness of the turn, and other road and traffic conditions. Reduce speed before entering any curve.
- b. When making curves on the open highway, be sure to stay entirely within your own lane. Do not swing wide or cut across lanes. To do so puts your vehicle into the opposing traffic lane and this creates a potential accident situation.
- c. When making turns in traffic, check traffic conditions before turning, and do not make the turn until the way is clear. Then complete the turn without stopping in a position where you will obstruct traffic, and continue to check traffic while turning. Turn off your turn signals after making a turn. Failure to do this is confusing to other drivers and tends to create a lack of respect for turn signals.

## **RAILROAD CROSSINGS**

- a. Railroad crossings are always dangerous. Every crossing should be approached with the expectation that a train is coming.
- b. Speed must be reduced in accordance with the driver's ability to see approaching trains in any direction. Speed must be held to a point that will permit the driver to stop if necessary. The rail signals may not always work.
- c. Because the highway surface at many crossings is rough, crossings must be made at reduced speed to prevent abuse to equipment, and damage to cargo.
- d. Never attempt to race a train to a crossing. Never permit traffic conditions to trap you in a position where you have to stop on the track. Do not shift gears while crossing railroad tracks.
- e. Drivers must have their trailer dollies up when crossing tracks. Any driver who gets hung up on railroad tracks will be terminated.

## **CLEARANCES**

- a. Bridges, tunnels, and alleys demand special care on the part of the driver, to avoid accidents and damage to equipment.
- b. Road repairs, rough roads, and ice and snow build-up may cause difficulty where clearances are otherwise adequate.
- c. Know your height – note posted clearances on bridges and underpasses but do not rely on them being accurate if they are posted, as there are variables that contribute to trailer height such as whether your trailer is loaded or not or if there is snow buildup on the road. Be especially cautious when traveling on routes that are not designated truck routes. Just because you clear one overpass, doesn't mean you'll clear the next one if there are several in a row and just because the truck ahead of you cleared it, doesn't mean you will. There is no excuse for topping a trailer. As a driver, it's your responsibility to assure that you have proper clearance and to plan ahead so you don't use a route where there are low overpasses. Watch for fire escapes, open windows, overhead obstructions in alleys, and low tree limbs.

**SPECIAL PRECAUTIONS**

- a. Posted road warning and regulations must be heeded. These signs are placed for your protection. No excuse can be accepted for failing to heed them.
- b. Drivers must report all arrests, traffic citations, and fines to the Safety Dept. Repeated traffic violations or failure to report violations will result in disciplinary action. Give a “brake” to highway department crews and others who work on or near the roadway. Any group of persons on or near the highway should be a danger signal to the driver.
- c. Fog, snow, ice and rain call for reduced speed and the utmost care in driving. When conditions become too hazardous, pull off the road at the first safe place and wait until conditions improve. Do not wait to look for a place to pull off until after the roads become dangerous. Every other driver will be doing the same thing and parking is limited. Always call, so that dispatch knows where and why you had to stop.
- d. Animals on or near the road are a warning to keep your unit under close control. Do not rely on fences to keep livestock and animals off the road.
- e. Slow down in school zones. Remember that children cannot be expected to exercise good judgment in traffic. Reduce speed in residential areas and when passing through small towns along the highway.
- f. All hills must be descended with great care. On long hills, particularly when roads are snow covered and slippery or when there are curves, units shall be geared down and speed shall be controlled primarily by using the engine brake (if equipped), or by using the engine as a brake. Where gearing down is necessary, it should be done at the top of the hill before speed is built up to a point where gearing down is impossible. Do not depend on the service brakes for complete control of a unit on long downgrades. You could lose all the air or the brakes may get too hot. Either way, you may not be able to stop.
- g. When traveling on narrow roads or roads with very narrow shoulder area, extreme caution should be taken, and drivers must reduce speed to compensate for road conditions.
- h. No semi-tractor/trailer combination should ever attempt to perform a U-turn on divided highway. Drivers who get in an accident while making an illegal U-turn or who receive a citation for performing an illegal U-turn will be terminated.

## **HAZARDOUS MATERIALS SPILLS**

All drivers who are HAZMAT certified are to receive an Emergency Response Guidebook. This guide will instruct you on what to do during a HAZMAT spill. Please refer to this guidebook as soon as possible. If you have a HAZMAT endorsement on your CDL and you do not have this book (small orange pocket book) please request one from safety.

## **DETERMINING PREVENTABILITY OF ACCIDENTS**

Accidents that are deemed preventable are accidents in which the driver could have reasonably made a change to their driving to avoid the accident. Failure to yield, excessive speed, high speed for conditions, traffic control devices, these are all factors that can contribute to accidents, even if the driver did not cause the accident.

### *INTERSECTIONS*

It is the responsibility of professional drivers to approach, enter, and cross intersections prepared to avoid Accidents that might occur through the action of other drivers. Complex traffic movement, blind intersections, or failure of the "other driver" to conform to law or traffic control devices will not Automatically discharge an accident as not "preventable". Intersection accidents are preventable even though the professional driver has not violated traffic violations.

His/her failure to take precautionary measures prior to entering the intersection is factors to be studied in making a decision. When a professional driver crosses an intersection and the obvious actions of the "other driver" indicates possible involvement either by reason of his excessive speed, crossing his lane in turning, or coming from behind in a blind spot, the decision based on such entrapment should be PREVENTABLE.

### *VEHICLE AHEAD*

Regardless of the abrupt or unexpected stop of the vehicle ahead, the professional driver can prevent front end collisions by maintaining a safe following distance at all times. This includes being prepared for possible obstructions on the highway, either in plain view or hidden by the crest of a hill or curve of a roadway. Overdriving headlights at night is a common cause of front-end collisions. Night speed should not be greater than that which will permit the vehicle to come to a stop within the forward distance illuminated by the vehicle's headlights. A driver in a preventable rear end accident will face immediate termination of employment.

### *VEHICLE BEHIND*

Investigation often discloses that drivers risk being struck from behind by failing to maintain a margin of safety in his/her own following distance. Rear-end collisions preceded by a roll-back, an abrupt stop at a graded crossing, when a traffic signal changes, or when a driver fails to signal a turn at an intersection should be charged Preventable. Failure to signal intentions or to slow down gradually should be considered Preventable.

### *PASSING*

Failure to pass safely indicates faulty judgment and the possible failure to consider one or more of the important factors a driver must observe before attempting the maneuver. Unusual actions of the driver being passed or of oncoming traffic might appear to excuse a driver involved in a passing accident, however, the entire passing maneuver is voluntary and is the driver's responsibility.

### *BEING PASSED*

Sideswipes and cut-offs involving a professional driver while he/she is being passed are preventable when he/she fails to yield to the passing vehicle by slowing down or moving to the right where possible.

### *ONCOMING*

It is extremely important to check the action of the company driver when involved in a head-on or sideswipe accident with a vehicle approaching from the opposite direction. Exact location of vehicles, prior to and at the point of impact, must be carefully verified. Even though an opposing vehicle enters the driver's traffic lane, it may be possible for your driver to avoid the collision. For example, if the opposing vehicle was in passing maneuver and the driver fails to slow down, stop, or move to the right to allow the vehicle to re-enter his own lane, he/she has failed to take action to prevent the occurrence. Failing to signal the opposing driver by flicking the headlights or sounding the horn could also be taken into account.

### *FIXED OBJECTS*

Collisions with fixed objects are preventable. They usually involve failure to check or properly judge clearances. New routes, strange delivery points, resurfaced pavements under viaducts, inclined entrances to docks, marquees projecting over traveled sections of the road, and similar situations are not, in themselves, valid reasons for excusing a driver from being involved. He/she must be constantly on the lookout for such conditions and make the necessary allowances.

### *PEDESTRIANS*

Traffic regulations and court decisions generally favor the pedestrian hit by a moving vehicle. An unusual route of a pedestrian at mid-block or from between parked vehicles does not necessarily relieve a driver from taking precautions to prevent such accidents. Whether speed limits are posted or the area is placarded with warning signs, speed too fast for conditions may be involved. School zones, shopping areas, residential streets, and other areas with special pedestrian traffic areas must be traveled at reduced speeds equal to the particular situation. When bicycles, motor scooters, and similar equipment are being operated in a driver's sight-distance they must reduce their speed to take the necessary precautions to prevent an accident. Keeping within posted speed limits is not taking the proper precaution when unusual conditions call for voluntary reduction of speed.

### *PRIVATE PROPERTY*

When a driver is expected to make deliveries at unusual locations, construction sites, etc., or on driveways not built to support heavy commercial vehicles, it is his/her responsibility to discuss the operation with the proper authorities and to obtain permission prior to entering the area.



### ***NON-COLLISION***

Many accidents, such as overturning, jack-knifing, or running off the road, may result from emergency action by the driver to preclude being involved in a collision. Examination of his/her driving procedure prior to the incident may reveal speed too fast for conditions or other factors. The company driver's actions prior to involvement should be examined for possible errors or lack of defensive driving practice.

### ***MISCELLANEOUS***

Projecting loads, loose objects falling from the vehicle, loose tarpaulins or chains, doors swinging open, etc. resulting in damage to the vehicle, cargo, or other property, or injury to persons are preventable when the driver's action or failure to secure them are evidenced. Cargo damage, resulting from unsafe vehicle operation, is preventable by drivers.

### ***PARKING***

Unconventional parking locations, including double parking, failure to put out warning devices, etc. generally constitute evidence for judging an accident preventable. Rollaway accidents from parking position normally should be classified preventable. This includes unauthorized entry into an unlocked unattended vehicle, failure to block wheels, or to turn wheels toward the curb to prevent vehicle movement.

### ***BACKING***

Almost all backing accidents are preventable. A driver is not relieved of his/her responsibility of back safety when a guide is involved in the maneuver. A guide cannot control the movement of the vehicle; therefore, a driver must check all clearances for himself/herself. Drivers should always get out and look before backing. A DEFENSIVE DRIVER is one who commits no driving errors himself/herself and makes allowances for the lack of skill or improper driving practices of the other fellow. A DEFENSIVE DRIVER adjusts his/her driving to compensate for unusual weather, road, and traffic conditions, and is not tricked into an accident by the unsafe action of pedestrians and other drivers. By being alert to accident inducing situations he/she recognizes the need for preventive action in advance and takes the necessary precaution to prevent the accident. As a DEFENSIVE DRIVER he/she knows when it is necessary to slow down, stop, or yield the right-of-way to avoid involvement.

## **RE-CERTIFICATION OF DRIVERS**

Being requalified may be necessary for some contractors. Years with the company may not dismiss any driver from being re-certified by the Safety Director and/or management. Below is a list of violations and/or reasons that you may have to be re-certified:

1. A very serious preventable accident
2. After a second preventable accident in any 12 month period
3. Driver abuse of equipment (not operating equipment properly)
4. More than two moving violations in any 12 month period
5. Consistently having low fuel mileage or higher than acceptable idle time, due to improper usage of equipment
6. Frequency of Freight Damage claims
7. Frequency of complaints and/or reports of unsafe driving
8. Absences from work for two or more weeks.

Any driver who is judged to be unsafe, or who behaves in an unsafe or unprofessional manner, can be removed from a safety sensitive position by the Safety Department and/or be required to complete a designated number of trips with another driver to regain their skills. Drivers may also be required to attend training courses at the discretion of the Safety Director. The cost of these courses could be the responsibilities of the driver.

## SEAT BELT POLICY

Seat Belts must be used at all times while driving or riding as a passenger in any vehicle under lease of M&J INTERMODAL. Furthermore, seat belts must be used at all times while driving or riding as a passenger in a personal vehicle while on company business or performing any travel that has a connection to work with M&J INTERMODAL. The seat belt requirements are in effect regardless of seating position in the vehicle. Even those in rear seats must wear seatbelts.

M&J INTERMODAL will treat instances where seat belts are not worn properly the same as instances where they are not worn at all. Seat belts are not worn properly when they are not properly adjusted (if the vehicle allows for adjusting), properly positioned on the body (i.e. shoulder strap not being worn over the shoulder), have had their retractor / locking mechanism locked thus creating slack in the shoulder belt, or have otherwise been altered or improperly fitted. For sleeper berths, occupant restraint systems installed by the manufacturer must be used, whether the system is at the entry point of the berth or incorporated as a belt type restraint within the berth itself.

Failure to comply with the M&J INTERMODAL Seat belt and occupant restraint policy will be considered a violation of company policy. Consequences for violating M&J INTERMODAL policy will be disciplinary action leading up to and including termination of contract in accordance with the discipline policy.

## DISTRACTED DRIVING POLICY

In order to ensure the safety of our company drivers and to comply with state and federal regulations regarding distracted driving by commercial motor vehicle drivers, M&J INTERMODAL has adopted the following policy while operating company vehicles in interstate and intrastate commerce.

1. All contractors while driving a commercial motor vehicle (CMV), as defined in 49 CFR Part 390.5, are prohibited from holding, dialing, or reaching for a hand held cellular phone or tablet. This includes all push-to-talk type phones and dispatch devices such as tablets.
2. A driver of a CMV is allowed to initiate, answer, or terminate a call by touching a single button on a mobile phone or headset provided it can be done while seated in a normal manner and seat-belted as required by law. Any such movement must be accomplished without removing the driver's eyes from the roadway. Thus hands-free technology is permissible provided the use does not cause distraction.
3. All contractors, operating any type of vehicle, are prohibited from texting at all times while operating a leased or personal vehicle while engaged in any activity on behalf of the company.
4. All drivers must minimize other distractions which take away from concentrating on driving, as driving while distracted constitutes a hazard, and could be a traffic infraction in some states. Distractions include, but are not limited to, adjusting your seat, grooming, reading paper maps, and performing other activities which tend to cause the driver to remove their eyes from the road or divert their attention from the task of driving.
5. All drivers while operating a vehicle are prohibited from eating, as this can cause distractions in multiple ways. Drinking water or soda is acceptable, as you do not need to avert your eyes from the road.

**Driving is defined as:** operating a commercial motor vehicle on a highway, including while temporarily stationary because of traffic, traffic control device, or other temporary delays. Driving would not include operating a CMV when the driver has moved the vehicle to the side of, or off, a highway and has halted in a location where the vehicle can remain stationary.

**Electronic Devices is defined as:** Any electronic device that you may have on your person during a trip. Mobile phone, pager, Personal Digital Assistant (PDA), Mp3 player, tablet, computer, or any other device used to input, write, send, or read any text.

**Exemption:** The regulations and this policy do not prevent drivers of commercial motor vehicles from using a hand held mobile phone to communicate with law enforcement or other emergency services if necessary.

## **HOURS OF SERVICE POLICY**

M&J INTERMODAL is committed to comply with all Federal Motor Carrier Regulations (FMCSRs), and take special attention to the Hours of Service. As mandated by the Department of Transportation (DOT), all motor carriers are required to follow the hours-of-service requirements. The procedures we have put in place will help avoid violations, DOT penalties, and reduce driver fatigue.

### *HOURS OF SERVICE PROCEDURES*

M&J INTERMODAL requires all new drivers are to be trained on the hours-of-service regulations as a part of our driver orientation program. In addition, mandatory retraining may be required periodically, as well as training on new regulations or regulations changes as they occur.

The Safety department is responsible for ensuring the proper training is being documented and put into the driver's training file. The Compliance Specialist and Director of Safety are also responsible for determining the length of time a driver has to complete the retraining based on the individual situation.

#### **A. 11-HOUR DRIVING RULE**

A driver cannot drive for more than 11 hours following 10 consecutive hours off duty. All time spent at the driving controls of a commercial motor vehicle is considered driving time.

##### **A1. ADVERSE DRIVING CONDITIONS PROVISION**

If unexpected adverse driving conditions occur while a driver is working, he/she may drive up to 13 hours (2 additional hours) during a 14-hour duty period, as long as the driver does not exceed the 14-hour limit. Unexpected is defined by conditions that were not forecasted before a driver starts his/her trip. Rush hour traffic or any extreme weather condition that was forecasted before the driver started his/her trip is not included in this exception.

#### **B. 14-HOUR SERVICE RULE**

A driver cannot drive after the 14<sup>th</sup> consecutive hour after coming on duty. After that 14<sup>th</sup> hour, a driver cannot drive again until he/she has 10 consecutive hours of rest. Off-duty time of less than 10 hours does not extend the 14-hour day unless 8 consecutive hours are obtained in a sleeper berth.

##### **B1. 16-HOUR SHORT HAUL EXCEPTION:**

Drivers who return to their normal work reporting location each day may drive beyond the 14<sup>th</sup> consecutive hour after coming on duty, but not beyond the 16<sup>th</sup> hour, once per week. To use this exception, the driver must have been released from duty at his/her normal work reporting location for the past five duty tours and he/she must return to the terminal and be released by the 16<sup>th</sup> hour after coming on duty (following 10 hours off). This exception must only be used once per seven consecutive days, unless you have completed your 34-hour reset since last using this exception. This exception only applies to short haul drivers who remain within 100 air miles of their home terminal and does not extend the 11-hour driving rule.

#### **C. REST BREAK RULE**

A driver is not allowed to drive if more than 8 hours has passed since his/her last off-duty or sleeper berth period of at least 30 minutes. A driver may be required to take more than one 30-minute rest break period in the sleeper berth or off-duty depending on when they take their first break and how long he/she is on duty for that particular day.

## D. 70-HOUR RULE

A driver may not drive after having been on duty for 70 hours in any period of 8 consecutive days. Taking 34 hours in the sleeper berth or off-duty will reset the 70-hour clock.

## E. DRIVER RECORD OF DUTY STATUS

Every driver must complete and submit a driver's record of duty status, also known as a driver log, for each 24-hour period while he/she is working for M&J INTERMODAL Drivers who are on paper logs must submit their logs weekly with their paperwork in a separate pay envelope labeled SAFETY. All drivers who use the electronic logging device (ELD) will have their logs automatically submitted, and are not required to submit a physical copy of his/her logs. Any logs that are incomplete will be considered missing. Any logs that are not submitted within 13 days are considered as missing. Drivers with missing logs that are older than 13 days will be subject to removal from dispatch until the logs are turned in.

For driver logs to be considered complete, the following must be completed:

### LOCAL LOG-

- Contractor signature, the top right of the log. Must only be signed at the end of the week.
- Contractor Number, must be the truck number assigned to you.
- Dates for all days on the log, even days not worked.
- Hours listed for each day, or Off Duty for days off.
- Total hours for previous 7 days at the bottom.
- DVIR's on the back, completed and listed for each day of work.

### REGIONAL LOG (ONLY TO BE COMPLETED IN THE EVENT OF ELD MALFUNCTION)

- Month, Day and Year in the top left
- Total Miles Driven today
- Carrier Name and Address (M&J Intermodal, 4900S Mason Ave, Chicago, IL 60638)
- Tractor Number + Driver ID Code (same Number)
- Driver's Signature in Full when Day is completed
- Grid Log Completed
- Hours Totaled up for all 4 rows and total
- Remarks for stops and duty changes
- DVIR on the back side of the log.

## F. LOG FALSIFICATION

Any individual who submits a log (paper or electronic) that does not accurately account for each 24-hour period is considered log falsification. Some examples of log falsification are fueling, driving to pick up your first load, or doing any sort of work function while you are in off-duty or sleeper berth status.

## G. HOURS OF SERVICE REGULATION ENFORCEMENT

Each infraction of the regulations is placed into Class 1, Class 2, or Class 3. There is a point value assigned to each class, and the points will remain on the M&J INTERMODAL corrective action list for 12 months. If a driver receives a clean roadside inspection, -10 points are removed from his/her current point total.

Class	Consequences
Class 1	30 points; retraining; corrective action review
Class 2	20 points; retraining; corrective action review
Class 3	10 points; retraining; corrective action review

**G1. ACCUMULATION OF POINTS (12 MONTH PERIOD)**

0-20 points; No suspension

30-50 points; 24-hour suspension from dispatch

60-80 points; 48-hour suspension from dispatch

90 points or more; Termination of contract

**G2) HOURS OF SERVICE VIOLATIONS DISCOVERED DURING INTERNAL AUDIT**

M&J INTERMODAL performs a log audit on all driver logs every week. We look for violations of the HOS rules and regulations.

<b>Number/type of Violations Discovered</b>	<b>Class/Consequences</b>
1- 11 hr, 14 hr, Rest break, 70 hour	Verbal warning and verbal reminder of regulation
2- 11 hr, 14 hr, Rest break, 70 hour	Class 2
3 or more- 11 hr, 14 hr, Rest break, 70 hour	Class 1
Form and Manner violations	Class 3
Missing logs	Class 2
Any violation lasting 2 hours or more	Class 1
Log Falsification	Class 1

**G3. HOURS OF SERVICE VIOLATIONS DISCOVERED ON ROADSIDE INSPECTION**

Any violations discovered during a roadside inspection will be counted towards your point total. The violations point value breakdown is as follows:

<b>CSA Basic Score</b>	<b>Violation Class</b>
Violation with a severity weight of 4 points or less	Class 2
Violation with a severity weight of 5 points or more	Class 1

## **ELD COMPLIANCE – REGIONAL DRIVERS**

In accordance with FMCSR §395.8, and with the FMCSA ELD Mandate effective December 18<sup>th</sup> 2017, M&J INTERMODAL requires all regional drivers to operate with an ELD log.

All drivers are ultimately responsible for his/her record of duty status. Performing pre-trip and post trip inspections, creating manual changes to duty status, and recognizing and reporting inaccurate information is ultimately up to the driver who is operating the equipment. All drivers will be given a unique login ID and password that will be used to ensure that the proper user is reporting their duty status. The only personnel allowed to sign in to Field Warrior using the driver's specific credentials is that driver. If a tractor owner who is not the driver needs to drive the tractor, notify Safety prior to the trip.

All drivers are provided training on their tablet or phone with safety. Tracking devices will be installed into the JBUS unit of the tractor, and must not be removed or damaged during its time in the truck. Drivers will be expected to use the ELD once they complete a 34-hour reset following the completion of the training and install of the unit. All of the rules/consequences listed in sections A-G of the Hours-of-service Policies and Procedures also apply to ELD equipped drivers.

### **A. ELD UTILIZATION**

Any driver equipped with Field Warrior must log in and use their ELD any time they move their tractor. If he/she is working, the driver is required to complete and record pre and post trip inspections of all equipment, input correct pro number(s) under Manifest Number, complete manual duty status changes accurately, and login and logout every day he/she works.

#### **A1. UNASSIGNED MILES**

Driving the tractor while not logged into the ELD or when a pre-trip inspection has not been performed will result in unassigned miles. Any unassigned miles discovered will be reassigned to the driver's log, and he/she will be counseled for failure to use their ELD when required. This includes failure to use personal conveyance mode, logging out to avoid violation, and failure to notify Safety of any ELD malfunctions (see below).

### **B. ELD MALFUNCTION**

If there is a malfunction with the ELD or the driver made a mistake, i.e. forgot to logout, he/she must contact Safety immediately to assess the situation. Contacting any terminal staff other than Safety is not sufficiently reporting an ELD issue. An issue is not properly reported until a driver is able to get in touch with a member of the Safety staff. Once the issue is reported, the Safety team member will give the driver instructions on fixing/troubleshooting the issue, and letting the driver know what to do if the issue is unable to be resolved at that time. If a driver forgets his/her tablet at home, he/she must notify Safety immediately. Only Safety can authorize the use of paper logs; drivers and/or terminal staff members do not have the authority to do so. A contact list for the Safety staff, including after hours phone and text lines, will be provided to you, and any malfunctions/issues must be brought to Safety's attention immediately.

## **B1. PAPER LOGS**

If you are authorized to use paper logs by Safety, you will be given instructions on what actions need to be taken and the time frame you have to fix the issue. If the issue is fixed within 3 days, you must submit the logs to Safety so they can manually input the information on your ELD. If any malfunction lasts for more than 3 days, the driver must submit any paper logs with the payroll paperwork that week in an envelope marked SAFETY, and he/she must contact Safety with updates no later than every 3 days.

## **C. EDITING LOGS**

Drivers are not able to adjust/make edits to his/her log, only Safety is able to make adjustments. These edits must be valid and cannot include adjusting driving time. Safety is unable to add personal conveyance, adjust driving time, or make any corrections to logs that do not accurately reflect a driver's record of duty status.

## **D. HOUR NOTIFICATIONS**

On the main screen of Field Warrior, there are counters to let the driver know how many hours they have available. If the driver is on duty, he/she will see counters for Duty time available, Drive time available, Total on duty time (for his/her previous consecutive 8 days), Time to violation, and Duty status, which shows the driver's current duty status. If the driver is off duty, a counter is added for consecutive time off.

If a driver has less than 1 hour available, an alert will show to the driver stating they have low duty/drive time. Once a driver has less than 15 minutes to violation, the counter will turn from green to yellow, and once a driver is in violation, the counters will be in red. As previously stated, all drivers are responsible for operating legally. If a driver is in violation, he/she is to shut down at the nearest safe haven until he/she able to legally drive again.

If a driver logs in to start their work day and sees that their consecutive time off is less than 10 hours, they are not to move. Even if he/she believes this may be an error (i.e. the driver forgot to logout), he/she is not to move the tractor and contact Safety immediately for further instruction.

## **UNASSIGNED MILES**

All miles that are discovered during ELD Log audits that occur while the tablet is not logged into Field Warrior will be reassigned. Unassigned miles are checked every day. If you are found to be in violation, you will be subject to discipline as covered in the ELD COMPLIANCE portion of this reference manual. This may be an 8 hour violation, 11 hour violation, 14 hour violation, or 70 hour violation. This will also qualify as log falsification, so make sure that when you are driving, your tablet is either in driving status or personal conveyance, depending on the matter you are driving for.

## **DRIVING POLICIES**

### *TELEPHONE NUMBERS AND PROCEDURE*

Communication is of the utmost importance within this organization. We need to know where our drivers are and what they are doing at all times while under dispatch. Drivers who do not communicate as directed will be subject to corrective action.

Drivers who have questions, complaints, or requests need to contact their Operations Manager who will then direct their question, etc. to the right department. If unsure of what to do in a situation, the driver should call his/her Operations Manager for instructions.

### *TAPE RECORDERS*

Possession or use of tape recorders while working is prohibited unless authorized by the Safety Department.

### *LOAD ASSIGNMENTS AND REPORTING TO WORK*

All drivers are expected to report to work and make pickups and deliveries at their scheduled time. Anytime the above is impossible, it must be approved by the Operations manager. Drivers are required to communicate all potential delays with their operations manager or road repair on nights and weekends.

### *RIDERS / ALCOHOL / FIREARMS*

No driver will be permitted to have unauthorized passengers, alcohol, firearms or explosives in any vehicle at any time. No driver is to allow anyone not employed by M&J INTERMODAL to drive equipment. Violation of this policy will result in immediate termination of employment.

### *PASSENGER*

Passengers are authorized only with prior approval from the safety department and after you have been continually employed for a minimum period of 90 days. Insurance must be obtained through the safety department for all passengers prior to the passenger boarding the truck. Contact the Safety Department for more information on these policies.

### *IDLE POLICY*

Due to the high cost of fuel and related wear and tear on engine components, drivers are not allowed to idle unoccupied equipment, unless they have prior permission to do so from Operations. Drivers who exceed 30% idle time or found to have left their trucks idling when they are not occupied will be subject to discipline.

### *TIME OFF FROM WORK:*

The Director of Operations is the only person who is authorized to approve time off from work in excess of the normal earned time off between trips. Request should be submitted through a driver's Operations Manager.

### *CONTRACTOR APPEARANCE:*

It is important to leave the right impression on our customers. Therefore driver's appearance must be neat, clean, and in good trim. Clothing must be reasonably clean, well maintained, and in good taste. Hair is to be clean and well groomed



# VI. CORRECTIVE ACTION POLICY

## SAFETY CORRECTIVE ACTIONS

The following policies have been implemented by M&J INTERMODAL. These policies are in accordance with rules and regulations established by the Federal Motor Carrier Safety Administration (FMCSA) and the U.S. Department of Transportation.

- Written Awareness Letter
  - A letter addressed to the violating driver, notifying them of safety's awareness of the issue.
- Written Warning Letter (may be referred to as "Writing someone up")
  - A warning letter addressed to the violating driver, notifying them of safety's awareness of the issue, and letting them know what corrective action is being taken.
- Assigned Safety Training
  - Online courses assigned through Infnit-I, targeted at the specific violation the driver committed, instructing on how to prevent the violation further.
- Counseling with Safety
  - Bringing the driver in to speak with safety, to explain what happened, and explain their side of the issue. Used to steer drivers towards safe behavior, and get copies of any documentation (tickets, inspections, reports, driver statements).
- Counseling with Safety and Operations
  - This is similar to a Counseling with Safety, but includes operations. This gives dispatch an idea of the problem as well as safety, and is more serious than a Safety Counsel.
- Safety Probation (6 and 12 month)
  - When a driver is placed on probation, they are monitored for future violations. Any further violations in the assigned probationary time are subject to further disciplinary action, beyond the minimum.
- Out of Service – Safety ("Inactive Status")
  - If a driver is found not to be in compliance of company policy, or if they go past due dates for corrective action, Safety may put a driver under "Inactive" Status, or place them "Out-of-Service". The driver will not be able to receive dispatch until they comply with the order or task given to them.
- Suspension
  - A driver may be suspended by safety either 1) for a specified number of days, or 2) indefinitely. A driver will be notified of the time period they will be suspended for. With a suspension will come a corrective action assignment. Just because the driver has fulfilled the suspension time does not mean the suspension has lifted, they must also complete the assignment.
- Termination (of driver / lease)
  - If a driver has been deemed unsafe or is disqualified for any reason by Safety or operations, they are terminated. They will be removed from UIIA, our dispatch systems, and will not be eligible for dispatch again.

## DRIVING VIOLATIONS

Drivers will be assigned a point system for each violation incurred on a roadside inspection. The point system will be for a rolling 12-month evaluation period during which time a driver can reduce his/her points for each clean inspection worth five (5) points. A driver’s points will reset to zero after they demonstrate a consecutive 12 months of safe, violation free driving. This program will go into effect February 7, 2019. In both the Unsafe Driving and Hours of Service categories the driver cannot exceed more than 30 points within a 12-month period.

### UNSAFE DRIVING RELATED EVENTS

DRIVING VIOLATION	OFFENSE	POINTS
All driver controllable violations listed under the Unsafe Driving Category other than graduated speed	ANY	10
Speeding 10 mph over the limit or less	1 <sup>st</sup>	5
Speeding 10 mph over the limit or less	2 <sup>nd</sup>	10
Speeding 10 mph over the limit or less	3 <sup>rd</sup>	20
Speeding 11 mph over the limit or greater	1 <sup>st</sup>	10
Speeding 11 mph over the limit or greater	2 <sup>nd</sup>	20
Speeding Construction/Work Zone	1 <sup>st</sup>	10
Speeding Construction/Work Zone	2 <sup>nd</sup>	20

**\*\*Note:** On inspections where the speed overage is not specified each offense will count 10 points. Violations classified as 392.2 and described as a driver controllable Unsafe Driving behavior will count 10 points. Graduated speed violations listed under 392.2 will follow the same point valuation as listed above.

Point Total	Corrective Action
<b>10 Points or less</b>	Safety Counseling, Assigned Training targeting specific violation, Written Warning Letter.
<b>11 - 20 Points</b>	Counseling with Operations and Safety, Assigned training targeting specific violation, written warning, and 6 month safety probation.
<b>21 – 29 Points</b>	Counseling with Operations and Safety, assigned training targeting specific violation, Written Warning, 12 month Safety Probation, Minimum 4-day suspension (driver will not return to duty until training has been completed.
<b>30 + Points</b>	Driver will be presented to the SRC (Safety Review Committee) to determine disciplinary action, up to and including termination.

### SPEEDING REPORTS

At least once per month, drivers speeding reports will be run by the Safety department. The data is collected through Field Warrior and the GPS tracking devices in the trucks. Driver speed data will be tracked over time, and corrective action will be dispensed at the discretion of the Director of Safety. Drivers will meet with safety individually to discuss the report. The data may be used in whole as part of safety meetings or future talks with management or drivers. If data will be shown to a group of your peers, names may be redacted to protect your standing with the company and peers.

### VEHICLE MAINTENANCE VIOLATIONS

VIOLATION	OFFENSE	DISCIPLINE
Any vehicle Maintenance Violation	1 <sup>st</sup>	Written warning, Assigned safety training (specific to violation)
Repeated vehicle maintenance violation (must be same violation)	2 <sup>nd</sup>	2 day suspension from dispatch
Repeated vehicle maintenance violation (must be same violation)	3 <sup>rd</sup>	Termination of Contract/Employment

### HOURS OF SERVICE RELATED EVENTS

HOURS OF SERVICE VIOLATION	OFFENSE	POINTS
Any violation that results in an OOS order relating to hours of service violations	ANY	10
All other violations that do not result in an OOS order related to Hours of Service violations, excluding Form and Manner hours	ANY	7
Form and Manner violations	ANY	2
Two (2) OOS Orders received within a 12 month Period		30

POINT TOTAL	CORRECTIVE ACTION(S)
10 Points or less	Safety Counseling, Assigned Training targeting specific violation, Written Warning Letter.
11 – 20 Points	Counseling with Operations and Safety, Assigned training targeting specific violation, written warning, and 6 month safety probation.
21 – 29 Points	Counseling with Operations and Safety, assigned training targeting specific violation, Written Warning, 12 month Safety Probation, Minimum 4-day suspension (driver will not return to duty until training has been completed.
30 + Points	Driver will be presented to the SRC (Safety Review Committee) to determine disciplinary action, up to and including termination.

### COMBINATION OF FATIGUE AND UNSAFE DRIVING RELATED EVENTS:

Any driver which on a single inspection receives 30 points related to both Fatigue and Unsafe Driving categories will be presented to the SRC (Safety Review Committee) to determine disciplinary action, up to and including termination.

**ACCIDENT RELATED EVENTS**

ACCIDENT TYPE	OFF.	DISCIPLINE
Major PREVENTABLE accident after full investigation	1 <sup>st</sup>	Termination of Contract/Employment
Minor PREVENTABLE accident after full investigation (over \$2500 cumulative damage)	1 <sup>st</sup>	Written Warning
Minor PREVENTABLE accident after full investigation (over \$2500 cumulative damage)	2 <sup>nd</sup>	Termination of Contract/Employment
Minor PREVENTABLE accident after full investigation (under \$2500 cumulative damage)	1 <sup>st</sup>	Written Warning
Minor PREVENTABLE accident after full investigation (under \$2500 cumulative damage)	2 <sup>nd</sup>	2-day suspension from dispatch
Minor PREVENTABLE accident after full investigation (under \$2500 cumulative damage)	3 <sup>rd</sup>	Termination of Contract/Employment
Conviction of a moving violation that results in a fatality	1 <sup>st</sup>	Termination of Contract/Employment
Failure to report any/all accidents, personal injury, spillage, or contamination	1 <sup>st</sup>	Termination of contract/Employment
Improper use of Company equipment resulting in any accident	1 <sup>st</sup>	Termination of Contract/Employment

**EQUIPMENT VIOLATIONS**

VIOLATION	OFF.	DISCIPLINE
Unauthorized haul of freight	1 <sup>st</sup>	Termination of Contract/Employment
Failure to report breakdowns that lead to shipment delay and service failure	1 <sup>st</sup>	Written Warning
Failure to report breakdowns that lead to shipment delay and service failure	2+	One day suspension from dispatch
Failure to keep periodic (annual) Inspection Current	ANY	Driver "Inactive" Status until compliance
Failure to complete CSA inspection within 5 days of Notification Date	ANY	Driver "Inactive" Status until compliance
Failure to forward a Monthly Maintenance Record	ANY	Driver "Inactive" Status until compliance

**CONDUCT VIOLATIONS**

<b>VIOLATION</b>	<b>OFF.</b>	<b>DISCIPLINE</b>
Theft	1 <sup>st</sup>	Termination of Contract/Employment, and reimbursement for stolen property.
Violating an Out-Of-Service order (by DOT, police, or Safety)	1 <sup>st</sup>	Termination of Contract
Filing of a false employment application	1 <sup>st</sup>	Termination of Contract/Employment
Unauthorized abandonment of equipment (Chassis, Container, Tractor)	1 <sup>st</sup>	Written Warning, Driver held liable for any losses.
Unauthorized abandonment of equipment (Chassis, Container, Tractor)	2 <sup>nd</sup>	Termination of Contract/Employment, driver held liable for any losses
Failure to complete all reports, trip sheets, and daily vehicle inspection reports	Any	Result of "Inactive" Status until compliance
Failure to submit logs as mandated by the FMCSA	Any	Result of "Inactive" Status until compliance
Unauthorized Passenger(s)	1 <sup>st</sup>	1 day suspension from dispatch, Written Warning.
Unauthorized Passenger(s)	2 <sup>nd</sup>	Termination of Contract/Employment
Failure to use on-board recording device when required	1 <sup>st</sup>	24 Hour Suspension
Failure to use on-board recording device when required	2 <sup>nd</sup>	48 Hour Suspension
Failure to use on-board recording device when required	3 <sup>rd</sup>	Termination of Contract/Employment

**M&J MONTHLY LOG AUDIT POLICY**

Safety Department at M&J INTERMODAL will perform monthly audits of driver logs. Violations that are discovered during monthly log audits will be subject to corrective action just as they would be on a roadside inspection.

Drivers with 3 or more violations of the 8, 11, 14, or 70 hour rules, or 3 or more log falsifications during an M&J intermodal monthly log audit will be subject to:

<b>OFFENSE</b>	<b>CORRECTIVE ACTION(S)</b>
FIRST	Verbal Warning
SECOND	Warning Letter and Retraining at terminal.
THIRD	Warning Letter, retraining at terminal, 6 months probation, and subject to termination.
FOURTH	Termination.

**SAFETY REVIEW COMMITTEE AND APPEAL PROCESS:**

To request a review, the driver is required to submit a written appeal within 10 days of being informed of the initial preventability ruling. To warrant consideration, the drivers appeal must state precisely why the driver feels the ruling was unfair

After receiving the written appeal, M&J INTERMODAL Safety review committee will convene promptly (as necessary, or a minimum of once every business quarter) to review all appeals. The review committee will consist of a five person board including:

1. A chairperson well versed in fleet safety and M&J INTERMODAL. safety program, policies, and related procedures. The chairperson will be responsible for verbally reviewing the facts surrounding each accident up for review including all relevant data, the reasoning behind the initial determination, and the driver's written appeal. The chairman will vote only in the event of a tie vote (split decision).
2. A representative from the company's Operations department who is familiar with M&J INTERMODAL scheduling, routing, and related subjects, and who can answer questions regarding operating procedures, customer demands, and delivery practices.
3. A vehicle maintenance representative who can respond to equipment-related questions or concerns and is familiar with the company's vehicle maintenance procedures and practices.
4. Two M&J INTERMODAL drivers with superior safety performance records, capable of evaluating the written appeal statements with impartiality.

To minimize the risk of bias when making final preventability rulings, appealing drivers will not be permitted to present their case in person. Further, all written appeals will be submitted to the review board anonymously (appealing drivers will not be identified). After thorough review and discussion, the review committee will reach a decision via secret ballot. Each vote shall be anonymous and contain only the case number and notation as to whether the discipline stands.

The chairperson will count the votes and is responsible for informing the driver in writing of (including the specific reasons for) the decision rendered by the committee. All decisions will be personally presented to the driver by the chairperson and all decisions reached by M&J INTERMODAL Safety review committee are final. M&J INTERMODAL believes that anyone who participates on a review committee will be rewarded with a sharpened sense of safety and defensive driving. Since participation is considered by the company to be an educational experience, the committee will rotate members on a periodic basis. This will serve to involve as many contractors as possible in the process.

# VII. DRIVER PAYROLL

## PAYROLL SCHEDULE

Our pay week runs **Monday through Sunday**. Paychecks will be issued on **Friday starting at 2:00 PM.** Keep track of the TMP's you ran so that you can verify your pay. Errors occasionally occur, and having the tmp's ready can speed up the verification process.

## REQUIREMENTS FOR PAYMENT

Your documentation and paperwork that you submit is how you will be paid, and the procedure for paperwork must be completed correctly in order for your pay to be correct. Paperwork is to be handed in within 24 hours of move

Our customers require signed bills of lading, signed delivery receipts, and J-1's within 24 hours of move in order for us to receive payment. You **MUST** turn in the following items in order to be paid in a timely manner. If these items are not received by you, your payment will be delayed:

1. Completed tripsheet that is Dated, Name, truck #, all containers and chassis listed, Customer name, city and state.
2. SIGNED Bill of lading – for all pickups
3. SIGNED Cartage ticket – for all pickups and deliveries
4. In and Out-gate J-1's – **MUST** show correct Container/Chassis numbers
5. All scale tickets and receipts if you had to scale
6. All rails must be listed on tripsheet
7. TMP# listed to each move
8. Lumper/Reefer Fuel/Road Repaid receipts

### ***Loads that originate at a customer (picking up a load):***

Should be accompanied by TWO COPIES of the Bill of lading

- One copy should be placed in the bill box on the nose of the container and please make sure that the box is sealed
- The other copy needs to be handed in with your tripsheets, J-1's, and driver's logs within 24 hours.

### ***Loads that are delivered:***

Must have a signed copy of the Bill of lading and a signed cartage ticket and handed in with your tripsheet, J-1, and lumper receipt within 24 Hours.

### ***All bills of lading / cartage tickets need to be signed!***

If customer refuses to sign, you must call your dispatcher before you leave the customer. Without doing so, our customer can refuse to pay for the move; therefore you will not be paid.

### ***If there are no bills at a customer***

You must call dispatch immediately to inform them. If your dispatcher can not get bills faxed over to you then they will tell you to fill out a cartage ticket (which must be signed). This must be approved by dispatch so that we can tell our customer of missing bills so we are paid for the move and so we can pay you.

### **Crosstown Moves**

1. Completed tripsheet is dated, Name, and Company Name, Truck #, all containers and chassis listed
2. You must turn in all In-gate and Out-gate J-1's (must show correct container/chassis number)
3. List each rail to rail on your tripsheet in the order that you completed the move with the TMP# Listed.

If this paperwork is not received within 24 hours by you, you may not be paid in a timely fashion. If you fail to follow these procedures, you will not be paid for your move.

## **CARTAGE TICKETS WITHOUT SIGNATURES WILL NOT BE PAID**

- Ingate after the cutoff date won't be paid UNLESS Driver pay team is notified from dispatchers otherwise.
- All work must be listed on your trip sheet otherwise Driver pay team is unable to pay you for a load. Driver pay issues paychecks based on your trip sheet, so you will not get paid for unlisted work.
- All container numbers must be listed, including containers picked up for drop and hook moves.

## **DETENTION AT THE CUSTOMER**

M&J INTERMODAL will pay the driver detention for delays above 2 hours while at the customer's location if M&J INTERMODAL is able to bill back the customer for this detention. It is extremely important that the procedure is followed exactly, or detention will not be paid. If detention occurs during the delivery, the time details (arrival time, started loading/unloading, completed loading/unloading & departure time) must be on the signed POD or Bill of Lading. Otherwise, Detention will not be processed.

- Driver MUST be on time for appointment. If driver is late at all, we are unable to charge back for Detention.
- Driver must notify dispatch 30 minutes before entering detention that they are still at warehouse, about to enter detention.
- Driver must notify dispatch when they have entered detention.
- If detention lasts less than 30 minutes, we cannot charge our customer back, therefore you will not be paid.
- Drivers will make \$21/hour detention time.
- When leaving, driver must get time-in and time-out on POD or Bill of Lading, and POD OR BOL MUST BE SIGNED by the warehouse or detention will NOT be paid.

## **SCALING / WEIGHT LIMITS**

You must notify your dispatcher for any Bill of lading and/or that J-1 that shows these weights;

**JB HUNT – 40,000 LBS OR MORE**

**CH ROBINSON – 40,000 LBS OR MORE**

**SCHNEIDER – 38,000 LBS OR MORE**

**T.D.I.S. – 43,000 LBS OR MORE**

The load may need to be scaled, or you may have to return it to customer's yard. Once dispatch gives you the okay, then you can scale. **IF YOU ARE TOLD TO SCALE, YOU MUST SCALE.**

*When picking up a load from rail yard:* If the load needs to be scaled, you must scale at the nearest scale to the rail. No exceptions.

*When picking up from Shipper:* If the load needs to be scaled you must scale at the nearest scale to the customer, no exceptions.

All loads must be made legal before going to customer or in gating. You must go to the nearest scale as stated above. Once you scale, call dispatch with your weights and dispatch can tell you where to take the load (either back to the rail, customer, etc.) Always turn in all scale tickets and receipts, even if you did not have to pay out of pocket.

## **REEFER FUEL**

Reefer fuel receipts must indicate: Reefer fuel, Date, Gallons Purchased, Price per Gallons, and total dollar amount purchased. Customers will not accept receipts unless all of this information is PRINTED, not WRITTEN on receipts.

Expense reports: An expense report must be turned in for any purchase to be reimbursed to the driver. For example, Reefer fuel, Scale Tickets paid out of pocket, etc.

If receipts are not turned into the office and we are charged back from the customer, the driver will be held responsible for the cost of the reefer fuel.



# VIII. DRUG & ALCOHOL POLICY

## INTRODUCTION

M&J INTERMODAL is dedicated to the health and safety of our drivers. Drug and/or alcohol use may pose a serious threat to driver health and safety. Therefore, it is the policy of M&J INTERMODAL to prevent the use of drugs and abuse of alcohol from having an adverse effect on our drivers.

The serious impact of drug use and alcohol abuse has been recognized by the federal government. The Federal Motor Carrier Safety Administration (FMCSA) has issued regulations which require the company to implement an alcohol and controlled substances testing program.

The purpose of the FMCSA issued regulations is to establish programs designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles.

The company will comply with these regulations and is committed to maintaining a drug-free workplace. It is the policy of M&J INTERMODAL that the use, sale, purchase, transfer, possession, or presence in one's system of any controlled substance (except medically prescribed drugs) by any driver while on the company premises, engaged in company business, operating company equipment, or while under the authority of M&J INTERMODAL is strictly prohibited. Disciplinary action will be taken as necessary.

Neither this policy nor any of its terms are intended to create a contract of employment or contain the terms of any contract of employment. The company retains the sole right to change, amend, or modify any term or provision of this policy without notice. This policy is effective March 31st 2017, and will supersede all prior policies and statements relating to alcohol or drugs.

## *REGULATORY REQUIREMENTS*

All drivers who operate commercial motor vehicles that require a commercial driver's license under 49 CFR Part 383 are subject to the FMCSA's drug and alcohol regulations, 49 CFR Part 382.

## *NON-REGULATORY REQUIREMENTS*

The Federal Motor Carrier Safety Regulations (FMCSRs) set the minimum requirements for testing. The company's policy in certain instances may be more stringent. This policy will clearly define what is mandated by the FMCSRs and what is company procedure.

## *WHO IS RESPONSIBLE*

It is the company's responsibility to provide testing for the driver that is in compliance with all federal and state laws and regulations, and within the provisions of this policy. The company will retain all records related to testing and the testing process in a secure and confidential matter.

M&J INTERMODAL's alcohol and drug program administrator who is designated to monitor, facilitate, and answer questions pertaining to these procedures is:

**Jeffrey K Bessent, Director of Safety**  
**4900 S Mason Ave Chicago, IL 60638**  
**708-430-7800 EXT.17**

The driver is responsible for complying with the requirements set forth in this policy. The driver will not use, have possession of, abuse, or have the presence of alcohol or any controlled substance in excess of regulation-established threshold levels while on duty. The driver will not use alcohol within 4 hours of performing a "safety-sensitive" function, while performing a "safety-sensitive" function, or immediately after performing a "safety-sensitive" function. The driver must submit to alcohol and controlled substances tests administered under Part 382.

All supervisors must make every effort to be aware of a driver's condition at all times the driver is in service of the company. The supervisor must be able to make reasonable suspicion observations to determine if the driver is impaired in some way, and be prepared to implement the requirements of this policy if necessary.

## **DEFINITIONS OF TERMS (FMCSA)**

When implementing and interpreting the drug and alcohol policies and procedures required by the FMCSA as well as the policies and procedures required by the company, the following definitions apply:

### **ADULTERATED SPECIMEN**

A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

### **AFFILIATE**

Persons are affiliates of one another if, directly or indirectly, one controls or has the power to control the other or a third party controls or has the power to control both. Indicators of control include, but are not limited to; interlocking management or ownership; shared interest among family members; shared facilities or equipment; or common use of contractors. Following the issuance of a public interest exclusion, an organization having the same or similar management, ownership, or principle contractors as the service agent concerning who a public interest exclusion is in effect is regarded as an affiliate.

### **AIR BLANK**

In evidential breath testing devices (EBT's) using gas chromatography technology, a reading of the devices internal standard. In all EBT's, a reading of ambient air containing no alcohol.

### **ALCOHOL**

The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohols.

### **ALCOHOL CONCENTRATION**

The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this part.

### **ALCOHOL CONFIRMATION TEST**

A subsequent test using an EBT, following a screening test with a result of 0.02 or greater, that provides quantitative data about the alcohol concentration.

### **ALCOHOL SCREENING DEVICE (ASD)**

A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.

### **ALCOHOL SCREENING TEST**

An analytic procedure to determine whether an contractor may have a prohibited concentration of alcohol in a breath or saliva specimen.

**ALCOHOL TESTING SITE**

A place selected by the employer where contractors present themselves for the purpose of providing breath or saliva for an alcohol test.

**ALCOHOL USE**

The drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.

**ALIQUOT**

A fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

**BLIND SPECIMEN OR BLIND PERFORMANCE TEST SPECIMEN**

A specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier so that the laboratory cannot distinguish it from an contractor specimen.

**BREATH ALCOHOL TECHNICION (BAT)**

A person who instructs and assists contractors in the alcohol testing process and operates an evidential breath testing device.

**CANCELLED TEST**

A drug or alcohol test that has a problem identified that cannot or has not been corrected, or which this part otherwise required to be cancelled. A cancelled test is neither a positive nor a negative test.

**CHAIN OF CUSTODY**

The procedure used to document the handling of the urine specimen from the time the contractor gave the specimen to the collector until the specimen is destroyed. This procedure uses the Federal Drug Testing Custody and Control form (CCF)

**COLLECTION CONTAINER**

A container into which the contractor urinates to provide the specimen for a drug test.

**COLLECTION SITE**

A place selected by the employer where contractors present themselves for the purpose of providing a urine specimen for a drug test.

**COLLECTOR**

A person who instructs and assists contractors at a collection site, who receives and makes an initial inspection of the specimen provided by those contractors and who initiates and completes the CCF.

**CONFIRMATORY DRUG TEST**

A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or drug metabolite.

**CONFIRMATORY VALIDITY TEST**

A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

**CONFIRMED DRUG TEST**

A confirmation test result received by an MRO from a laboratory.

**CONSORTIUM / THIRD-PARTY ADMINISTRATOR (C/TPA)**

A service agent that provides or coordinates the provision of a variety of drug and alcohol testing services to employers. The C/TPAs typically perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of contractors who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members. C/TPAs are not "employers" for this part.

**CONTINUING EDUCATION**

Training for substance abuse professionals (SAPs) who have completed qualification training and are performing SAP functions, designed to keep SAPs current on changes and developments in the DOT drug and alcohol testing program.

**DESIGNATED EMPLOYER REPRESENTATIVE (DER)**

An contractor authorized by the employer to take immediate action(s) to remove contractors from safety-sensitive duties, or cause contractors to be removed from these covered duties, and to make required decisions in the testing and evaluations for the employer, consistent with the requirements of this part. Service agents cannot act as DER's.

**DILUTE SPECIMEN**

A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

**DISABLING DAMAGE**

Damage that precludes departure of a motor vehicle from the scene of an accident in its usual manner in daylight after simple repairs.

1. *Inclusions.* Damage to motor vehicles that could have been driven, but would have been further damaged if so driven.
2. *Exclusions:*
  - a. Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
  - b. Tire disablement without other damage even if no spare tire is available.
  - c. Headlight or Tail light damage.
  - d. Damage to turn signals, horn, or windshield wipers which make them inoperative.

**DOT, THE DEPARTMENT, DOT AGENCY**

These terms encompass all DOT agencies, including but not limited to, the United States Coast Guard (USCG), the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carriers Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). These terms include any designee of a DOT agency.

**DRUGS**

The drugs for which tests are required under this part and DOT agency regulations are marijuana, cocaine, amphetamines, phencyclidine (PCP), and opiates.

**EMPLOYEE**

Any person who is designated in a DOT agency regulation as subject to drug testing and/or alcohol testing. The term includes individuals currently performing safety-sensitive functions designated in DOT agency regulations and applicants for employment subject to pre-employment testing. For purposes of drug testing under this part, the term employee has the same meaning as the term "donor" as found on the CCF and related guidance materials produced by the Department of Health and Human Services.

**EMPLOYER**

Any person or entity employing one or more employees) including an individual who is self-employed) subject to the DOT agency regulations requiring compliance with this part. The term includes an employer's officers, representatives, and management personnel. Service agents are not employers for the purposes of this part.

**ERROR CORRECTION TRAINING**

Training provided to BAT's, collectors, and screening test technicians (STTs) following an error that resulted in the cancellation of a drug or alcohol test. Error correction training must be provided in person or by a means that provides a real-time observation and interaction between the instructor and trainee.

**EVIDENTIAL BREATH TESTING DEVICE (EBT)**

A device approved by the NHTSA for the evidential testing of breath at the 0.02 and 0.04 alcohol concentrations, placed on the NHTSA's Conforming Products List (CPL) for "Evidential Breath Measurement Devices" and identified on the CPL as conforming with the model specifications available from NHTSA's Traffic Safety Program.

**HHS**

The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

**INITIAL DRUG TEST (ALSO KNOWN AS A SCREENING DRUG TEST)**

The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

**INITIAL SPECIMEN VALIDITY TEST**

The first test used to determine if a urine specimen is adulterated, diluted, substituted or invalid.

**INVALID DRUG TEST**

The result reported by an HHS-certified laboratory in accordance with the criteria established by HHS mandatory guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

**INVALID RESULT**

The result reported by a laboratory for a urine specimen that contains an unidentified adulterant, contains an unidentifiable interfering substance, has an abnormal physical characteristic, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing testing or obtaining a valid drug result.

**LABORATORY**

Any U.S. Laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

**LIMIT OF DETECTION (LOD)**

The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

**LIMIT OF QUANTITATION**

For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

**MEDICAL REVIEW OFFICER**

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

**NEGATIVE RESULT**

The result reported by an HHS-certified laboratory to an MORO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

**NON-NEGATIVE SPECIMEN**

A urine specimen that is reported as adulterated, substituted, positive (for drugs(s) or drug metabolite(s)) and/or invalid.

**OFFICE OF DRUG AND ALCOHOL POLICY AND COMPLIANCE (ODAPC)**

The office in the Office of the Secretary, DOT, that is responsible for coordinating drug and alcohol testing program matters within the Department and providing information concerning the implementation of this part.

**OXIDIZING ADULTERANT**

A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or a drug or drug metabolites, or affects the reagents in either the initial or the confirmatory drug test.

**POSITIVE RESULT**

The result reported by an HHS-certified laboratory when a specimen contains a drug or drug metabolite equal or greater than the cutoff concentrations.

**PRIMARY SPECIMEN**

In drug testing, the urine specimen bottle that is opened and tested by a first laboratory to determine whether the contractor has a drug or drug metabolite in his or her system; and for the purposes of validity testing. The primary specimen is distinguished from the split specimen, defined in this section.

**QUALIFICATION TRAINING**

The training required in order for a collector, BAT, MRO, SAP or STT to be qualified to perform their functions in the DOT drug and alcohol testing program. Qualification training may be provided by any appropriate means (e.g., classroom instruction, internet application, CD-ROM video).

**RECONFIRMED**

The result reported for a split specimen when the second laboratory is able to corroborate the original result for the primary specimen.

**REFRESHER TRAINING**

The training required periodically for qualified collectors, BATs, and STTs to review basic requirements and provide instruction concerning changes in technology (e.g., new testing methods that may be authorized) and amendments, interpretations, guidance and issues concerning this part and DOT agency drug and alcohol testing regulations. Refresher training can be provided by any appropriate means (e.g., classroom instruction, internet application, CD-ROM video).

**REFUSED TO SUBMIT / REFUSAL TO SUBMIT**

Refers to an alcohol or drug test in which the driver

1. Fails to appear for any test (except pre-employment) within a reasonable time, as determined by the company, consistent with applicable DOT regulations, after being directed to do so by the company. This includes the failure of a driver (including an owner-operator) to appear for a test when called by a C/TPA;
2. Fails to remain at the testing site until the testing is complete (except pre-employment if the driver leaves before the testing process begins);
3. Fails to provide a urine specimen for any DOT required drug test (except pre-employment if the driver leaves before the testing begins);
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the drivers provision of the specimen;
5. Fails to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
6. Fails or declines to take a second test the employer or collector has directed the driver to take;
7. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER (In the case of a pre-employment drug test, the employee is deemed to have refused to test on this bases only if the pre-employment test id conducted following a contingent offer of employment);
8. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector);
9. For an observed collection, fails to follow the observer's instructions to raise his/her clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if he/she has any type of prosthetic or other device that could be used to interfere with the collection process;
10. Possesses or wears a prosthetic or other device that could be used to interfere with the collection process;
11. Admits to the collector or MRO that he/she adulterated or substituted the specimen
12. Is reported by the MRO as having a verified adulterated or substituted test result.

### **REJECTED FOR TESTING**

The result reported by an HHS-certified laboratory when no tests are performed for a specimen because of a fatal flaw or a correctable flaw that is not corrected.

### **SAFETY SENSITIVE FUNCTION**

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. Safety sensitive functions include:

- All time at an employer or 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 company;
- All time inspecting equipment as required by Secs. §392.7 and §392.8, or otherwise inspecting, servicing or conditioning any commercial motor vehicle at any time;
- All time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving time, in or upon any commercial motor vehicle, except time spent resting in a sleeper berth (a berth conforming to the requirements of Sec. §393.76);
- All time 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; and
- All time repairing obtaining assistance, or remaining in attendance upon a disabled vehicle.

### **SCREENING DRUG TEST**

See initial drug test definition above.

**SCREENING TEST TECHNICIAN (STT)**

A person who instructs and assists employees in the alcohol testing process and operates an ASD.

**SECRETARY**

The secretary of Transportation or the Secretary's Designee.

**SERVICE AGENT**

Any person or entity, other than an employee of an employer, who provides services to employers and/or employees in connection with the DOT drug and alcohol testing requirements. This includes, but is not limited to, collectors, BATs and SSTs, laboratories, MROs, substance abuse professionals, and C/TPAs. To act as service agents, persons and organizations must meet DOT qualifications, if applicable. Service agents are not employers for purposes of this part.

**SHIPPING CONTAINER**

A container that is used for transporting and protecting urine specimen bottles and associated documents from the collection site to the laboratory.

**SPECIMEN BOTTLE**

The bottle that, after being sealed and labeled according to the procedures in this part, is used to hold the urine specimen during transportation to the laboratory.

**SPLIT SPECIMEN**

In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.

**SPLIT SPECIMEN COLLECTION**

A collection in which the urine collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

**STAND-DOWN**

The practice of temporarily removing an contractor from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test result.

**SUBSTANCE ABUSE PROFESSIONAL (SAP)**

A person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

**SUBSTITUTED SPECIMEN**

A urine specimen with creatinine and specific gravity levels that are so diminished or so divergent that they are not consistent with normal human urine.

**VERIFIED TEST**

A drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determinations by the MRO.



## ALCOHOL PROHIBITIONS

Part 382, Subpart B, prohibits any alcohol misuse that could affect performance of safety-sensitive functions. This alcohol prohibition includes:

- Use while performing safety-sensitive functions;
- Use during the 4 hours before performing safety-sensitive functions;
- Reporting for duty or remaining on duty to perform safety functions with an alcohol concentration of .04 or greater;
- Use of alcohol for up to 8 hours following an accident or until the driver undergoes a post-accident test; or
- Refusal to take a required test

NOTE: Per FMCSA regulation (§382.505), a driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform, nor be permitted to perform, safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following the administration of the test.

## DRUG PROHIBITIONS

Part 382, Subpart B, prohibits any drug use that could affect the performance of safety-sensitive functions. This drug prohibition includes:

- use of any drug, except when administered to a driver by, or under the instructions of, a licensed medical practitioner, who has advised the driver that the substance will not affect the driver's ability to safely operate a commercial motor vehicle. (The use of marijuana under any state statute is not a legitimate medical explanation. Under federal law, the use of marijuana or any *Schedule I* drug does not have a legitimate medical use in the United States.);
- Testing positive for drugs; or
- Refusing to take a required test

All drivers will inform the Safety Director of any therapeutic drug use prior to performing a safety-sensitive function. He/she may be required to present written evidence from a healthcare professional which describes the effects such medications may have on the driver's ability to perform his/her tasks.

## DRUG AND ALCOHOL TESTING TYPES

DOT and FMCSA regulations state that a motor carrier only has 6 valid reasons that a driver can be sent for a drug or alcohol test. The six testing types are:

1. Pre-Employment Drug Test
2. Random Drug Test Selection
3. Post-Accident Drug and Alcohol Test
4. Reasonable Suspicion Drug and Alcohol Test
5. Return-To-Duty Drug or Alcohol Test
6. Follow Up Drug or Alcohol Test

### *PRE-EMPLOYMENT DRUG TEST*

The Pre-Employment Drug Test is to ensure that a new-hire does not have drugs in their system before hiring. At M&J INTERMODAL, the pre-employment drug test is scheduled after Online Orientation has been completed by the driver, and before the hire day is scheduled. The Pre-Employment Drug Test does not include alcohol, because alcohol processes out of the body much faster than drugs, so having alcohol before the hire date is not illegal, nor does it go against the DOT regulations.

### *RANDOM DRUG TEST SELECTION*

M&J INTERMODAL will conduct random testing for all drivers as follows:

- M&J INTERMODAL will use a company wide selection process based on a scientifically valid method, prescribed by FMCSA regulations.
- M&J INTERMODAL will use a consortium. The consortium will use a selection process based on a scientifically valid method, prescribed by FMCSA regulations.
- Concentra OHS Consortium/MRO will administer the random testing program, maintaining all pertinent records on random tests administered.

At least 10 percent of the consortium's average number of driver positions will be tested for alcohol each year. At least 25 percent of the consortium's average number of driver positions will be tested for drugs each year.

The random testing will be spread reasonably throughout the calendar year. All random alcohol and drug tests will be unannounced, with each driver having an equal chance of being tested each time selections are made.

A driver may only be tested for alcohol while he/she is performing a safety-sensitive function, just before performing a safety-sensitive function, or just after completing a safety-sensitive function.

Once notified that he/she has been randomly selected for testing, the driver must proceed immediately to the assigned collection site.

### *POST-ACCIDENT DRUG AND ALCOHOL TEST*

As per §382.303, Drivers are to notify The Safety Department as soon as possible if they are involved in an accident. According to FMCSA regulations (Sec. 382.303), if the accident involved:

- A fatality
- Bodily Injury with immediate medical treatment away from the scene AND the driver received a citation, or
- Disabling damage to any motor vehicle requiring tow-away AND the driver received a citation

The driver will be tested for drugs and alcohol as soon as possible following the accident. The driver must remain readily available for testing. If the driver isn't readily available for alcohol and drug testing, he/she may be deemed as refusing to submit to testing. A driver involved in an accident may not consume alcohol for 8 hours or until testing is completed.

If the alcohol test is not administered within 2 hours following the accident The Safety Director will prepare a report and maintain a record stating why the test was not administered within two hours.

If the alcohol test is not administered within 8 hours following the accident, all attempts to administer the test will cease. A report and record of why the test was not administered will be prepared and maintained. The drug test must be administered within 32 hours of the accident. If the test could not be administered within 32 hours, all attempts to test the driver will cease.

The Safety Director will prepare and maintain a record stating the reasons why the test was not administered within the allotted time frame.

Upon notification that the requirements for Post Accident Drug and Alcohol Testing have been met, all efforts will be made to have the driver report to the nearest collection facilities. In the event the driver is not able to proceed to the facilities the After-hours and Remote Drug and Alcohol Service will be called to complete the testing.

### ***REASONABLE SUSPICION DRUG AND ALCOHOL TEST***

As per §392.307, If the driver's supervisor or another company official designated to supervise drivers believes a driver is under the influence of alcohol or drugs, the driver will be required to undergo a drug and/or alcohol test. The basis for this decision will be specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver.

The driver's supervisor or another company official will immediately remove the driver from any and all safety-sensitive functions and take the driver or make arrangements for the driver to be taken to a testing facility. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test may not administer the alcohol test.

Per FMCSA regulation, reasonable suspicion alcohol testing is only authorized if the observations are made during, just preceding, or after the driver is performing a safety sensitive function.

Per FMCSA regulation, if the driver tests 0.02 or greater, but less than 0.04, for alcohol the driver will be removed from all safety-sensitive functions, including driving a commercial motor vehicle, until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

If an alcohol test is not administered within two hours following a reasonable suspicion determination, the program administrator will prepare and maintain a record stating the reasons why the test was not administered within 2 hours.

If the test was not administered within 8 hours after a reasonable suspicion determination, all attempts to administer the test shall cease. A record of why the test was not administered must be prepared and maintained.

A written record of the observations leading to an alcohol or controlled substance reasonable suspicion test, signed by the supervisor or company official who made the observation, will be completed within 24 hours of the observed behavior or before the results of the alcohol or controlled substances test are released, whichever is first. A driver awaiting the results of a reasonable suspicion drug test will be suspended without pay.

### ***RETURN-TO-DUTY DRUG AND ALCOHOL TEST***

When a driver has failed an alcohol test, or tested positive for drugs, the driver will be provided with the contact information of a Substance Abuse Professional (SAP). The driver must be evaluated by an SAP and must complete the treatment recommended by the SAP (return to duty program), and must be tested again to prove completion of the program. Once negative results are received, the driver can return to driving duties.

### ***FOLLOW UP DRUG AND ALCOHOL TEST***

When a driver has completed their return-to-duty test, they are required by the FMCSA to, once a month, complete a follow-up drug or alcohol test (whichever is pertinent) for 12 months. The follow up tests will be scheduled and paid for by the driver.

## NON-NEGATIVE DRUG RESULTS

### CUTOFF CONCENTRATIONS

The following chart demonstrates the cutoff concentrations that a laboratory will refer to when reporting results. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL).

Initial test analyte	Initial Test Concentration	Cutoff	Confirmatory Analyte	Test	Confirmatory Test Cutoff Concentration
<b>Marijuana metabolites</b>	50 ng/mL		THCA <sup>1</sup>		15 ng/mL
<b>Cocaine metabolites</b>	150 ng/mL		Benzoylcegonine		100 ng/mL
<b>Opiate metabolites</b>					
<b>Codeine/Morphine<sup>2</sup></b>	2000 ng/mL		Codeine		2000 ng/mL
			Morphine		2000 ng/mL
<b>6-Acetylmorphine</b>	10 ng/mL		6-Acetylmorphine		10 ng/mL
<b>Phencyclidine</b>	25 ng/mL		Phencyclidine		25 ng/mL
<b>Amphetamines<sup>3</sup></b>					
<b>AMP/MAMP<sup>4</sup></b>	500 ng/mL		Amphetamine		250 ng/mL
			Methamphetamine <sup>5</sup>		250 ng/mL
<b>MDMA<sup>6</sup></b>	500 ng/mL		MDMA		250 ng/mL
			MDA <sup>7</sup>		250 ng/mL
			MDEA <sup>8</sup>		250 ng/mL

*On an initial drug test, results below the cutoff concentration must be reported as negative. If the result is above or at the cutoff concentration, a confirmation test must be conducted. On a confirmation test, results below the cutoff concentration must be reported as negative, and results at or above the cutoff concentration must be reported as positive.*

<sup>1</sup> Delta-9-Tetrahydrocannabinol-9-carboxylic acid (THCA).

<sup>2</sup> Morphine is the target analyte for codeine/morphine testing.

<sup>3</sup> Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

<sup>4</sup> Methamphetamine is the target analyte for Amphetamine/methamphetamine testing.

<sup>5</sup> To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL

<sup>6</sup> Methylenedioxyamphetamine (MDMA)

<sup>7</sup> Methylenedioxyamphetamine (MDA)

<sup>8</sup> Methylenedioxyethylamphetamine (MDEA)

### ***REFUSAL TO SUBMIT***

According to Sec. 382.211, a driver may not refuse to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or controlled substances test required by the regulations. A driver who refuses to submit to such tests may not perform or continue to perform safety-sensitive functions and must be evaluated by a substance abuse professional as if the driver tested positive for drugs or failed an alcohol test.

Refusal to submit includes failing to provide adequate breath or urine sample for alcohol or drug testing and any conduct that obstructs the testing process. This includes adulteration or substitution of a urine sample.

### ***DILUTE SPECIMENS***

If the MRO informs the company that a positive drug test was dilute, M&J INTERMODAL and M&J INTERMODAL will determine the further course of action. A dilute specimen may be treated as "Same as positive", or if the specimen is determined to be "Negative Dilute", then the specimen may be considered "Same as negative". The company will not direct the contractor to take another test based on the fact that the specimen was dilute. This is in accordance with §40.197.

If the MRO directs the company to conduct a recollection under direct observation (i.e., because the creatinine concentration of the specimen was equal to or greater than 2mg/dL, but less than or equal to 5 mg/DI (see §40.155(c)), M&J INTERMODAL will do so *immediately*.

The following provisions apply to all retests that M&J INTERMODAL sends the driver for under company policy:

- The contractor is given the minimum possible advance notice that he or she must go to the collection site;
- The result of the retest taken under §40.197(b), and not a prior test, is accepted as the test result of record;
- If the result of the retest taken under §40.197(b) is also negative and dilute, M&J INTERMODAL and will not make the contractor take an additional test because the result was dilute. Provided, however, that if the MRO directs M&J INTERMODAL to conduct a recollection under direct observation under §40.197(b) (1), the company must immediately do so.
- If the contractor declines to take a test as directed in accordance with §40.197(b), the contractor has refused the test for purposes part 40 and DOT agency regulations.

M&J INTERMODAL will conduct retests for all DOT required tests.

### ***INVALID RESULTS***

When the laboratory reports that the test result is an invalid result, the MRO must:

- Contact the contractor and inform the contractor that the specimen was invalid. In contacting the contractor, he/she uses the procedures set forth in §40.131.
- After explaining the limits of disclosure (see §40.135(d) and §40.327), the MRO must determine if the contractor has a medical explanation for the individual result. He/she must inquire about the medications the contractor may have taken.

If the contractor gives an explanation that is acceptable, the MRO must:

- Place a check mark in the "Test Cancelled" box (Step 6) on Copy 2 of the CCF and enter "Invalid Result" and "Direct Observation Collection Not Required" on the "Remarks" line.
- Report to the DER that the test is cancelled, the reason for cancellation, and that no further action is required unless a negative test result is required (i.e., pre-employment, return-to-duty, or follow-up tests). If a negative test result is required and the medical explanation concerns a situation in which the contractor has a permanent or long-term medical condition that precludes him or her from providing a valid specimen, the MRO must follow the procedures outlined at §40.160 for determining if there is clinical evidence that the individual is an illicit drug user.

- If the medical evaluation reveals no clinical evidence of drug use, the MRO must report this to the employer as a negative test result with written notations regarding the medical examination. The report must also state why the medical examination was required (i.e., either the basis for the determination that a permanent or long-term medical condition exists or because the recollection under direct observation resulted in another invalid result for the same reason, as appropriate) and for the determination that no signs and symptoms of drug use exist.
- If the medical evaluation reveals clinical evidence of drug use, the MRO must report the result to the employer as a cancelled test with written notations regarding the results of the medical examination. The report must also state why the medical examination was required (i.e., either the basis for the determination that a permanent or long-term medical condition exists or because the recollection under direct observation resulted in another invalid result for the same reason, as appropriate) and state the reason for the determination that signs and symptoms of drug use exist. Because this is a cancelled test, it does not serve the purpose of an actual negative test result **(i.e., the employer is not authorized to allow the contractor to begin or resume performing safety-sensitive functions, because a negative test result is needed for that purpose).**

If the contractor does not give a reasonable explanation, the MRO:

- Places a check mark in the “Test Cancelled” and enters “Invalid Result” and “Direct Observation Collection Required” on the “Remarks” line.
- Reports to the DER that the test is cancelled, the reason for cancellation, and that a second collection must take place immediately under direct observation.
- Instructs the employer to ensure that the contractor has the minimum possible advance notice that he or she must go to the collection site.

If the contractor admits to the MRO that he or she tampered with the specimen, the result is reported as a refusal to be tested. If the contractor admits to the MRO that he or she used drugs, the test is cancelled with the reason noted (invalid) and the DER is notified of the admission. The DER has actual knowledge of a violation and the occurrence is treated the same as a positive result.

When the test is invalid because the pH is greater than or equal to 9.0 but less than or equal to 9.5 and the contractor has no other medical explanation for the pH, the MRO should consider whether there is evidence of elapsed time and increased temperature that could account for the pH value. The MRO:

- Is authorized to consider the temperature conditions that were likely to have existed between the time of collection and transportation of the specimen to the laboratory, and the length of time between the specimen collection, and arrival at the laboratory.
- May talk with the collection site and laboratory to discuss time and temperature issues, including any pertinent information regarding specimen storage.

If the MRO determines that time and temperature;

- Account for the pH value, he or she must cancel the test and take no further action.
- Fail to account for the pH value, he or she must cancel the test and direct another collection under direct supervision, as provided at paragraph §40.159(a) (5).

## **ALCOHOL TESTING PROCEDURES**

Alcohol testing will be conducted at Concentra OHS or other approved facilities by a qualified breath alcohol technician (BAT) or screening test technician (STT), according to 49 CFR Part 40 procedures. Only products on the conforming products list (approved by the National Highway Traffic Safety Administration (NHTSA)) and Part 40 requirements will be utilized for testing under this policy.

The testing will be performed in a private setting. Only authorized personnel will have access, and are the only individuals who can see or hear the test results.

When the driver arrives at the testing site, the BAT or STT will ask for identification.

The driver may ask the BAT or STT for identification. The BAT or STT will then explain the testing procedure to the driver. The BAT or STT may only supervise one test at a time, and may not leave the testing site while the test is in progress.

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A screening test is performed first. When a breath testing device is used, the mouthpiece of the breath testing device must be sealed before use, and opened in the driver's presence. Then the mouthpiece is inserted into the breath testing device.

The driver must blow forcefully into the mouthpiece of the testing device for at least 6 seconds or until an adequate amount of breath has been obtained.

Once the test is completed, the BAT must show the driver the results. The results may be printed on a form generated by the breath testing device or may be displayed on the breath testing device. If the breath testing device does not print results and test information, the BAT is to record the displayed result, test number, testing device, serial number of the testing device, and time on the alcohol testing form. If the breath testing device prints results, but not directly onto the form, the BAT must affix the printout to the alcohol testing form in the designated space.

When an alcohol screening device (ASD) is used, the screening test technician (STT) must check the device's expiration date and show it to the driver. A device may not be used after its expiration date.

The STT will open an individually wrapped or sealed package containing the device in front of the driver and he/she will be asked to place the device in his/her mouth and use it in the manner described by the device's manufacturer.

If the driver declines to use the device, or in a case where the device doesn't activate, the STT must insert the device in the driver's mouth and use it in the manner described by the device's manufacturer. The STT must wear single-use examination gloves and must change the gloves following each test.

When the device is removed from the driver's mouth, the STT must follow the manufacturer's instructions to ensure the device is activated.

If the procedures listed above can't be successfully completed, the device must be discarded and new test must be conducted using a new device. Again, the driver will be offered the choice of using the new device or having the STT use the device for the test.

If the new test can't be successfully completed, the driver will be directed to immediately take a screening test using an evidential breath testing device (EBT).

The result displayed on the device must be read within 15 minutes of the test. The STT must show the driver the device and the its reading and enter the result on the ATF.

If the reading on the EBT or ASD is less than 0.02, both the driver and the BAT or STT must sign and date the result form. The form will then be confidentially forwarded to the company's designated employer representative (DER).

If the reading on the EBT or ASD is 0.02 or more, a confirmation test must be performed. An EBT must be used for all confirmation tests. The test must be performed after 15 minutes have elapsed, but within 30 minutes of the first test. The BAT will ask the driver not to eat, drink, belch, or put anything into his/her mouth. These steps are intended to prevent the buildup of mouth alcohol, which could lead to an artificially high result.

A new, sealed mouthpiece must be used for the new test. The calibration of the EBT must be checked. All of this must be done in the driver's presence.

If the results of the confirmation test and screening test are not the same the confirmation test will be used.

Refusal to complete and sign the alcohol testing form or refusal to provide breath or saliva will be considered a failed test, and the driver will be removed from all safety-sensitive functions until the matter is resolved.



## **DRUG TESTING PROCEDURES**

Drug testing will be conducted at Concentra OHS or other approved facilities. Specimen collection will be conducted in accordance with 49 CFR Part 40 and any applicable state law. The collection procedures have been designed to ensure the security and integrity of the specimen provided by each driver. The procedures will strictly follow federal chain of custody guidelines.

A drug testing custody and control form (CCF) will be used to document the chain of custody from the time the specimen is collected at the testing facility until it is tested at the laboratory.

A collection kit meeting the requirements of Part 40, Appendix A must be used for the drug test.

The collection of specimen must be conducted in a suitable location and must contain all necessary personnel, materials, equipment, facilities, and supervision to provide for collection, security, and temporary storage and transportation of the specimen to a certified laboratory.

When the driver arrives at the collection site, the collection site contractor will ask for identification. The driver may ask the collection site person for identification.

The driver will be asked to remove all unnecessary outer garments (coat, jacket) and secure all personal belongings. The driver may keep his/her wallet.

The driver will then wash and dry his/her hands. After washing hands, the driver must remain in the presence of the collection site person and may not have access to fountains, faucets, soap dispensers, or other materials that could adulterate the specimen.

The collection site person will select, or allow the driver to select, an individually wrapped or sealed container from the collection kit materials. Either the collection site person or the driver, with both individuals present, must unwrap or break the seal of the collection container. The seal on the specimen bottle may not be broken at this time. Only the collection container may be taken into the room used for urination.

The driver is then instructed to provide his/her specimen in a room that allows for privacy. The specimen must consist of at least 45 mL of urine. Within 4 minutes after obtaining the specimen, the collection site person will measure its temperature. The acceptable temperature range is 90 to 100 degrees Fahrenheit. If the specimen temperature is outside the acceptable range, the collector must note this on the CCF and must immediately conduct a new collection using direct observation procedures outlined in Sec.40.67. Both specimens must be sent to the lab for testing. The collector must notify both the DER and collection site supervisor that the collection took place under direct observation and the reason for doing so.

The collection site person will also inspect the specimen for color and look for signs of contamination or tampering. If there are signs of contamination or tampering, the collector must immediately conduct a new collection using direct observation procedures outlines in Sec. 40.67. Both specimens must be sent to the lab for testing. The collector must notify both the DER and collection site supervisor that the collection took place under direct observation and the reason for doing so.

The 45mL sample provided must be split into a primary specimen of 30 mL and a second specimen (used as the split) of 15 mL. The collection site person must place and secure the lids on the bottles, place tamper-evident bottle seals over the lids and down the sides of the bottles, and write the date on

the tamper-evident seals. The driver then initials the tamper-evident bottle seals to certify that the bottles contain specimens he/she provided. All of this must be done in front of the driver. All identifying information must be entered on the CCF by the collection site person.

The CCF must be signed by the collection site person, certifying collection was accomplished in accordance with the instructions provided. The driver must also sign this form indicating the specimen was his/hers.

The collector is responsible for placing and securing the specimen bottles and a copy of the CCF into an appropriate pouch or plastic bag. At this point, the driver may leave the collection site. The collection site must forward the specimens to the lab as quickly as possible, within 24 hours or during the next business day.

### *LABORATORY ANALYSIS*

As required by FMCSA regulations, only a laboratory certified by the Department of Health and Human Services (DHSS) to perform urinalysis for the presence of controlled substances will be retained by M&J INTERMODAL. The laboratory will be required to maintain strict compliance with federally approved chain-of-custody procedures, quality control, maintenance, and scientific analytical methodologies.

All specimens are required to undergo an initial screen followed by confirmation of all positive screen results.

### *RESULTS*

According to FMCSA regulation, the laboratory must report all test results directly to M&J INTERMODAL's medical review officer (MRO). All test results must be transmitted to the MRO in a timely manner, preferably the same day that the review by the certifying scientist is completed. All results must be reported.

The MRO is responsible for reviewing and interpreting all confirmed positive, adulterated, substituted, or invalid drug test results. The MRO must determine whether alternate medical explanations could account for the test results. The MRO must also give the driver who has a positive, adulterated, substituted, or invalid drug test an opportunity to discuss the results prior to making a final determination. After the decision is made, the MRO must notify the DER.

If the MRO, after making and documenting all reasonable efforts, is unable to contact a tested driver, the MRO shall contact the DER instructing him/her to contact the driver. The DER will arrange for the driver to contact the MRO before going on duty.

The MRO may verify a positive, adulterated, substituted, or invalid drug test without having communicated with the driver about the test results if:

- The driver expressly declines the opportunity to discuss the test with the MRO
- The DER has successfully made and documented a contact with the driver and instructed the driver to contact the MRO and more than 72 hours have passed since the time the DER contacted the driver; or
- Neither the MRO nor the DER, after making contact and documenting all reasonable efforts, has been able to contact the driver within 10 days of the date on which the MRO received confirmed invalid test results from the laboratory.

## **SPLIT SAMPLE**

As required by FMCSA regulations, the MRO must notify each driver who has a positive, adulterated, or substituted, drug test result that he/she has 72 hours to request the test of the split specimen. If the driver requests the testing of the split, the MRO must direct (in writing) the lab to provide the split specimen to another certified laboratory for analysis. There is no split specimen testing for an invalid result. The driver will pay for the testing of the split specimen.

If the analysis of the split specimen fails to reconfirm the results of the primary specimen, or if the split specimen is unavailable, inadequate for testing, or unstable, the MRO must cancel the test and report the cancellation and the reasons for it to the DER and the driver.

## **SPECIMEN RETENTION**

Long-term frozen storage will ensure that positive urine specimens will be available for any necessary retest. M&J INTERMODAL's designated drug testing laboratory will retain all confirmed positive specimens for at least 1 year in the original labeled specimen bottle.

## **CONFIDENTIALITY / RECORDKEEPING**

All driver alcohol and controlled substance test records are considered confidential (Sec. 382.401). For the purpose of this policy/procedure, confidential recordkeeping is defined as records maintained in a secure manner, under lock and key, accessible only to the program administrator. If the program administrator is unavailable, alternate DER will have access to the alcohol and controlled substance records.

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

- To the driver, upon his/her written request;
- Upon request of a DOT agency with regulatory authority over M&J INTERMODAL;
- Upon request of state or local officials with regulatory authority over M&J INTERMODAL;
- Upon request by the United States Secretary of Transportation;
- Upon request by the National Transportation Safety Board (NTSB) as part of an accident investigation;
- Upon request by subsequent employers upon receipt of a written request by a covered driver;
- In a lawsuit, grievance, or other proceeding if it was initiated by or on behalf of the complainant and arising from results of the tests; or
- Upon written consent by the driver authorizing the release to a specified individual.

All records will be retained for the time period required in Sec. §382.401.

## **DRIVER ASSISTANCE**

### *DRIVER EDUCATION AND TRAINING (SEC. 382.601)*

All drivers will be given information regarding the requirements of Part 382 and this policy by their supervisor. All drivers will be given a copy of this policy.

### *SUPERVISOR TRAINING*

According to FMCSA regulation, all contractors of M&J INTERMODAL designated to supervise drivers will receive training on this program. The training will include at least 60 minutes on alcohol misuse and 60 minutes on drug use. The training content will include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and drug use. The training allows supervisors to determine reasonable suspicion that a driver is under the influence of alcohol or drugs.

***REFERRAL, EVALUATION, AND TREATMENT (SEC. 382.605)***

According to FMCSA regulation, a list of substance abuse professionals will be provided to all drivers who fail an alcohol test or test positive for drugs. The driver will pay for the evaluation by the SAP and any treatment required.

According to FMCSA regulations, prior to returning to duty for M&J INTERMODAL, a driver must be evaluated by a SAP and must complete the treatment recommended by the SAP. Successful completion of a return to duty test and all follow-up tests is mandatory.

A driver who fails to complete an evaluation by the SAP, treatment recommended by the SAP, a return to duty test, or a follow-up test will be terminated.

**DRUG AND ALCOHOL DISCIPLINE**

The company may not stand-down a driver before the MRO has completed his/her verification process unless the company has applied for and has received an FMCSA issued waiver.

According to FMCSA regulation, no person who has failed an alcohol or drug test, or refused to test, will be allowed to perform safety-sensitive functions until the referral, evaluation, and treatment requirements have been complied with. The following company disciplinary measures apply to all reasonable suspicion, post-accident, and random tests.

***CONTROLLED SUBSTANCE POSITIVE TEST RESULT***

Upon notification that a driver has a drug test result of positive, adulterated, or substituted, the driver will be given the option of requesting a test of the split sample within 72 hours. If the driver has requested a test of the split sample, the driver will be suspended without pay until the results of a split sample test are obtained.

If the driver doesn't request a split sample test or the split sample test confirms the initial positive, adulterated, or substituted, drug test result, the driver will be terminated.

If the split sample testing disputed the initial test results or if the initial test results are designated invalid, the driver will be reinstated.

***REFUSAL TO TEST***

A driver's refusal to test for alcohol or controlled substances will be considered a positive test result. Adulteration or tampering with a urine or breath sample is considered conduct that obstructs the testing process and is considered a refusal to test. A driver whose conduct is considered a refusal to test will be terminated.

***FAILED ALCOHOL TEST RESULT:***

Upon notification that a driver has failed an alcohol test (0.04% BAC or greater), the driver will be terminated. Upon notification that a driver tested 0.02% BAC or greater, but less than 0.04% BAC in initial and confirmatory tests for alcohol, the driver will be terminated.