

# LYNCOACH TRUCK BODIES EMPLOYEE HANDBOOK

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## **COMPANY OFFICERS**

**2021 to present**

**President**

**Jim Bray**

**Chief Financial Officer**

**Larry Rushing**

**President**

**Jeff Kervin, TROJAN INDUSTRIES, INC.  
DBA LYNCOACH TRUCK BODIES**

## **WELCOME**

*On behalf of everyone at LYNCOACH TRUCK BODIES, welcome to the LYNCOACH team. We are glad you made the choice to come to work at LYNCOACH and join the talented craftsmen who make the best quality truck bodies and flatbeds in the industry. We are focused on providing a high-quality product to meet our customers' needs and trust that you will share the same desire to provide quality workmanship with courteous and efficient service to our valued customers.*

*We are committed to providing you with a fair and rewarding employment experience. Supervisors and Management are available to discuss with you any concerns that you may have during your employment. We will also be interested in your ideas to help make the company more efficient. We hope you will remain part of the LYNCOACH family for many years to come.*

*Thank you for choosing LYNCOACH. We are pleased to have you join the LYNCOACH team.*

*Sincerely,*

*Jim Bray, President, LYNCOACH TRUCK BODIES  
Larry Rushing, CFO, LYNCOACH TRUCK BODIES  
Jeff Kervin, President, TROJAN INDUSTRIES, INC.*

## **INTRODUCTION**

This handbook has been prepared to help you to become more familiar with LYNCOACH TRUCK BODIES and to make your integration into our organization a smooth one. It is not a contract or an agreement of employment for a definite period; rather, it is a summary of Company policies, work rules, and an overview of the benefits you enjoy as an employee. From time to time, conditions or circumstances may cause LYNCOACH to change, amend, or delete some of the policies and benefits contained in this handbook. When such changes are made, you may be notified of the new or revised policy and its effective date. However, LYNCOACH reserves the right to change, withdraw or add to these rules without notice.

Many of the Company's policies and employee benefits are briefly explained in this booklet. Descriptions of various fringe benefits (such as group insurance) are summaries only. Should the descriptions in this handbook differ with any formal agreement or document involved, the formal agreement or plan document shall be considered correct. If you have any questions or want more information, your supervisor will be glad to assist you, or you may speak to the President or CFO.

All employees are hired "*at will*" which means that either the employee or LYNCOACH is free to terminate the employment relationship at any time and at either party's discretion. No supervisor or other LYNCOACH representative has the authority to alter this relationship, and you should never interpret such person's remarks as a guarantee of continued employment.

Please take the time to read and become familiar with these policies in the handbook so that you will know what is expected of you and be better equipped to perform your duties satisfactorily.

We want you to feel free to voice work-related concerns or problems. We will be pleased to meet with you to discuss suggested improvements in working conditions. It is important to address problem issues early. If your supervisor cannot solve your problem, you may make an appointment to speak with management.

## **COMPANY HISTORY**

LYNCOACH TRUCK BODIES, a subsidiary of TROJAN INDUSTRIES, INC., is a privately-owned company located in Troy, Alabama. LYNCOACH designs and builds customized van bodies. The business was originally founded in 1916 in Morris, New York, by Holman Harry Linn. In 1927, Linn sold the Company to Republic Motor Company, and it was relocated to Oneonta, New York.

In the beginning, the Company built motor coaches for specialty vehicles. During World War II the Company began building specialty units for the Armed Forces and the Red Cross. After the war the Company was purchased by Great American Industries and built mobile medical units that were shipped all around the world.

In the early 1950's, Great American Industries decided to cease the manufacturing of mobile units and the Company sat idle temporarily. Then one of the employees, James Friery, reorganized the Company as LYNCOACH AND TRUCK COMPANY. During the reorganization, the idea for a new product emerged from LYNCOACH TRUCK BODIES--a product that mounted on top of vehicles and Mr. Friery purchased the line from Reynolds Metals.

In 1960, the Company relocated its operations to Troy, Alabama. Then in the late 1960s and through the 1970s, the Company added Ryder to their list of customers and began working around the clock building and shipping yellow trucks across the country. At the end of the Ryder era, the Company had to diversify and began building everything from satellite systems to mail carts used by the postal service, along with van body kits which were shipped broken down and assembled by a distributor network across the Southeastern United States. As market conditions changed, the distributor network gave way to dealer-direct sales, and the kits gave way to finished units. With these changes, LYNCOACH re-established their position in the van body market.

Jeff Kervin and David Phelps bought the Company in April 1996 from Kenneth (Kenny) Harris. During that time, the decision was made to add open landscape bodies (flatbeds with a dovetail and a fold down tailgate) designed primarily for hauling landscape equipment, as well as "Bodyscapers" (enclosed landscape units). On March 31, 2021, Jeff Kervin purchased shares of LYNCOACH owned by David Phelps. Larry Rushing and Jim Bray joined the ownership and management team of the company respectively on April 12 and April 26, 2021.

The goals of Jim, Larry and Jeff are to grow the Company by attracting motivated, professional, and competent personnel, who keep costs in control and craft a high-quality product. The potential of the company is positive and is expected to continue a positive growth pattern.

## GENERAL EMPLOYMENT INFORMATION

### Customer Service

LYNCOACH TRUCK BODIES, a division of TROJAN INDUSTRIES, INC. (herein referred to as *LYNCOACH*, or *the Company*), provides the highest quality products and service to our customers. Our valued customers are the reason we have jobs. A high degree of courtesy and willing service must be shown by all employees in dealing with customers and the public. Good customer service encompasses our entire process from start to finish.

***At LYNCOACH, we build quality products, sell them at reasonable prices, and stand behind our work.*** All employees are expected to *go the extra mile* to serve each customer's needs. Any requests, complaints or problems about the products should be reviewed with supervisors and management to resolve the issue to the customer's satisfaction. LYNCOACH expects each employee to be a valuable member of the team to produce high quality products that yield high customer satisfaction.

### Equal Employment Opportunity

LYNCOACH provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or status as a disabled veteran in accordance with applicable federal laws. In addition, the Company complies with all applicable state and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including, but not limited to hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

Any employee who feels his/her rights have been abused should bring any troublesome situation to management's attention so that corrective action may be taken.

### Employment At Will

LYNCOACH TRUCK BODIES is an *at-will* employer. This document does not create a contract between the Company and any person for employment or for the provision of any benefit. No commitments regarding employment or continuation of the programs or policies contained in this document are made. Neither this document, any other communication, nor any Company practice is intended to create, imply, or guarantee any term of employment or benefit, at any time.

Only the Company President may make an agreement for employment or other term, and such agreement must be in writing, must identify the employee by name and must be signed by the President and the employee. To alter the employment-at-will relationship, such writing must expressly state: "The employment at will relationship is altered," and must state: "Employment may only be discharged for cause." To expressly create a term of employment, the writing must state "the term of employment for this employee is .....". The Company reserves the right to interpret, amend or discontinue any benefit or other program at any time, without prior notice.

All employees are always free to terminate their employment with the Company at their will. Similarly, the Company has the right to terminate employment at any time, with or without cause. This document does not alter any written employment agreement between the Company and any employee which has been executed by the President and the employee.

## **Immigration Reform Act**

The Company will not knowingly employ, recruit, or refer any alien who is not authorized to work in the United States. Upon employment, you will be required to present verification of U.S. citizenship or lawful admittance to work in the United States as provided under the Immigration Reform and Control Act of 1986.

## **Introductory Status**

Up to the first 90 days you work with us is considered an introductory period. You will receive general information about the Company, your job duties and department rules. During this time, you are given a chance to learn your job, and your immediate supervisor is given a chance to observe you on the job. At the end of the introductory period, a review of your work performance may be conducted. Completion of an introductory period does not guarantee continued employment for any specific length of time. An introductory period is also applied when you move to new positions within the company.

## **Company Notices**

LYNCOACH will occasionally communicate to you as an employee with verbal or written notices. Notices may be verbally delivered by supervisors or be placed in paycheck envelopes, appear on bulletin boards, or occur through inter-office memos. It is your responsibility to read or listen to this information and it shall be presumed to have been received and read by all employees. It is your responsibility to understand and abide by all such instructions and correspondence. Feel free to ask your supervisor, President, or CFO for clarification when needed. Nothing may be posted on the bulletin board without the permission of the Company President.

## **Licensure**

If your job with LYNCOACH requires the operation of Company vehicles, you must present a valid driver's license at employment and maintain a driving record acceptable to our insurer. If your job function requires the use of company-owned vehicles, you must maintain a legal driving record in accordance with state and federal laws. If your driving record is not approved by the Company's insurance carrier you will be considered ineligible for employment in a driving capacity. You may be able to continue to work in production, provided you can arrange reliable transportation to and from work. If you are required to have CDL license, you must be at least 21 years old and must comply with any restrictions on licenses as well as pass medical exams.

You must notify your supervisor immediately if there is a change in your license from valid status. Loss of the CDL license or regular driver's license may result in job suspension or termination. Failure to notify management of loss or suspension of valid driver's license or CDL license will result in disciplinary action, up to and including termination.

## **Payroll Classifications**

LYNCOACH employees are categorized as exempt (salaried) or non-exempt (hourly) as defined in provisions of the federal Wage and Hour Law. Exempt employees are paid a designated salary each pay period and are exempt from overtime under the Wage and Hour Law. Non-exempt employees are paid according to the established hourly rate and are eligible for overtime compensation for all hours worked above 40 hours in a work week as required by federal law (Fair Labor Standards Act).

## **Company Service Credit**

Company service credit is the length of your continuous full-time or regular part-time employment with the Company. This begins with your most recent date of hire. LYNCOACH Service Credit is the controlling factor in determining your eligibility for participation in the Company benefit plans such as vacation, group insurance, etc.

## **Employment Classifications**

Full-time employees are those employees who work a regular schedule of thirty-two (32) or more hours per week. Overtime hours are in excess of 40 regular hours with approval from your supervisor. Regular part-time employees work a regular schedule of less than thirty-two (32) hours per week. Seasonal/temporary employees may be hired for an interim period of less than six months duration.

## **Change of Personal Information**

Promptly report any changes in your personal information (name, address, telephone number, marital status, etc.) to the CFO. Failure to do so could result in a loss in benefits to affected parties.

## **Open-door Policy**

The Company wants to resolve employee problems as they arise. You are encouraged first to bring any problems, complaints, suggestions, or questions to the attention of your immediate lead person or supervisor. We encourage open and frank discussions and want to resolve problems as soon as possible. If this does not settle the matter, or if you feel your problem would be better handled by someone in higher management, you should make an appointment to speak with the CFO or President.

## **Anti-Harassment and Discrimination Policy**

It is LYNCOACH'S policy to maintain an environment for all our employees that is free of harassment and discrimination. We prohibit any form of harassment of our employees. It is never justifiable to discriminate against or harass one of our employees because of the employee's race, gender, age, religion, national origin, disability, or any other reason.

Harassment and discrimination are counterproductive and do not serve the principles on which our Company operates: We respect the dignity and worth of each employee. We believe that each employee should be free to develop fully his or her potential, neither hindered by artificial barriers nor aided by factors that are not related to merit.

LYNCOACH will not tolerate your being discriminated against or harassed. You must not tolerate it either. If you believe that you are being unfairly harassed or discriminated against, report the matter to your supervisor or management **immediately**. If you should feel uncomfortable reporting the problem to this person, or if the objectionable conduct continues after you first report it, then report it to the President **at once**. It is your responsibility to report harassment and discrimination immediately, whether from a coworker, supervisor, or outside visitor or vendor. Company management is committed to our employees and will investigate each complaint of harassment and/or discrimination. Appropriate action will be carried out after the investigation.

Anyone who is aware of another employee in violation of this policy should immediately report the matter to Company management.

LYNCOACH strictly forbids any kind of retaliation against an employee who complains of harassment or discrimination.

## **Persons With Disabilities**

It is the policy of the Company to comply with federal and state laws concerning the employment of persons with a disability. Accordingly, it is our policy not to discriminate against a qualified individual with a disability merely because of that disability, regarding application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

LYNCOACH seeks to hire the most qualified person to fill each position and will reasonably accommodate qualified individuals with a disability who can otherwise perform the essential functions of a job. An individual who cannot be reasonably accommodated for a job without undue hardship to the Company will not be selected for a position. All employees, regardless of disability, must comply with all Company policies.

Anyone who poses a direct threat to the health or safety of themselves or other individuals in the workplace will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave according to federal and state regulations. Employees returning from leave may be required to obtain a physician's certification prior to returning to work to ensure fitness for duty. Employees who are unable to perform the essential functions of their position may be transferred to another position, if available, or dismissed.

Employees are also subject to drug and/or alcohol testing pursuant to the terms and conditions of the Drug & Alcohol Testing Policy in this handbook.

## **Performance Appraisal**

Following each new employee's 90-day introductory period, your supervisor may review your work performance to let you know how you are progressing on your job. He/she may discuss with you customer service, quality of work, attendance, etc. Your supervisor may also conduct performance appraisals anytime to document the quality of work performed.

## EMPLOYEE BENEFITS

### Paid Time Off

#### *Vacation*

Effective with the first anniversary, full-time employees are eligible for 10 days paid vacation (or personal leave) each year. Vacation days must be scheduled in advance with approval of your immediate supervisor.

Full-time employees who have reached their tenth anniversary with the Company are eligible for an additional five (5) paid vacation days annually. This additional week of paid time must be taken in one-week increments and must be requested at least 30 days in advance. This time off will be approved based on seniority.

When an authorized paid holiday occurs during an employee's vacation leave, the day will be credited as a paid holiday and not as a vacation leave day. No vacation time is paid if an employee terminates employment prior to the date of accrual.

All accrued vacation time must be used during each calendar year and cannot be carried over after December 31. On rare occasions work demands may make it necessary for your supervisor to delay your vacation. In that case, your eligibility for the remaining vacation time may be extended for up to 60 days beyond the December 31 deadline.

#### *Paid Holidays*

Following the 90-day introductory period, full-time employees are eligible for paid holidays within each calendar year, as follows:

**New Year's Day (January 1)**  
**Good Friday (Friday before Easter)**  
**Memorial Day (Last Monday in May)**  
**Independence Day (July 4)**  
**Labor Day (First Monday in September)**  
**Thanksgiving Day (Fourth Thursday in November)**  
**Christmas Day (December 25)**

Under normal circumstances, the Company will close on the above holidays. However, in the event LYNCOACH remains open on an authorized holiday, employees who are eligible for holiday pay and are required to work will receive an equivalent number of hours worked to be added to their vacation balance.

To be entitled to receive holiday pay for an authorized holiday, you must be present at work, on authorized leave approved in advance by your supervisor, or on approved sick leave verified by a doctor's certification, on the days immediately preceding and following the paid holiday. If an absence is unauthorized for either of these days, holiday pay will not be paid.

Eligible employees will be paid holiday pay at their normal base rate of pay for each authorized paid holiday not worked. A paid holiday will not be counted as hours worked (for overtime purposes) during a workweek/work period unless an employee works on that day.

## Group Medical and Dental Insurance

Group medical insurance is available to all full-time employees who work at least 32 hours per week. The Company currently pays a portion of the premium for each full-time employee's individual coverage. Family coverage is available at the employee's cost. The employee's cost for medical coverage will be payroll deducted. Details about the healthcare plan will be provided to you. The Company reserves the right to change or discontinue its policy on the payment of employees' medical insurance benefits should it become necessary.

### ***Benefits Continuation***

Under the provisions of COBRA, insurance for yourself and any dependents may be continued following the termination of your employment with the Company. Under COBRA, the employee or beneficiary pays the full cost of coverage at LYNCOACH'S group rates plus an administration fee. Contact the CFO for additional information.

## Life Insurance

Employees who work at least 32 hours per week will be provided with Company-paid group term life insurance coverage. You may purchase additional individual or family members' term life coverage at your own expense and have the cost payroll deducted. The CFO will provide you these details.

## Other Insurance & Benefits

Group disability, cancer and intensive care insurance may be available through payroll deduction at the employee's cost. Additional details will be provided to you. As LYNCOACH can afford them, additional benefits including retirement plans may also be provided for you. The CFO can provide more details about the availability of these benefits.

## Military Leave

Full-time employees who are called to short-term or active United States Armed Forces services will be granted a military leave of absence. The Company complies with federal and state laws regarding military leave. As soon as you receive the order, you should give your supervisor a copy of the official Notification Order to Report. Employees who have satisfactorily completed active military duty will be re-hired upon release, depending upon the period of service time, as follows:

<b><u>Period of Service</u></b>	<b><u>Must Reapply for Employment Within:</u></b>
Less than 30 days	8 hours, plus travel time
From 31 – 180 Days	14 days
181 Days and Above	90 days

If you are ordered on extended active duty, with no return date specified, you will not be considered to have a break in service if you return to work within the time indicated. Upon reemployment, you will be given credit for any months and hours of service you would have been employed but for the military service in determining eligibility for Family and Medical Leave, if applicable. If you fail to apply for reinstatement following release from duty, you are subject to the Company's discipline policy for unexcused absences.

## Jury Duty

If you are summoned to jury duty, please notify your supervisor as soon as possible so that

arrangements can be made for your duties to be covered in your absence. A copy of the jury summons should be given to your supervisor. When released from jury duty, you should report back to work as soon as possible, allowing for reasonable driving time. Hourly employees should give their immediate supervisor a copy of the jury attendance record provided to you by the court to be paid for this time.

## **Workers Compensation**

Employees are insured in accordance with State of Alabama workers' compensation laws. If you are injured on the job or become ill because of performing your job, you must notify your immediate supervisor as soon as possible, and in *all* instances by the end of the day of your incident. Post-accident drug testing **will be** conducted when off-site medical treatment or property damage is involved. Failure to report a personal accident or injury by the end of the shift may result in benefits being denied and disciplinary action. Report any accident immediately to your supervisor or to the company President or CFO if the supervisor is not available.

## **Bereavement Leave**

Full-time employees who have completed at least six months of satisfactory performance may be granted three days paid bereavement leave in the event of the death of an immediate family member (husband, wife, child, parent or parent-in-law, brother or sister, or grandchild). To be paid for this time, you may be asked to provide documentation (newspaper obituary, etc.) to your supervisor or the company President. Exceptions to this policy may be reviewed on a case by case basis.

## **Leave of Absence**

If you have a satisfactory work and attendance record and at least one year of service, you may be considered for an unpaid leave of absence for sickness or other legitimate reasons. During this unpaid leave time, you are responsible for the entire cost of any group insurance you wish to continue. The length of the unpaid leave time will be determined by the Company President prior to approval. Although there is no guarantee that the Company will be able to place you in a position at the time you are ready to return to work, you will be given consideration when an appropriate position is vacated.

## **Unemployment Insurance**

Unemployment compensation is another form of insurance that is paid for entirely by the Company. Employees who are terminated because of layoff or other reasons beyond the employee's control are qualified to draw unemployment benefits according to State regulations. Employees who voluntarily resign or are dismissed for cause are not eligible to draw unemployment.

## **Social Security**

As a wage earner, you are required by law to contribute a set amount of your weekly wages to the United States Social Security trust fund. As your employer, LYNCOACH is required to deduct a set amount from your gross wages for each paycheck you receive. In addition, the Company matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

## **Voting**

The Company encourages you to fulfill your civic responsibilities by participating in elections. Generally, you can find time to vote either before or after your regular work schedule. If you are unable to vote in an election during your non-working hours, LYNCOACH will grant time off for this purpose. You will be expected to notify your supervisor at least one week in advance, and hourly employees will not be paid for such time.

## SALARY ADMINISTRATION

LYNCOACH is committed to providing competitive wages and benefits in comparison to other employers and similar positions in the local area.

### Pay Periods and Paychecks

All hourly employees are paid on a weekly basis. The pay period begins at 12:01 a.m. on Saturday and ends seven days later on Friday at midnight. Payroll checks are available on the next Wednesday after 12 noon or as soon as possible barring unforeseen circumstances. The company provides written paychecks but strongly encourages you to use direct deposit for payroll. If you discover an error on your paycheck, notify your supervisor or the CFO immediately. If you are unable to pick up your paycheck in person, you may provide written authorization for someone to pick it up for you.

### Time Recording

The hours you work are recorded by a time clock. This record is the legal documentation of the time you have worked and the basis upon which you are paid. Hourly employees should not leave the premises without clocking out.

You are required to clock in as close to the start of the shift as possible and clock out to leave for the lunch break and after the workday has ended. You will be paid for only those hours worked. Entries must reflect the actual hours worked, excluding time off for meals, and should not vary from your daily work schedule.

Errors in clocking in or out should be brought to your supervisor's attention immediately for correction. No employee is permitted to clock in or out for another employee. Any misrepresentation or falsification of time records will result in disciplinary action, up to and including discharge.

### Breaks and Meal Period

You are eligible for two breaks and one 30-minute meal period each workday or eight-hour shift. Breaks are paid time and are limited to 10 minutes. Lunch occurs from 12:00 noon to 12:30 PM. Breaks last 10 minutes beginning at 9:10 AM and 2:10 PM. Your supervisor may assign different break times and lunch time for you so that appropriate coverage of your area of responsibility may be maintained throughout the day. Breaks are not to be taken together or at the beginning or end of your workday.

Each employee is required to take a minimum 30-minute lunch break. You should clock out when leaving for lunch and clock back in when returning to your work area. When clocking out at lunch you must wait a minimum of 20 minutes before clocking back in. Any employee who takes less time off for lunch than specified must have their immediate supervisor's prior approval to work overtime and the supervisor must notify the President. Lunch periods are unpaid time taken during paid work hours. Your prompt return after meal and break periods is an important part of your attendance record.

## Overtime Pay

There are times when your supervisor will require your working overtime to meet our customers' needs. Overtime pay for non-exempt (hourly) employees is required by federal law (Fair Labor Standards Act). Hourly employees will be paid at an overtime rate of one and one-half times their regular base pay for all hours worked in excess of 40 hours in the work week. Paid time off (vacation days, holidays) will not be considered as hours worked for calculating overtime. **Any overtime worked must be authorized in advance by your immediate supervisor.**

## Payroll Deductions

### **All Employees**

Only deductions specifically required by law or authorized in writing by the employee will be withheld from your wages. Deductions *by law* include:

- Income tax (Federal, state and local)
- FICA/Social Security (the Company matches the employee's deductions)
- Garnishments
- Child Support

Deductions which may be authorized by *employees* include but are not limited to contributions for group insurance or other contributions. All payroll deductions are shown on your paycheck stub or direct deposit advice. Changes in authorized deductions may be made with the CFO.

### **Salaried (Exempt) Employees**

*This policy applies to salaried (exempt) employees only. Subject to the exceptions provided below, a salaried, exempt employee will receive full salary for any workweek in which they perform any work without regard to the number of days or hours worked. No deductions will be made for absences due to jury duty, attendance as a witness, or temporary military leave, but the Company may offset against salaries amounts you receive for jury duty, attendance as a witness, or military leave.*

#### *Reasons for Salaried Employees' Pay Reductions:*

- *Salaried (exempt) employees will receive no salary for workweeks in which you perform no work. [Note: Such workweeks may be covered by vacation or other paid time off policies.]*
- *Deductions from salaries may be made when you are absent from work for one or more full days for personal reasons, other than sickness or disability.*
- *Deductions from salaries may be made for absences of one or more full day due to sickness or disability (including work-related accidents) if the deductions are made in accordance with the Company's plan, policy, or practice of providing compensation for loss of salary due to sickness or disability. [Note: Such deductions may be made before you qualify for such sick or disability pay and may be made after you exhausts all sick or disability pay benefits.]*
- *Deductions from salaries may be imposed in good faith or for violations of safety rules of major significance, such as rules designed to prevent serious danger in the workplace or to other employees.*
- *Deductions from salaries may be made for unpaid disciplinary suspension of one or more*

*full days imposed in good faith for violations of workplace conduct rules.*

- *Full salaries are not due for the week in which you start work or in which your employment is terminated if you do not work a full week during such weeks. [Note: You will receive a proportionate amount of your full salary, however, to cover time worked.]*
- *Deductions in full or partial day increments may be made when you take unpaid leave pursuant to the Family Medical Leave Act.*

### **Complaint Procedure**

*Employees who believe their salaries have been improperly reduced should notify the supervisor or President as soon as possible. If an investigation reveals a salary was reduced in error, the Company will reimburse you for any improper deductions and take good faith measures to prevent improper deductions in the future.*

### **Wage Garnishment**

Garnishment of wages results when an unpaid creditor has taken the matter to court. A garnishment is legal permission for creditors to collect part of an employee's pay directly from the Company. Although the Company does not wish to become involved in an employee's private matters, we are compelled by law to administer the Court's orders.

## RULES AND CONDUCT STANDARDS

### Ethical Standards / Company Reputation

LYNCOACH is committed to conducting business legally and ethically. All Company business activities shall be carried out in compliance with all applicable federal, state, and local legislation, including laws that relate to transportation, safety, the environment, employment practices, antitrust compliance, etc. As an employee, you are obligated to uphold that reputation by conducting your job with integrity and fairness.

Ignorance of governmental law or of any rule or regulation of the Company will not be accepted as an excuse for violation. In instances where Company rules and regulations are more stringent than legal requirements, the Company rules and regulations will prevail. When a situation arises that is not covered by rules, good judgment must be exercised in deciding on the safest and wisest course to follow. A prompt written report should be made by you and submitted to the President.

If you are ever in doubt whether an activity meets our ethical standards or compromises the Company's reputation, please discuss it with your supervisor and/or the President. If you become aware of a violation or potential violation of a law, report it to management immediately. However, knowingly filing a false report of a suspected violation will result in disciplinary action against you. Failure to comply with this policy may subject you to disciplinary action, up to and including dismissal.

### Personal Conduct

The Company expects that you will carry out your assigned duties with the following standards of conduct in mind:

- You are expected to be loyal to the Company and to act in the best interests of the Company. Criticism of the Company or its management to third parties is inappropriate. Loyalty means that you will do everything possible to help the Company and ensure its success.
- You must maintain the highest degree of honesty and integrity on the job so that the Company can, in turn, conduct its business in the same manner.
- You will treat other employees with courtesy and respect. You should treat others as you would want others to treat you.
- Offensive language or activities of any sort are strictly prohibited. Offensive language that might be overheard by other employees or outside parties may be illegal and may result in disciplinary action, up to and including dismissal.
- You will not interfere with another employee's ability to do their assigned work.
- You will not take any action or work in any manner that may cause injury to yourself or your coworkers.
- Gambling of any kind or bookmaking on Company premises is prohibited.

### Confidential Information

Unauthorized disclosure of confidential Company information or trade secrets can be cause for termination of employment with LYNCOACH. All Company information and publications are the property of LYNCOACH. You are not permitted to transmit, store, remove or make copies of any

Company records, reports, or documents without the President's prior approval. All publications (policy handbooks, manuals, etc.) issued to you are to be returned upon separation before receipt of the final paycheck. All computer data files, passwords, customer price rate information, etc. are considered very confidential. You are not allowed to reveal to others or copy or remove any such information without the written authority of the Company President.

The following actions relating to confidential and/or proprietary Company information are prohibited and may result in disciplinary action, up to and including termination:

- You may not use any code, access files, or retrieve any stored communications unless authorized to do so
- You may not make unauthorized transmissions of trade secrets and confidential and proprietary information belonging to the Company or any copyrighted documents that are not authorized for reproduction
- You may not use Company property for unauthorized personal or inappropriate uses
- E-mail transmissions, social media, and/or Internet usage may be monitored ensure that the Company's property is being used solely for legitimate Company business purposes. If you violate this policy, you are subject to disciplinary action, up to and including termination

#### ***Confidentiality of Employee Information***

All employee information, including individual wages and salaries, is private and confidential. Access to personnel files is given only on a need-to-know basis. The Company discourages you from revealing salary information to other employees.

#### **Disciplinary Procedure**

LYNCOACH has established the following procedures with respect to discipline: It is the policy of the Company that any conduct in its view that interferes with or adversely affects employment is grounds for disciplinary action ranging from an oral warning to immediate discharge. Depending on the conduct, disciplinary steps may be enforced by the following methods: Verbal Warnings, Written Warnings, or Termination. When appropriate, suspension without pay may be used to discipline you. In certain situations, an unpaid, *decision-making leave* will be granted whereby you may be asked to submit an action plan covering the specific problem(s) and a convincing, credible solution to the problem(s).

Factors that will be considered in determining the appropriate disciplinary action include:

- seriousness of conduct
- past performance record
- employee's ability to correct conduct

- action taken with respect to similar conduct by other employees
- effect on customers
- surrounding circumstances

Some conduct may result in immediate dismissal. Examples of behavior that may potentially result in immediate dismissal include:

- theft
- coming to work under the influence of an intoxicant or possessing the same on Company property
- arguing or fighting
- false statements
- insubordination
- unauthorized disclosure of any confidential Company information
- unlawful discrimination or harassment
- failure to cooperate with an investigation
- violation of any Company rules or regulations of which you have been notified.

There will be an investigation to ascertain what occurred and the presence or absence of the factors listed above. You are expected to cooperate with the investigation. When there is reason to believe that you have violated Company policy, action will be taken that is consistent with this policy.

*Remember, the above are only examples and are not all-inclusive. You may be terminated for any action that adversely affects the business interest of the Company. As always, you may terminate your employment at any time, and the Company retains the same right.* Further, the Company continually updates and reviews its policies and, accordingly, its disciplinary procedure is subject to change without notice.

## **Solicitations and Distributions**

All *non*-employees are prohibited from solicitation and/or distribution on Company premises at any time. LYNCOACH employees are not allowed to sell chances or merchandise during working time. No employee is allowed to distribute advertising, or any non-Company printed information including fliers, business cards, brochures, or catalogs in working areas while on working time. Company bulletin boards are for Company management postings only.

## **Conflict of Interest**

The Company expects that employees will have no outside or after-hours interests during the course of employment that may conflict with the business interests of the Company. This includes other jobs that might affect your job performance or financial interests of yourself or a member of your immediate family that may cause a conflict with your loyalty to the Company in conducting business. If you have questions about after-hours activities or endeavors that might be in conflict with your work, you should discuss the matter with your supervisor and the Company President.

## Attendance

It is important that you be at work as scheduled. You must account for all absences and late arrivals with your supervisor. Each unscheduled sick absence must be personally phoned in by you directly to your immediate supervisor by 9 a.m. You may be asked to provide a doctor's certification to justify repeated sick absences. Unscheduled absences, excessive scheduled absences, unauthorized absence, habitual tardiness or falsifying the reason for an absence can result in immediate disciplinary action, up to and including discharge.

If a serious illness has kept you away from work for an extended period, you may be required to furnish medical certification that you are able to return to normal duties and that returning to work will not impair or endanger your health and welfare or that of your fellow employees. If you miss three consecutive workdays without calling you may be terminated immediately.

## Use and Care of Company Equipment

You should take care of Company-owned vehicles, tools and equipment with great care and safeguarding. Employees who are authorized to operate vehicles or other equipment must maintain and safeguard this property to a high standard. You are expected to follow all operating instructions, safety standards and guidelines. Failure to do so may result in disciplinary action, up to and including termination of employment.

Anytime Company equipment, machines, tools, vehicles, etc. appear to be damaged, defective, or need repair, notify the President promptly to prevent deterioration of equipment and possible injury to yourself or others.

When leaving a work area, it is required that all tools be placed back in designated storage areas or removed from the work area and secured in locked storage where available. An inventory of tools and equipment will be made periodically. If it is determined that you are negligent in the proper storage of tools, materials, or supplies, or they are misplaced or stolen, you will be required to replace the same at fair market value or the cost of the item will be deducted from your paycheck.

## Company Vehicles

Any employee who is authorized to operate Company vehicles must have a valid driver's or CDL license. Any change in valid status of driver's license must be reported to management immediately. Traffic laws are to be observed at all times. ***This includes the wearing of seat belts!*** Any misuse of Company vehicles or any violation of safety regulations that endangers the life or health of the employee or others will result in disciplinary action up to and including termination of employment.

Company vehicles are to be used for business purposes only. Employees are not to use Company vehicles for personal errands while making trips on Company business. If it is necessary (in an emergency situation) for the Company vehicle to be used for personal business, you should get approval from your supervisor first.

Company vehicles are to be left on the Company's premises at night and on weekends unless prior approval by the President or CFO has been given. Absolutely no employee shall be allowed to operate a Company vehicle without authorization. The following are specific policies for employees who drive Company vehicles:

- You may be asked to furnish copies of your driver's license (front and back) and your *personal* vehicle insurance policy to your supervisor periodically.
- Company owned/leased vehicles will be driven only for transportation to and from destinations as specified. No private or personal use is allowed unless specific arrangements have been made with the President in advance.
- Anyone driving a Company owned/leased vehicle must have a valid CDL or regular driver's license. You must be 21 and have a CDL license to operate a DOT vehicle.
- Seat belts are always to be worn and traffic laws always observed.
- Only the driver assigned to the vehicle is authorized to sign for gasoline, oil, etc.
- All charge receipts must include the name and address of the vendor, date of purchase, number of gallons purchased, the amount paid, vehicle ID number, license tag number, license plate number, and the mileage on the odometer.
- No alcoholic beverages or illegal drugs or chemicals are allowed in a Company vehicle at any time, and no driver who has consumed alcohol or is under the influence of drugs or chemicals will be allowed to drive a Company owned or leased vehicle.
- No one other than an authorized Company employee is permitted to operate or ride in a Company-owned/leased vehicle unless approved in advance by the President.
- Vehicles must be always kept clean (interior and exterior) and thoroughly washed on a regular basis. A record should be kept showing the mileage and service performed.
- Any employee who misuses a Company owned/leased vehicle will be subject to dismissal.
- Whether job related or personal, you must report any traffic accident, traffic citation, moving violation, parking ticket, or the loss of the valid status of the driver's license to your supervisor immediately. Fines incurred for violations while on Company business are your responsibility.
- Any damage to a vehicle caused by your carelessness or misjudgment is your responsibility. This includes insurance deductibles.

### ***Reporting Traffic Citations***

It is our policy that all employees who operate Company owned, or leased vehicles must immediately report convictions for traffic citations involving violations other than parking to the President or CFO. This must be done immediately from the date of the citation. The reporting rule applies if you are driving either a Company or personal vehicle (DOT-MCSR 383/31). Failure to report could result in disciplinary action up to and including termination. You **MUST** report any suspension or revocation of a state issued driver's license by the end of the next business day after receiving notification.

### ***Mobile Telephones While Driving***

Never use a mobile telephone while operating a moving vehicle on Company business. If you must answer or place a mobile telephone call, you should pull a safe distance off the road and stop until you have completed your call and can give your full attention to the road. Employees should NEVER text while driving. Employees should never use a mobile phone while operating heavy machinery for the company.

## **Office Equipment**

The Company's computers and other office equipment are intended for business purposes only.

Infrequent, limited personal use may be acceptable if it does not interfere with productivity, consume system resources or storage capacity, and does not involve illegal or inappropriate activity. Any personal projects of significant size are prohibited, unless approved in advance by the Company President.

## Company Telephone Use

When talking with customers and their associates on the telephone, you should show genuine interest in being courteous and helpful. As representatives of LYNCOACH, we are all expected to use courteous, professional telephone manners when dealing with customers, their associates, vendors or any other individual.

### **Personal Telephone Calls**

Personal phone calls during working hours should be limited to *essential* personal business and limited to two minutes or less. **Please do not abuse this privilege!** Personal phone calls are not permitted on company phone lines except for emergencies. If you *receive* a personal telephone call at work, a message will be taken, and you may return the call during the break or lunch period. Please ask your family and friends not to call you at work unless it is an emergency. It is the company's expectation that all cell phones will be off or on silent during normal business hours so normal workflow remains undisturbed. It is expected that employees will only use their personal cell phones for emergencies or during breaks or lunch periods.

### **Personal Mail**

Please do not use the Company address for your personal mailing address. Any employee who abuses this policy may be disciplined, and possibly terminated.

## Safety

You are responsible for observing safe working practices as outlined in the Company's Safety Manual. You should read and follow the guidelines of the Safety Manual, particularly as they apply to your specific job tasks.

Any questions about the safe way to perform your job should be addressed to your supervisor immediately. If you observe an unsafe condition, you should notify your supervisor immediately so that corrective action may be taken. If you fail to comply with the Company's safety practices, you may be disciplined, up to and including discharge.

### **Accident Reporting**

Please refer to *Accident Reporting* in the *Safety Manual* for properly reporting workplace accidents and injuries. If you observe or are involved in an accident in which an employee or visitor is injured, report the incident to your supervisor or the President immediately, regardless of how minor the accident may seem. **You must report any incident before the end of the workday on the day of occurrence.** Prompt medical attention will be provided if necessary. Your supervisor will complete a *First Report of Injury* form, which is required for all injuries.

To report a vehicle accident, follow the instructions in the *Company Vehicles* section of the Safety Manual.

## Rules of Good Housekeeping

You will be expected to always keep your work areas in good order. Keep aisles and driveways

clear from obstacles. Clean and put things back in their place when you are finished with them. Report anything that needs repair or replacement to your supervisor or the President.

## **Appearance and Dress**

Office and sales personnel should wear casual or business attire. Plant workers and other outside employees should come to work clean and in clothing appropriate to their job duties. Sturdy leather shoes are recommended for plant workers. No offensive printed T-shirts and sweatshirts will be allowed. The supervisor will be the final authority on approving what will be considered appropriate dress and grooming. Anyone who violates this standard will be sent home to change or subject to appropriate discipline.

## **Theft**

No employee will remove Company property without written permission from the supervisor responsible for the property in question. You are asked to be alert for the entry of vehicles or persons (employees or non-employees) in unauthorized areas of Company premises and report such to supervisors immediately. Keep supplies and equipment stored in approved areas so that maximum-security measures may be observed.

Any employee caught stealing from the Company will be terminated immediately and prosecuted by law. This includes the unauthorized purchase of goods or materials, removal or theft of materials, equipment, or tools; property owned by the Company or other employees; confidential literature including technical, sales and quality control documents; price lists, customer lists; computer files, and other storage media; or information identified as proprietary or a trade secret. If you are aware of another employee stealing, it is your responsibility to report this to a Company officer immediately, or risk being charged along with the offender. As a security measure, we reserve the right to inspect all packages and parcels in the possession of employees upon leaving the premises.

Materials and items in the dumpsters, garbage receptacles, and recycling bins are company property. Employees and *non*-employees are not allowed to remove materials for personal use. This will be considered theft. You may be allowed to purchase scrap items at a fair price. Ask your supervisor or the Company President.

## **Personal Property**

The Company provides appropriate parking for employees' personal vehicles. You should park in the designated area and lock your vehicle every day. Keep valuable personal articles brought to work locked in a secure area during your working hours and take them home with you at night. The Company is not responsible for loss or damage of an employee's personal property.

## **Workplace Violence**

The Company has a **Zero Tolerance Level** for workplace violence and will not tolerate acts of violence by employees on the job or on Company premises. No aggressive or violent behavior against others, including violent horseplay, or verbal or physical threats of violence, will be tolerated. No firearms or other weapons are allowed in the workplace or on Company property. Any employee who violates this policy will be disciplined, up to and including termination.

## **Witnessing Documents**

Employees are cautioned against signing or witnessing any legal documents while on duty. Requests should be referred to your supervisor or a Company officer.

## **Smoking**

LYNCOACH offices are considered smoke free. Employees in these areas should go outside to smoke. In other locations of the facility, smoking is allowed only in designated areas. Never smoke when refueling or around highly combustible materials.

## Acceptable Computer, E-mail, and Internet Usage

### Objective

LYNCOACH recognizes that use of the Internet and e-mail is necessary in the workplace, and employees are encouraged to use the Internet and e-mail systems responsibly, as unacceptable use can place LYNCOACH and others at risk. This policy outlines the guidelines for acceptable use of LYNCOACH's technology systems.

### Scope

This policy must be followed in conjunction with other LYNCOACH policies governing appropriate workplace conduct and behavior. Any employee who abuses the company-provided access to e-mail, the Internet, or other electronic communications or networks, including social media, may be denied future access and, if appropriate, be subject to disciplinary action up to and including termination. LYNCOACH complies with all applicable federal, state and local laws as they concern the employer/employee relationship, and nothing contained herein should be misconstrued to violate any of the rights or responsibilities contained in such laws.

Questions regarding the appropriate use of LYNCOACH's electronic communications equipment or systems, including e-mail and the Internet, should be directed to your supervisor, the CFO or the President.

### Policy

LYNCOACH has established the following guidelines for employee use of the company's technology and communications networks, including the Internet and e-mail, in an appropriate, ethical, and professional manner.

#### ***Confidentiality and Monitoring***

All technology provided by LYNCOACH, including computer systems, communication networks, company-related work records and other information stored electronically, is the property of LYNCOACH and not the employee. In general, use of the company's technology systems and electronic communications should be job-related and not for personal convenience. LYNCOACH reserves the right to examine, monitor and regulate e-mail and other electronic communications, directories, files, and all other content, including Internet use, transmitted by or stored in its technology systems, whether onsite or offsite.

Internal and external e-mail, voice mail, text messages and other electronic communications are considered business records and may be subject to discovery in the event of litigation. Employees must be aware of this possibility when communicating electronically within and outside the company.

#### ***Appropriate Use***

LYNCOACH employees are expected to use technology responsibly and productively as necessary for their jobs. Internet access and e-mail use is for job-related activities; however, minimal personal use is acceptable.

Employees may not use LYNCOACH's Internet, e-mail, or other electronic communications to transmit, retrieve or store any communications or other content of a defamatory, discriminatory,

harassing or pornographic nature. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference may be transmitted. Harassment of any kind is prohibited.

Disparaging, abusive, profane or offensive language and any illegal activities—including piracy, cracking, extortion, blackmail, copyright infringement and unauthorized access to any computers on the Internet or e-mail—are forbidden.

Copyrighted materials belonging to entities other than LYNCOACH'S may not be transmitted by employees on the company's network without permission of the copyright holder.

Employees may not use LYNCOACH'S computer systems in a way that disrupts its use by others. This includes sending or receiving excessive numbers of large files and spamming (sending unsolicited e-mail to thousands of users).

Employees are prohibited from downloading software or other program files or online services from the Internet without prior approval from the Company President. All files or software should be passed through virus-protection programs prior to use. Failure to detect viruses could result in corruption or damage to files or unauthorized entry into company systems and networks.

Every employee of LYNCOACH is responsible for the content of all text, audio, video or image files that he or she places or sends over the company's Internet and e-mail systems. No e-mail or other electronic communications may be sent that hide the identity of the sender or represent the sender as someone else. LYNCOACH'S corporate identity is attached to all outgoing e-mail communications, which should reflect corporate values and appropriate workplace language and conduct.

The appropriate file storing protocols will be discussed with you regarding cloud availability, local area network, hard drives, etc. Cloud storage is recommended in most cases.

By receipt of this Employee Handbook, you assert that you have read and fully understand this policy. You understand that your use of LYNCOACH'S information and communication technology constitutes full acceptance of the terms of this policy and consent to monitoring.

## DRUG AND ALCOHOL TESTING POLICY

### GENERAL DRUG AND ALCOHOL TESTING POLICY

#### ***Purpose***

The goal of this policy is to establish a drug testing program for the employees of LYNCOACH TRUCK BODIES. Disciplinary action taken shall be determined based on the findings as outlined in this policy.

#### ***Statement of Need***

As employees who abuse drugs and alcohol have a problem which could lead to a safety risk to coworkers and to the public and which decreases productivity, the Company has developed these policies and procedures to test employees for drug and alcohol abuse.

#### ***Position Statement***

It is the position of LYNCOACH that the following constitute violation of a drug-free working environment, and violation of this policy will be dealt with accordingly:

- A detectable quantity of illegal drug(s) in the urine as specified by Department of Transportation regulations, 49 CFR, Part 40. (Levels of testing, evaluation and reporting of results will follow the DOT standard specified in 49CFR, Part 40.)
- A detectable quantity of scheduled drugs without evidence of duly authorized prescription or in excess of prescribed levels as determined by medical or toxicological authority.
- A detectable quantity of alcohol as specified by Department of Transportation regulations in 49 CFR, Part 40.
- Possession of illegal drugs and/or alcohol or associated paraphernalia in the workplace.

#### ***Responsibilities***

It is the desire of the Company to provide a drug-free working environment for its employees. It is the employee's responsibility to follow all policies and procedures and avoid the use of illegal drugs and the abuse of alcohol.

#### ***Authority for Testing***

Only the designated supervisors and/or administrative personnel may order a drug and/or alcohol test. All such personnel will have undergone training for identification of "reasonable suspicion" situations.

#### ***Circumstances Allowing for Testing***

**Random Drug Testing** - To protect public health and safety, random drug testing will be performed on all employees. This testing will be performed in accordance with federal regulations.

**Reasonable Suspicion Testing** - Employees may be subjected to drug testing if the supervisor, collaborated by a second supervisor, has a reasonable suspicion that the employee is using illegal drugs, or using prescription drugs without a prescription or in excess of the prescribed doses, or using or under the influence of alcohol during working hours. When deemed to be

reasonable, based on surrounding circumstances, the Company may request that the employee submit to a search of his/her person and/or property (including vehicles brought onto Company premises).

- **Written documentation** - Written documentation stating the grounds for reasonable suspicion shall be provided by the supervisor prior to the collection of the specimen.
- **Definition** - Reasonable suspicion shall mean suspicion based upon specific objective findings and reasonable inferences drawn therefrom. One or more of the following may exist as determined by the supervisor.
- Having more evidence **for** than **against**. (e.g.: slurred speech, smell of alcohol on breath, inability to walk a straight line, an accident involving property without reasonable explanation, physical altercation, verbal altercation, behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority, or possession of alcohol or drugs).
- An apparent state of facts and/or circumstances which could lead a reasonable person to believe an individual was using drugs/narcotics or alcohol.
- **Post-accident** - Post-accident drug and alcohol testing will be done for all accidents requiring off-site medical treatment as well accidents resulting in property damage due to negligence.

### ***Return to Duty and Follow-up After Completing Rehabilitation (Drivers Only)***

After successful rehabilitation, drivers must undergo a negative return to duty drug and/or alcohol test, at the employee's cost, and enter the follow-up testing pool.

### ***Testing Procedure Goals***

Detailed testing procedures shall be developed by LYNCOACH TRUCK BODIES to accomplish the following:

**Notification** - Inform all individuals of the policies and procedures prior to testing.

**Identification** - Positively identify individuals prior to testing.

**Confidentiality** - Provide for employee privacy, security of specimens and confidentiality of Drug/Alcohol results.

### ***Testing Agent***

Urine testing will be done by a Substance Abuse and Mental Health Services Administration (SAMHSA) certified lab according to the Department of Transportation standards for screening and confirmation. Breath alcohol testing will be done by a certified Breath Alcohol Technician.

### ***Employee Consequences***

**Test Refusal** – Refusal to take the test shall be seen as a positive test result. An employee who refuses to submit immediately upon request to a search of his or her person or property or to a blood test, urinalysis, “breathalyzer” test or other diagnostic test, or who otherwise is in violation of this policy, is subject to disciplinary action, up to and including immediate termination. An employee who refuses to submit to or cooperate with a blood or urine test after an accident forfeits his or her rights to recover Workers’ Compensation benefits under Alabama Code 25-5-51 and is subject to disciplinary action, up to and including termination.

**Test Positive** - Employees who test positive for drugs and/or alcohol will be placed on administrative leave with pay until a due process hearing can be conducted. After due process, the employee will be informed that he/she must complete a rehabilitation program. If the employee refuses rehabilitation or is unable to remain drug and alcohol free after rehabilitation for the remainder of his employment, then disciplinary action that may result in termination will be taken.

#### ***Interpretations***

Neither this policy nor any related policies, practices or guidelines are employment contracts or parts of any employment contract. Due to the nature of the Company's operations and the possible need to accommodate individual situations, the provisions of this policy or of any related policies, practices or guidelines may not apply to every employee in every situation.

The Company reserves the right to rescind, modify or deviate from this or any other policy, practice, or guideline as it considers necessary in its sole discretion, either individual or Company-wide situations, with or without notice.

## **GENERAL DRUG AND ALCOHOL TESTING PROCEDURES**

#### ***General Procedures***

**Random Testing** - All eligible employees will be subject to random testing without prior notification.

**Reasonable Suspicion Testing** – The Company may schedule a drug/alcohol test when behavioral observations indicate to the supervisor that any employee may be involved in illegal use of a controlled substance, use of alcohol, or abuse of legal drugs. Before testing the employee, the employee's supervisor shall either (a) contact another supervisor to observe the employee's behavior and to concur with the decision to test the employee; (b) review the employee's behavior with another supervisor to obtain concurrence with the decision to test the employee. The Company may request that the employee under suspicion submit to a search by a Company representative of his/her person and/or property (including offices, lockers, desks, cabinets, closet, and vehicles brought onto Company premises. The employee shall be promptly escorted to the collection site for testing by the employee's supervisor or designee.

**Post-accident Testing** - Post-accident drug and alcohol testing will be done for accidents requiring off-site medical treatment.

#### ***Testing Procedures***

- All drivers who hold a Commercial Driver's License will be tested in accordance with Federal Highway Administration requirements.
- The employee must provide proof of identification via photo identification such as Driver's License.
- The individual must sign a drug testing consent form to indicate his/her knowledge of the procedure and to confirm that opportunity was granted to clarify any points of procedure.
- All testing procedures, including collections, will be performed by certified technicians and/or laboratories.
- The individual's urine specimen will be tested for temperature and evaluated for color before processing for transport to the testing laboratory. If the specimen is suspicious, i.e., color or

temperature, the collector will confer with a physician for approval to request the individual to provide a second urine specimen immediately, under witnessed conditions, by a person of the same gender. The individual will be allowed to drink fluids under supervision until a second specimen is provided. If the employee is unable to provide a second specimen within a three-hour period, the individual can be sent for a medical evaluation. If the individual is unable or unwilling to provide a second specimen, the individual will not be eligible for employment due to failure to complete required pre-placement physical processing.

- The Medical Review Officer shall notify the employee directly of the results of any positive drug test in order to give the employee an opportunity to discuss the findings and provide evidence of a medical explanation.
- Controlled substances urine tests must follow split sample procedures. Under this provision, an employee whose urine sample has tested positive for a controlled substance has the option of having the other portion of the split sample tested at another Department of Health and Human Services certified laboratory. The employee must notify the Medical Review Officer after notification of a positive sample that the employee wishes to test the split sample. This must be done within three (3) days. The employee shall be responsible for the cost of the analysis of the split sample.

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

- All Employees:
  - All employees shall notify their supervisor immediately after any accident which requires off site treatment or property damage. The employee is required to submit to a post-accident drug/alcohol test as soon as possible after an accident, as described below.
  - Any employee whose performance either contributed to the accident or cannot be completely discounted as a contributing factor to an accident shall provide a urine specimen to be tested for the use of controlled substances and/or alcohol as soon as possible after the accident, but in no case to exceed thirty-two (32) hours after an accident for drug testing and eight (8) hours after an accident for breath alcohol testing.
  - The supervisor or designee will schedule the employee for testing and assure that he/she is tested the same day as the reportable accident, if possible.
- Employees holding a Commercial Driver's License
  - Definition of a post-accident test under the Federal Highway Administration include:
    - Covered employee involved in an accident which caused a fatality to another person when the driver was operating or about to operate a motor vehicle. **Note:** If the driver is the fatality, drug or alcohol testing is not required. Also, if the driver is comatose or otherwise medically incapacitated, then no drug or alcohol test need be performed.
    - Of which accident there is a personal injury to the driver, pedestrian or passenger and that person(s) is transported for medical treatment AND the driver is cited for a violation.
    - Damage to vehicle requires either or all vehicles to be towed from the accident AND the driver is cited for a violation.

One of the above criteria must be met in order to require a covered employee to be tested for the Department of Transportation, but these circumstances do not prevent the Company from requiring the employee to be drug and/or alcohol tested under the Company policy.

***Rehabilitation***

- An employee who identifies himself to a Company Officer of needing drug/alcohol rehabilitation, prior to positive findings on drug and/or alcohol test, will not be disciplined if he/she meets all of the following criteria:
  - Obtains counseling and successfully completes a drug and/or alcohol rehabilitation program.
  - Agrees to follow-up drug and alcohol testing for up to sixty months after the successful completion of a drug and alcohol rehabilitation program and return to work. Costs associated with follow-up testing are the employee's responsibility.
- Any employee who is found to be involved in the adulteration or contamination of his/her urine specimen will be disciplined the same as if he/she tested positive or refused to submit to testing.

***Confidentiality of Information***

- All information, interviews, reports, statements, memoranda, and test results, written or otherwise, received by the Company through a substance abuse testing program are confidential communications, but may be used or received in evidence, obtained in discovery, or disclosed in any civil or administrative proceeding, except as provided below.
- The Company shall keep all information concerning test results strictly confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested unless the release is compelled by an agency of the State or a court of competent jurisdiction or unless deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form shall contain at a minimum all the following:
  - The name of the person who is authorized to obtain the information
  - The purpose of the disclosure
  - The precise information to be disclosed
  - The duration of the consent
  - The signature of the person authorizing release of the information
- Information on test results shall not be released or used in any criminal proceeding against the employee or job applicant.

## RESIGNATION AND TERMINATION

### Written Resignation

We hope you will enjoy working with us; however, if you are considering changing jobs, we ask that you discuss the situation with your supervisor before making a final decision. Should you decide to resign, please give management at least two weeks' notice *in writing*. (See the example voluntary resignation form.) This courtesy will allow us enough time to adjust working schedules and secure a replacement. Also, your notice of resignation will be placed in your personnel file.

Employees who give two weeks advance notice and otherwise leave in good standing will be paid any unused, accrued vacation time, and will receive consideration if they wish to return to work at a later date. Employees leaving between pay periods will receive their pay on the next regularly scheduled payday. Vacation cannot be substituted for notice of resignation.

### Final Paycheck

Before receiving your last paycheck, all keys, uniforms, moneys owed to the Company, Company policy manuals and handbooks, and any other Company-owned materials or property must be turned in to the President and accounted for.

### Guidelines for Layoff and Recall

The Company has a history of full employment and we do not expect to have any layoffs. However, if economic or business conditions create an unusual situation which makes it necessary to cut back our work force, then each job will be carefully evaluated along with each employee's work record. Qualifications, past performance, merit, and length of service of each employee will be the guidelines upon which decisions are made.

**LYNCOACH TRUCK BODIES  
VOLUNTARY RESIGNATION FORM**

I, \_\_\_\_\_, hereby voluntarily resign my employment with Your Company for the following reason:

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My last day of employment (will be / was) \_\_\_\_\_.

Prior to receiving my final paycheck, I will turn in to the \_\_\_\_\_ President all of the following:

- Written Letter of Resignation
- Company Vehicle
- Keys to facility, vehicles
- Company credit cards
- Safety Equipment
- Company Tools
- Employee Handbook and Safety Manuals
- Monies owed to the Company
- Telephone

Other Company property, as follows:

- Damaged tools
- Damaged equipment

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Company Representative

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Employee Signature

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Date

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Date Signed

## LYNCOACH TRUCK BODIES EMPLOYEE HANDBOOK

### EMPLOYEE'S ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK LYNCOACH TRUCK BODIES

I have received a copy of the EMPLOYEE POLICY HANDBOOK of LYNCOACH on the date indicated below. I understand that I am charged with knowledge of the contents of this Handbook. I understand this handbook is to be returned to the Company if I terminate my employment for any reason. I also understand the following concerning this Handbook and the policies of LYNCOACH:

This Handbook and other statements of LYNCOACH policy are prepared for informational purposes only. They are **not a contract of employment** between the Company and its employees and should not be construed as such. The policies of the Company may be changed or amended at any time, with or without advance notice. Employment by LYNCOACH is not for a definite term and may be terminated by the Company or myself at any time, for any lawful reason. No supervisor or representative of LYNCOACH, other than upper management has any authority to enter into any agreement for employment for any specified period of time, or to make an agreement inconsistent with this acknowledgment. To be **valid**, any such agreement must be **in writing, designated as an employment agreement, and signed** by LYNCOACH'S President or other upper management person.

I understand that LYNCOACH does not tolerate racial, sexual, or other harassment of its employees. As a condition of my employment, I pledge to LYNCOACH that I will not put up with harassment either. I will, without delay, report to LYNCOACH officers listed in this Handbook all instances of harassment that I observe or that happen to me.

#### *LYNCOACH Safety Manual*

I hereby acknowledge that the Company has revised its *Safety Manual* and that I have access to a copy of the *Safety Manual* in the President's Office. I acknowledge that I am responsible for becoming familiar with the prescribed safety policies that relate to my job and that I should not hesitate to ask questions if I am unsure about the safe way to perform any assigned job duties.

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Typed or Printed Name of Employee

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Typed or Printed Name of Company Representative

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Signature of Employee

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Date

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Signature of Company Representative

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Date

(This form will be signed and placed in the employee's personnel file.)