



Name: \_\_\_\_\_

Emp #: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Pay: \_\_\_\_\_

Position: \_\_\_\_\_

Division: 01 03 04

**CDL New Hire Check List**

- ☐ Employment Application
- ☐ Copy of Driver's License
- ☐ Copy of Social Security Card
- ☐ I-9 Form
- ☐ W-4 Form
- ☐ Direct Deposit Form
- ☐ Emergency Contact List
- ☐ Drug Test Control Form and Test Results
- ☐ Medical Exam Certificate
- ☐ Fair Credit Reporting Act Disclosure Statement
- ☐ Request/Consent form for Information from Previous Employers
- ☐ FMCSA Clearinghouse Consent Form
- ☐ Urinalysis Consent Form
- ☐ Drug & Alcohol Policy
- ☐ Drug & Alcohol Awareness Training
- ☐ FMCSA Drug & Alcohol Testing Acknowledgement
- ☐ SWAP, Missing Work, Absentee, Return to Work Policies, Statement of Management
- ☐ Company Credit Card Policy
- ☐ Company-Issued Electronic Devices Policy
- ☐ Social Media Policy
- ☐ Acknowledgement of Worker's Compensation Network
- ☐ Driving Policy
- ☐ Release to Investigate
- ☐ Driver's Certification of Violations
- ☐ Work Questionnaire
- ☐ Certificate for Single License Compliance
- ☐ Driver's Statement of On Duty Hours
- ☐ DPS Drug Test Release Form – Texas Motor Carriers Only
- ☐ Driver's Logs Policy
- ☐ Driver's Vehicle Inspection Policy
- ☐ CDL Medical Certificate Affidavit
- ☐ Background Check
- ☐ Reported to Texas New Hire Program
- ☐ Motor Vehicle Report(s)
- ☐ New Hire Orientation Videos with Tests and Driver Orientation and Training on FMCSR



**Employment Eligibility Verification**  
**Department of Homeland Security**  
U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
OMB No. 1615-0047  
Expires 10/31/2022

► **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Attestation** *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name (Family Name)		First Name (Given Name)		Middle Initial	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number [ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]		Employee's E-mail Address		Employee's Telephone Number	

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>	
<i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9: An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i>	
1. Alien Registration Number/USCIS Number: _____ <b>OR</b> 2. Form I-94 Admission Number: _____ <b>OR</b> 3. Foreign Passport Number: _____ Country of Issuance: _____	
QR Code - Section 1 Do Not Write In This Space	

Signature of Employee	Today's Date (mm/dd/yyyy)
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**Preparer and/or Translator Certification (check one):**

☐ I did not use a preparer or translator. ☐ A preparer(s) and/or translator(s) assisted the employee in completing Section 1.  
*(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)*

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)	
Address (Street Number and Name)		City or Town	State ZIP Code



Employer Completes Next Page





**Employment Eligibility Verification**  
**Department of Homeland Security**  
U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
OMB No. 1615-0047  
Expires 10/31/2022

**Section 2. Employer or Authorized Representative Review and Verification**

(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")

<b>Employee Info from Section 1</b>	Last Name (Family Name)	First Name (Given Name)	M.I.	Citizenship/Immigration Status
<b>List A</b> Identity and Employment Authorization	<b>OR</b>	<b>List B</b> Identity	<b>AND</b>	<b>List C</b> Employment Authorization
Document Title		Document Title		Document Title
Issuing Authority		Issuing Authority		Issuing Authority
Document Number		Document Number		Document Number
Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)		Expiration Date (if any) (mm/dd/yyyy)
Document Title		<div>Additional Information</div> <div>QR Code - Sections 2 &amp; 3 Do Not Write In This Space</div>		
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				
Document Title				
Issuing Authority				
Document Number				
Expiration Date (if any) (mm/dd/yyyy)				

**Certification:** I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.

The employee's first day of employment (mm/dd/yyyy): \_\_\_\_\_ (See instructions for exemptions)

Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)		Title of Employer or Authorized Representative	
Last Name of Employer or Authorized Representative		First Name of Employer or Authorized Representative		Employer's Business or Organization Name <b>Bobcat Contracting LLC</b>	
Employer's Business or Organization Address (Street Number and Name) <b>1721 HCR 3106</b>		City or Town <b>Hillsboro</b>		State <b>TX</b>	ZIP Code <b>76645</b>

**Section 3. Reverification and Rehires** (To be completed and signed by employer or authorized representative.)

<b>A. New Name (if applicable)</b>			<b>B. Date of Rehire (if applicable)</b>	
Last Name (Family Name)		First Name (Given Name)	Middle Initial	Date (mm/dd/yyyy)

**C.** If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.

Document Title	Document Number	Expiration Date (if any) (mm/dd/yyyy)
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I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)	Name of Employer or Authorized Representative
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## Employee's Withholding Certificate

OMB No. 1545-0074

**2021**

▶ **Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.**  
▶ **Give Form W-4 to your employer.**  
▶ **Your withholding is subject to review by the IRS.**

**Step 1:**  
**Enter**  
**Personal**  
**Information**

(a) First name and middle initial	Last name	(b) Social security number
Address		▶ <b>Does your name match the name on your social security card?</b> If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to <a href="http://www.ssa.gov">www.ssa.gov</a> .
City or town, state, and ZIP code		
(c) <input type="checkbox"/> <b>Single</b> or <b>Married filing separately</b> <input type="checkbox"/> <b>Married filing jointly</b> or <b>Qualifying widow(er)</b> <input type="checkbox"/> <b>Head of household</b> (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

**Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5.** See page 2 for more information on each step, who can claim exemption from withholding, when to use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App), and privacy.

**Step 2:**  
**Multiple Jobs**  
**or Spouse**  
**Works**

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

- (a) Use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) for most accurate withholding for this step (and Steps 3–4); **or**  
 (b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below for roughly accurate withholding; **or**  
 (c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld . . . . . ▶ ☐

**TIP:** To be accurate, submit a 2021 Form W-4 for all other jobs. If you (or your spouse) have self-employment income, including as an independent contractor, use the estimator.

**Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs.** Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)

**Step 3:**  
**Claim**  
**Dependents**

If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly):

Multiply the number of qualifying children under age 17 by \$2,000 ▶ \$ \_\_\_\_\_

Multiply the number of other dependents by \$500 . . . . . ▶ \$ \_\_\_\_\_

Add the amounts above and enter the total here . . . . . **3** \$ \_\_\_\_\_

**Step 4**  
**(optional):**  
**Other**  
**Adjustments**

(a) **Other income (not from jobs).** If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income . . . . . **4(a)** \$ \_\_\_\_\_

(b) **Deductions.** If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here . . . . . **4(b)** \$ \_\_\_\_\_

(c) **Extra withholding.** Enter any additional tax you want withheld each **pay period** . **4(c)** \$ \_\_\_\_\_

**Step 5:**  
**Sign**  
**Here**

Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.

▶ **Employee's signature** (This form is not valid unless you sign it.) ▶ **Date**

**Employers**  
**Only**

Employer's name and address	First date of employment	Employer identification number (EIN)
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PO BOX 663 • 1721 HCR 3106  
HILLSBORO, TX 76645  
PHONE: 254-582-0205 • FAX: 866-582-3199

## PAYROLL AUTHORIZATION AGREEMENT

### DIRECT DEPOSIT

I (we) hereby authorize Bobcat Contracting LLC/Bobcat Electrical & Instrumentation LLC/Bobcat Crane LLC, hereinafter called COMPANY, to initiate credit entries and to initiate, if necessary, debit entries and adjustments for credit entries in error to my Checking and/or Savings account indicated at the depository named on the provided documentation, hereafter called DEPOSITORY, to credit and/or debit the same to such account. This authority is to remain in full force and effect until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Routing: \_\_\_\_\_ Account: \_\_\_\_\_

### PAY CARD

I would like to sign up for a pay card, onto which my weekly earnings will be placed. I understand there is a service fee for the use of this pay card. I also understand this pay card must be activated by following the directions provided before it will be active and available for use.

By signing below, I give COMPANY permission to send my pay stub to the email address listed below. I also give permission for other business communications to be sent to my email, including but not limited to W-2s. I understand all pay stubs and W-2s will be sent electronically, and I will not receive a paper copy in the mail. I acknowledge that it is my responsibility to check my email for these documents.

Name (Please Print): \_\_\_\_\_

Email Address: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Social Security  
Number: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



## Emergency Contact List

Please enter two emergency contacts:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work/Cell: \_\_\_\_\_

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work/Cell: \_\_\_\_\_



**PO BOX 663 • 1721 HCR 3106  
HILLSBORO, TX 76645  
PHONE: 254-582-0205 • FAX: 866-582-3199**

## **FAIR CREDIT REPORTING ACT DISCLOSURE STATEMENT**

In accordance with the provisions of Section 604(b)(2)(A) of the Fair Credit Reporting Act, Public Law 91-508, as amended by the Consumer Credit Reporting Act of 1996 (Title II, Subtitle D, Chapter I, of Public Law 104-208), you are being informed that reports verifying your previous employment, previous drug and alcohol test results, and your driving record may be obtained on you for employment purposes. These reports are required by Sections 382.413, 391.23, and 391.25 of the Federal Motor Carrier Safety Regulations.

---

**SIGNATURE**

---

**DATE**

---

**PRINT NAME**

---

**SOCIAL SECURITY NUMBER**

# REQUEST/CONSENT FORM FOR INFORMATION FROM PREVIOUS EMPLOYERS

DATE: \_\_\_\_\_

TO: \_\_\_\_\_  
PREVIOUS EMPLOYER TELEPHONE NUMBER

ADDRESS FAX NUMBER

CITY STATE ZIP

SOCIAL SECURITY NUMBER: \_\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

APPLICANT NAME

APPLICANT SIGNATURE

I, THE ABOVE SIGNED, HEREBY AUTHORIZE YOU TO RELEASE INFORMATION AS TO MY PREVIOUS EMPLOYMENT WITH YOUR COMPANY. THIS IS REQUIRED BY SECTION 391.23 OF THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS, TO:



**BOBCAT CONTRACTING LLC**  
**PO BOX 663 HILLSBORO, TX 76645**  
**FAX: 866-582-3199 PHONE: 254-582-0205**

I, FURTHER AUTHORIZE YOU TO RELEASE ALL INFORMATION ON MY ALCOHOL AND CONTROLLED SUBSTANCES TESTING/TRAINING RECORDS AS REQUIRED BY SECTION 382.405 (f) AND (h) OF THE FMCSR, WHICH STATES,

- (f) Records shall be made available to subsequent employer upon receipt of a written request from a driver. Disclosure by the subsequent employer is permitted only as expressly authorized by the terms of the drivers' request.
- (H) An employer shall release information regarding drivers' records as directed by the specific, written consent of the driver authorizing release of the information to an identified person. Release of such information by the person receiving the information is permitted only in accordance with the terms of the employee's consent.

SECTION 382.413 (b) STATES: An employer shall obtain, pursuant to a drivers' consent, information on the drivers' alcohol tests with a concentration result of .04 or greater, positive controlled substances test results, and refusals to be tested, other violations, within the preceding three years, which are maintained by the drivers' previous employers. In addition information on the return to work process in case of a violation.

TO PREVIOUS EMPLOYER: THE ABOVE NAMED PERSON HAS MADE APPLICATION TO THIS COMPANY AS A DRIVER SUBJECT TO THE RULES AND REGULATIONS OF THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS. WE APPRECIATE THE TIME YOU HAVE TAKEN TO COMPLETE THIS WORK VERIFICATION AND ALCOHOL & CONTROLLED SUBSTANCES TESTING/TRAINING CHECK. **TO EXPEDITE AND INSURE COMPLIANCE WITHIN 30 DAYS OF EMPLOYMENT PLEASE RETURN TO THE ABOVE FAX NUMBER.**

1. EMPLOYED FROM \_\_\_\_\_ TO \_\_\_\_\_ AS A \_\_\_\_\_ AT WAGE OR SALARY OF \$ \_\_\_\_\_. (PLEASE VERIFY INFORMATION IS CORRECT, IF NOT CHANGE)
2. DID APPLICANT DRIVE A MOTOR VEHICLE FOR YOU ? \_\_\_\_\_, STRAIGHT TRUCK ? \_\_\_\_\_, TRACTOR \_\_\_\_\_ BUS ? \_\_\_\_\_ OTHER (PLEASE SPECIFY) \_\_\_\_\_
3. WAS APPLICANT A SAFE AND EFFICIENT DRIVER ? \_\_\_\_\_ ANY DOT RECORDABLE ACCIDENTS WHILE EMPLOYED ? \_\_\_\_\_  
IF SO GIVE DETAILS FATALITY \_\_\_\_\_ INJURY \_\_\_\_\_ VEHICLE TOWED \_\_\_\_\_ OTHER DETAILS AND/OR OTHER ACCIDENTS: \_\_\_\_\_
4. DID APPLICANT RECEIVE ANY SAFE DRIVING AWARDS ? \_\_\_\_\_ WAS APPLICANTS CONDUCT SATISFACTORY ? \_\_\_\_\_
5. REASON FOR LEAVING YOUR EMPLOY (CHECK ONE): DISCHARGED \_\_\_\_\_ LAID OFF \_\_\_\_\_ RESIGNED \_\_\_\_\_
6. HAS THIS PERSON EVER TESTED POSITIVE FOR A CONTROLLED SUBSTANCE IN THE LAST 3 YEARS? YES \_\_\_\_\_ NO \_\_\_\_\_
7. HAS THIS PERSON EVER HAD AN ALCOHOL TEST WITH A BREATH ALCOHOL CONCENTRATION OF .04 OF GREATER IN THE LAST 3 YEARS ? YES \_\_\_\_\_ NO \_\_\_\_\_
8. HAS THIS PERSON REFUSED A REQUIRED TEST FOR DRUGS OR ALCOHOL IN THE LAST 3 YEARS ? YES \_\_\_\_\_ NO \_\_\_\_\_
9. ANY OTHER VIOLATIONS OF DOT AGENCY DRUG AND ALCOHOL TESTING REGULATIONS? YES \_\_\_\_\_ NO \_\_\_\_\_
10. IF YES TO ANY OF THE ABOVE HAS THIS PERSON COMPLETED A SUBSTANCE ABUSE PROGRAM YES \_\_\_\_\_ NO \_\_\_\_\_  
**IF YES TO ANY OF THE ABOVE QUESTIONS, PLEASE GIVE THE SAP'S NAME, ADDRESS AND PHONE NUMBER.**

SIGNATURE AND TITLE OF PERSON RELEASING INFORMATION

DATE



PO BOX 663 · 1721 HCR 3106  
HILLSBORO, TX 76645  
PHONE: 254-582-0205 · FAX: 866-582-3199

**GENERAL CONSENT  
FOR LIMITED QUERIES OF THE FEDERAL MOTOR CARRIER SAFETY  
ADMINISTRATION (FMCSA) DRUG AND ALCOHOL CLEARINGHOUSE**

I, \_\_\_\_\_ hereby provide consent to Bobcat Contracting LLC to conduct a limited query of the FMCSA Commercial Driver's License Drug and Alcohol Clearinghouse to determine whether drug or alcohol violation information about me exists in the Clearinghouse. I am giving consent for the initial query required for pre-employment, as well as any additional queries through the duration of my employment with Bobcat Contracting LLC.

I understand if the limited query conducted by Bobcat Contracting LLC indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to Bobcat Contracting without first obtaining additional specific consent from me.

I further understand if I refuse to provide consent for Bobcat Contracting LLC to conduct a limited query of the Clearinghouse, Bobcat Contracting LLC must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA's drug and alcohol program regulations.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



## PRE-EMPLOYMENT URINALYSIS CONSENT FORM

BOBCAT CONTRACTING LLC enforces the Federal Motor Carrier Safety Regulations, Section 391.103 and revisions thereof concerning Pre-employment Substance Abuse testing.

### **382.301 Pre-employment testing requirements**

- (a) A motor carrier shall require a driver applicant who the motor carrier intends to hire or use to be tested for the use of controlled substances as a pre-qualification condition.
- (b) A driver applicant shall submit to controlled substance testing as a pre-qualification condition.

I agree to the urine sample collection and controlled substance testing, as a condition of my employment.

I understand a positive test for controlled substances will medically disqualify me from consideration as a Driver for this Company.

I have read and understand the above conditions for the Pre-Employment Urinalysis and hereby freely give my consent.

### **PART 40.25 (5) (j) Pre-employment testing with other employers**

I, as a prospective driver for this company, also state that I

\_\_\_\_\_ HAVE

\_\_\_\_\_ HAVE NOT

tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which I have applied for, but did not obtain, safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past two years.

\_\_\_\_\_  
APPLICANT'S NAME (PRINT)

\_\_\_\_\_  
APPLICANTS SIGNATURE

\_\_\_\_\_  
MONTH      DAY      YEAR

WITNESSED BY:

\_\_\_\_\_  
COMPANY REPRESENTATIVE

# DRUG AND ALCOHOL POLICY

## AGREEMENT

I certify that I have been provided with a copy of the D.O.T. Drug and Alcohol Policy and that I have read and understand that policy. I also understand that by accepting employment or contracting with BOBCAT CONTRACTING LLC, I have and do consent to submit to screening for alcohol and/or drug as set forth in this policy or under current D.O.T. regulations. I also understand and agree to comply with all BOBCAT CONTRACTING LLC'S company policies, as well as those policies or regulations promulgated by the Federal Highway Administration, the D.O.T. or any other federal, state or local statutes, laws or rules governing the use or abuse of drugs or alcohol. I also understand my failure to honor the terms of this Agreement is grounds for the termination of my employment or contract or BOBCAT CONTRACTING LLC'S refusal to accept my application for employment or contract with BOBCAT CONTRACTING LLC.

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Signature

---

Printed Name

---

Date

# **DRUG AND ALCOHOL AWARENESS TRAINING**

The undersigned hereby certifies that he/she has received the educational materials and Department of Transportation rules and regulations regarding drug and alcohol testing which the company is required to provide under 49 C.F.R. 382.601.

---

Signature

---

Date

## **BOBCAT CONTRACTING**

### **ACKNOWLEDGMENT AND AGREEMENT WITH RESPECT TO DRUG AND ALCOHOL TESTING**

I acknowledge, by signing this form, that my full compliance with the Anti-Drug and Alcohol Misuse Prevention Plan (the "Plan") and DOT drug and alcohol regulation requirements is a condition of my initial and continued employment with the Company. I understand and agree that I may be discharged or otherwise disciplined for any drug and/or alcohol violation, committed by me, as cited in the Plan and/or in the DOT drug and alcohol regulatory requirements.

I also acknowledge, by signing this form, that a copy of the Plan has been made available to me and that I have read and understand the requirements of the Company and DOT drug and alcohol program. I have also been provided with informational material on the dangers and problems of drug abuse and alcohol misuse.

**Signed, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.**

---

**Employee Name (Please Print)**

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**Employee Signature**



**STOP WORK AUTHORITY PROCEDURE  
MISSING WORK/ABSENTEE POLICY  
RETURN TO WORK POLICY  
STATEMENT OF MANAGEMENT COMMITMENT**

I acknowledge that I have read and understand the stop work authority procedure and policies regarding missing work, absentee and returning to work. I have read and understand the statement of management commitment. I agree to abide by the rules and regulations outlined in the procedure, policies and commitment agreements. I understand any deviation of the policies, procedures and commitments could result in disciplinary action including possible suspension and/or termination.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



### **COMPANY CREDIT CARD USE AGREEMENT**

I certify that I understand and agree to abide by the Company's policy regarding use of company-issued credit cards, a copy of which I have received, and which has been explained to me. I agree that if I make any personal purchases (i.e., transactions for the benefit of anyone or anything other than the Company) in violation of that policy, the amount of such purchases is an advance of future wages payable to me, that the Company may deduct that amount from my next paycheck, and that if there is a balance remaining after such deduction, the Company may deduct the balance of the wage advance from my future paychecks until the amount is repaid in full. I further agree that if I make any non-personal transactions in violation of the policy in question, i.e., incur financial liability on the Company's part that is not within the scope of my duties or my authorization to make business-related purchases, I am financially responsible for any such expenses and agree to reimburse the Company via wage deductions for such amounts until the unauthorized amounts are fully repaid. I also agree to email all credit card receipts to [receipts@bobcatcontracting.com](mailto:receipts@bobcatcontracting.com) at the time of purchase, and failure to do so in a timely manner means I am financially responsible for any such expenses and agree to reimburse the Company via wage deductions for such amounts until the unauthorized amounts are fully repaid. I understand any violation of this policy may result in disciplinary action up to and including termination.

---

Employee Signature

---

Date



## **COMPANY-ISSUED ELECTRONIC DEVICES AGREEMENT**

I certify that I understand and agree to abide by the Company's policy regarding use of company-issued electronic devices, a copy of which I have received, and which has been explained to me. I agree if I incur any overage charges, the amount of such charges is an advance of future wages payable to me, that the Company may deduct that amount from my next paycheck, and that if there is a balance remaining after such deduction, the Company may deduct the balance of the wage advance from my future paychecks until the amount is repaid in full. I further understand that if I am unable to return a device in good working condition, including being clear of passwords and passcodes, I may be charged for the price of a replacement item. I am financially responsible for any such expenses and agree to reimburse the Company via wage deductions for such amounts until the amounts are fully repaid. I understand any violation of this policy may result in disciplinary action up to and including termination.

---

Employee Signature

---

Date



## **SOCIAL MEDIA POLICY AGREEMENT**

I certify that I understand and agree to abide by the Company's policy regarding social media, a copy of which I have received, and which has been explained to me. I understand any violation of this policy may result in disciplinary action up to and including termination.

---

Employee Signature

---

Date



## WORKWELL, TX

### Employee Acknowledgment of Workers' Compensation Network

I have received information that informs me how to get health care under my employer's workers' compensation insurance.

If I am hurt on the job and live in a service area described in this packet, I understand that:

- I must choose a treating doctor from the list of doctors in the network. Or, I may ask my HMO primary care physician to agree to serve as my treating doctor. If I select my HMO primary care physician as my treating doctor, I will call Texas Mutual Insurance Company at (844) 867-2338 to notify them of my choice.
- I must go to my treating doctor for all health care for my injury. If I need a specialist, my treating doctor will refer me to a specialist. If I need emergency care, I may go anywhere.
- Texas Mutual will pay the treating doctor and other network providers for the treatment for my compensable injury.
- I may have to pay the bill if I get health care from someone other than a network doctor without prior network approval.

Knowingly making a false workers' compensation claim may lead to a criminal investigation that could result in criminal penalties such as fines and imprisonment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

I live at: \_\_\_\_\_

Street address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip code

Name of employer: \_\_\_\_\_

Name of network: WorkWell, TX

#### To the employer:

Each employee must sign this form when you begin the program or within 3 days of being hired, and at the time an injury occurs. Please indicate at which point this acknowledgement was completed.

- ☐ Initiating the network program (companywide)
- ☐ Initial employee notification (new hire)
- ☐ Injury notification (Date of injury:     /     /     )

Keep this completed form in the employee's personnel file. It could be requested by Texas Mutual.



## **DRIVING POLICY**

I acknowledge that I have read the Driving Policy of Bobcat Contracting LLC and will abide by the rules and guidelines outlined in the policy. I understand that any deviation of the policy could result in disciplinary action including possible suspension and/or termination.

---

**SIGNATURE**

---

**DATE**



## RELEASE AND AUTHORIZATION TO OBTAIN CONSUMER AND/OR INVESTIGATIVE CONSUMER REPORT(S)

I, the undersigned, hereby consent, authorize and release Bobcat Contracting LLC, its affiliated companies, its subcontractors, and/or its agents (collectively, herein after referred to as "the Company") to procure consumer reports on me including but not limited to information concerning my character and general reputation. These reports may be obtained through, but not limited to the following sources: motor vehicle reports, social security number verifications, present and former addresses, criminal and civil history/records, and any other public records.

I hereby release any and all persons, business entities, third party agencies, and governmental agencies providing information, whether public or private, from any and all liability, claims and/or demands, by me, my heirs or others making such claim or demand on my behalf for providing consumer report(s) and/or investigative consumer report(s) authorized therein.

I authorize without reservation the Railroads for which the Company provides services for to access to my information in order to determine if I am eligible to perform work on their property.

Further, if I am selected as an employee or an employee of an Independent Contractor for the Company I understand and authorize that a periodic investigation may be required for the duration of my association with the Company. I understand that this release and authorization shall remain in effect for the duration of my association with the Company. Additionally, I hereby authorize the Company to investigate and incidents of workplace misconduct made against or involving me both during and after the term of my association with the Company.

I understand and agree that any information provided by me that is found to be false, incomplete or misrepresented in any respect in the Company's sole judgment, will be cause to cancel further consideration of my application for employment and/or contracting services whenever such discrepancies are discovered. Further, I understand that by requesting this information that no promise of employment is being made. I am willing that a photocopy of this authorization will be accepted with the same authority as the original.

I HEREBY CERTIFY THIS FORM WAS COMPLETED BY ME, AND THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT AS OF THE DATE HEREOF.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print:

Name: \_\_\_\_\_  
First Middle Last

\*Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Gender (check one): \_\_\_\_\_  
Male Female

Driver's License Number: \_\_\_\_\_ Issuing State: \_\_\_\_\_ Expiration: \_\_\_\_\_

Daytime Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Other Names Used (alias, maiden, nickname): \_\_\_\_\_

Current Address: \_\_\_\_\_  
Street Number and Street Name Apt #  
City State Zip

Are you applying for a position in California, Minnesota or Oklahoma? Yes \_\_\_\_ No \_\_\_\_  
If yes would you like a copy of any consumer reports requested sent to you? Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_

\*Note: Date of Birth Information is required for identification purposes only, and is in no manner used as qualifying for joining the Company. The Company does not discriminate on the basis of sex, religion, veteran status, age or disability.



## MOTOR VEHICLE DRIVER'S CERTIFICATION

Each motor carrier shall, at least once every 12 months, require each driver it employs to prepare and furnish it with a list of all violations of motor vehicle traffic laws and ordinances (other than violations involving only parking) of which the driver has been convicted or on account of which he has forfeited bond or collateral during the preceding 12 months.

Each driver shall furnish the list required in accordance with the above paragraph. If the driver has not been convicted of, or forfeited bond or collateral on account of, any violation which must be listed he/she shall so certify.

I certify that the following is a true and complete list of traffic violations (other than parking violations) for which I have been convicted or forfeited bond or collateral during the past 12 months.

\_\_\_\_\_NONE (Place checkmark or X if you have no violations as stated above.)

DATE	OFFENSE	LOCATION	TYPE OF VEHICLE OPERATED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Driver's License Number: \_\_\_\_\_ Issuing State: \_\_\_\_\_ Expiration date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BOBCAT CONTRACTING LLC**  
(Motor Carrier Name)

**1721 HCR 3106 HILLSBORO, TX 76645**  
(Motor Carrier Address)

\_\_\_\_\_  
Reviewed by: (Signature)

\_\_\_\_\_  
Title



PO BOX 663 • 1721 HCR 3106  
HILLSBORO, TX 76645  
PHONE: 254-582-0205 • FAX: 866-582-3199

## WORK QUESTIONNAIRE

THIS QUESTIONNAIRE IS INTENDED TO NOTIFY DRIVERS OF THE REQUIREMENTS OF 395.2 (8) (9) AS IT PERTAINS TO **ON-DUTY TIME**.

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

- (8) Performing any other work in the capacity of, or in the employ or service of, a common, contract or private motor carrier; and
- (9) Performing any compensated work for any nonmotor carrier entity.

I HEREBY CERTIFY THAT I AM FAMILIAR WITH FMCSR 395.2 AND SPECIFICALLY WITH THE REQUIREMENTS OF PARAGRAPHS (8) AND (9). I ALSO REALIZE THAT I AM REQUIRED TO AND WILL REPORT ANY TIME WORKED FOR OTHER PARTIES TO MY EMPLOYER TO ENSURE PROPER COMPLIANCE WITH THE HOURS OF SERVICE REQUIREMENTS AS STATED IN PART 395 OF THE FMCSR.

---

DRIVER'S SIGNATURE

---

DATE

---

COMPANY REPRESENTATIVE

---

DATE



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PHONE: 254-582-0205 • FAX: 866-582-3199

### **DRIVER CERTIFICATION OF COMPLIANCE WITH DRIVER LICENSE REQUIREMENTS**

**DRIVER REQUIREMENTS:** Parts 383 and 391 of the Federal Motor Carrier Safety Regulations contain some requirements that you as a driver must comply with. These requirements are in effect as of July 1, 1987. They are as follows:

- 1) You, as a commercial vehicle driver, may not possess more than one license. The only exception is if a state requires you to have more than one license. This exception is allowed until January 1, 1990.

If you currently have more than one license, you should keep the license from your state of residence and return the additional licenses to the states that issued them. DESTROYING a license does not close the record in the state that issued it; you should notify the state. If a multiple license has been lost, stolen, or destroyed, you should close your record by notifying the state of issuance that you no longer want to be licensed by that state.

- 2) Sections 392.42 and 383.33 of the Federal Motor Carrier Safety Regulations require that you notify your employer the **NEXT BUSINESS DAY** of any revocation or suspension of your driver's license. In addition, Section 383.31 requires that any time you violate a state or local traffic law (other than parking), you must report it to your employing motor carrier and the state that issued your license **within 30 days**.

**DRIVER CERTIFICATION:** I certify that I have read and understood the above requirements.

The following license is the **only one I will possess**:

Driver's License # \_\_\_\_\_ State \_\_\_\_\_ Exp. Date \_\_\_\_\_

Driver's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**DRIVER STATEMENT OF ON-DUTY HOURS**  
**DRIVER CERTIFICATION FOR OTHER COMPENSATED WORK**  
**For Newly Hired Drivers**

Motor carriers, when using a driver for the first time, shall obtain from the driver a signed statement giving the total time on-duty during the immediate preceding 7 days and time at which such driver was last relieved from duty prior to beginning work for such carrier. Rule 395.8(j)(2) Federal Motor Carrier Safety Regulations. NOTE: Hours for any compensated work during the preceding 7 days, including work for a non-motor carrier entity, must be recorded on this form.

Driver Name (Print): \_\_\_\_\_ Social Security: \_\_\_\_\_

Type of License: \_\_\_\_\_ License Number: \_\_\_\_\_

Class: \_\_\_\_\_ Endorsements: \_\_\_\_\_ Restrictions: \_\_\_\_\_

Day	Yesterday	2	3	4	5	6	7	
Date								
Hours Worked								Total Hours

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

Time: \_\_\_\_\_ am pm Date: \_\_\_\_\_

When employed by a motor carrier, a driver must report to the carrier all on-duty time including time working for other employers. The definition of on-duty time found in Section 395.2 paragraphs (8) and (9) of the Federal Motor Carrier Safety Regulations includes time performing any other work in the capacity of, or in the employ or service of a common, contract or private motor carrier, also performing any compensated work for any nonmotor carrier entity.

Are you currently working for another employer? **YES** **NO**

At this time, do you intend to work for another employer while still employed by this company? **YES** **NO**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_



# RELEASE OF CDL HOLDER'S REPORTED POSITIVE ALCOHOL OR CONTROLLED SUBSTANCE TEST RESULTS



Use this form to obtain the CDL holder's reported positive alcohol or controlled substance test results information.

This form should ONLY be used if you wish to inquire whether or not a prospective driver (CDL Holder) has had a positive alcohol or controlled substance test result reported to the Texas Department of Public Safety in compliance with state law.

**THIS FORM IS NOT REQUIRED FOR REPORTING A POSITIVE  
ALCOHOL OR CONTROLLED SUBSTANCE TEST.**

1. This form must be completed in full and include the driver's original signature.

2. Deliver, mail, Email or FAX the completed form to:

**Texas Department of Public Safety  
Motor Carrier Bureau, MSC #0521  
6200 Guadalupe, Building P  
Austin, Texas 78752-4019 / Facsimile: 512-424-5310**

☐ Check here if CDL Holder  
is requesting results on self

**Email: MCB.VPR@dps.texas.gov**

\_\_\_\_\_  
Print Name of CDL Holder

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Print full Address, City, State and Zip of CDL Holder

\_\_\_\_\_  
Social Security #

Driver License Number of CDL Holder \_\_\_\_\_ State \_\_\_\_\_ Date of Birth \_\_\_\_\_

authorize release of any and all of CDL holder's reported positive alcohol or  
controlled substance test results reported under Texas state law to

\_\_\_\_\_  
Print Motor Carrier's Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Print full Address, City, State and Zip of Motor Carrier

Signature of Driver

Date

**X**

If you wish to request and receive this information by electronic mail, submit a completed and notarized Electronic Mail Verification Form (MCS-32), available at the following web address:  
<http://www.txdps.state.tx.us/forms/index.htm>.



## **DRIVER LOGS POLICY**

I certify that I have been provided with the DRIVER LOGS POLICY for Bobcat Contracting LLC, and I have received the information on using the Electronic Log Device as well as training on using the ELD. I will be compliant in using the ELD to maintain FMCSA records. and will abide by the rules and guidelines outlined in the policy. I understand that any deviation of the policy could result in disciplinary action including possible suspension and/or termination.

---

Employee Signature

---

Date

---

Company Representative Signature

---

Date



## DRIVER'S VEHICLE INSPECTIONS

I certify that I have been provided with the DRIVER'S VEHICLE INSPECTIONS POLICY for Bobcat Contracting LLC, and I have received the information on how to properly inspect a vehicle and training on how to inspect a vehicle. I will complete a DVIR for every trip.

---

Employee Signature

---

Date

---

Company Representative Signature

---

Date



## Texas Commercial Driver License Self-Certification Affidavit



Federal Regulations along with the State of Texas Administrative Rules require a commercial driver to certify in one of the 4 categories listed below to determine if a medical certificate is required. If you select category one (1) or three (3), you must present a valid medical certificate.

Last Name	First Name	Middle Name	Maiden Name
Driver License Number	Birth Date	Social Security Number	

I certify my commercial transportation is:

- ☐ Category 1. Non-excepted Interstate. I operate or expect to operate in interstate commerce, am both subject to and meet the qualification requirements under 49 CFR part 391, and am required to obtain a medical examiner's certificate by § 391.45. *(CDL-4, CDL-10 box 7, medical certificate is required)*
- ☐ Category 2. Excepted Interstate. I operate or expect to operate in interstate commerce, but engage exclusively in transportation or operations excepted under 49 CFR 390.3(f), 391.2, 391.68 or 398.3 from all or parts of the qualification requirements of 49 CFR part 391. *(CDL-10)*
- ☐ Category 3. Non-Excepted Intrastate. I operate or expect to operate in intrastate commerce, and am subject to the physical qualifications of 49 CFR Part 391. *(CDL-5 part b, medical certificate is required)*
- ☐ Category 4. Excepted Intrastate. I operate or expect to operate in intrastate commerce, and engage exclusively in transportation or operations that exempt me from meeting the medical standards of 49 CFR Part 391. *(CDL-5 part a, CDL-10 box 10 or box 11)*

**I certify that I have read, understand and meet the above checked categories for a commercial driver license.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please email, fax, or mail the medical certificate (if applicable) and the Self-Certification affidavit to:

**Email (pdf format only):** [CDLMedCert@dps.texas.gov](mailto:CDLMedCert@dps.texas.gov)

**Fax:** 512-424-2002

**Mail:** Texas Department of Public Safety

Enforcement & Compliance Service

Attention: CDL Section

P.O. Box 4087

Austin, Texas 78773



**PO BOX 663 • 1721 HCR 3106  
HILLSBORO, TX 76645  
PHONE: 254-582-0205 • FAX: 866-582-3199**

## **EMPLOYEE POLICY PACKET FOR CDL DRIVERS**

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- Drug and Alcohol Policy Issued Pursuant to DOT Regulations
- Drug and Alcohol Awareness Training
- Stop Work Authority Procedure
- Missing Work, Absentee, Return to Work Policies
- Statement of Management Commitment
- Company Credit Card Policy
- Company-Issued Electronic Devices Policy
- Social Media Policy
- Driving Policy
- Employee Notice of Worker's Compensation
- Driver Logs Policy
- Driver's Vehicle Inspections Policy



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## **DRUG AND ALCOHOL POLICY ISSUED PURSUANT TO D.O.T. REGULATIONS**

1. **Introduction.** Alcohol and drug abuses, in the workplace, are a national problem. BOBCAT CONTRACTING LLC has a strong commitment to its employees, customers, contractors, and the general public to provide an alcohol and drug-free environment. BOBCAT CONTRACTING LLC recognizes that a drug-free and alcohol-free workplace is especially important in the transportation industry because of the responsibility to serve the public safely and without interruption. A driver who uses drugs or alcohol represents a hazard to himself or herself and the general public. Therefore, consistent with those commitments, BOBCAT CONTRACTING LLC has revised its policy regarding alcohol and drugs, to be in compliance with the most recent U.S. Department of Transportation (D.O.T.) regulations.
2. **Applicability.** This policy applies to all BOBCAT CONTRACTING LLC'S employees and contractors, who are subject to D.O.T. regulations, including but not limited to, drivers, contract drivers, and driver applicants. All employees subject to D.O.T. regulations are collectively referred to in this policy as "drivers". This policy is effective immediately; however, this is subject to changes if and when the D.O.T. issues additional or amended regulations.
3. **Prohibited Conduct.** It is a violation of company policy, which will subject a driver to disciplinary action, including but not limited to, immediate termination of a driver's employment or contract for a driver to:
  - a) Consume, possess, sell or purchase any alcoholic beverage on BOBCAT CONTRACTING LLC premises (including any office, building, terminal, yard or other property owned or operated by BOBCAT CONTRACTING LLC or any other location at which the employee is to perform work) or in any BOBCAT CONTRACTING LLC owned or leased vehicle.
  - b) Use, possess, sell, transfer (whether for consideration or for free) or purchase any illegal drugs on BOBCAT CONTRACTING LLC'S premises (including any office, building, terminal, yard or other property owned or operated by BOBCAT CONTRACTING LLC or any other location at which the employee is to perform work) or in any BOBCAT CONTRACTING LLC owned or leased vehicle. The term illegal drug is defined to include marijuana, cocaine, opiates, amphetamines and phencyclidine or any other controlled substances which is not being used for a prescribed purpose and which may alter an individual's mental or physical capacity (except as permitted by Federal Highway Administration or D.O.T. regulations).
  - c. Report for duty or drive while impaired by use of any of the above mentioned illegal drugs or alcoholic beverages. The term "impaired" or "impairment" means to be under the influence of alcohol or a drug or controlled substance so that a driver's motor senses (sight, hearing, balance, reflex or reaction) are adversely affected or may be presumed to be so affected.

NOTE: A driver MAY use a drug or controlled substance IF it has been prescribed or administered by a licensed medical practitioner who is familiar with the driver's medical history and assigned duties and who has advised the driver that the drug or substance will not adversely affect the driver's ability to safely operate a motor vehicle. Use of a prescribed drug in compliance with the above requirements shall serve as an affirmative defense, to be proven by the driver through clear convincing evidence, following a positive test result. However, abuse of a prescribed drug is prohibited.

4. **Drug and Alcohol Testing.** To help ensure an alcohol and drug-free workplace and to comply with D.O.T. regulations, BOBCAT CONTRACTING LLC'S drivers are subject to testing for the use of drug and alcohol in a manner prescribed by the D.O.T. Specifically, BOBCAT CONTRACTING LLC'S drivers will be tested in the following circumstances.
  - a) *Pre-employment.* All driver-applicants are subject to pre-qualification drug testing during the application process and as part of determining an applicant's qualifications under D.O.T. regulations. Refusal to submit to such testing will render the driver-applicant medically unqualified to operate a commercial vehicle and the driver-applicant will be rejected for employment.
  - b) *Random.* All drivers will be subject to unannounced drug testing, at any time on a random selection basis, as a condition of continued employment as a driver. The number of annual tests shall equal at least 50 % of the average number of drivers subject to testing. During the initial 12 month period following institution of random testing, the testing shall be reasonably spread out through that 12 month period.
  - c) *Reasonable Cause.* Where there is reasonable cause to believe a driver has reported to work or is working (including but not limited to driving) while impaired because of the use of illegal drugs or alcohol, the driver will be required to submit to drug and/or alcohol testing. A driver's conduct must have been witnessed by at least two supervisors (or one, if only one is available) who have been trained in the identification of actions, appearance, conduct of a commercial motor vehicle driver which are indicative of the use of illegal drugs or alcohol. The witness(es) will document the observed conduct within 24 hours or before the release of the test results, whichever is earlier.

Refusal to submit to periodic, random or reasonable cause testing will result in a driver not being qualified to drive until such driver submits to testing and tests negative. Refusal to submit to such testing will subject a driver to disciplinary action, including but not limited to, the immediate termination of employment or contract.

- d) *Post-accident.* Any driver who is involved in a reportable accident as described or defined by the D.O.T. must submit to drug and/or alcohol testing as provided by the D.O.T. regulations. As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver shall be tested for alcohol and/or controlled substance if:
- i) the accident involved a fatality; or
  - ii) the driver received a citation under a state or local law for a moving traffic violation arising from the accident; and
  - iii) there is an injury to any person, which requires treatment away from the scene, or any vehicle must be towed from the scene.

A driver subject to post-accident testing must remain available for testing or the employer may consider the driver to have refused to submit to post accident testing. A driver subject to post-accident testing must refrain from consuming alcohol for eight (8) hours following the accident or until an alcohol test has been administered, whichever is first.

Refusal to submit to post-accident testing is a violation of BOBCAT CONTRACTING LLC'S policy, as well as Federal Highway Administration Regulations and will result in a driver not being qualified to drive until the driver submits to testing and tests negative. If an accident results in a fatality and the driver either refuses post-accident testing or test positive as the result of a post-accident test, such refusal or positive test will disqualify the driver from driving for not less than one year and will result in immediate termination of his or her employment or contract.

5. **Testing Methods and Collection Procedures.** Drug and alcohol testing under this policy will be administered pursuant to the D.O.T. regulations contained in 49 C.F.R. Part 40.1, et seq., or as amended by the D.O.T. in the future.

No driver shall be allowed to perform a safety sensitive function unless the result of any breath alcohol test indicates a breath level of less than 0.02 and BOBCAT CONTRACTING LLC has received a controlled substance test result from Medical Review Officer MRO) indicating a verified negative result.

If a driver's test results indicate a blood alcohol concentration of 0.02 or greater, but less than 0.04, the driver shall not be permitted to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but in no event, not less than 24 hours following the administration of the test.

No driver shall perform any safety-sensitive function if BOBCAT CONTRACTING LLC obtains information indicating that the driver tested positive for controlled substances, tested at or above 0.04 breath alcohol concentration or refused a test unless BOBCAT CONTRACTING LLC has evidence that the driver has been evaluated by a substance abuse professional, completed any required counseling, passed a return to duty test, and been subject to follow up testing.

6. **Test Results Notification and Confidentiality.** Test results will be reviewed by a qualified Medical Review Officer (MRO) as defined by D.O.T. regulations. Refusal to submit to testing or a positive will result in a driver being considered medically unqualified to drive and will subject the driver to disciplinary action, including, but not limited to, immediate termination of employment. Drivers will be notified of the test results in conformity with D.O.T. regulations. The MRO will be the sole custodian of the test results and shall maintain such records in accordance with D.O.T. regulations. The MRO will advise BOBCAT CONTRACTING LLC only whether a test was positive (indicative of the presence of drugs or alcohol) or negative. Test Results will not be released to any other party without written authorization of the tested driver or pursuant to D.O.T. regulations. Records relating to the administration of drug and alcohol testing and the results of the drug testing program will be maintained by BOBCAT CONTRACTING LLC according to D.O.T. regulations.
7. **Employee Assistance Program.** BOBCAT CONTRACTING LLC subscribes to an Employee Assistance Referral System (EAP) which provides in-house training sessions through the use of videos or documents for drivers and supervisory personnel. The training sessions (which are held separately for drivers and supervisors) provide information on the consequences of drug and alcohol use on health, safety and work environment and inform employees and supervisors of the manifestations and behavioral changes that may indicate drug and/or alcohol use.

BOBCAT CONTRACTING LLC'S alcohol and drug program administrator who is designated to monitor, facilitate and answer questions pertaining to these procedures is:

HUMAN RESOURCES DEPARTMENT  
BOBCAT CONTRACTING LLC  
1721 HCR 3106  
Hillsboro, TX 76645  
PHONE: 254-582-0205  
FAX: 866-582-3199



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## DRUG AND ALCOHOL AWARENESS TRAINING

### ALCOHOL

Although used routinely as a beverage for enjoyment, alcohol can have negative physical and mood altering effects when abused. These physical or mental alterations in a driver may have serious personal and public safety risks.

#### HEALTH EFFECTS

An average of three or more servings per day of beer (12 oz.), whisky (1 oz.), or wine (6 oz.) over time may result in the following health hazards:

- \* Dependency
- \* Kidney disease
- \* Ulcers
- \* Spontaneous abortion and neonatal mortality
- \* Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant Melanoma
- \* Fatal liver diseases
- \* Pancreatitis
- \* Decreased sexual functions
- \* Birth defects

#### SOCIAL ISSUES

- 2/3 of all homicides are committed by people who drink prior to the crime.
- 2-3% of the driving population are legally drunk at any one time. This rate doubles at night and on weekends.
- 2/3 of all Americans will be involved in an alcohol-related vehicle accident during their lifetime.
- The separation and divorce rate in families with alcohol dependency problems is 7 times the average.
- 40% of family court cases are alcohol related.
- Alcoholics are 15 times more likely to commit suicide.
- More than 60% of burns, 40% of falls, 69% of boating accidents, and 76% of private aircraft accidents are alcohol-related.
- Over 17,000 fatalities occurred in 1993 in highway accidents, which were alcohol related. This was 43% of all highway fatalities.
- 30,000 people will die each year from alcohol caused liver disease.
- 10,000 people will die each year due to alcohol-related brain disease or suicide.
- Up to 125,000 people die each year due to alcohol-related conditions or accidents.

#### WORKPLACE ISSUES

- It takes one hour for the average person (150 pounds) to process one serving of alcohol from the body.
- Impairment can be measured with as little as 2 drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person is.

## **DRUGS**

### ***MARIJUANA***

#### **HEALTH EFFECTS**

- Emphysema-like conditions
- One joint contains cancer-causing substances equal to 10 cigarettes.
- One joint causes the heart to race and be overworked. People with heart conditions are at risk.
- Marijuana is commonly contaminated with fungus *Aspergillus*, which can cause serious respiratory tract and sinus infections.
- Lowers the body's immune system response, making users more susceptible to infection.
- Chronic smoking causes changes in brain cells and brain waves. The brain does not work as efficiently or effectively. Long-term brain damage may occur.
- Tetrahydrocannabinol (THC) and over 60 other chemicals in Marijuana concentrate in the ovaries and testes.
- Chronic smoking in males may cause a decrease in testosterone and an increase in estrogen. As a result, the sperm count is reduced, leading to temporary sterility and in female's cause a decrease in fertility.
- A higher than normal incidence of stillborn births, early termination of pregnancy, and higher infant mortality rate during the first few days of life are common in pregnant marijuana smokers.
- THC causes birth defects including brain damage, spinal cord, forelimbs, liver, and water on the brain and spine in test animals.
- Fetal may decrease visual functioning.
- Users mental function can display the following effects; delayed decision making, diminished concentration, impaired short term memory, impaired signal detection, impaired tracking, erratic cognitive function, distortion of time estimation

#### **WORKPLACE ISSUES**

- THC is stored in body fat and slowly released.
- Marijuana smoking has long term effects on performance.
- Increased THC potency in modern marijuana dramatically compounds the side effects.
- Combining alcohol or other depressant drugs with marijuana increases the impairing effects of both.

### ***COCAINE***

Used medicinally as a local anesthetic. When abused, it becomes a physical and mental stimulant. The entire nervous system is activated. Muscles tense, heart beats faster and stronger, and the body burns more energy. The release of neurohormones associated with mood elevation effects the brain with stimulation.

#### **HEALTH EFFECTS**

- Habitual use can upset the chemical balance of the brain, and as a result damage to critical nerve cells, which can speed up the aging process. Parkinson's Disease could also occur.
- Causes the heart to beat harder and faster and rapidly increases blood pressure. It also causes spasms of blood vessels in the brain and heart. Both lead to ruptured vessels causing strokes and heart attacks.
- Usually mental dependency occurs within days for "crack" or within months for snorting coke. Cocaine causes the strongest mental dependency of all the drugs.
- Treatments for this drug have less success rates than with any other chemical dependency.
- Dangerous when used with other depressants. Overdose can be fast and fatal as well as not medically reversible.

#### **WORKPLACE ISSUES**

- Extreme mood and energy swings create instability. Sudden noise causes a violent reaction.
- Lapses in attention and ignoring warning signals increase probability of accidents.
- High cost frequently leads to theft and/or dealing.

- Paranoia and withdrawal may create unpredictable or violent behavior.
- Performance is characterized by forgetfulness, absenteeism, tardiness, and missing assignments.

### ***OPIATES***

Narcotic drugs, which alleviate pain and produce sleep.

#### **HEALTH EFFECTS**

- Sharing needles can give users a higher risk of contracting diseases such as AIDS and Hepatitis.
- Can increase tolerance one has for pain and as a result, if a person on an opiate is injured he or she may not think they need medical attention when they really do.
- Narcotic effects are multiplied when combined with other depressants this can increase the risk of an accidental overdose.
- Because of tolerance, there is an ever-increasing need for more. With increased tolerance and dependency combined, there is a serious financial burden for the users.
- Strong mental and physical dependency occurs.

#### **WORKPLACE ISSUES**

- Side effects such as nausea, vomiting, dizziness, mental clouding and drowsiness place the user at risk for an accident.
- Causing impairment of physical mental functions.

### ***AMPHETAMINES / METHAMPHETAMINES***

Central nervous system stimulant that speeds up the mind and body

#### **HEALTH EFFECTS**

- Regular use causes strong psychological dependency and increased tolerance.
- High doses may cause toxic psychosis resembling schizophrenia.
- Intoxication may induce heart attack or stroke due to increased blood pressure.
- Chronic use may cause heart or brain damage due to severe constriction of capillary blood vessels.
- Euphoric stimulation increases impulsive and risks taking behavior, including bizarre and violent acts.
- Withdrawal may result in severe physical and mental depression.

#### **WORKPLACE ISSUES**

- Since the drug alleviates the sensation of fatigue, it may be abused to increase alertness during periods of overtime or when unable to get rest.
- With heavy use or increasing fatigue, the short-term mental or physical enhancement reverses and becomes impairment.

### ***PHENCYCLIDINE (PCP)***

Often used as a large animal tranquilizer. Abused primarily for its mood altering effects. Low doses produce sedation and euphoric mood changes. Mood rapidly changes from sedation to excitation and agitation. Larger doses may produce a coma-like condition with muscle rigidity and blank stare. Sudden noises or physical shocks may cause a “freak out” in which the person has abnormal strength, violent behavior, and an inability to speak or comprehend.

## HEALTH EFFECTS

- Potential for accidents and overdose emergencies are high due to the extreme mental effects combined with the anesthetic effect on the body.
- PCP, when combined with other depressants, including alcohol, increases the possibility of an overdose.
- If misdiagnosed as LSD induced, and treating with Thorazine, can be fatal.
- Irreversible memory loss, personality changes, and thought disorders may result.

## WORKPLACE ISSUES

- Not common in the workplace because of the severe disorientation that occurs.
- There are four phases to PCP abuse: Acute toxicity (combativeness, catatonia, convulsions, coma), toxic psychosis, drug induced Schizophrenia, and depression

## WHERE TO GO TO GET HELP DEALING WITH SUBSTANCE ABUSE

Places to get free information and assistance for substance abuse:

<a href="http://www.addict-help.com">www.addict-help.com</a>	or	1-800-390-4056
<a href="http://www.samhsa.gov">www.samhsa.gov</a>	or	240-276-2420
<a href="http://www.dol.gov/asp/programs/drugs/workingpartners/dfworkplace/ea.asp">http://www.dol.gov/asp/programs/drugs/workingpartners/dfworkplace/ea.asp</a>		1-866-487-2365

Assistance is also available from:

- Community hotlines
- Self-help groups such as Alcoholics Anonymous, Narcotics Anonymous, Al-Anon, etc....
- Community mental health centers
- Private therapists or counselors
- Addiction treatment centers

It is an employee's responsibility to decide whether or not to seek help.

Addiction is treatable and reversible.

An employee's decision to seek help is a private one and will not be made public.



## **STOP WORK AUTHORITY PROCEDURE**

### **1. Stop**

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When an employee or contractor perceives condition(s) or behavior(s) that pose imminent danger to person(s), equipment, or environment, he or she must immediately initiate a stop work intervention with the person(s) potentially at risk.

If the supervisor is readily available and the affected person(s), equipment or environment is not in imminent danger, coordinate the stop work action through the supervisor. The stop work action should clearly identify the action and should be initiated in a non-combative manner.

### **2. Notify**

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Notify affected personnel and supervisors of the stop work action. If necessary, stop work activities that are associated with the work area in question. Make the area(s) as safe as possible by removing personnel and stabilizing the situation.

### **3. Investigate**

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Affected personnel will discuss the situation and come to an agreement on the stop work action.

If all parties come to an agreement that the condition or behavior is safe to proceed without modifications, the affected process shall only resume after all parties agree that all concerns have been addressed. The SWA is complete at this point and no further steps are needed.

If it is determined and agreed the SWA is valid, A Stop Work Issuance Form will be completed. The condition(s) or behavior(s) that pose threats or imminent danger to person(s), equipment or the environment must be resolved before restarting work. Work will be suspended until a proper resolution is achieved.

### **4. Correct**

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Modifications to the affected area(s) will be made according to the corrections outlined in the Stop Work Issuance Form. The affected area(s) will then be inspected by competent person(s) to verify completeness of the modifications and to verify all safety issues have been properly resolved. The completion of modifications will then be noted on the Stop Work Issuance Form.

### **5. Resume**

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The affected area(s) will be reopened for work by personnel with restart authority, including but not limited to the client representative, senior management, and/or safe Operations Group. All affected



employees and contractors will be notified of what corrective actions were implemented and that work will recommence.

**In the event an employee still believes it is unsafe, they will be assigned to another job with absolutely no retribution.**

## **6. Follow-Up**

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Operations managers will provide the root cause analysis to the stop work action and identify any potential opportunities for improvement. The Safe Operations Group will publish the incident details regarding the stop work action to all operations managers and employees outlining the issue, corrective action and lessons learned. Management will promptly review all stop work reports in order to identify any additional investigation or required follow-up.

### **Stop Work Authority Conflict Resolution**

It is important to have a defined process for conflict resolution in the event opinions differ in regards to the validity of a stop work action, corrective actions or the decision to resume work. All opinions should be noted. Persons with proper authority to make the final determination may include but are not limited to the client representative, senior management and Safe Operations Group managers who are not associated with the conflict.



### **MISSING WORK/ABSENTEE POLICY**

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As an employee of Bobcat Contracting, LLC it is imperative you show up for work every day. The superintendent cannot plan and perform the day's work on a project without his whole crew. Every member of the crew is important for a safe and efficient job. We are fully aware there are many unforeseen reasons as to why you must miss work on occasion.

THEREFORE IT IS YOUR RESPONSIBILITY AS THE EMPLOYEE TO INFORM YOUR SUPERINTENDENT IF YOU CAN NOT BE AT WORK. IF YOU MISS TWO (2) CONSECUTIVE DAYS WITHOUT CONTACTING YOUR SUPERINTENDENT, WE WILL ASSUME THAT YOU HAVE TERMINATED/ABANDONED YOUR EMPLOYMENT WITH OUR COMPANY. THE SUPERINTENDENT HAS THE RIGHT TO REPLACE YOUR POSITION WITH ANOTHER APPLICANT.

### **RETURN TO WORK POLICY**

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Bobcat Contracting, LLC is committed to providing a safe workplace for our employees. Preventing work-related injuries or illnesses is our primary goal. Our return to work program provides opportunities for an employee who is injured on the job to return to work at full duty. If the employee is not physically capable of returning to full duty, our return to work program provides opportunities, when available, to perform a temporary work assignment. An employee's regular assignment may be modified to accommodate the employee's physical capabilities, or alternate work will be assigned when possible.

### **STATEMENT OF MANAGEMENT COMMITMENT**

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It is the intent of Bobcat Contracting LLC to provide a safe working environment in all areas, for all employees. Accidents and injuries are prevented by controlling the work environment and the actions of the employees. Employee safety is to be the first consideration in the operation of this business. Employees must understand it is their personal responsibility for the prevention of injuries on and off the job.

Violations of safety rules or regulations or any behavior lacking in regard for one's own personal safety, or that of others, will not be tolerated. Any employee who fails to comply with the safety rules and regulations set forth in the Bobcat Contracting LLC safety program will be subjected to one or more of the following: oral warning, written warning, suspension and/or termination.

Bobcat Contracting, LLC provides our employees with medical care in the event of a work related injury. Our company doctor is Dr. Chris Teague at the Hill County Medical Center. In the event employees are working outside of the area, and the injury is not life-threatening, please contact the Safety Director for instructions.

All injuries must be reported no later than the end of the shift. Late reporting of injuries will not be accepted. Also, Bobcat Contracting LLC will not be responsible for any unauthorized hospital bills. Should you be injured on the job, it is necessary that you tell your foreman immediately. Bobcat Contracting LLC will not pay any bills that are given to a foreman or sent to the office for unauthorized medical treatment.



PO BOX 663 • 1721 HCR 3106  
HILLSBORO, TX 76645  
PHONE: 254-582-0205 • FAX: 866-582-3199

## COMPANY CREDIT CARD USE

### POLICY

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Bobcat Contracting LLC will issue company credit cards to certain employees for use in their jobs; this policy sets out the acceptable and unacceptable uses of such credit cards. Use of company-issued credit cards is a privilege, which the Company may withdraw in the event of serious or repeated abuse. Any credit card the Company issues to an employee must be used for business purposes only, in conjunction with the employee's job duties. Employees with such credit cards shall not use them for any non-business, non-essential purpose, i.e., for any personal purchase or any other transaction that is not authorized or needed to carry out their duties.

Employees must pay for personal purchases (i.e., transactions for the benefit of anyone or anything other than the Company) with their own funds or personal credit cards.

If any employee uses a company credit card for personal purchases or unauthorized transactions in violation of this policy, the cost of such purchase(s) will be considered an advance of future wages payable to that employee, and will be recovered in full from the employee's next paycheck; any balance remaining will be deducted in full from subsequent paychecks until the wage advance is fully repaid.

### PROHIBITED CHARGES

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Examples of prohibited credit card charges include but are not limited to:

1. Personal (non-business) charges of any kind (tobacco, alcohol, merchandise, etc.).
2. Meals – the only meals provided by the Company are working lunches. All other meals are to be paid for by each employee on his or her own.
3. Excessive business meals (generally more than \$25 per person).
4. Hotel charges, when employees are receiving per diem.
5. Energy or coffee drinks (Red Bull, Starbucks, etc.). However, ice, water and Gatorade are acceptable.

If an employee uses a company credit card for any other type of unauthorized transaction in violation of this policy, i.e., incurs financial liability on the Company's part that is not within the scope of the employee's duties or the employee's authorization to make business-related purchases, the cost of such purchase(s) or transaction will be the financial responsibility of that employee, and the employee will be expected to reimburse the Company via deductions from pay until the unauthorized amount is fully repaid.



## **PROCEDURE**

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The employee must submit a receipt for every purchase made on a Company credit card. Receipts should be submitted at the time of purchase via email through the Genius Scan app, or another app that sends the receipt as a PDF. All receipts should be emailed to [receipts@bobcatcontracting.com](mailto:receipts@bobcatcontracting.com).

Paper receipts will not be accepted. Training on Genius Scan and emailing will occur at the time the employee's credit card is issued. Failure to turn in receipts will result in wage deductions for the purchase(s) without receipts. Receipts are to be submitted at the time of purchase, and late receipts could result in wage deductions for the purchase(s).

In addition to financial responsibility and liability for wage deductions, any purchases an employee makes with a company credit card in violation of this policy may result in disciplinary action up to and including termination.



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## COMPANY-ISSUED ELECTRONIC DEVICES

### POLICY

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Bobcat Contracting LLC may issue business electronic devices (including but not limited to cell phones, tablets, wireless internet devices and/or laptops) to employees for work-related communications. These Company-issued devices are to be used for business purposes only. Employees in possession of Company equipment are expected to protect the equipment from loss, damage, or theft.

Personal use of Company-issued electronic devices may result in data overage charges by the Company's carrier. Such actions including but not limited to watching movies or videos, playing games, excessive app usage, and unauthorized hot spot usage, may contribute to data overage charges. These charges will be considered an advance of future wages payable to that employee, and will be recovered in full from the employee's next paycheck; any balance remaining will be deducted in full from subsequent paychecks until the wage advance is fully repaid.

On resignation or termination of employment, or at any time upon request, the employee may be asked to produce the device for return or inspection. Any employee unable to present the device in good working condition, including being clear of passwords and passcodes, within a reasonable time period may be charged for the price of a replacement item(s). The cost of such item(s) will be the financial responsibility of that employee, and the employee will be expected to reimburse the Company via deductions from pay until the amount is fully repaid.

In accordance with the Company's Driving Policy, the use of electronic equipment while driving is prohibited:

*No employee will use any type of handheld electronic device while operating a company vehicle or while driving their personal vehicle on company business. This includes but is not limited to cell phones, lap tops, JJ Keller's Encompass Mobile System, GPS systems and calculators.*

In addition to financial responsibility and liability for wage deductions, any abuse of devices an employee makes in violation of this policy, including excessive and repeated offenses, may result in disciplinary action up to and including termination.



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## **SOCIAL MEDIA POLICY**

### **POLICY**

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This policy provides guidance for employee use of social media, which should be broadly understood for purposes of this policy to include blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites, and other sites and services that permit users to share information with others in a contemporaneous manner.

### **PROCEDURES**

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The following principles apply to professional use of social media on behalf of Bobcat Contracting LLC as well as personal use of social media when referencing Bobcat Contracting LLC.

- Employees need to know and adhere to all company policies when using social media in reference to Bobcat Contracting LLC.
- Employees should be aware of the effect their actions may have on their image, and the image of Bobcat Contracting LLC. The information that employees post or publish may be public information for a long time.
- Employees should be aware that Bobcat Contracting LLC may observe content and information made available by employees through social media. Employees should use their best judgment in posting material that is neither inappropriate nor harmful to Bobcat Contracting LLC, its employees, or customers.
- Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. Posting images from job sites, customers or other employees without the permission of those customers or employees is prohibited.
- Employees are not to publish, post or release any information that is considered confidential or not public. If there are questions about what is considered confidential, employees should check with the Human Resources Department and/or supervisor.
- Social media networks, blogs and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to authorized Bobcat Contracting LLC spokespersons.
- If an employee encounters a situation while using social media that threatens to become antagonistic, employees should disengage from the dialogue in a polite manner and seek the advice of a supervisor.
- Employees should get appropriate permission before referring to or posting images of current or former employees, members, vendors or suppliers. Additionally, employees should get appropriate permission to use a third party's copyrights, copyrighted material, trademarks, service marks or other intellectual property.

- Social media use should not interfere with an employee's responsibilities at Bobcat Contracting LLC. Bobcat Contracting LLC's computer systems and electronic devices are to be used for business purposes only. When using Bobcat Contracting LLC's computer systems/electronic devices, use of social media for business purposes is allowed (ex: Facebook, Twitter, Bobcat Contracting LLC blogs and LinkedIn), but personal use of social media networks or personal blogging of online content is discouraged and could result in disciplinary action up to and including termination.
- Subject to applicable law, after-hours online activity that violates Bobcat Contracting LLC's policies may subject an employee to disciplinary action up to and including termination.
- If employees publish content after-hours that involves work or subjects associated with Bobcat Contracting LLC a disclaimer should be used, such as this: "The postings on this site are my own and may not represent Bobcat Contracting LLC's positions, strategies or opinions."
- It is highly recommended that employees keep Bobcat Contracting LLC related social media accounts separate from personal accounts.

Any deviation from this policy could result in disciplinary action up to and including termination.



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## DRIVING POLICY

### PURPOSE

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Defines the standards and requirements for the operators of vehicles and operation of vehicles used to conduct company-related business including vehicles and drivers.

### SCOPE

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Applies to all projects, locations and satellite operations. This standard does not apply to vendors, rig welders and others where the vehicle being operated is not owned or leased by the Company. Notwithstanding, all vehicle operators must be in compliance with client standards and regulations.

### DEFINITIONS

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**Driver:** Operators of company owned or leased vehicles, those employees who receive car allowances or regular mileage reimbursement, and those employees who can be reasonably expected to rent vehicles on a regular or recurring basis.

**Motor Vehicle Report (MVR):** A report obtained from the records of the relevant state authority that give the activity of an individual's driving record.

**Accident or MVA:** An incident involving a vehicle.

**Vehicle:** Any motorized unit that must be registered and/or licensed in accordance to state regulations. This definition includes vehicles that remain on projects and at locations even though they do not leave the limits of the project or location and are not operated on a public road or highway.

### RESPONSIBILITIES

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The Safety Director and the DOT Compliance Officer are responsible for the administration of this standard.

The Company Controller is responsible for all matters concerning vehicle leasing and allowance agreements including insurance verifications and obtaining insurance certificates.



## **MOTOR VEHICLE REPORTS (MVR)**

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MVRs are to be obtained and reviewed for any driver upon employment, on an annual basis thereafter, and on a post-accident basis when a driver is deemed to be at fault in a work-related vehicular incident.

Where required by local regulations, the employee shall authorize the MVR request on the Bobcat Contracting Investigative Consumer Report Consent Form. Altered forms shall not be accepted.

## **OPERATION AND USE OF VEHICLES**

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Persons under the age of 18 are not permitted to operate company vehicles for any purpose.

Only authorized persons may operate company owned or company leased vehicles.

Modification of a company owned or leased vehicle is prohibited.

Damage to vehicles and damage caused by vehicles must be reported to the Company immediately by the operator. When unattended, the person assigned to the vehicle is responsible for this reporting requirement.

Vehicles must be operated in accordance with company regulations and policies, traffic laws, ordinances and regulations.

Non-resident state licenses are acceptable in accordance with the state laws where a vehicle is operated.

Operators of vehicles are responsible for ensuring seat belts, as provided, are in use when the vehicle is in motion.

Company vehicles are to be used only for official company business and used within their designed parameters. Personal use of company owned, leased or rented vehicles is prohibited unless specifically part of an employment or compensation agreement. Any deviation from this could result in disciplinary action including possible suspension and/or termination.

Company vehicles shall not be loaned to any unauthorized person to drive. Loaning a vehicle to an unapproved driver shall result in your driving privilege being suspended. This includes employee dependents, spouses, children, relatives, friends, and other associates not approved by the Company.

Giving rides to hitchhikers is prohibited.



Operators of vehicles assume all responsibilities and costs related to fines and fees, traffic violations, parking tickets, etc.

Vehicles shall be locked and secured whenever they are parked unless site-specific regulations dictate otherwise. Bobcat Contracting LLC is not responsible for the loss of valuables and other items such as cell phones, computers, tools and other personal items. Personal items must be removed from company vehicles when they are left unattended.

Vehicles must be kept free of trash and debris.

Items must not be stored on the dashboard. Floor boards must be clear of obstructions, and objects must be secured to keep them from falling under the foot pedals while the vehicle is being operated.

Windows and mirrors must be kept clean.

### **BOBCAT COMMERCIAL VEHICLES**

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Only those employees on Bobcat Contracting LLC's official driver list may operate company vehicles. Even if you possess a CDL but are not on the official driver list, you may not operate vehicles.

Any driver on the Bobcat Contracting LLC driver list is required to attend driver safety meetings and any continuing education courses as deemed necessary by the fleet department, safety director and/or controller. Drivers must carry their medical examiner's card with them at all times or be subject to disciplinary action including possible suspension and/or termination at the discretion of Bobcat Contracting LLC.

Any employee driving a vehicle with a gross weight greater than 26,000 pounds, including combination vehicles, must possess a CDL to operate that vehicle in Texas. Any employee driving a vehicle with a gross weight greater than 10,000 pounds, including combination vehicles, must possess a CDL to operate that vehicle across state lines and/or in any state other than Texas.

### **USE OF ELECTRONIC EQUIPMENT**

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No employee will use any type of handheld electronic device while operating a company vehicle or while driving their personal vehicle on company business. This includes but is not limited to cell phones, lap tops, JJ Keller's Encompass Mobile System, GPS systems and calculators.

Radar detectors are not allowed in company vehicles. This is a federal law. Anyone who has a radar detector in a company vehicle shall be solely responsible for any and all charges incurred as a result of violating this regulation and will be subject to company discipline.



Any ticket received by a driver for the illegal use of a cell phone or electronic device will be the responsibility of the driver and must be reported to Bobcat Contracting LLC within 24 hours of its issuance.

Any employee found violating this policy will be subject to disciplinary action up to and including termination.

### **LICENSE REQUIREMENTS**

If you obtain a new or updated license or medical card or any other form of identification Bobcat Contracting may have on record, you must notify the fleet department and/or the human resources department immediately and provide copies of the new documentation to Bobcat Contracting LLC.

If your license is suspended for any reason, you must notify Bobcat Contracting LLC within 24 hours or before your next work day or shift, whichever comes first. You are subject to disciplinary action including possible suspension and/or termination at the discretion of Bobcat Contracting LLC.

### **TRAINING REQUIREMENTS**

Persons who are employed by Bobcat Contracting LLC who are assigned or authorized to operate a vehicle for company purposes are required to successfully complete a series of driver safety courses.

The following courses shall be successfully completed by all CDL drivers:

1. Smith Driving Systems 8 Hour Course
2. JJ Keller Distracted Driving Video and Test
3. JJ Keller Defensive Driving Video and Test
4. JJ Keller Load Securement Video and Test
5. JJ Keller Hours of Service Video and Test

The following courses shall be successfully completed by all drivers of company vehicles:

1. Smith Driving System 8 Hour Course
2. JJ Keller Distracted Driving Video and Test
3. JJ Keller Defensive Driving Video and Test

Employees who operate vehicles that are designed to operate on public roadways such as cars, pickups, and boom trucks must have a valid driver's license regardless of whether the vehicle is licensed or not licensed. This includes vehicles that do not leave project sites.



## **TRAFFIC VIOLATIONS, ACCIDENTS AND CITATIONS**

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Bobcat Contracting LLC maintains a strict zero tolerance policy regarding citations. If you receive a citation, you must notify the fleet department as well as submit the original citation to Bobcat Contracting LLC. Each employee is financially responsible for citations issued due to employee fault and/or negligence.

Employees who are involved in an at-fault accident in a company owned or company leased vehicle must take an approved vehicle driving course as defined in the Training Requirements section before they are permitted to operate company owned or company leased vehicles.

Persons who have been found “at fault” for the offenses listed in the table below are subject to disciplinary action up to and including termination. Disciplinary action will be determined by management pending results of a Root Cause Investigation.

<b>At-fault Violations &amp; Infractions During 24 Month Period</b>
One or more careless or reckless driving citations
Driving while determined to be impaired/intoxicated/under the influence, or possession of open alcohol container in vehicle
Manslaughter or death by vehicle
Violations or citations involving school buses, ambulances, fire equipment and other emergency vehicles
Driving after a driver’s license has been suspended or revoked
More than one citation for speeding during a 24-month period. Speed contesting.
Three or more minor citations during 24-month period (e.g. improper parking, failure to stop, failure to yield right-of-way)
Attempting to evade a police officer, sheriff or other such official
At fault accident where serious bodily injury occurs.
Leaving the scene of an accident
Vehicular damage or other damage determined to be willful disregard, gross negligence, or deliberate
Significant damage to a company owned or leased vehicle
Failure to report incident or accident
Failure to submit to a post-accident drug and/or alcohol test

## **ACCIDENT REPORTING**

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Any vehicular incident or accident must be reported immediately to the employee’s immediate supervisor and the Safety Director. Immediately after accident notification, pictures should be taken of the vehicles involved, the area of the accident, and the area around the accident – preferably before the vehicles are moved from the scene. In the case of an accident involving another vehicle, the employee should gather all pertinent information from the other driver, i.e. name and address, insurance company name and address, phone numbers, etc. The employee will submit a statement along with a diagram of the roads/streets of the accident scene. All information should be submitted to the immediate supervisor and the Safety Director.



**WORKWELL, TX**

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Health care network information | As of January 1, 2018



Dear Employer,

At Texas Mutual Insurance Company, we are committed to the safety of Texas workers. WorkWell, TX serves as an extension of that commitment, ensuring quality care for employees who are injured on the job.

WorkWell, TX is a workers' compensation health care network certified by the state of Texas. By choosing the network option from Texas Mutual, you keep your costs low with a network discount and our focus on getting injured workers well and back on the job. Our providers have been chosen to treat your employees because of their proven record of success with work-related injuries and illnesses.

A network that offers high-quality care, better results, and savings is a win-win for you and your employees.

To help introduce your employees to WorkWell, TX, this packet offers information and resources, which they must read and sign. Start by reviewing the checklist below to discover what you and your workforce will need to know and do in case an injury occurs.

### Employer Checklist

1. Review this packet.
2. Post the **Notice of Network Requirements** in a common area where your employees will see it.
3. Distribute the Notice of Network Requirements to employees when you begin the program, within 3 days of hiring a new employee, and at the time of injury. Keep a record of how, when, where and to whom you delivered the Notice of Network Requirements.
4. Have all employees sign the **Employee Acknowledgment** form and keep it in the employee's personnel file. (An employee who refuses to sign remains subject to network requirements. Document a refusal to sign the acknowledgment in the employee's personnel file.)
5. When an injury occurs, report it immediately to Texas Mutual and if necessary, provide or arrange transportation for the injured employee to the network provider, or emergency facility if appropriate.
6. Work-related injuries must be treated by network-approved physicians. Review the online provider directory on [texasmutual.com](http://texasmutual.com) for a list of network providers. If you or an injured employee needs help locating a provider, you may call WorkWell, TX at (844) 867-2338.

Thank you for choosing WorkWell, TX. If you have any questions, please contact us at (844) 867-2338 or visit [texasmutual.com](http://texasmutual.com).

Sincerely,

WorkWell, TX Support Team  
(844) 867-2338



**WORKWELL, TX**



# WORKWELL, TX

## **Notice of Network Requirements**

(Post in visible area for all employees)

Your employer has chosen WorkWell, TX as its certified workers' compensation health care network in partnership with Texas Mutual Insurance Company, a workers' compensation insurance carrier. WorkWell, TX will manage the health care and treatment you may receive if you are injured on the job or diagnosed with an occupational illness while employed here. WorkWell, TX doctors are trained in treating work-related injuries and illnesses and getting people back to work and back to a productive life.

The information in this packet will help you to seek care for your injury and describes what to do if you are injured while on the job.

### **What to do if you are injured while on the job**

If you are injured at work, tell your employer right away. Your employer will help with any questions you may have about seeking treatment through WorkWell, TX. You may also contact Texas Mutual if you have any questions about your treatment. Our shared goal with your employer is to return you to work as soon as it is safe to do so.

A list of network doctors in your service area is available on [texasmutual.com](http://texasmutual.com) or by downloading the WorkWell, TX mobile app. You may contact us at (844) 867-2338 or at the address below for assistance.

WorkWell, TX  
Attn: Network Services  
PO Box 12029  
Austin, TX 78711-2029

### **In case of an emergency**

If you are injured and it is an emergency, you should seek treatment at the nearest medical care facility immediately. This also applies if you are injured outside the service area. Emergency care does not require preapproval. Texas law defines "medical emergency" as a medical condition that comes up suddenly.

After you receive emergency care, you may need ongoing care. Select a network doctor from the WorkWell, TX network. The doctor you choose will oversee the care for your injury. You must obtain referrals to see another health care provider or specialist from your treating doctor, except for emergency care.

## **Non-emergency care**

Report your injury to your employer as soon as you can. Find a network treating doctor on [texasmutual.com](http://texasmutual.com) or by downloading the WorkWell, TX mobile app. Go to that doctor for treatment.

Treatment prescribed by your doctor may need to be approved in advance. Your doctor needs to request approval from the network for a specific treatment before the treatment or service is provided. You may continue to need further care after completing the approved treatment.

## **Choosing a treating doctor**

If you are hurt at work and it is not an emergency and you live in the network service area, you must choose a treating doctor from the WorkWell, TX network. This is required so that WorkWell, TX covers the costs for the care. If you belong to a health maintenance organization (HMO) at the time of your injury, you may choose your HMO primary care doctor as your treating doctor. You must have chosen the doctor as your primary care doctor before your injury. We will approve the choice of your HMO doctor if they agree to the terms of the network contract and to abide by applicable laws.

For a list of network doctors available in your area, please visit [texasmutual.com](http://texasmutual.com) or download the WorkWell, TX mobile app. The WorkWell, TX provider directory is updated monthly. Doctors who speak Spanish or who are no longer taking new patients will be flagged with an icon on their record.

If your treating doctor leaves the network, we will notify you in writing. You will have the right to choose another treating doctor from the network directory. If your doctor leaves the network and you have a life threatening or acute condition for which a disruption of care would be harmful to you, your doctor may request to continue your treatment for an extra 90 days.

If you live outside of the service area, you may request a service area review by calling WorkWell,TX. You should provide proof to support your request. WorkWell, TX will inform you of its decision within seven days of receiving your request. If you disagree with WorkWell, TX's final decision, you have the right to file a complaint with the Texas Department of Insurance. Your complaint must include your name, address, phone number, a copy of WorkWell, TX's decision and any proof you sent to WorkWell,TX for review. A complaint form is available on [tdi.texas.gov](http://tdi.texas.gov) or you may ask for a form by writing to:

Managed Care Quality Assurance Office  
Mail Code 103-6A  
Texas Department of Insurance  
PO Box 149104  
Austin, Texas 78714-9104

When waiting for WorkWell, TX to make a decision or for the Texas Department of Insurance to review your complaint, you are still expected to use the network for all health care. You may be required to pay for health care services received out of the network if it is decided you do live in the network's service area.

## **Changing doctors**

If you are not satisfied with your first choice of a treating doctor, you can select a different treating doctor from the network directory. We will not deny your choice to see a different treating doctor. Before you can change treating doctors a second time, you must get permission from the network by calling (844) 867-2338.

## **Referrals**

You do not have to get a referral if you have an emergency. All other health care and specialist referrals should be made through your treating doctor. All health care services that you request will be made available by the network on a timely basis, as required by your medical condition. This includes referrals. All health care services, including referrals, will be made available within 21 days after your request.

## **Out-of-network approvals**

WorkWell, TX must approve all of your treating doctor or specialist's out-of-network referrals before you visit the provider. If you need to request approval, please call (844) 867-2338.

## **Payment for health care**

Network doctors have agreed to seek payment from Texas Mutual for your treatment. They will not look to you for payment. If you receive treatment from a doctor who is not in the network without prior approval from WorkWell, TX, you may have to pay for the cost of that care. Medical costs for treatment by non-network health care providers may be covered only if one of the following situations occurs:

- Emergency care is needed. You should go to the nearest hospital or emergency care facility.
- You do not live within the service area of the network.
- Your treating doctor or specialist refers you to an out-of-network provider or facility and WorkWell, TX approves the referral.
- You have chosen your HMO primary care doctor. Your doctor must agree to abide by the network contract and applicable laws.

## **Preauthorization, adverse determination and independent review**

A list of the procedures and services that need preauthorization is on [texasmutual.com](http://texasmutual.com). The list in this packet is not intended to be all-inclusive; health care is an evolving science. Procedures and treatments requiring prior approval will also evolve. Treating providers should verify preauthorization requirements by referring to the updated list on [texasmutual.com](http://texasmutual.com).

If WorkWell, TX denies the request, you or the requesting doctor may ask for a review of that decision. If still dissatisfied, you, your provider or a person acting on your behalf may request an independent review. The preauthorization agent will provide any relevant medical records related to the injury to the independent review group. They may also provide any treatment guidelines used and a list of the doctors who provided care to you.

## Complaints

We take your concerns seriously. If you are dissatisfied, you can file a complaint with WorkWell, TX. You may do this if you are not satisfied with any aspect of the network, including care you received. You must file your complaint within 90 days after the date of the event that is the basis for the complaint.

If you have questions about the complaint process you can reach the Grievance Coordinator by phone at (844) 297-5723, by fax at (512) 224-8800, by email at [wwtxcomplaints@texasmutual.com](mailto:wwtxcomplaints@texasmutual.com), or by mail at the address below.

WorkWell, TX  
Attention: Grievance Coordinator  
PO Box 12029  
Austin, Texas 78711-2029

Texas law does not permit WorkWell, TX to retaliate against you if you file a complaint against the network. We will not retaliate if you appeal the decision of the network. The law does not permit us to retaliate against your provider if they file a complaint against the network or appeal the decision of the network on your behalf.

You have the right to file a complaint with the Texas Department of Insurance. The Texas Department of Insurance complaint form is available on the department's website at [tdi.texas.gov](http://tdi.texas.gov) or you may request a form by writing to:

Managed Care Quality Assurance Office  
Mail Code 103-6A  
Texas Department of Insurance  
PO Box 149104  
Austin, Texas 78714-9104

## WorkWell, TX Preauthorization List

### Hospital/ASC

All non-emergency hospital or ASC (inpatient, outpatient, and observation) admissions including principle scheduled procedures and length of stay. Preauthorization request should include specific hardware, implantables, external delivery system, etc. to be utilized.

### Surgery/Procedures/Integral Devices

All non-emergency surgeries represented by AMA CPT codes 10010-69990 and/or G codes which represent a surgical procedure performed in a setting or place of service other than the doctor's office [POS 11]. Preauthorization request should include specified hardware, implantables, external delivery system, etc. to be utilized.

- All botox injections
- All spinal injections (including but not limited to):
  - » Epidural steroid injections
  - » RFTC or cryotherapy/cryoablation
  - » Sacral iliac joint injection
  - » Facet injection
  - » Medical branch block
- Trigger point injections (AMA CPT 20553)
- Bone growth stimulators
- Discograms
- Implantable drug delivery system
- Investigational or experimental procedures or devices as determined by ODG or listed as an AMA category III code. Stimulator devices (including, but not limited to):
  - » TENS units
  - » Interferential units
  - » Neuromuscular stimulators
  - » Dual units
  - » Spinal cord stimulator
  - » Peripheral nerve stimulator
  - » Brain stimulator

### Physical Medicine

- All chiropractic treatments
- Manipulations under anesthesia (MUA)
- All PT/OT (unless requestor or rendering provider/facility is participating through Align)
- Biofeedback

### Diagnostics

- All initial and repeat MRI and CT scans
- Bone density scans
- Surface electromyography (EMG)
- Unless otherwise specified in this list, all repeat individual diagnostic studies (series) having a billed amount greater than \$350.
- Surface electromyography (EMG)

### Other

- Durable medical equipment (DME), prosthetics and/or orthotics, greater than \$500.00 billed (purchase or accumulated rental or combination of rental/purchase)
- Gym memberships
- Texas Department of Insurance, Division of Workers' Compensation (DWC) Pharmacy Closed Formulary per 28 TAC §134, Subchapter F.

### Alternative Treatment

- Acupuncture outside ODG
- Acupressure
- Yoga

### Rehab Programs

- Work conditioning
- Work hardening
- Chronic pain management program
- Medical rehabilitation
- Brain and spinal cord rehabilitation
- Chemical dependency programs
- Weight loss programs

### Nursing Home

- Skilled nursing facility, including skilled care within the same facility
- Convalescent care
- Residential care
- Assisted living/group homes

### Psychological Testing and Psychotherapy

- Subsequent evaluations
- Subsequent tests or testing
- Therapy
- Biofeedback

A detailed map of Texas showing its 254 counties. Each county is labeled with its name. Major cities are marked with dots and labeled. The map includes a scale bar in kilometers (0 to 100) and miles (0 to 100), and a north arrow. The state's outline is clearly defined, and the county boundaries are shown as thin black lines.

## WorkWell, TX Service Area County List

### A

Anderson  
Andrews  
Angelina  
Aransas  
Archer  
Armstrong  
Atascosa  
Austin

### B

Bailey  
Bandera  
Bastrop  
Baylor  
Bee  
Bell  
Bexar  
Blanco  
Bosque  
Bowie  
Brazoria  
Brazos  
Briscoe  
Brooks  
Brown  
Burleson  
Burnet

### C

Caldwell Camp  
Calhoun  
Callahan  
Cameron  
Camp  
Carson  
Cass  
Castro  
Chambers  
Cherokee  
Clay  
Cochran  
Coke  
Coleman  
Collin  
Colorado

Comal  
Comanche  
Concho  
Cooke  
Coryell  
Crane  
Crosby

### D

Dallam  
Dallas  
Dawson  
Deaf Smith  
Delta  
Denton  
Dewitt  
Dickens  
Donley  
Duval

### E

Eastland  
Ector  
El Paso  
Ellis  
Erath

### F

Falls  
Fanin  
Fayette  
Fisher  
Floyd  
Fort Bend  
Franklin  
Freestone  
Frio

### G

Gaines  
Galveston  
Garza  
Gillespie  
Glasscock  
Goliad  
Gonzales

Gray  
Grayson  
Gregg  
Grimes  
Guadalupe

### H

Hale  
Hall  
Hamilton  
Hansford  
Hardin  
Harris  
Harrison  
Hartley  
Haskell  
Hays  
Hemphill  
Henderson  
Hidalgo  
Hill  
Hockley  
Hood  
Hopkins  
Houston  
Howard  
Hudspeth  
Hunt  
Hutchinson

### I

Irion

### J

Jack  
Jackson  
Jasper  
Jefferson  
Jim Hogg  
Jim Wells  
Johnson  
Jones

### K

Karnes  
kaufman

Kendall  
Kenedy  
Kent  
Kerr  
Kimble  
Kleberg

### L

Lamar  
Lamb  
Lampasas  
Lavaca  
Lee  
Leon  
Liberty  
Limestone  
Lipscomb  
Live Oak  
Llano  
Loving  
Lubbock  
Lynn

### M

Madison  
Marion  
Martin  
Mason  
Matagorda  
McCulloch  
McLennan  
McMullen  
Medina  
Menard  
Midland  
Milam  
Mitchell  
Montague  
Montgomery  
Moore  
Morris  
Motley

### N

Nacogdoches  
Navarro

Newton  
Nolan  
Nueces

### O

Ochiltree  
Oldham  
Orange

### P

Palo Pinto  
Panola  
Parker  
Parmer  
Pecos  
Polk  
Potter

### R

Rains  
Randall  
Reagan  
Real  
Red River  
Reeves  
Refugio  
Roberts  
Robertson  
Rockwall  
Runnels  
Rusk

### S

Sabine  
San Augustine  
San Jacinto  
San Patricio  
San Saba  
Schleicher  
Scurry  
Shackelford  
Shelby  
Sherman  
Smith  
Somervell  
Starr

Stephens  
Sterling  
Stonewall  
Swisher

### T

Tarrant  
Taylor  
Terry  
Throckmorton  
Titus  
Tom Green  
Travis  
Trinity  
Tyler

### U

Upshur  
Upton  
Uvalde

### V

Van Zandt  
Victoria

### W

Walker  
Waller  
Ward  
Washington  
Webb  
Wharton  
Wichita  
Wilbarger  
Willacy  
Williamson  
Wilson  
Winkler  
Wise  
Wood

### Y

Yoakum  
Young



CDL Only

PO BOX 663 • 1721 HCR 3106  
HILLSBORO, TX 76645  
PHONE: 254-582-0205 • FAX: 866-582-3199

## DRIVER LOGS POLICY

### **POLICY**

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Bobcat Contracting is strongly committed to full compliance with the current federal hours-of-service regulations, as well as any additional local regulations which may apply. The hours-of-service (logging) regulations for drivers of property-carrying vehicles are part of the Federal Motor Carrier Safety Regulations, specifically contained in Part 395 of the FMCSRs.

A major element of individual compliance with the hours-of-service regulations is regular completion of the company's specified electronic log form.

Bobcat Contracting requires use of an Electronic Log Device. Drivers should use the iOS app provided by Bobcat Contracting to keep track of their time. Following you will find guidelines on what Bobcat Contracting expects in completion of the required documents.

### **RESPONSIBILITIES**

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Drivers are expected to know and apply both logging procedures under the FMCSRs and company policy. Infringements will result in corrective actions up to termination.

Dispatchers and managers will be expected to instruct and correct drivers on the proper completion of a driver log.

### **USING THE LOG GRID**

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Time on the grid is entered in one of four different duty statuses. Following is a description of each of the types of duty statuses:

- **Off duty:** A driver may log off duty when he/she is relieved of responsibility for his/her job. (Example: days off, company authorized meal stops)
- **Sleeper berth:** Drivers may log time on this line that they actually spend in a sleeper berth which meets the requirements set forth in Sec. 393.76 of the FMCSRs.
- **Driving:** A driver must log on all time spent at the "driving controls of a commercial motor vehicle in operation" (Sec. 395.2).
- **On Duty (Not Driving):** All other time when the driver is working or is in the vehicle and not in the sleeper or driving must be logged on.

**On-duty time includes:**

- all time at a plant, terminal, facility, or other property, of a motor carrier or shipper or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the motor carrier;
- all time inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- all driving time as defined in the term "driving time";
- all time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
- all time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a commercial motor vehicle being loaded or unloaded, remaining in readiness to operate the commercial motor vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- all time repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle;
- all time spent providing a breath sample or urine specimen, including travel time to and from the collection site, in order to comply with the random, reasonable suspicion, post-accident, or follow-up testing required, when directed by a motor carrier;
- performing any other work in the capacity, employ, or service of a motor carrier; and
- performing any compensated work for a person who is not a motor carrier. (Sec. 395.2)

The following 11 items must appear on any log:

- the graph grid with a "remarks" section (can be used either vertically or horizontally)
- the date
- the total miles driving on the 24-hour period covered by the log
- the truck or tractor and trailer numbers
- the name of the carrier
- the carrier's main office address
- the driver's signature/certification
- the 24-hour period's starting time (most commonly midnight or noon, but any other time can be chosen by the carrier for a particular terminal to use on their logs)
- the name of the co-driver
- the total hours (at the end of the grid)
- the shipping document number or name of shipper and commodity.

**A driver must have the current day's log, current to the last change of duty status, plus the logs for the previous 7 consecutive days in his/her possession, according to Sec. 395.8 (k)(2). He/she must be able to produce these documents if requested to do so by a law enforcement official or DOT inspector.**

**Logs will be retained (along with all supporting documents) at Bobcat Contracting.**



CDL Only

**PO BOX 663 • 1721 HCR 3106  
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PHONE: 254-582-0205 • FAX: 866-582-3199**

## **DRIVER'S VEHICLE INSPECTIONS**

### **POLICY**

---

Bobcat Contracting is committed to following a strong daily inspection program. Department of Transportation (DOT) regulations require commercial motor vehicles to be inspected every day they are operated. Our daily inspection procedures will help avoid DOT penalties and provide a sound basis for a good inspection and maintenance program. Daily inspection of vehicles will help prevent small problems from becoming big problems.

### **RESPONSIBILITY**

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All drivers, mechanics, and supervisors must know and apply the driver vehicle inspection procedures. Any disregard for inspection procedures may result in discipline. Drivers must only operate commercial vehicles that have been inspected and deemed safe. No one shall encourage or coerce drivers to violate these safety standards.

### **PROCEDURES**

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#### **Driver Pre-trip Inspection**

Each driver must be satisfied that equipment is in proper working condition prior to operating.

This includes the following equipment:

- Service brakes, including trailer brake connections
- Parking (hand) brake
- Steering mechanism
- Lighting devices and reflectors
- Tires
- Horn
- Windshield wipers
- Rear vision mirrors
- Wheels and rims
- Coupling devices
- Emergency equipment

Each driver must also be satisfied that cargo is properly distributed and secured. The vehicle's cargo or other objects must not obscure the driver's view or interfere with the driver's movement.

The driver will also review the last completed DVIR to verify that any needed repairs were made to the vehicle. The driver shall not drive the vehicle until the defects are handled appropriately.

### **Driver On-The-Road Inspections**

Unless the driver has been ordered not to inspect the cargo or inspection is impractical, the driver must examine the cargo and its load securing devices within the first 50 miles of the trip and make any necessary adjustments.

Once on the road, the driver must reexamine his/her vehicle and cargo:

- at each change of duty status,
- after driving for 3 hours; or
- after driving for 150 miles,
- whichever occurs first.

If a problem is found, the driver will either have the necessary repairs or adjustments made prior to operating the vehicle, or safely travel to the nearest repair facility.

If the vehicle contains hazardous materials, the driver must examine its tires at the beginning of the trip and each time the vehicle is parked.

### **Driver Post-Trip Inspection**

Each driver is required to complete a post trip on each vehicle's condition at the end of the day, or when he/she finishes driving the vehicle for that day. A vehicle includes a power unit and trailer or trailers.

The vehicle must be identified on the report. The regulations require that any defects in the following equipment items be noted:

- Service brakes including trailer brake connections
- Parking (hand) brake
- Steering mechanism
- Lighting devices and reflectors
- Tires
- Horn
- Windshield wipers
- Rear vision mirrors
- Wheels and rims
- Coupling devices
- Emergency equipment

The driver must also note any other defects that would affect the safe operation of the vehicle or result in its mechanical breakdown. The report must also indicate if no defects are found.

**Each driver is required to complete a DVIR for every trip. All reporting is completed through the iOS app provided by Bobcat Contracting, in conjunction with Driver Logs.**