HIRING CHECKLIST

Name: _____ Date of Hire: _____Last 4 S.S. **#:** _____

Location: _____ Job Title: _____ Supervisor: _____

__Hiring Authorization Form signed (new positions only)
__ Application completely filled out
__ Authorizations for Background Screening Forms signed
__ Reference and Previous Employment Checked and Signed

First day of employment:

__I-9 Documentation- Copies of identification (copy both sides)
__ Job Description
__ Dress Code Policy
__ W4 Tax Withholding Form
__ Equal Employment Form
__ Pay Selection form (money network)
__ PAF
__ Emergency Contact Information
__ Complete training videos and tests

__ Create ADP user (By employee)
__ All policies Read and Signed

Training

__ Training Checklist

Manager/HR Signature: _____ Date: _____

__ Create Confidential Personal File

Medical Information

--- COVID Vaccine Card

Company Policies

--- Anti Harassment Policy
--- Computer Use Policy
--- Drug & Alcohol Policy
--- Trade Secrets Policy
--- Agreement to Care Damages Policy
--- Agreement Uniform Care Policy
--- Agreement to care for assigned equipment/keys
--- Travel Discount Policy
---Employee Handbook
---Job Description
---Dress Code Policy
--- NDA
---Worker Comp Form
--- Coercion Policy Drivers
--- Driver Handbook
---Driver Code of Conduct
--- Driver Introduction
--- Wage deduction TX Policy
--- FT employees benefit explanation
--- COVID Prevention Guidelines
--- ID Badge Acknowledgement

H.R Associate: _____Date:_____

NOTE: ALL ORIGINAL FORMS TO BE FILED IN EMPLOYMENT FILE

Personnel Action Form (PAF)

El Expreso Bus Company

Today's Date: _____

Base Information

Effective Date _____ City _____ Department _____ Social Security Number (As shown on social security card) _____

Name (as shown on social security card) Last _____ First _____ M.I. _____

Personal Information

Date of Birth _____ Gender: ☐ Male ☐ Female

Marital Status ☐ Single ☐ Married ☐ Divorced ☐ Widow/Widower

Address _____ Street _____ City _____ State _____ ZIP _____

Home # _____ Work # _____ Cell # (if applicable) _____

Status Information

☐ New Hire ☐ Re-Hire ☐ Record Change ☐ Transfer/Job Change ☐ LOA-WC

☐ Termination ☐ LOA-Medical ☐ LOA Military ☐ LOA Personal

Other _____

Employment Information

Hire Date _____ W.C Code _____ EEO Code _____

Employee Category ☐ Full Time ☐ Part Time ☐ Temp ☐ Seasonal

File # _____ FLSA ☐ Exempt (Salary) ☐ Non Exempt (Hourly) Enter Time Postion

Compensation Information

Pay Type: ☐ Salary ☐ Hourly Present Rate _____ ☐ Weekly ☐ Hourly

☐ Per Trip New Rate _____ ☐ Weekly ☐ Hourly

Work in State _____ Live in state _____ SUI/SDI Tax Code _____ Status Flag _____

Reason: ☐ New Hire ☐ Prob Review ☐ Merit Increase ☐ Wage Adjustment

☐ Promotion ☐ Other _____

Job Information

Position _____ Supervisor _____

Actual Job Title (company level specific)

Termination Separation Information

☐ Voluntary ☐ Involuntary ☐ Reduction in Force ☐ Retired ☐ Deceased COBRA ☐ Yes ☐ No

Eligible for re-hire ☐ Yes *or* ☐ No Comments: _____

Last Day Worked _____ Vacation Pay _____

Severance Pay _____ Other _____

Additional Information

Did employee turn in company items? ☐ Yes ☐ No

Keys ID Card Credit Card Uniiform(s) PPE

Access Key Cell Phone Computer, etc. Other: _____

Authorizations

Supervisor _____ Date _____ Human Resources _____ Date _____

General Manager _____ Date _____ Employee _____ Date _____

Revised 10/01/05

Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No. 1615-0047
Expires 05/31/2027

START HERE: Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the Instructions.

ANTI-DISCRIMINATION NOTICE: All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in **Section 1**, or specify which acceptable documentation employees must present for **Section 2** or Supplement B, Reverification and Rehire. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

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 (if any)	Other Last Names Used (if any)

Address (Street Number and Name)	Apt. Number (if any)	City or Town	State	ZIP Code

Date of Birth (mm/dd/yyyy)	U.S. Social Security Number	Employee's Email Address	Employee's Telephone Number

I am aware that federal law provides for imprisonment and/or fines for false statements, or the use of false documents, in connection with the completion of this form. I attest, under penalty of perjury, that this information, including my selection of the box attesting to my citizenship or immigration status, is true and correct.

Check one of the following boxes to attest to your citizenship or immigration status (See page 2 and 3 of the instructions.):

- ☐ 1. A citizen of the United States
- ☐ 2. A noncitizen national of the United States (See Instructions.)
- ☐ 3. A lawful permanent resident (Enter USCIS or A-Number.)
- ☐ 4. An alien authorized to work until (exp. date, if any) _____

If you check **Item Number 4.**, enter one of these:

USCIS A-Number	OR	Form I-94 Admission Number	OR	Foreign Passport Number and Country of Issuance

Signature of Employee	Today's Date (mm/dd/yyyy)

If a preparer and/or translator assisted you in completing Section 1, that person MUST complete the Preparer and/or Translator Certification on Page 3.

Section 2. Employer Review and Verification: Employers or their authorized representative must complete and sign **Section 2** within three business days after the employee's first day of employment, and must physically examine, or examine consistent with an alternative procedure authorized by the Secretary of DHS, documentation from List A OR a combination of documentation from List B and List C. Enter any additional documentation in the Additional Information box; see Instructions.

	List A	OR	List B	AND	List C
Document Title 1					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 2 (if any)					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 3 (if any)					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					

Additional Information

☐ Check here if you used an alternative procedure authorized by DHS to examine documents.

Certification: I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears 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.	First Day of Employment (mm/dd/yyyy):

Last Name, First Name and Title of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)

Employer's Business or Organization Name	Employer's Business or Organization Address, City or Town, State, ZIP Code

For reverification or rehire, complete Supplement B, Reverification and Rehire on Page 4.

Supplement A,
Preparer and/or Translator Certification for Section 1

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
Supplement A
OMB No. 1615-0047
Expires 05/31/2027

Last Name *(Family Name)* from **Section 1.**	First Name *(Given Name)* from **Section 1.**	Middle initial (if any) from **Section 1.**

Instructions: This supplement must be completed by any preparer and/or translator who assists an employee in completing Section 1 of Form I-9. The preparer and/or translator must enter the employee's name in the spaces provided above. Each preparer or translator must complete, sign, and date a separate certification area. Employers must retain completed supplement sheets with the employee's completed Form I-9.

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			Date *(mm/dd/yyyy)*
Last Name *(Family Name)*	First Name *(Given Name)*		Middle Initial *(if any)*
Address *(Street Number and Name)*	City or Town	State	ZIP Code

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			Date *(mm/dd/yyyy)*
Last Name *(Family Name)*	First Name *(Given Name)*		Middle Initial *(if any)*
Address *(Street Number and Name)*	City or Town	State	ZIP Code

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			Date *(mm/dd/yyyy)*
Last Name *(Family Name)*	First Name *(Given Name)*		Middle Initial *(if any)*
Address *(Street Number and Name)*	City or Town	State	ZIP Code

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			Date *(mm/dd/yyyy)*
Last Name *(Family Name)*	First Name *(Given Name)*		Middle Initial *(if any)*
Address *(Street Number and Name)*	City or Town	State	ZIP Code

Form **W-4**

Department of the Treasury
Internal Revenue Service

Employee's Withholding Certificate

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.

OMB No. 1545-0074

2026

Step 1: Enter Personal Information

(a) First name and middle initial	Last name	**(b) Social security number**
Address		**Does your name match the name on your social security card?** If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to *www.ssa.gov*.
City or town, state, and ZIP code		

(c) ☐ **Single** or **Married filing separately**
☐ **Married filing jointly** or **Qualifying surviving spouse**
☐ **Head of household** (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)

Caution: To claim certain credits or deductions on your tax return, you (and/or your spouse if married filing jointly) are required to have a social security number valid for employment. See page 2 for more information.

TIP: Consider using the estimator at *www.irs.gov/W4App* to determine the most accurate withholding for the rest of the year if you: are completing this form after the beginning of the year; expect to work only part of the year; or have changes during the year in your marital status, number of jobs for you (and/or your spouse if married filing jointly), dependents, other income (not from jobs), deductions, or credits. Have your most recent pay stub(s) from this year available when using the estimator. At the beginning of next year, use the estimator again to recheck your withholding.

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, and when to use the estimator at *www.irs.gov/W4App*.

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* for the most accurate withholding for this step (and Steps 3–4). If you or your spouse have self-employment income, use this option; **or**

(b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below; **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 generally more accurate than Step 2(b) if pay at the lower paying job is more than half of the pay at the higher paying job. Otherwise, Step 2(b) is more accurate . . . . . ☐

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 Dependent and Other Credits

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

(a) Multiply the number of qualifying children under age 17 by $2,200 . . . . . **3(a)** $

(b) Multiply the number of other dependents by $500 . . . **3(b)** $

Add the amounts from Steps 3(a) and 3(b), plus the amount for other credits. Enter the total here . . . . . **3** $

Step 4: 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. Use the Deductions Worksheet on page 4 to determine the amount of deductions you may claim, which will reduce your withholding. (If you skip this line, your withholding will be based on the standard deduction.) Enter the result here . . **4(b)** $

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

Exempt from withholding

I claim exemption from withholding for 2026, and I certify that I meet **both** of the conditions for exemption for 2026. See *Exemption from withholding* on page 2. I understand I will need to submit a new Form W-4 for 2027 . ☐

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)
El Expreso Bus Company 820 Lockeood Dr. Houston, TX 77020		45-5405433



Equal Employment Opportunity Form

Applicant Information

Full Name: _____
Last *First* *M.I.*

Address: _____
Street Address *Apartment/Unit #*

_____
City *State* *ZIP Code*

Home Phone: **( )** _____ Social Security Number: _____

Position Applied for: _____

Voluntary Information

This information is being requested in accordance with federal regulations. The information is voluntary and will not be used when considering you for employment with our company.

Racial or Ethnic Group

☐ American Indian/Alaskan ☐ Asian/Pacific Islander ☐ Black/African American

☐ Hispanic/Latino ☐ White/Caucasian ☐ Other

Gender

☐ Female ☐ Male

Military Service

☐ Pre-Vietnam Era ☐ Vietnam Era

☐ Post-Vietnam Era ☐ Disabled Veteran

How did you hear about this position?

☐ Newspaper ☐ Company Employee ☐ Professional Publication

☐ Job Fair ☐ Placement Office ☐ Web Site

☐ Other _____

Employee Emergency Information Form

Date last updated: 11/20/2020

Last 4 social _____

Personal Information	
First name	
Middle name	
Last name	
Gender	
Home address	
Home phone	
Cell phone (required)	
E-mail Address (required)	
Birthday (MM/DD/YYYY)	
Driver's License/ ID Number	
Medical Information (Optional)	
Doctor's name	
Address	
Phone number	
Blood type	
Medical conditions	
Allergies	
Current medications	
Emergency Information	
Emergency contact's name (1)	
Relationship	
Phone number	
Emergency contact's name (2)	
Relationship	
Phone number	

TORNADO BUS COMPANY

EL EXPRESO BUS COMPANY

Employee Registration-ADP Workforce Now®

Our new company website is here! It provides you with unprecedented, swift, and convenient access to your personal and pay information as well as up-to-date company information.

Download the App today or visit https://workforcenow.adp.com

YOU MUST HAVE AN ACTIVE EMAIL TO REGISTER.

If you don't have one you may create one under Gmail or Yahoo by visiting one of these sites:

- Gmail account: https://www.google.com/gmail/about/
- Yahoo account: https://login.yahoo.com/

You will receive a unique Personal Registration Code to your email. **This code is required for your ADP account registration.** If you do not receive it within 2 business days, please contact the HR Department.

Through ADP, you can do the following:

- View and update your personal information such as address, phone numbers and emergency contacts.
- View your pay statements and annual statements. You can also view and update your filing status (W-4) and access financial calculators.
- View your attendance and paid time off information.
- View and update your work information, education, skills, memberships, licenses, and certifications.
- Enroll for company health benefits, 401K, and access employee discounts for retail stores, hotels, and gyms, etc.
- Access company news, announcements, policies and more.

We are very excited about the value that ADP will provide you. Register today!

Sincerely,

Alejandra Vazquez
Vice President
Tornado Bus Company/
EL Expreso

Employee Benefit Enrollment
ADP Workforce Now

Full-Time eligible employees must assure to enroll for benefits, so they become eligible on the 1st of the month after their date of hire. Only Full-time employees or those who work over 30 hours per week are eligible for health benefits. You must log into your account under your user and access the benefits enrollment feature under the "Myself" tab. Please go to https://workforcenow.adp.com and log in!

Welcome to the benefits enrollment period! Enrollment is your opportunity to make changes to certain benefits, effective the 1st of the month after your date of hire.

During enrollment you can:

- Add or opt out of health plan coverage
- Choose your new plan option
- Enroll eligible family members in your plans
- Add, drop, or change the level of your insurance coverage

Please review your options and costs carefully. You can make changes you like at home or at work until the end of the enrollment period. Once the enrollment period has ended, your choices will be final until the next enrollment period or until you have a qualifying life event.

Contact the Human Resources Department at 469-227-2605 or via email at hr@tornadobus.com if you have any questions regarding benefit enrollment.

Employee Acknowledgement: _____ Date: _____

HR Representative: _____ Date: _____

Issue a copy to the employee, keep original in personnel file.

HumanaLife Beneficiary Designation

This form needs to be provided to Humana prior to, or at time of claim.

Employee name (please print) _____

Employee social security number _____ Member contract ID _____

Primary beneficiary designation

First and last name_____ Relationship _____

Address of beneficiary_____

City _____ State _____ ZIP code_____ Percentage _____

First and last name_____ Relationship _____

Address of beneficiary_____

City _____ State _____ ZIP code_____ Percentage _____

Secondary beneficiary designation

First and last name_____ Relationship _____

Address of beneficiary_____

City _____ State _____ ZIP code_____ Percentage _____

First and last name_____ Relationship _____

Address of beneficiary_____

City _____ State _____ ZIP code_____ Percentage _____

Employee signature _____ Date signed _____

If two or more primary beneficiaries are named, and you do not list the benefit percentages, proceeds will be paid in equal shares to the named primary beneficiaries who survive you. If no primary beneficiary survives you, proceeds will be paid to the contingent beneficiaries. If no designated beneficiary survives you, the beneficiary will be determined according to the provisions of the group life insurance contract.

Mail to: Humana Specialty Benefits Enrollments
PO Box 14330
Lexington, KY 40512

Humana®

Customer Service: 1-866-427-7478
Or Fax to: 1-920-339-4794
Email to: GBLife_Disability@humana.com

GN-51363-HL 10120

EL EXPRESO
BUS COMPANY

Employee and Family Travel Discount Policy

All Employees:

El Expreso Bus Company employees with more than (90) days of consecutive service are eligible for the travel discount and courtesy tickets. Courtesy ticket will consist of (4) one-way or (2) Round-Trip voucher tickets with El Expreso Bus Company within the U.S, as well as those traveling in direct routes to Mexico. Vouchers are valid for a year from the time employee becomes eligible. Only the actual employee will be able to use the voucher. If all vouchers are used within the year employees may travel (4) times at a discounted rate 25% off the cost of the ticket. Unused vouchers will not roll over to the next year. **Family Discount- Applies to household members of El Expreso Bus Company employees**. Those immediate family members will receive (4) one way or (2) roundtrip at a discount 25% off. Family members include (Mother, Father, Spouse, and children). Once all discounts are used Family members will be subject to normal fares. You must request your trip ticket one week in advance; requesting tickets a day prior or on travelling date will not be authorized.

Please fill out the form below with you and your family members and return to corporate attention Human Resources Department

Request vouchers must be authorized by the H.R Department one week in advance to reserve seats

Employee Immediate Family List

Only members listed will be on the discount list

EMPLOYEE NAME:

LOCATION:

Relationship	Name

(Employees are subject to be charged if unauthorized vouchers are transferred)

Please Sign _____

Traveling tickets are only authorized by the H.R Department. No Terminal Manager or Sales Representative shall issue courtesy trip tickets without an authorization form from the H.R Department.

820 Lockwood Drive. Houston, Texas 77020 • Tel. 713.928.5500 • Fax: 214.723.7656

Trade Secrets/Proprietary Information

I _____(print name) agree to hold in confidence and not directly or indirectly use or disclose, either during or after termination of my employment or consulting relationship with the company, any El Expreso Bus Company Confidential Information I obtain, have access to or create during the period of my employment or consulting relationship, whether or not during working hours, except to the extent authorized by the company, until that Confidential Information becomes generally known. I agree not to make copies of Confidential Information except as authorized by El Expreso Bus Company.

Upon termination of my employment or consulting relationship or upon an earlier request of El Expreso Bus Company, I will return or deliver to the company all tangible forms of Confidential Information in my possession or control, including but not limited to drawings, specifications, documents, records, devices, models, or any other material and copies or reproductions.

I acknowledge that I have read and understand El Expreso Bus Company's Trade Secrets/ Proprietary Information Agreement. I acknowledge that I have read and that I understand this notice.

Employee Name: _____

Employee's Signature: _____ Date: _____

Human Resources Rep. Signature: _____

Date: _____

820 Lockwood Drive. Houston, Texas 77020 • Tel. 713.928.5500 • Fax: 214.723.7656

EL EXPRESO
BUS COMPANY

Employee Non-Disclosure Agreement

THIS AGREEMENT (the "Agreement") is entered into this _____ day of _____, _____ by and between El Expreso Bus Company (the "Company"), and _____ _____, (the "Employee").

The Employee desires to be employed by the Company, and in the course of such employment, the Employee may become aware of and/or have access to certain proprietary and confidential information belonging to the Company.

Therefore, in consideration of the commencement of Employee's employment with Company and the compensation that will be paid, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information

(a) For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Company, or any of its affiliates, and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, price structures, pricing, route information, ticketing plans and strategies, terminal information, safety plans, financial information, or projections, operations sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Company. Confidential Information shall further include any and all information, processes, formulas, codes, etc. which may be developed by the Employee as a result of any information supplied by the Company or as a result of any work that the Employee performs on behalf of the Company. Confidential Information shall also include any and all information of a private nature concerning the Company's principal, Juan Vazquez. Such information would include information about Mr. Vazquez's finances, business dealings, business relationships, personal relationships, acquaintances, etc.

Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Employee acknowledges that Confidential Information is proprietary to the Company, has been developed and obtained through great efforts by the Company and that Company regards all of its Confidential Information as trade secrets.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Employee prior to receiving the Confidential Information from the Company; (b) becomes rightfully known to the Employee from a third-party source not known (after diligent inquiry) by the Employee to be under an obligation to Company to maintain confidentiality; (c) is or becomes publicly available through no fault or failure to act by the Employee in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirement of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Employee without violation of the terms of this Agreement or references or access to any Confidential Information.

2. Disclosure of Confidential Information

From time to time, the Company may disclose Confidential Information to the Employee. The Employee will: (a) not disclose any of the Confidential Information to any third party whatsoever, unless directed to do so in writing by an authorized representative of the Company; and (b) shall keep all Confidential Information strictly confidential.

3. Use of Confidential Information

The Employee agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Company. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Employee hereunder. Title to the Confidential Information will remain solely in the Company. All use of Confidential Information by the Employee shall be for the benefit of the Company and any modifications and improvements thereof by the Employee shall be the sole property of the Company.

4. Compelled Disclosure of Confidential Information

Notwithstanding anything in the foregoing to the contrary, the Employee may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Employee promptly notifies, to the extent practicable, the Company in writing of such demand for disclosure so that the Company, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Employee's business (not targeted at Company), the Employee may promptly comply with such request provided the Employee give (if permitted by such regulator) the Company prompt notice of such disclosure. The Employee agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Company with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Company is unable to obtain or does not seek a protective order and the Employee is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term

This Agreement shall be in full force and effect for the entire duration of Employee's employment with the Company. Notwithstanding the foregoing, the Employee's duty to hold in confidence Confidential Information that was disclosed by the Company, or acquired by the Employee in any manner whatsoever, during the term shall remain in effect indefinitely.

6. Remedies

In the event that there exists any evidence suggesting that the Employee has breached this Agreement, the Company shall be permitted to immediately terminate Employee's employment with the Company in order to prevent any further dissemination of the Confidential Information.

Both parties hereby agree that as a further remedy for any disclosure of the Confidential Information the Company shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Company shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information

Employee shall immediately return and redeliver to the Company all tangible material embodying the

Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the Employee's employment with the Company; (ii) the termination of the Agreement; or (iii) at such time as the Company may so request.

8. Notice of Breach

Employee shall notify the Company immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Employee or its Representatives, or any other breach of this Agreement by Employee or its Representatives and will cooperate with efforts of the Company to help the Company regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Employment

The parties agree that the Company is under no legal obligation of any kind whatsoever with employing the Employee by virtue of this Agreement, except for the matters specifically agreed to herein. This Agreement does not create a joint venture or partnership between the parties.

10. Miscellaneous

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Texas applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law's provisions thereof. The Federal and state courts located in Dallas County, Texas shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, written or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage paid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch

and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(g) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of first above written.

Company	**Employee**
El Expreso Bus Company	
dba El Expreso Bus Company	
Name: _____	Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____

EL EXPRESO
BUS COMPANY

"Zero Tolerance" Harassment Acknowledgement

El Expreso Bus Company, Inc. is committed to providing a respectful, non-hostile work environment. Harassment is a form of misconduct that undermines the workplace, violates the respect for fellow workers, lowers morale and productivity and causes absenteeism. In general, harassment is behavior that is not welcome and is offensive to others. A worker determined to exhibit behavior contributing to any kind of harassment of anyone in the workplace will be subject to disciplinary action, including termination, with or without notice.

Employee Name: _____

Employee's Signature: _____ Date: _____

Human Resources Rep. Signature: _____

Date: _____

820 Lockwood Drive. Houston, Texas 77020 • Tel. 713.928.5500 • Fax: 214.723.7656

EL EXPRESO
BUS COMPANY

El Expreso Bus Company Agreement to Care & Pay for Damages/Replacement of Company Equipment

I acknowledge that while I am working for El Expreso Bus Company, I am expected to take proper precautions to care for company equipment. I understand that upon termination, I am expected to return all property of El Expreso Bus Company, INC. in proper working order. I understand that continued failure to return equipment may be considered by the company to be theft and may lead to criminal prosecution.

I also agree that I will take care of the unit that I am driving from El Expreso Bus Company, Inc. I am aware that after an investigation, if the company safety director determines that I am at fault for the damages to the motor coaches, vans or to any other company equipment while under my control, that I will be liable for payment of the appropriate funds to pay for the appropriate deductible or repairs necessary to repair the unit.

I understand that deductions will be made directly from my weekly payroll check starting on the payroll due the week the repairs begin by El Expreso Bus Company, Inc. in the amount of a 10% of the total amount due on each check. A copy of the repair estimate will be provided to you for your information.

I agree that the Company may deduct money from my pay under the above circumstances. I further understand that the Company has stated its intention to abide by all applicable federal and state wage and hour laws in the states in which it operates and that if I believe that any such law has not been followed, I have the right to file a wage claim with appropriate state and federal agencies once I have made my employer aware and have given them the opportunity to correct the unintended error.

Therefore, Pursuant to Sec. 61.018 of the Texas Labor Code my signature below is written authorization from me (print name)_____, the employee, to deduct up to 10% of my weekly wages as payment towards the full balance due for the damages which I caused pursuant to the damages policy stipulated in this document.

Employee's Signature: _____ Date:_____

Employee's Print Name: _____

HR Representative Printed Name: _____ Date: _____

HR Representative Signature : _____

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El Expreso Bus Company Agreement to Care of Company Uniform

I acknowledge that while I am working for El Expreso Bus Company, I am expected to take proper precautions to care for company uniforms items. I understand that upon termination, I am expected to return all uniforms to El Expreso Bus Company, Inc. in good condition.

I also agree that I will take care of all uniforms items while employed at El Expreso Bus Company.

I have received _____ (Polo Shirts) I have received _____ (Dress Shirts)

I have received _____ (Pants) I have received _____ (Blazer)

*Both shirts and pants shall be washed with the "Delicate" option and dried with the "Low Heat" Option for long lasting results.

I have received _____ Ties I have received _____ Safety Glasses

I have received _____ Back Brace/Belt I have received _____ Pair of Gloves

I have received #_____ Safety Vest. Vest shall be washed with the "Delicate" option and dried with the "Low Heat" Option for long lasting results.

Employee Name: _____ Date: _____

Employee's Signature: _____

Human Resources Rep. Signature: _____ Date: _____

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www.tornadobus.com

EL EXPRESO
BUS COMPANY

ID Badge Acknowledgement

I understand that it is my responsibility to protect the use of the issued ID Badge and assure it will only be used in the performance of El Expreso Bus Company business or a manner authorized by El Expreso Bus Company. I understand the ID Badge is for my use and my use only, and if I lend my ID Badge to anyone or allow anyone the use of my ID Badge, I will be subject to corrective action. If the ID Badge is lost, stolen or destroyed, I shall immediately report its loss to the Human Resource Department and request a replacement ID Badge at my cost. The cost of a replacement is $5, and I agree to have this fee payroll deducted from my paycheck if a replacement is needed. At the time of separation of employment, the ID Badge must be surrendered to my manager or Human Resources.

Employee Printed Name: _____

Employee Signature: _____

Date: _____

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Drug and Alcohol Policy

I _____ hereby acknowledge that I have received a coy of El Expreso Bus Company's Drug and Alcohol Policy and I have read and fully understand its contents, and that I understand that I am subject to all the rules listed herein. I also understand that nothing contained in this policy guarantees or entitles me to employment or an employment contract and I remain an at-will employee terminable for cause or no cause. Furthermore, I understand that this policy can be altered, modified, changed, cancelled, or interpreted by El Expreso Bus Company in accordance with its needs and/or any applicable regulations. It is the intent of both parties that these policies be interpreted under the laws of the State of Texas.

Employee Name: _____

Employee's Signature: _____ Date: _____

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EL EXPRESO
BUS COMPANY

Computer/Internet Usage Policy

I have read, understand, and agree to comply with the foregoing policies, rules, and conditions governing the use of the Company's computer and telecommunications equipment and services. I understand that I have no expectation of privacy when I use any of the telecommunication equipment or services. I am aware that violations of this guideline on appropriate use of the e-mail and Internet systems may subject me to disciplinary action, including termination from employment, legal action, and criminal liability. I further understand that my use of the e-mail and Internet may reflect on the image of El Expreso Bus Co. to our customers, competitors, and suppliers and that I have responsibility to maintain a positive representation of the company. Furthermore, I understand that this policy can be amended at any time.

Employee Name: _____

Employee's Signature: _____ Date: _____

Human Resources Rep. Signature: _____

Date: _____

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EL EXPRESO
BUS COMPANY

Wage Deduction Authorization Agreement

(Texas Payday Lay Rule 821.28 (b)) requires written authorization for deductions to be specific as possible as to the amount and purpose of the deduction and to make it clear that the deductions will be made from the employee's wages. Rule 821.28(d) requires deductions to be applied to their intended purposes.

I understand and agree that my employer, **El Expreso Bus Company**, may deduct money from my hourly/salary pay from time to time for the reasons that fall into the following categories:

1. My share of the premiums for the Company's group Medical, Vision, Dental and Life insurance plans.
2. Any contributions I may make into a retirement, pension, 401k, sponsored, controlled, or managed by the company.
3. Installment payments on loans or wage advances given to me by the company, and if there is a balance on such loans or advances:
4. Installment payments on loans based upon store credit that I use for my own personal purchases, including the value of merchandise or services that I purchase or have purchased for personal, non-business reasons using my employee charge account or company credit card, an account or credit card assigned to another employee, or a general company account or credit card, regardless of whether such purchase was authorized, and if there is a balance remaining when I leave the Company, the balance of such store credit or charges.
5. If I receive an overpayment of wages for any reason, repayment of the Company of such overpayments (deductions for such a repayment will equally the entire amount of the overpayment unless the Company and I agree in writing to a series of smaller deductions on specified amounts).
6. The cost to the Company of personal long distance calls I may make, or messages I may send, Using Company phones (land lunes or cell phones) or Company accounts, or of non-work-related access to the internet or other computer networks by me using Company equipment or Company accounts:
7. The cost of repairing or replacing any Company supplies, materials, equipment, money, or other property that I may damage (other than the normal wear and tear), lose, fail to return, or take without appropriate authorization for the Company during my employment (except in the case of the misappropriation of money by me, I understand

that no such deduction will take my pay below minimum wage, or, if I am a salaried exempt employee, reduce my salary below its predetermined amount;

8. The cost of Company uniforms and of cleaning the uniforms (the Company will deduct only the actual price it pays for uniforms and cleaning costs).
9. Administrative fees in connections with the court -ordered garnishments or legally required wage attachments of my pay, limited in the extent to the amount or amounts allowed under applicable laws.
10. If I take paid vacation or sick leave in advance of the date, I would normally be entitled to it and I separate for the Company before accruing time to cover such advance leave, the value of such leave taken in advance that is not so covered.
11. The value of any time off for absences to which the paid leave it not applied (except in the case of those who are paid a fixed salary for fluctuating workweeks, non-exempt salaried employees will have all such unpaid leave deducted from their salary, while exempt salaried employees will experience salary reductions only in units of a full day or week at a time, depending upon the exact nature of the absence, unless partial day deductions are specifically allowed under federal law) ; and
12. If my employer pays any insurance premiums or retirement system contributions ('payments") on my behalf that I would normally make under the applicable Company benefit plan, the amount of such payments made by the Company, such payments being an advance of future wages payable to me.

I agree that the Company may deduct money from my pay under the above circumstances, of it any of the above situations occur. I further understand that the Company has stated its intention to abide by all applicable federal and Texas wage and hour laws and that if I believe that any such law has not been followed, I have the right to file a wage claim with appropriate Texas and federal agencies.

Employee's Signature: _____ Date: _____

Employee's Name (please print) : _____

EL EXPRESO
BUS COMPANY

Employee Acknowledgement of Worker's Compensation Network

I have received information that explains how to receive medical attention under Worker's Compensation Insurance.

If I am hurt on the job and live in the service area described in this information, I understand the following:

1. I must choose a treating physician from the list physicians within the network. Or I may ask my primary care physician to agree to serve as my treating physician.
2. I must go to my treating physician for all health care related to my injury. If I need to see a specialist, my treating physician will refer me. If I need emergency care, I may go anywhere.
3. The insurance carrier will pay the treating physician and other network providers.
4. I might have to pay the bill if I get healthcare from someone other than a network provider **without** network approval.

Signature: _____ **Date:** _____

Printed Name: _____

I live at : _____
Street Address

_____
City **State** **Zip Code**

Name of Employer : El Expreso Bus Company

Name of Network: ICW

EL EXPRESO
BUS COMPANY

Employee Handbook Acknowledgement

I _____hereby acknowledge that I have received a copy of the
(Print Name)
El Expreso Bus Company Inc. "Employee Handbook" and that I have read and fully understand its contents, and understand that I am subject to all the rules that are listed herein in no way constitutes a contract for employment or otherwise and I can terminate or be terminated of my employment for cause or no cause and for any reason or no reason at all.

Employee Name: _____

Employee's Signature: _____ Date: _____

Human Resources Rep. Signature: _____

Date: _____

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JOB DESCRIPTION



JOB TITLE: Motor Coach / Bus Driver

REPORTS TO (JOB TITLE):

DEPARTMENT: Various
DATE CREATED/REVISED: October 2014

FLSA STATUS:

For Compensation Use Only.

Exempt

POSITION SUMMARY:

This position will transport passengers over specified routes to local or distant points according to time schedule and regulates heating, lighting, and ventilating systems for passenger comfort, complies with local traffic regulations. Performs a variety of minor repairs and services to maintain the motor vehicle fleet. Performs other duties when not driving, such as washing, cleaning and lubricating vehicles, loading and unloading automotive parts and supplies. The driver should assist disabled passengers into and out of the vehicle, secure passengers' wheelchairs to restraining devices to stabilize wheelchairs during trip; may operate radio or similar device to communicate with dispatcher or other vehicles to report disruption of service.

JOB SPECIFIC RESPONSIBILITIES:

PLEASE LIST BY ORDER OF IMPORTANCE

Work with leads and dispatch to schedule and replace minor assemblies and components.
Check oil and washer fluid, wiper blades, power steering, etc.
Verifies operational safety of equipment and devices such as brakes, clutch, lights, mirrors, glass, fire extinguishers, first aid kits, highway warning kits, horn, warning lights and buzzers, emergency exits, wipers, signs, tires, etc.
Assists passengers during their trip
May fill antifreeze, service cooling systems, inspect hoses, caps, valves, etc., as required.
Safely operates all tools and equipment required to perform the assigned duties
Abide by FMCSA passenger transportation regulations as well as any other local, state or federal laws.
Daily fill out e-logs
Responsible for key storage for primary and spare keys
Daily inspection of fleet, ensure proper preventive maintenance and corrective maintenance on vehicles are being performed as well as making sure unit has insurance and required documents.
Other duties as assigned by Manager and company policies

EXPERIENCE:

Please indicate the type of experience required/preferred for the position	**Required or Preferred:**
2 years of job related experience	required.
Bilingual (Spanish/English)	preferred.

EDUCATION:

Minimum Formal Education:

Click on the cell below to see a drop down menu of options for education.	**Required or Preferred:**
High school diploma or equivalent required; additional training beyond high school	required.

LICENSES and CERTIFICATIONS:

Please identify whether certification must be held upon hire or obtained within a designated period.	**Required or Preferred:**
Valid Commercial Driver's License (CDL) with Passenger (P) endorsement	required.
Valid State Driver's License	required.

Medical Card	required.

PHYSICAL DEMANDS:

Click on the cell below to see a drop down menu of options for Physical Strength Demands.

Medium - Exerting 20-60 lbs. occasionally, 10-25 lbs. frequently, or up to 10 lbs. constantly..

Job Demands ***For each item, click on the relative Frequency cell to indicate the frequency of each physical demand.***	**Frequency**	**Brief Description of Job Demands**
Bending	Frequently - 1/3 - 2/3 of the time	
Carrying	Frequently - 1/3 - 2/3 of the time	
Climbing	Rarely - Less than 1 hour/week	
Crouching	Rarely - Less than 1 hour/week	
Fine Dexterity (skill/adroitness with hands; ex typing, administering shots, etc.)	Rarely - Less than 1 hour/week	
Foot Control (manipulation of pedals, controls, equipment, etc. with feet)	Frequently - 1/3 - 2/3 of the time	
Handling	Frequently - 1/3 - 2/3 of the time	
Hearing (ability to interpret and differentiate between sound, etc.)	Constantly - 2/3 or more of the time	
Kneeling	Rarely - Less than 1 hour/week	
Lifting/Exerting	Frequently - 1/3 - 2/3 of the time	
Pushing/Pulling	Occasionally-Up to 1/3 of time	
Reaching	Occasionally-Up to 1/3 of time	
Sitting	Constantly - 2/3 or more of the time	
Standing	Occasionally-Up to 1/3 of time	
Talking (ability to speak coherently and be understood by others)	Constantly - 2/3 or more of the time	
Twisting	Occasionally-Up to 1/3 of time	
Vision (ability to differentiate between color, to determine distance, depth perception, etc.)	Constantly - 2/3 or more of the time	
Walking/Moving (from one location to another to perform work)	Occasionally-Up to 1/3 of time	

NON - PHYSICAL DEMANDS:

Job Demands ***For each item, click on the relative Frequency cell to indicate the frequency of each non - physical demand.***	**Frequency**	**Brief Description of Non - Physical Job Demands**
Stress Demands - Person in the position is responsible for maintaining stable performance under pressure or opposition, and handling stress in a manner that is acceptable to others and to the organization.	Occasionally-Up to 1/3 of time	
Time Pressures – Person in the position is responsible for producing work/outcomes relatively quickly; within a specified timeframe.	Occasionally-Up to 1/3 of time	
Frequent Change of Tasks – Person in the position is responsible for reprioritizing workload based on the needs of the organization.	Rarely - Less than 1 hour/week	
Performing multiple tasks simultaneously - Person in the position is responsible for working on a variety of different tasks simultaneously, while maintaining the quality of the work.	Rarely - Less than 1 hour/week	

Tedious or exacting work – Person in the position is responsible for producing work that is routine and/or repetitious in nature.	Frequently - 1/3 - 2/3 of the time	
Noisy/Distracting Environment – Person in the position will be subject to noise and distraction throughout the workday.	Occasionally-Up to 1/3 of time	
Variable Schedule/Overtime – Person in the position is required to work evenings and/or weekends, or is required to work overtime.	Occasionally-Up to 1/3 of time	
Other (please describe)		

ENVIRONMENTAL CONDITIONS:

Click on the cell below each heading to see a drop down menu of options of Environmental Factors.

Environmental / Health and Safety Concerns	Frequency	Brief Description of Working Conditions
Working conditions are relatively free from unpleasant environmental conditions.	Frequently - 1/3 - 2/3 of the time	
Extreme temperature (heat, cold, extreme temperature changes).	Occasionally-Up to 1/3 of time	
Wetness and/or humidity (bodily discomfort from moisture).	Occasionally-Up to 1/3 of time	
Respiratory Hazards (fumes, gases, chemicals, radiation, dust/mites and dirt).	Occasionally-Up to 1/3 of time	
Noise and Vibration (where earplugs would be recommended).	Rarely - Less than 1 hour/week	
Working conditions are relatively free from hazards.	Frequently - 1/3 - 2/3 of the time	
Mechanical Hazards	Occasionally-Up to 1/3 of time	
Toxic/Chemical Hazards	Rarely - Less than 1 hour/week	
Fire Hazards	Rarely - Less than 1 hour/week	
Other		

The above statements are intended to describe the general nature and level of work being performed by employees assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties and skills required. This position description is subject to modification.

SIGNATURE AND APPROVAL:

I have reviewed this job description, I understand it, and I find it to be an accurate representation of the demands of the position.

Employee:

Printed Name Date Signature

Employee Number:

Supervisor:

Printed Name Date Signature

Policy Receipt Acknowledgement for the Dress Code

I have read and been informed about the content, requirements, and expectations of the dress code policy for employees at El Expreso Group LLC. I have received a copy of the policy and agree to abide by the policy and agree to abide by the policy guidelines as a condition of my employment and my continuing employment at El Expreso Group LLC.

I understand that if I have questions, at any time, regarding the dress code policy, I will consult with my immediate supervisor or my Human Resources Department.

Please read the dress code policy carefully to ensure that you understand the policy before signing this document.

Employee Name: _____

Employee's Signature: _____ Date: _____

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VEHICLE BREAKDOWN AND ROAD REPAIR POLICY

The goal of El Expreso Group LLC is to minimize on the road equipment breakdowns by having strong vehicle inspection and preventive maintenance programs in place. As part of its overall driver support system, El Expreso Group LLC is committed to providing drivers with expedient and reliable breakdowns and road repair service in the event of equipment failure.

When an equipment breakdown does occur, the safety of the driver and the general motoring public is top priority, but the needs of our customers must also be considered. With this in mind. El Expreso Group LLC has implemented the following vehicle breakdown and road repair procedures that all drivers with be trained in and are expected to follow. Please keep in mind that if a driver is involved in a vehicle accident during any hours of the day Safety Director, Carlos Matamoros must be immediately contacted @ 713.824.7768 if unavailable call one of the individuals in the resource list.

VEHICLE INSPECTION

El Expreso Group's vehicle breakdown procedures have been developed to ensure the safety of our drivers and the motoring public, securement of the equipment and its cargo, timely customer notification of any delay, and facilitation of expedient equipment repair. All El Expreso Group drivers are expected to follow these procedures in the event of a breakdown.

Before beginning any work assignment or trip, the driver shall perform a complete driver vehicle inspection report on all assigned equipment. The driver shall follow FMCSA Regulation part 396.11 when performing the vehicle inspection report and review all components per driver vehicle inspection report format (Exhibit A). The driver must remember to request the previous driver vehicle inspection report to assure that all previous issues were addressed.

The driver must assure that their assigned bus is equipped with the required emergency equipment as stated on regulation part 396.11.

In the event of a minor vehicle breakdown, drivers are authorized by the company to perform some small repairs. The company defines minor breakdowns as those that simply require replacing a headlamp, a fuse, a hose, etc.

All El Expreso Group vehicles may carry spare parts necessary for quick and efficient repairs of minor breakdowns. This includes items like fuses, headlamps, fuel and oil filters, spare flasher light bulbs, belts, etc. drivers should see their supervisor or maintenance personnel to obtain adequate vehicle spare parts inventory for their needs.

WHEN A BREAKDOWN OCCURS DURING BUSINESS HOURS:

When an equipment breakdown occurs that requires road repair assistance, the following procedures must be implemented:

- If bus is disabled in a traffic congested area and it is likely to get rear ended, stop traffic, or cause an accident driver should immediately call 911 for assistance with traffic routing. Immediately activate the emergency hazard warning signal flashers.
- Safely stop and secure the vehicle. Remember to set the parking brake properly.
- When possible, safely place the warning devices as prescribed in the FMCSR, Sec 392.22 within 10 minutes of the breakdown. Once these warning devices have been placed.
- After the vehicle has been secured and the warning devices put in place, the driver should communicate the vehicle's breakdown to the Dispatch Department. If driver is unable to get in contact with the dispatch department, they must immediately contact the maintenance department.
- The driver should give the exact location information of the vehicle, including road or highway route number, nearest mile marker or exit, and direction of travel. The driver should be as specific as possible and provide a description of the cause of breakdown.
- The driver should stay with the vehicle for updates and instructions unless instructed otherwise by the dispatch department. Dispatch Department is responsible for contacting the driver with updates on pending road repairs.
- The Dispatch and the Maintenance Manager will determine whether the bus will need to be replaced or serviced on the road. If a road service call or towing of vehicle is necessary, Maintenance Manager will be responsible to locate and contact the proper vendor to facilitate repairs.
- Once repairs have been completed, the driver shall notify the dispatch department, turn on the emergency hazard warning flashers, and safely remove the warning devices.
- If the repair will take over an hour the company will make its best effort to remove the passengers from the scene and move to a safe place.
- All paperwork for the repairs will be forwarded to the Maintenance Department.

UNATTENDED VEHICLES

- If a vehicle needs to be left unattended the driver should first receive prior authorization by the dispatch department.
- If the vehicle is left at a business setting the driver must receive approval from the store manager.
- Vehicles shall not be left unattended on any highway or location where it is likely to be towed by law enforcement.
- Vehicle should be properly secured and turned off. Please do not leave personal belongings behind.

TIRE FAILURE

- Follow the indicated procedures described above.
- Dispatch department must immediately notify the maintenance department to schedule road service.
- The damaged tire must be returned to the maintenance department. You may store the damaged tire in the luggage compartment.
- Maintenance department must notify the safety department if the steering tire experienced failure.
- Driver must state on the driver inspection report that the spare tire was used so that a new one is placed in the bus.
- Driver shall never drive a bus if tire is low on-air pressure.

- Driver shall notify the maintenance department if the tire was struck on a sidewalk, curb, pothole or if it has a puncture on the sidewall of the tire.
- Inspect for wheel damage.

AFTER HOURS BREAKDOWNS

In the event of a vehicle breakdown drivers should use the following procedure: Laredo Night Dispatch department and give full detail on the breakdown and location. Laredo Night Dispatch will then contact Maintenance Manager if necessary. The Laredo night dispatch department phone number is 214.991.3021. If driver is unable to get in contact with the night dispatcher, he/she must immediately call the Dispatch Manager at 713.824.7768. If a driver was involved in a breakdown that involved an accident with a person, property, or vehicle damage the driver must immediately notify the Safety Director.

As a reminder to drivers El Expreso Group's normal business hours of operation are Monday through Sunday, 5:30 A.M – 10:00 P.M. During the day the phone number to call is **Dallas Dispatch 214-876-9154 or El Expresso Dispatch 281-733-7840.** After hours consist of 10:00 P.M. -5:30 A.M. drivers should call **214-991-3021.**

EL EXPRESO GROUP BREAKDOWN RESPONSIBILITIES

Driver's responsibilities when a breakdown happens include:

- Safely stopping and securing the vehicle and passengers,
- Safely placing the warning devices,
- Perform minor repairs if needed,
- Description of the breakdown,
- Notifying dispatch when repairs have been made,
- Safely removing the warning devices,
- Forwarding all repair paperwork to the Maintenance Department.

Dispatch Operation responsibilities when a breakdown happens during business hours include:

- Assist the drivers and call the Maintenance Fleet Manager for further assistance,
- A very detail summary of the breakdown should be relayed to the Maintenance Department, Bus number, Driver's name and location of breakdown.
- Notify the Terminal Manager so that the delay can be communicated to the customer,
- Keeping the driver updated,
- Reschedule routes and provide correct information to the operations department.
- Determine whether a vehicle will need to be replaced or serviced.
- If needed a driver must be provided lodging accommodation within a timely manner.
- Taking care of all billing for repairs, hotel, etc. (COM check is available only for vendors that do not accept credit card)
- Contact Operations Manager to relay the issue.
- Follow all proper procedures before authorizing for unit to be left unattended.
- Assuring permission was obtained from the store manager to leave bus over night at their location.
- Notifying Safety Department of driver travel time if any such as airplane travel, use of personal vehicle or uber.

Maintenance Department's responsibilities when a breakdown happens include:

- Address driver's phone call
- Determining the nature of the breakdown and best course of action,
- Contacting and updating the Dispatch Department the best course of action,
- Following up with vendors and maintenance to ensure repairs are being made
- Locating, contacting and dispatching a vendor to facilitate repairs.
- Taking care of all billing repairs.
- Obtaining all repair records so that RTA Clerk can report and file.
- Update breakdown spreadsheet with reason for down, provide description such as repaired, towed, etc.
- Follow up on unattended buses to assure that they are returned to the shop.
- Provide proper towing instructions to the towing vendor to avoid further damage to company vehicles.

El Expreso Group Breakdown Resource Number(s)

If a breakdown occurs during normal business hours, drivers are instructed to contact the Dispatch Manager or Coordinators for immediate assistance.

Dispatch Manager/Coordinators will then relate the breakdown to Maintenance Manager.

For breakdowns that occur after normal business hours, drivers should call the Laredo Night Dispatch. Please note that our Maintenance Technicians private phone numbers should not be shared as they're only to be contacted by the Dispatch Manager or Maintenance Manager. Remember that our technicians have safety sensitive functions therefore it is important that they are not interrupted during their rest time unless there is a breakdown. Technicians have the option to block their number when calling a driver for assistance.

Prevost Driver Road Repair Assistance number is **1.800.463.7738**

ABC Driver Road Repair Assistance number is **1.877.427.7278**

Southern Tire Mart Road Repair Assistance number is 877-786-8473

Stewart & Stevenson Randal Bias is 214-437-4815

Rush Truck Center in Houston call Alyssa Levine is 972-804-3872, outside of Houston call

Lindy Lott Tow is 214-341-1140

Company Emergency Contacts 2026

Emergency and Operational Contact Directory

Confidential Notice: List of all resource numbers for the dispatch team is attached to this policy.

Name / Location	Job Title	Phone Number
Dallas	Dispatch Coordinators	214-876-9154
Houston	Dispatch Coordinators	281-733-7840
Houston	Dispatch Coordinators – Dayshift	214-966-4142
San Antonio	Dispatch Coordinator – Night Shift	210-922-9010
Laredo	Night Dispatch	214-991-3021
Oscar Luna - Dallas	Dispatch Manager	469-358-8365
Carlos Matamoros - Houston	Director of Operations - El Expreso	713-824-7768
Alex Romero - Dallas	Maintenance Manager	469-360-0331
Enrique Vazquez - Dallas	Lead Tech	469-982-0143
Roberto Vazquez - Dallas	Director of Operations - Tornado	214-991-3122
Nestor Juarez - Houston	Lead Tech	832-288-0564
Pedro De Leon - Dallas	Safety Manager	469-531-5442
Apolinar Garcia - Dallas	Operations Manager	281-387-2654
Veronica Rodriguez - Dallas	Safety Director	713-890-9415
Juan Cornejo - Dallas	Training Manager	318-761-8569

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Vendor Contact Information

Dallas, Tx - Oak Creek, Wi				
Road Assitance Information				
Wrecker Service				
State	**City**	**Wrecker Service**	**Phone Number**	**Address**
Texas	Abeline	Mike Bounds Towing & Recovery	325-695-5102	
Charter Company				
State	**City**	**Charter Service**	**Phone Number**	**Address**
Texas	Abeline	Greyhound Bus Company	325-677-8127	1657 TX-351
Diesel Mechanic				
State	**City**	**Diesel Service**	**Phone Number**	**Address**
Texas	Abeline	Bulldog Diesel Repair & Tire Service	(325) 338-1954	2310 Woodard St
Wrecker Service				
State	**City**	**Wrecker Service**	**Phone Number**	**Address**
Texas	Socorro	EXTREME RECOVERY & TOWING	(915) 383-9196	
Charter Company				
State	**City**	**Charter Service**	**Phone Number**	**Address**
Texas	El Paso	Longhorn Charter Bus	(915) 209-4397	4120 Rio Bravo St suite 219
Diesel Mechanic				

Dallas, Tx - Oak Creek, Wi				
Road Assitance Information				
Wrecker Service				
State	**City**	**Wrecker Service**	**Phone Number**	**Address**
Arkansas	West Memphis	A-1 Wrecker & Deisel	870-732-1010	1506 E. Broadway St.
Charter Company				
State	**City**	**Charter Service**	**Phone Number**	**Address**
Arkansas	Little Rock/West Memphis	Gogo Charters	901-350-0881	N/A
Deisel Mechanic				
State	**City**	**Diesel Service**	**Phone Number**	**Address**
Arkansas	West Memphis	West Memphis Deisel & Truck Repair	901-244-5839	3900 Petro Rd. #6
Wrecker Service				
State	**City**	**Wrecker Service**	**Phone Number**	**Address**
Illinois	Marion	PMR LLC. (Towing)	618-998-9010	900 E Deyoung St,
Charter Company				
State	**City**	**Charter Service**	**Phone Number**	**Address**
Illinois	Urbana	Peorio Charter Coach	800-448-0572	1910 N Federal Dr
Diesel Mechanic				
State	**City**	**Diesel Service**	**Phone Number**	**Address**
Illinois	Franklin Park	Prevost	847-778-7475	3715 N. Carnation St
Wrecker Service				
State	**City**	**Wrecker Service**	**Phone Number**	**Address**
Winsconsin	Milwaukee	Ray's Towing	414-481-4355	833 W Waterford Ave.
Charter Company				
State	**City**	**Charter Service**	**Phone Number**	**Address**
Winsconsin	Oak Creek	Riteway Bus Service, Inc.	414-571-9001	7435 S 10th St
Diesel Mechanic				
State	**City**	**Diesel Service**	**Phone Number**	**Address**
Winsconsin	Milwaukee	Advanced Diesel Towing & Repair	262-305-4453	N/A

Dallas, Tx - Lincoln Park, Mi				
Road Assitance Information				
Wrecker Service				
State	**City**	**Wrecker Service**	**Phone Number**	**Address**
Arkansas	West Memphis	A-1 Wrecker & Deisel	870-732-1010	1506 E. Broadway St.
Charter Company				
State	**City**	**Charter Service**	**Phone Number**	**Address**
Arkansas	Little Rock/West Memphis	Gogo Charters	901-350-0881	
Deisel Mechanic				
State	**City**	**Diesel Service**	**Phone Number**	**Address**
Arkansas	West Memphis	West Memphis Deisel & Truck Repair	901-244-5839	3900 Petro Rd. #6
Wrecker Service				
State	**City**	**Wrecker Service**	**Phone Number**	**Address**
Tennesse	Nashville	West Nashville Wrecker Service	615-350-5800	6311 Centennial Blvd
Charter Company				
State	**City**	**Charter Service**	**Phone Number**	**Address**
Tennesse	Whites Creek	Anchor Transportation	615- 860-6800	3108 Blevins Rd
Deisel Mechanic				
State	**City**	**Diesel Service**	**Phone Number**	**Address**
Tennesse	Goodlettsville	Prevost	615-299-8881	801 S Cartwright St
Wrecker Service				
State	**City**	**Wrecker Service**	**Phone Number**	**Address**
Ohio	Cinccinatti	Buckeye Riverside Towing	513-244-7200	1053 Ebenezer Rd
Charter Company				
State	**City**	**Charter Service**	**Phone Number**	**Address**
Ohio	Cinccinatti	Executive Transportation	513-924-4895	N/A
Deisel Mechanic				
State	**City**	**Diesel Service**	**Phone Number**	**Address**
Ohio	Cinccinatti	G&G Truck & Trailer Repair	513-383-5299	215 W North Bend Rd
Wrecker Service				
State	**City**	**Wrecker Service**	**Phone Number**	**Address**
Michigan	Detroit	Troy's Towing Service	313-579-1869	9615 Grinnell Ave
Charter Company				
State	**City**	**Charter Service**	**Phone Number**	**Address**
Michigan	Detroit	Blue Lake Charters & Tours	800-282-4287	N/A
Deisel Mechanic				
State	**City**	**Diesel Service**	**Phone Number**	**Address**
Michigan	Detroit	A1 Diesel Repair	313-749-7093	8801 Schaefer Hwy

Dallas, Tx - Raleigh, NC				
Road Assitance Information				
Wrecker Service				
State	**City**	**Wrecker Service**	**Phone Number**	**Address**
Mississippi	Jackson	Mobile & Towing Service	517-936-8791	N/A
Charter Company				
State	**City**	**Charter Service**	**Phone Number**	**Address**
Missisippi	Ridgeland	Cline Tours Inc	601-605-4483	277 Commerce Park Dr,
Diesel Mechanic				
State	**City**	**Diesel Service**	**Phone Number**	**Address**
Missisippi	Jackson	Mid South Tire & Truck Services	601-373-2800	1200 I 20 Frontage Rd
Wrecker Service				
State	**City**	**Wrecker Service**	**Phone Number**	**Address**
Georgia	Stone Mountain	Roadrunner Express Towing Inc	888-404-5503	N/A
Charter Company				
State	**City**	**Charter Service**	**Phone Number**	**Address**
Georgia	Atlanta	Elite Tours Of Atlanta	404) 766-9754	3401 Norman Berry Dr Suite 276
Diesel Mechanic				
State	**City**	**Diesel Service**	**Phone Number**	**Address**
Georgia				
Wrecker Service				
State	**City**	**Wrecker Service**	**Phone Number**	**Address**
North Carolina	Dunn	Sherrill's Wrecker Service	919-971-4570	N/A
Charter Company				
State	**City**	**Charter Service**	**Phone Number**	**Address**
North Carolina	Raleigh	Coach America	919-833-6060	N/A
Diesel Mechanic				
State	**City**	**Diesel Service**	**Phone Number**	**Address**
North Carolina	Raleigh	Express Mobile Truck Repair	919-482-8005	4904 Alpinis Dr #106



Acknowledgement

I _____ hereby acknowledge that I have received a copy of the

(PRINT NAME)

El Expreso Group LLC "Bus Breakdown and Road Repair Policy" and that I have read and fully understands its contents and understand that I am subject to all the rules that are listed herein. I also understand that nothing contained in this policy guarantees or entitles me to employment or an employment contract and I remain at-will employee terminable for cause or no cause. Furthermore, I understand this policy can be altered, modified, changed, cancelled, or interpreted by El Expreso Group in accordance with its needs and/or any applicable regulations.

_____ _____

Employee Signature Date

_____ _____

H.R Representative Date

MOTOR COACH DASH CAM POLICY

El Expreso Bus Company is committed to providing employees with a safe work environment and protecting its employees and customers at all costs; therefore, all El Expreso Bus Company's fleet is equipped with Dual Dash Cams. Fleet dash cams offer many benefits: protection against legal claims, potential insurance savings and increased safety through better driver coaching. Being wrongly blamed for an accident can result in legal issues for commercial drivers and hurt their future employability. Video footage can quickly exonerate a driver after an accident – or, at least, aid in accurately distributing responsibility among multiple drivers.

Dash cam footage is cloud based and it is kept for a period of 12 months. It records continuously. However, clips are only uploaded to the cloud when there is a critical event (harsh breaking, sharp acceleration, sharp cornering), when a driver manually activates the camera or when an authorized user requests a clip.

Though cameras are equipped with a sound system this option is not turned on for the privacy of the company's drivers. Our main purpose is to observe the employee's driving skills to prevent an incident/accident.

Only the Safety Director, Driver Instructor and Safety and Security Monotorist have access to view the dash cams. Only the Safety Director has administrative rights for the privacy of all drivers.

Through the Dash Cams Safety Monotorist Department will be able to observe and receive alerts for the following actions.

- Severe braking
- Speeding
- Hard acceleration
- Near miss accidents
- Non-compliance with traffic regulations
- Seatbelt use
- Full stops
- Cell phone use

Naturally, distracted driving is a significant danger that SafetyCam works to combat. It can detect an array of indicators, including:

- Eating and drinking
- Smoking
- Yawning or fatigue
- Face not visible
- Not focused on the road

Type of Angles

Dual Dashcam: This can record the road ahead and the drivers themselves. They're designed to monitor driver behavior and activity in the vehicle without missing any of the action on the road ahead. First two rows can be observed by the cam facing the driver.

In-Cab Coaching

In certain situations Safety Monotorist will send warning messages through the ELD. Depending on severity of the issue the Monotorist is allowed to contact the driver if safe.

Coaching Upon Arrival

Coaching upon arrival consists of an in person coaching by the Driver Instructor or Safety Director. If the employee continuously triggers dash cam alerts such drivers action will be subject to disciplinary action as stated on Drivers Code of Conduct.

Unacceptable Actions

Employees are prohibited from tampering with cameras in any type of way shape or form; this includes, pulling down blinds to cover the camera, covering with a piece of paper or tape, disconnecting, etc. Any employee that engages in any action mentioned will be subject to disciplinary action up to and including termination.

All employees are encouraged to bring forward any questions regarding the dash cams to the Safety Director or HR Department.
By signing this policy, the employee acknowledges that they have read and fully understands the contents of this policy. Employees understands that they're subject to all the rules that are listed herein.

_____ _____
Employee Name and Signature Date

_____ _____
HR Representative Signature Date

El Expreso Group LLC is committed to fostering a harassment-free workplace and prohibits driver harassment or coercion through the use an ELD/AOBRD.

390.36 Harassment of drivers prohibited.

(a) *Harass or harassment defined.* As used in this section, harass or harassment means an action by a motor carrier toward a driver employed by the motor carrier (including an independent contractor while in the course of operating a commercial motor vehicle on behalf of the motor carrier) involving the use of information available to the motor carrier through an ELD, as defined in §395.2 or through other technology used in combination with and not separable from the ELD, that the motor carrier knew, or should have known, would result in the driver violating §392.3 or part 395 FMCSR.

(b) ***Prohibition against harassment.*** (1) No motor carrier may harass a driver.

(2) Nothing in paragraph (b)(1) of this section shall be construed to prevent a motor carrier from using technology allowed under this subchapter to monitor productivity of a driver provided that such monitoring does not result in harassment.

390.6 Coercion prohibited.

(a) *Prohibition.* (1) A motor carrier, shipper, receiver, or transportation intermediary, including their respective agents, officers, or representatives, may not coerce a driver of a commercial motor vehicle to operate such vehicle in violation of 49 CFR parts 171-173, 177-180, 380-383 or 390-399, or §§385.415 or 385.421;

(2) A motor carrier or its agents, officers, or representatives, may not coerce a driver of a commercial motor vehicle to operate such vehicle in violation of 49 CFR parts 356, 360, or 365-379.

Name: _____

Signature: _____

Date: _____

Introduction for Bus Drivers

Bienvenidos y gracias por viajar con El Expreso Bus Co, Mi nombre es _____ y seré su Operador (ruta) desde _____ hasta" _____. Nos complace tenerlo abordo. Su seguridad y su comodidad son muy importantes para nosotros. Antes de iniciar nuestro viaje, deseamos que se familiarice con los dispositivos de seguridad de este vehículo. Primero, permanezca sentado mientras el vehículo está en movimiento. No bloque nunca el pasillo central. Este vehículo cuenta con un extintor de fuego que está localizado _____. Recuerde que la salida principal del vehículo es la puerta que está ubicada en la parte delantera por la cual ingreso. En una situación de emergencia extrema se pueden utilizar las ventanas como salidas. Siga las instrucciones marcadas en las ventanas o en sus marcos. Si tiene alguna pregunta referida a los procedimientos de seguridad, hágamelo saber. Por reglas de seguridad y por ley se nos es prohibido hablar con pasajeros mientras estamos conduciendo, por lo cual le pedimos que haga sus preguntas en el momento adecuado al menos de que sea una emergencia. Entendemos que necesite comunicarse, para mantener su privacidad, por la comodidad de todos los pasajeros y tomando en cuenta que el copiloto necesita descansar en el camarote le pedimos por favor realicen sus llamadas telefónicas sin usar el altavoz o utilicen sus audífonos. ¡Gracias por su colaboración! Le reiteramos nuestro agradecimiento por viajar con El Expreso Bus Co.

Welcome and thank you for choosing El Expreso Bus Co. My name is _____ and I will be your driver from _____ to _____. It is an honor to have you aboard. Our priority is to safely transport you to your destination and at the same time provide you with the highest quality customer service. Before we initiate our trip we would like to give you some safety recommendations. We ask that you remain seated when bus is moving. Do not block the aisle or any exits. This unit counts with an extinguisher located_____. Remember that the main exit is the door through which you entered. In case of an emergency you may use the accessible window exits. Please assure that you follow all directions indicated on the window signs along with other signs placed inside this bus. If you have any questions or concerns please feel free to ask me or my co driver _____. For your safety and by law we're not allowed to talk to passengers while driving so we ask that you be courteous and only approach us when we have safely stopped unless, it is an emergency. We understand that you may need to communicate. To maintain your privacy and the comfort of all passengers, and to ensure the copilot can get adequate rest, we kindly ask that you please make your phone calls without using speakerphone, or use headphones. Thank you for your cooperation! Once again we appreciate your preference and we thank you for traveling with El Expreso Bus Co.

Tornado Bus Co. – Introduction for Bus Drivers
Driver Name: _____

Driver Signature: _____ Date: _____

Instructor: _____

8630 E. R.L Thornton Fwy
Dallas, TX 75228

Tel (469) 227-2600

Drug & Alcohol Policy

Part I

Zero Tolerance Policy Statement

Persons associated with El Expreso Group LLC as Employees, Independent Contractors or Employees of Independent Contractors, (herein referred to as Driver(s), who perform safety sensitive functions, as defined in the 49 CFR, Part395, are forbidden to use, possess, sell or be under the influence of illegal drugs or alcohol at any time while operating for, representing, or on El Expreso Group LLC. property. Drivers are forbidden to engage in the manufacture, distribution, sale or any other transaction involving illegal drugs or alcohol on El Expreso Group LLC. premises. Violators may be subject to criminal and civil penalties.

Any illegal contact with drugs or alcohol during the time a Driver is on duty or on carrier's premises or property (to include equipment), will be treated as gross misconduct subject to immediate discharge and/or lease cancellation for the first offense. Any Driver who is arrested for selling drugs while off duty will be suspended as a qualified Driver without pay or benefits. Upon conviction of said crime the Driver will be discharged or have their lease permanently canceled.

El Expreso Group LLC has appointed a designated employee representative. I understand that any questions regarding the use of drugs and alcohol in the workplace can be directed to the DER.

All drivers and employees employed by El Expreso Group LLC who operate commercial motor vehicles and perform safety sensitive functions are subject to Title 49 Part 40 and 382. This policy is limited to drivers and other personnel who possess a commercial driver's license and operate those vehicles on public highways.

Drivers identified as being under the influence of illegal drugs as a result of any appropriate tests, will be discharged or have their lease canceled. including medical marijuana which

Drivers who have operated a commercial motor vehicle under the influence of a controlled drug can affect the driver's alertness, will be discharged or have their lease canceled.

Driver's operating in a safety sensitive function, defined in 49 CFR, Section 382.107 as, just prior, during, or immediately after, driving, inspecting, servicing, unloading or loading a motor vehicle, who test equal to or higher than a 0.02 breath alcohol content, will be discharged or have their lease canceled.

El Expreso Group LLC has a **"Zero Tolerance Policy."** associated with Driver who use illegal drugs and or are under the influence of Drugs or Alcohol while driving or performing safety sensitive functions. The driver should carefully read this policy which fully explains the prohibition of Drug and Alcohol use while associated with Tornado Bus Company, Inc.

Clearing House

El Expreso Group LLC will require an electronic consent to perform a pre-employment full query from the Drug and Alcohol Clearing House. There are two types of queries that Tornado Bus will be conducting. A full query will be conducted during the pre-employment

stage a limited query will be conducted yearly for each driver or as needed during the course of employment. if there is a record for the driver during the limited query then it will be converted into a full query to verify information related to drug and alcohol. The driver will have 24 hours to consent electronically to a full query.
In case of a refusal to consent to a limited of full query a driver will be removed from performing safety sensitive functions.

Part II

Policy and Procedure for Controlled Substances and Alcohol Use and Testing

Purpose: To establish procedures which ensure compliance with 49 CFR, Part 382: "Controlled Substances and Alcohol Use and Testing" and 49 CFR, Part 40: "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," and allow for the establishment of programs which will help prevent accidents and injuries resulting from the use of controlled substances and/or misuse of alcohol by Drivers of commercial motor vehicles.

Controlled Substances and Alcohol Testing Procedures: El Expreso Group LLC. will provide Alcohol Testing and Drug Testing, as directed by the U.S. Department of Transportation. These Drug and Alcohol Regulations apply to every person who operates a commercial motor vehicle (CMV) in interstate and intrastate commerce and who is subject to the commercial driver's license (CDL) requirement as defined in 49 CFR, Part 383.3 Definitions. El Expreso Group LLC. will require all such personnel to undergo urinalysis screening for controlled substances use and a breathalyzer test for alcohol misuse as required by 49 CCFR, Part 382. The urine specimen will be screened for marijuana, cocaine, amphetamines, opiates, and PCP only. The alcohol test will be screened for an alcohol concentration of 0.02 or greater.
Specimens believed to be altered or substituted will not be accepted.

A. The procedure for the Urinalysis Test is as follows:

1. Upon arrival at the collection site the Driver will be required to:
   - **a)** Present photo identification
   - **b)** Remove any unnecessary outer garments, such as a coat or jacket.
   - **c)** Leave all personal items, like a briefcase or purse, with the outer garments.
   - **d)** Wash and dry his/her hands, prior to, providing the sample.
   - **e)** Proceed to a private stall where the urine sample will be collected.
   - **f)** Urinate into a collection container(s), or a specimen bottle(s), capable of holding at least sixty (60) milligrams.
   - **g)** Hand the collection container(s), or a specimen bottle(s), to the collector, keeping it in view at all times, until it is sealed and labeled, including observing the specimen being split into two (2) separate specimen bottles.
   - **h)** Initial the identification label on both of the specimen containers to certify they are his/her specimens. Sign the chain-of-custody form.

2. Upon receipt of the urine specimen, the laboratory will perform a screening testing on the primary sample, and store the split specimen.
   a) If the test(s) is positive, the lab will perform a confirmatory test.
3. The laboratory will notify the Medical Review officer (MRO) of the results of the screening test and the confirmation test, if one was conducted.
   a) If the test(s) is negative, the MRO will record it as a negative in his records.
   b) If the screening test is positive, but the confirmation test is negative, the MRO will record it as a negative in his records.
   c) If both the screening test and the confirmation test are positive, the MRO will contact the Driver and interview him/her to ensure there is no medical explanation for positive findings.
4. The MRO will make a determination, based on the Driver's interview and the test results, as to whether this test should be reported as a positive or a negative. The Driver will be informed, during his interview with the MRO, of the disposition of the test and specific drug which was involved. It is important to note all drug test results are interpreted by the MRO and not by El Expreso Group LLC
5. The MRO will then notify only authorized personnel of El Expreso Group LLC with the test results, whether negative or positive.
6. A positive finding will immediately disqualify a Driver with El Expreso Group LLC.

7. The Driver has seventy-two (72) hours, from the time notified by the MRO the test is positive, to request a re-test on the split specimen. **The Driver is responsible for all costs associated with the testing of the split specimen.**
    a. If the Driver makes this request, the MRO will direct the laboratory, in writing to send the split specimen to another Department of Health and Human Health Services (DHHS) certified laboratory for analysis.
    b. If the Driver has not contracted the MRO within seventy-two (72) hours, but provides documentation to the MRO who finds the explanation for failing to make contact is legitimate, the MRO may order an analysis of the split specimen.
    c. If the analysis of the split sample or the re-analysis of the single sample does not confirm the presence of a drug, the MRO cancels the test and reports this to the carrier and the Driver.
    d. The MRO must provide El Expreso Group LLC with a signed, written notification of the test results, within three (3) days of the review.
    e. Carrier will notify the Driver of the disposition upon receipt of the results from the MRO.

B. The Procedure for the Breathalyzer Test is as follows:

1. Upon arrival at the collection site the Driver will be required to:
    a. Present photo identification
    b. Complete the Drivers section of the chain of custody form, immediately following the Breath Alcohol Technician's completion of his/her sections.
    c. Blow forcefully into a newly opened mouthpiece, which has been placed on the Evidential Breath Testing (EBT) Device, for at least six (6) seconds or until the EBT indicated an adequate amount of breath gas been obtained.
2. The Breath Alcohol Technician (BAT) will show the Driver the results of the screening test as it is displayed on the EBT device
    a. If the reading is less than 0.02, which is considered a negative result, the Driver will sign the certification and fill in the date on the form.
    b. If the reading is more than 0.02, a confirmation test will be performed, using a new mouthpiece on the EBT device, no sooner than fifteen (15) minutes, but within thirty (30) minutes, of the screening test.
3. The Breath Alcohol Technician (BAT) will show the Driver the results of the confirmation test as it is displayed on the EBT device.
    a. If the screening test and the confirmation test results are not the same, the confirmation test result is used.
    b. Readings less than 0.02 will be considered negative
    c. Reading greater than 0.02 will be considered positive by carrier and will immediately disqualify the Driver with El Expreso Group LLC
        i. The BAT will call carrier immediately to inform of the Driver's positive test result. Carrier will arrange for transportation for the Driver from the collection site. The Driver will be responsible for any cost associated with said transportation, which may be required as a result of a positive test. The Driver is not allowed, under any circumstances, to drive any vehicle owned or under lease to El Expreso Group LLC. after receiving a positive test result of 0.02 or higher.
4. The Driver and BAT sign the chain of custody form and distribute it as follow:
    a. Copy 1 (white) is forwarded to Tornado Bus, Inc. Attn: Safety Director
    b. Copy 2 (green) is given to the Driver. The Driver must present his copy of the chain of custody for to the Dispatcher prior to qualification if taking a pre-employment/pre-qualification Alcohol test, and prior to dispatch if taking a Random, Post-Accident or Reasonable Cause Alcohol test. No Driver will be qualified or dispatched after taking a Post-Accident or Reasonable Cause Alcohol test until the negative result is received by fax.
    c. Copy 3 (blue) is retained by the BAT. The BAT forwards the results of all test performed each day to the MRO.
5. The Driver and BAT sign the chain of custody form and distribute is as follows;
    a. Copy 1 (white) is forwarder to Tornado Bus Company, Inc. El Expreso Group LLC Attn: Safety Director
    b. Copy 2 (green) is given to the Driver. The Driver must present his copy of the chain of custody form to the Dispatcher prior to qualification if taking a pre-employment/pre-qualification Alcohol test, and prior to dispatch if taking a Random, Post-Accident or Reasonable Cause Alcohol test. No driver will be qualified or dispatched after taking a Post-Accident or Reasonable Cause Alcohol test until the negative result is received by fax.
    c. Copy 3 (blue) s retained by the BAT. The BAT forwards the results of all test preformed each day to the MRO.

Controlled Substances and Alcohol Prohibitions: The Department of Transportation bans the use of controlled substances by the Driver. Since alcohol is a legal substance, the Department of Transportation prohibitions for its use are closely tied to the performance of safety sensitive functions. A safety-sensitive function is defined as: just prior, during or immediately after, driving, inspecting, serving, unloading a motor vehicle.

A. The following are the Prohibitions of Controlled Substances:

1. A Driver may not report for duty or remain on duty or remain on duty while using any controlled substance. (Exception: if a physician has prescribed the substances and has advised the Driver the prescription does not interfere with his/her ability to safely operate a motor vehicle).
2. A Driver may not report for duty or remain on duty if he/she is under the influence of a controlled substance.
3. Driver will report the use of any therapeutic drugs to El Expreso Group LLC.
    i. If the Driver is taking a prescription or non-prescription medication in its prescribed manner, and has reported such use, he/she may still be considered qualified for service.
    ii. A Driver who is taking a therapeutic medication may be put out of service until the MRO is provided with a copy of the prescription, name of the prescribing physician, and a statement from the physician which describes the effects of the medications and indicated the medication will not affect the Driver's ability to safely operate a motor vehicle or prevent the Driver from performing his/her duties without risk or harm to himself/herself or to others.
    iii. If the Driver is taking a prescribed controlled substance belonging to another individual, it will be considered an illegal use of a controlled substance and the Driver will be disqualified by El Expreso Group LLC.
4. A Driver may not report for duty or remain on duty if tested positive for a controlled substance.
5. A Driver may not refuse to submit to controlled substance testing. A refusal will be treated as a positive result and the Driver will be disqualified by El Expreso Group LLC.

B. The Following are the prohibitions of Alcohol:

1. A driver may not report for duty or remain on duty while under the influence of alcohol or when tested, his/her alcohol concentration will not read 0.02 greater.
2. A driver may not report for duty or remain on duty if in possession of alcohol. This includes medication, food, or other products which contain alcohol, regardless of the alcohol content.
3. A driver may not report for duty or remain on duty if using alcohol.
4. A driver may not report for duty or remain on duty within four (4) hours or using alcohol. However, regardless of how long the Driver has gone without drinking he/she may not have an alcohol concentration of 0.02 or higher.
5. A driver who is involved in an accident shall not use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first.
6. A driver cannot refuse to submit to alcohol testing. A refusal will be treated as a positive result and the Driver will be disqualified by Tornado Bus Company, Inc.

Controlled Substance and Alcohol Required Test: El Expreso Group LLC. is required to test all drivers as defined by 49 CFR, Part 382 in accordance with 40 CFR, Parts 382 and 40 to determine the presence of controlled substances and/or alcohol in the following situations; Pre-qualification, Post-Accident; Random and Reasonable Suspicion.

A. Pre-Qualification: procedure are as follows:

1. The Driver will sign an Acknowledgment of Receipt of Drug and Alcohol testing policy prior to being tested under Tornado Bus Company, Inc's program.

2. Driver will authorize electronic consent for El Expreso Group LLC to request of full query from Drug and Alcohol Clearing House.

3. Carrier will request of all previous employers within the past three (3) year period a record of any controlled substance or alcohol test which had a positive result or any refusal to test.
    a. If any positive results are reported, an "Evaluation and/or Determination form by a Substance Abuse Professional (SAP) must also be obtained.
4. Carrier will fax or mail a copy of the Driver's signed "Consent for Release of Controlled and/or Alcohol Testing Results and Previous Work History Record. "Form to authorize the previous employer to release this information to Tornado Bus Company, Inc.
5. The Driver will then submit to a drug test immediately upon request.
6. The Driver will provide enough urine for a substance abuse test.
7. The collection site will forward the urine specimen to a designated laboratory approved by DOT and Tornado Bus Company, Inc.

8. The Driver may not be permitted to drive a Motor coach owned or leased to El Expreso Group LLC or perform any other safety-sensitive duties until the results of his or her drug screen tests are confirmed negative.

B. **Post-Accident;** when a Driver is involved in an accident where a life is lost or he/she is cited for a moving violation and there is injury treatment at the scene, or is cited for a moving violation and a vehicle has been disabled, the procedures will be a follows:

1. The Driver will submit urine for a drug test immediately following such an accident, but in no case later than thirty-two (32) hours after the accident.
2. The Driver will submit to an alcohol test immediately following such an accident, but in no case later than eight (8) hours after the accident.
3. The Driver will not use alcohol until post-accident testing is done; of for a period of eight (8) hours, whichever comes first.
4. The Driver will proceed to an authorized collection site as identified by El Expreso Group LLC.
5. The Driver will provide the necessary authorization for obtaining hospital reports, and other documents which would indicate whether there were any controlled substances in his/her system, in the event they are seriously injured and unable to provide a specimen at the time of the accident.

The Driver will proceed to the assigned collection site immediately after the accident. If the drug test cannot be done within thirty-two (32) hours of the accident, and/or the alcohol test cannot be done within eight (8) hours of the accident, they will not be done. An explanation will be written on the "Post-Accident Drug & Alcohol Testing Record. "Any driver willfully refusing to submit to a post-accident test will be terminated and future inquiries into the driver's record will reflect as a positive test.

C. **Random Testing;** Drivers will be randomly selected by computer for drug and alcohol testing from El Expreso Group LLC consortium's entire pool of Drivers. This ensures each Driver has an equal opportunity of being selected each time selections are made. A Driver is liable to be chosen randomly more than once during the calendar year. Tornado Bus Company's consortium will randomly select Drivers at a rate of fifty percent (50%) of its average driver force annually for substance abuse and at a rate of ten percent (25%) of its average driver force annually for alcohol misuse.

The Procedures for Random Testing for substance abuse and/or alcohol misuse will be as follows:

1. Carrier will notify its Driver's they have been selected for drug and/or alcohol test.
2. Carrier will notify and test each Driver, whose name appears on the "Confidential Random Drug and/or Alcohol Selection Notification Form. "At no time prior to official notification, is anyone knowledgeable of such random selection permitted to release the identities of the selected Drivers to anyone. The effectiveness of random testing will be compromised if this information is not kept confidential.
    a. All random tests will be unannounced.
    b. The Driver will immediately report to a collection site and provide enough urine for a drug test.
3. Carrier will notify the Driver of his selection to take an alcohol test prior to, during or immediately after the performance of a safety-sensitive function. The Driver will immediately report to the testing site upon notification.
4. Carrier will record and retain this information.

D. **Reasonable Suspicion Testing:** Drivers who appear to be in impaired condition on the job or to be under the influence of drugs or alcohol on the job will be asked by a carrier's trained representative to submit to a drug and/or alcohol test. The conduct need only be witnessed by one (1) trained company representative; however, if at all possible, two (2) trained company representatives should be involved in all cases of reasonable suspicion testing the Driver will be accompanied to the collection site by a Tornado Bus Company, Inc assigned representative.

The Procedures for Reasonable Suspicion Testing will be as follows:

1. The Driver will submit to a drug and/ or alcohol test immediately upon request.
2. The Driver will be transported to and from a designated collection site by a carrier representative and will not be dispatched again until the results are returned.
3. Upon arriving at the collection site, the collection site personnel will be advised the driver is there for reasonable cause testing.
4. The doctor will inquire as to whether there are other possible reasons for the driver being impaired (Some medical emergencies may resemble symptoms of drug and alcohol use.)
5. The Driver will provide enough urine for substances abuse test and/or enough breathe for an alcohol test.
6. The collection site will forward the urine specimen to designated laboratories approved by DOT and Tornado Bus Company, Inc.
7. The Tornado Bus Company, Inc. Representatives who witnessed the driver's conduct shall prepare and sign a "Reasonable Suspicion Testing Record" within two (2) hours

of observed behavior or before the results of the test are released, whichever one is earlier.

Controlled Substance and Alcohol Testing Confidential Record Keeping: El Expreso Group LLC receives the results of the controlled substances and alcohol tests over a secured web page, e-mail, fax. These results will be stored and kept locked in a secured location.

The procedure for release of Drug and Alcohol Test results:

A. The Driver will be verbally notified of pre-qualification test results by the MRO if positive, or by carrier representative if negative.
    1. Should the MRO need to speak with the Driver concerning the results of his pre-qualification drug test, El Expreso Group LLC. will make a reasonable effort to contact the driver and will ask him to call the MRO immediately.
        a. If contact with the Driver does not occur the MRO'S request to speak with him, carrier will notify the MRO our attempts were unsuccessful.
        b. If contact with the Driver does not occur, the MRO will be notified of the date and time of notification of carrier.

B. The Driver will be notified by the MRO of positive test results from a Random, Reasonable Cause or Post-Accident test for controlled substances and/or alcohol test.
C. If the driver wishes to obtain a physical copy of his/her drug and/or alcohol test results(s), he/she must submit his/her request in writing to carrier within thirty (30) days of his/her results notification date. El Expreso Group LLC. will provide the requested copies within thirty (30) days of receipt of the request, provided the following information is in the driver's request;
    1. Driver's name, Social Security Number, Address and Phone Number.
    2. Date of employment/qualification and date of termination/disqualification.
    3. What copies of test results and/or records are being requested?
    4. Who is to receive the copies of the results?
        a. Name
        b. Address
        c. Phone and fax number
    5. Driver's statement of consent to release copies of the test results.
    6. Driver's signature and the current date.
D. The Driver must sign a "Consent for Release of Controlled Substance and Alcohol Test Results and previous work history record" form prior to qualification which will enable El Expreso Group LLC. to receive his/her record of results for drug and alcohol test from previous employers.

Consequences for Drivers Engaging in Substance Abuse or Alcohol Misuse Conduct: Drivers suspected of violating the controlled substances and/or prohibition will be required to submit to Reasonable Suspicion Testing. Drivers testing positive for controlled substances and/or within an alcohol concentration of 0.02 – 0.04 or greater will;

a. Not to be allowed to perform safety-sensitive functions.
b. Be disqualified as a driver for El Expreso Group LLC
c. Be ineligible for re-hire or re-qualification in the future.

Substance Abuse and Alcohol Misuse Training and Referrals for Treatment: All managers and others who supervise the Drivers at El Expreso Group LLC. will receive training to determine whether reasonable suspicion exists to require a Driver to undergo Substance Abuse and/or Alcohol Testing. The training will consist of at least one (1) hour on substance abuse and at least one (1) hour on substance abuse and at least one (1) hour on alcohol misuse. The Training will enable the Manager, and/or others who supervise the Driver's to detect abuse through observations of physical, behavioral, speech and performance indicators.

All drivers and El Expreso Group LLC's supervisors will receive a copy of this manual on Substance Abuse and Alcohol misuse and how it affects their body and job performance.

If the Driver has or has not violated drug or alcohol prohibitions and would like assistance, El Expreso Group LLC will confidentially provide him/her with the names and phone numbers of Substance Abuse Professionals who can help them. However, El Expreso Group LLC will not assume the cost of the evaluation or rehabilitation.

Any Driver, who tests positive for controlled substances, or test 0.04 or higher on an alcohol test, must be evaluated by a Substance Abuse Professional (SAP) before operating a commercial motor vehicle in the future. El Expreso Group LLC will provide the names and phone numbers of a Substance Abuse Professional (SAP) who can assist with their problem. However, Tornado Bus Company, Inc. will not assume the cost or rehabilitation.

Any Driver, who tests positive for controlled substances, or test 0.02 or higher for alcohol misuse, will immediately and permanently be disqualified to driver for Tornado Bus Company, Inc.

Part III

Effects of Drugs and Alcohol on the Body

Marijuana

Marijuana alters sense of time and reduces the ability to perform tasks requiring concentration, swift reactions, and coordination. The drug has a significant effect on judgment, caution, and sensory/motor abilities.

Other effects of Marijuana are:

- Driving ability impaired for at least 4-6 hours after smoking one "joint" (cigarette)
- Restlessness
- Inability to concentrate
- Increased pulse rate and blood pressure
- Rapidly changing emotions and erratic behavior
- Altered sense of identity
- Impaired Memory
- Dulling of attention
- Hallucinations, fantasies and paranoia
- Reduction or temporary loss of fertility

What you might see:

- Bloodshot Eyes
- Muscular tremors (involuntary quivering)
- Impaired and distance perception
- Short attention span
- Disoriented behavior
- Unable to divide attention

Cocaine

Cocaine is a stimulant drug, increasing heart rate and blood pressure. As a powder, cocaine is inhaled, ingested, or injected. Cocaine is also used as free-base cocaine knows as "crack" which is smoked. Many people think because crack is smoked, it is safer than other forms of cocaine use, it is not. Crack cocaine is one of the most addictive substances known today. The crack "high" is reached in 4-6 seconds and lasts about 15 minutes. The most dangerous effects of crack are vomiting, rapid heartbeat, tremors and convulsive movements. All of this muscle activity increases the demand for oxygen, which can result in cocaine-induced heart attack. Since the heat regulating center in the brain is also disrupted, dangerously high body temperatures can occur. With high doses, brain functioning, breathing and heart beat are depressed-leading to death.

Other effects of Cocaine are:

- A "rush" of pleasurable sensations
- Heightened but momentary, feeling of confidence, strength and endurance
- Accelerated pulse, blood pressure and respiration
- Impaired driving ability
- Paranoia can trigger mental disorders in users prone to mental instability.
- Repeated sniffing/snorting cause's irritation of the nostrils and nasal membrane
- Mood swings
- Anxiety
- Reduced sense of humor
- Compulsive behavior such as teeth grinding or repeated hand washing

What you might see:

- Uncontrolled talkativeness
- Difficult in focusing the eyes
- Extremely excitable behavior
- Dilated pupils
- Sniffles and/or runny nose
- Body tremors
- Teeth grinding
- Distorted thinking

Amphetamines

Amphetamines are drugs which stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general physical activity. People with a history of sustained low-dose use quite often become dependent and believe they need the drug to get by. The users frequently keep taking amphetamines to avoid the "down" mood they experience when the "high" wears off. Even small, infrequent doses can produce toxic effects in some people. Restlessness, anxiety, mood swings, panic, heart disturbances, paranoid thoughts, hallucinations, convulsions, and coma have been reported. Long-term users often have acne resembling measles, trouble with their teeth, gums and nails, and dry, dull hair. Heavy, frequent doses can produce brain damage resulting in speech disturbances.

Other effects of Amphetamines are:

- Loss of appetite
- Irritability, anxiety, apprehension
- Increased heart rate and blood pressure
- Difficulty in focusing eyes
- Distorted thinking
- Perspiration, headaches and dizziness
- Short term insomnia

What you might see:

- Dilated pupils
- Distorted thinking
- Exaggerated reflexes
- Hallucinations
- Repetitive Bizarre Behavior
- Jaw grinding
- Anorexia
- Loss of coordination
- Physical Collapse

Important note: Physical exertion increases the hazards of stimulants because these drugs already increase heart rate and blood pressure. Fatalities have been reported among athletes who have taken even moderate amounts of stimulants.

Opiates

Opiates, including heroin, morphine, and codeine are narcotics used to relieve pain and induce sleep. Heroin accounts for 90% of the narcotic abuse in this country. Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal, and cannot even be obtained with a physician's prescription. Most medical problems are caused by the uncertain dosage level, use of non-sterile needles, contamination of the drug, or combination of a narcotic with other drugs. These dangers depend on the specific drug, its sources and the way it is used.

Other effects of Opiates are:

- Short-lived state of euphoria
- Impaired driving ability
- Drowsiness followed by sleep
- Constipation

- Decreased physical activity
- Reduced vision
- Change in sleeping habits
- Possible death

What you might see:

- Constricted pupils
- Droopy eyelids
- Dry mouth
- Low raspy speech
- Depressed reflexes
- Poor condition

Phencyclidine (PCP)

PCP was developed as a surgical anesthetic in the late 1950's. Later, due to its side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer. Today it has no lawful use and is no longer legally manufactured. It is a very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by the erratic and unpredictable behavior produced by the drug than from the drug's direct effect on the body.

PCP scrambles the brain's internal stimuli and alters how user's see and deal with their environment. Routine activates like driving and walking become very difficult. Low doses produce a rush, sometimes associated with feeling of numbness. Increased does produce an excited, confused state including and of the following; muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions.

- Extreme agitation
- Drowsiness
- Perspiration
- Repetitive speech patterns
- Incomplete verbal responses
- Blank stare

What you might see:

- Impaired driving ability
- Thick, slurred speech
- Poor coordination
- Violent, combative behavior
- Behavior recurring in cycles
- Involuntary eye movement

Alcohol

Alcohol, a central nervous system depressant, is the most widely abused drug. About half of all auto accident fatalities in this country are related to alcohol abuse. A 12 ounce can of beer; a 5 ounce glass of wine and a 1 ounce shot of hard liquor all contain the same amount of alcohol. Coffee, cold showers and exercise do not quicken sobriety. Each one-half ounce of alcohol takes the average body about one hour to process and eliminate.

Alcohol first acts on those parts of the brain which affect self-control and other learned behaviors. Low Self-Control often leads to the aggressive behavior associated with some people who drink. In large dose, alcohol can dull sensation and impair muscular coordination, memory, and judgment. Taken in large quantities over a long period of time alcohol can damage the liver and can cause permanent brain damage. On the average, heavy drinkers shorten their life span by about ten years.

Other effects of Alcohol are:

- Greatly impaired driving ability
- Reduced coordination and reflex action
- Impaired vision and judgment
- Inability to divide attention
- Lowering of inhibitions
- Overindulgence (hangover) can cause:

- Headaches
- Nausea
- Dehydration
- Unclear thinking
- Unsettled digestion
- Aching muscles

What you might see:

- Slurred speech
- Bloodshot, watery eyes
- Poor balance
- Odor on breath
- Involuntary, sudden movement of eyes

Part IV

Definitions Related to Substance Abuse and Alcohol Testing

ALCOHOL

Intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol

ALCOHOL CONCENTRATION (or CONTENT)

Alcohol in a volume of breath as indicated by an evidential breath test.

ALCOHOL USE

Consumption of any beverage, mixture, or preparation (including medications), containing alcohol.

BREATHE ALCOHOL TECHNICIAN (BAT)

An individual who instructs and assists individuals in the alcohol testing process and operates and evidential breath testing (EBT) device.

COLLECTION CONTAINER

A container into which the employee urinates to provide a sample for a drug test.

COLLECTION SITE

A place designated by Tornado Bus Company, Inc. where individuals present themselves to provide a urine specimen to be analyzed for the presence of drugs.

COLLECTION SITE PERSON

A person who instructs and assists individuals at a collection site and who receives and makes a screening examination of the urine specimen provided by those individuals.

COMMERCIAL MOTOR VEHICLE (CMV)

A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle.

a. Has a gross combination weight rating of 26,001 pounds over, including a towed unit with a gross vehicle weight rating of over 10,000 pounds; or
b. Has a gross vehicle weight rating of 26,001 pounds or over; or

c. Is designed to transport 15 or more passengers (including the Drivers); or
d. Is of any size and is used in the transportation of materials found to be hazardous for the purpose of the hazardous Materials Transportation Act and which require the motor vehicle to be place carded under the Hazardous Materials Regulations (CFR 49, Part 172, subpart M)

CONFIRMATION TEST

In alcohol testing: a second test, following a screening test with a result of 0.02 or greater, provides quantitative data of alcohol concentration.

In controlled substances testing: a second test to identify the presence of a specific drug or metabolite. In order to ensure reliability and accuracy this test is separate from and uses a different technique and chemical principle from the screening test.

NOTE: gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines and phencyclidine (PCP).

CONTROLLED SUBSTANCES

For the purpose of this regulation, the terms "drugs" and controlled substances" are interchangeable and have the same meaning. Unless otherwise specified, these terms refer to:

- Marijuana (THC)
- Cocaine
- Opiates
- Phencyclidine (PCP)
- Amphetamines, including methamphetamine

DRIVER

Any person who performs a Safety-Sensitive Function as defined in CFR 49, Part 395

NOTE: For pre-qualified/pre-duty testing only, the term Driver includes a person applying as an employee, or applying to provide services as an Independent Contractor, or the employee of an Independent Contractor, to El Expreso Group LLC These policies and procedures are promulgated to ensure public relationship with persons otherwise under contract with Tornado Bus Company, Inc. or employees of contractors to El Expreso Group LLC.

EVIDENTAL BREATH TESTING (EBT) DEVICE

A device used for alcohol breath testing which has been approved by the National Highway Safety Administration and placed on their Conforming Products List (CPL) of Evidential Breath Measurement Devices.

MEDICAL REVIEW OFFICER (MRO)

A license physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by El Expreso Group LLC drug testing program. The MRO must have knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's confirmed positive test, medical history and other relevant biomedical information.

PERFORMING (A SAFETY-SENSITIVE FUNCTION)

A driver is considered to be performing a safety-sensitive function when he/she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

REFUSAL TO SUBMIT (TO AN ALCOHOL OR CONTROLLED SUBSTANCES TEST)

An employee:

a. Fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing in accordance with the provisions of CFR 49, Section 382.211 or
b. Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he/she has received notice of the requirement for urine testing in accordance with the provisions of this part, or
c. Engages in conduct which clearly obstructs the testing process.

SAFETY-SENSITIVE FUNCTION

On-duty functions set forth in 49 CFR, Section 395.2 are defined as; just prior, during or immediately after, driving, inspecting, servicing, unloading or loading a motor vehicle, and includes the following times and/or activities.

- At a carrier or shipper plant, terminal, facility, or any public property, waiting to be dispatched.
- Inspecting equipment as required by 49 CFR, Section 392.7 and 8.
- Driving a commercial motor vehicle
- At the driving controls of a commercial motor vehicle (CMV) except when resting in a sleeper berth
- Supervising or assisting in loading or unloading a vehicle, attending a vehicle being loaded or unloaded.
- Remaining in readiness to operate a vehicle
- When giving or receiving a receipts for shipments loaded or unloaded
- Performing the Driver requirement of CFR 49, Sections 392.40 and .41, Driving Motor Vehicles relating to accidents
- Repairing obtaining assistance, or remaining in attendance upon a disable vehicle

SCREENING TEST (INITIAL TEST)

Alcohol testing is a procedure to determine if a prohibited concentration of alcohol is in the system.

Controlled substance testing is a screen to eliminate "negative" urine specimens from further consideration

SUBSTANCE ABUSE

Refers to patterns of use which result in health consequences or impairment in social, psychological, and occupational functioning. The use of any controlled substances or alcohol which could or does impair the Driver's ability to perform safety sensitive functions or places the Driver in violation with CFR 49, Part 382 or carrier policies.

SUBSTANCE ABUSE PROFESSIONAL

A license physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker; employee, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

Part V

Where Can A Driver Go For Help?

If, for any reason you would like information or assistance on alcohol or drug issues, you may contact your safety officers El Expreso Group LLC

Although El Expreso Group LLC is not required to pay for rehabilitation or to hold a job open for you, we will provide the names and phone numbers of Professional Substance Abuse professionals who can help you with your problems.

El Expreso Group LLC

8630 East RL Thornton Fwy, Dallas, TX 75228

Drug & Alcohol Policy Acknowledgment

I _____ hereby acknowledge that I have received a copy of El Expreso Groups's Drug & Alcohol Policy and I have read and fully understand it contents, and that I understand that I am subject to all the rules that are listed herein. I also understand that nothing contained in this policy guarantees or entitles me to employment or and employment contract and I remain at-will employee terminable for cause or no cause. Furthermore, I understand this policy can be altered, modified, changed, cancelled or interpreted by El Expreso Group LLC in accordance with its needs and/ or any applicable regulations. It is the intent of both parties that these policies be interpreted under the laws of the State of Texas.

Employee Name: _____

Employee Signature: _____

Date: _____

Human Resource Rep. Signature: _____

Date: _____

Driver Code of Conduct

The management of El Expreso Group LLC is committed to providing employees with a safe and healthy workplace. It is the policy of this company that employees report unsafe conditions and do not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries, and unsafe conditions to their supervisors. Such reports will not result in retaliation, penalty, or other disincentive.

We welcome Employee recommendations to improve safety and health conditions. Any recommendations will be given thorough consideration by our management team. Similarly, management will take disciplinary action against an employee who willfully or repeatedly violates workplace safety rules and policies. This action may include verbal or written reprimands and may result in termination of employment.

It is the responsibility of each employee to become familiar with, and to comply with the rules, regulations, and special instructions of the Company.

ARTICLE 1

Recognition:

All full-time and part-time Drivers employed by El Expreso Group

In addition to this Driver Code of Conduct, each Employee acknowledges that the Employee has received and reviewed the Employee Handbook. The policies and guidelines stated in the El Expreso Group Employee Handbook are incorporated herein by reference. If the provisions of the Handbook and this Code of Conduct are not the same, this Code of Conduct, or as amended, shall supersede the Handbook.

ARTICLE 2

Daily Work Assignments:

A. The Dispatch Manager WILL DETERMINE ALL WORK ASSIGNMENTS.

B. If a driver has a medical condition that would limit their availability to certain areas, it is the responsibility of the driver to provide documentation from medical authorities to substantiate such a condition. Any prescribed medication should be cleared by the Safety Director, Carlos Matamoros.

ARTICLE 3

Management Rights:

(1) Nothing contained in this policy is to be construed as a limitation on the right of the Company to exercise the normal, regular, and customary functions of the Company including, but not limited to, itemsof the following nature:

a. The right to hire, direct, and lay off employees.

b. The right, to discipline and discharge employees, in the event such action is required.

c. The Company shall have the right to establish and maintain reasonable standards of operation, performance, and guidance of employees to provide adequate service and courteous treatment of its passengers, and its customers, as are necessary in the public interest and compatible with the Company's policies, and its obligations to the public.

(2) The Company shall have the right to maintain discipline and require observance by employees of the Company's procedures of the following nature:

a. Those with respect to conduct, work performance, fare tickets, transfer issuance, fare collections, cash, passes, package express, waybills, cash in procedures, credit cards, passenger baggage handling, and the care and use of equipment.

b. Those with respect to the full and accurate completion of all Company, regulatory, and/or statutory forms, reports, and records.

c. The right to publish and maintain a book setting forth the Company policies in respect to general rules, regulations, procedures, and systems applicable to the Company's operations, including- the issuance of supplementary bulletins, revisions, instructions, and orders from time totime for direction and guidance to employees in the proper and efficient performance of the duties and obligations incident and necessary to the job for which they are compensated.

(3) Any right reserved to the Company herein shall be exercised with due regard for the rights of the employee as outlined in this policy, and provided further, those Company rights will not be used for the purpose of discrimination against any employees or for the purpose of invalidating any contract provision.

(4) The way all runs, or jobs are operated is strictly the business of the Company. TheCompany shall have the right to change any run.

(5) The Company shall have the right to bid job as it sees fit regarding, but not limited to, the domicile of its runs, operating times, distances, route, day or days operated, days off, number of employees required to operate a run, or if a run will be operated at all.

(6) The Employer may carry out, in addition, the ordinary and customary functions of management.

(7) The provisions of the Driver Code of Conduct do not prohibit the Employer from directing any person not covered by this from performing any task. The Employer, therefore, has the right to schedule its management and supervisory personnel at any time. The selection of supervisory personnel shall be the

sole responsibility of the Employer and shall not be subject to the grievance and arbitration provisions of this Agreement.

(8) The foregoing statements of the rights of management and of Employer functions are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in (8) management and shall not be construed in any way to exclude other Employer functions not specifically enumerated.

(9) All the rights, powers, discretion, authority, and prerogatives possessed by the Employer prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Employer.

(10) It is understood and agreed that the management rights specified herein, except those rights expressly abridged or limited by a specific provision of this policy, may not be impaired or limited by any other means except by mutual written agreement of the parties.

(11) The exercise or non-exercise of rights hereby retained by the Employer shall not be deemed to waive such rights or the right to exercise them in some other way in the future.

(12) Failure to properly update duty of status on AOBRD.

ARTICLE 4

Discharge or Suspension:

The Company can terminate or discharge any employee with or without cause and for any reason including, but not limited to: insubordination, dishonesty, drunkenness, or being under the influence of a controlled substance, performing an act or behaving in such a way proven to cause the loss of a customer or recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers while on the job, intentionally putting the risk or danger of the life of a customer, employee or pedestrian, the willful abuse of destruction to the Company property or failure to report an accident. The foregoing is listed as examples and do not preclude discharge, suspension, or termination.

Management is encouraged to issue reprimands, written warning notice and/or disciplinary action no later than ten (10) day after the occurrence or a reasonable time as circumstances permit. When the driver is out on extended trip, action will be given within (15) days of their return to town.

When discipline is issued, employees will be given written notice specifying the charge(s) and penalty by hand delivery with signed acknowledgement of receipt, e-mail, or U.S. Mail postmarked within contractual time limits. [e-mail?]

The Company may issue discipline for violations that do not result in immediate discharge. The Company will use the Disciplinary report when documenting all discipline (See Appendix A).

The progressive discipline process is intended to save employees, encouraging employees to respond positively to discipline by complying with Company policies. Therefore, where an employee has not

received any discipline during a 12-month period following his last disciplinary action, that last action will be reduced to a lesser disciplinary step. For example, if an employee received a 3-day suspension, and then received no further discipline twelve months after his suspension, his suspension will be reduced to a written warning. If the employee thereafter works for twelve months without any discipline, his written warning will be reduced to a verbal warning. If the employee works another twelve months without discipline, his verbal warning will be extinguished. Notwithstanding the above, infractions including. safety-related activities (i.e., speeding violations, chargeable accidents (only preventable accidents will be charged against a driver's record), e-log violations, damage to property, personal injury, and use of alcohol or illegal substances) will remain indefinitely as a basis for any subsequent safety –related infraction future discipline. Employees held out of service at the Company's direction will be compensated for the time they are held out of service except as follows:

- Employees who are suspended or discharged because of misconduct that resulted in their removal from service will not be compensated for their out of service time.

ARTICLE 5

The Action Listed Below Will Result in the Following:

First Offense ..... Verbal Warning

Second Offense ..... Written Warning and Training

Third Offense ---------- Written Warning with Suspension, not to exceed three (3) days without pay.

Fourth Offense ..... Termination

1. Offensive Personal Hygiene
2. Not wearing the assigned uniform
3. No name badge.
4. Failure to maintain a reasonable and neat appearance.
5. Leaving a bus unattended with exit door closed
6. Allowing passengers or coworkers to stand on the bus steps while driving vehicle.
7. Discourteous to any coach passenger, co-worker, the driving public, or to pedestrians
8. Failure to safely pick up passengers at designated stops or to discharge on request, along a Route provided.
9. Failure to make Proper announcements and Failure to Give Passengers Proper and Correct Information.
10. Running Ahead of Schedule or Behind on purpose
11. Failure to make all scheduled stops or obey stops instructed by the Dispatch Department.
12. Fail to work baggage properly (luggage ticketing or not assisting passenger; for safety purposes, passengers are not allowed near luggage compartments)

13. Failure to notify the Company four (4) hours before signing on if you are unable to perform your run.
14. Failure to Read bulletin Board and Special Notices.
15. Reporting to work late. Drivers shall be ready and presentable 1 hour prior to their trip.
16. Failure to fill out all the required paperwork. (Pre-Trip/Post-Trip, Line Mileage/Trip Mileage/Drivers Log. These reports MUST be turned in immediately upon returning to Home Terminal Following all Line Runs.
17. Failure to notify Company of work Injury.
18. Occupying a seat on a Motor Coach, to the exclusion of a paying passenger. (No luggage)
19. All drivers must maintain a phone number where they can be reached immediately.
20. Excessive Absenteeism: Defined as missing more than one (1) assignment per month without a Doctors Excuse or confirmed personal Emergency.
21. Failure of a driver keeping his work area clean by picking up all trash from his/her Coach after each run.
22. Failure to fuel the Coach when needed.
23. Arriving at the terminal with less than ½ a tank of fuel
24. Failure to stand by bus exit door when loading and unloading passengers safely.

ARTICLE 6

THREE (3) VIOLATIONS IN ANY OF THE FOLLOWING AREAS, WITHIN A TWENTY-FOUR (24) MONTH PERIOD, WILL RESULT IN TERMINATION:

The Action Listed Below Will Result in the Following:

First Offense..... Written Warning and Training

Second Offense ---------- Second Written Warning with a Three (3) Day suspension without pay, training with the Safety Department.

Third Offense..... Termination

(1) Citations or Violations of D.O.T. and FMCSA Regulations. Please note that if a Speeding violation over 15 mph appears on the MVR, Insurance company can decide not to insure Operator, at that point the Company will have no choice but to terminate Operator's employment.
(2) Failure to report any accident, traffic violations, or loss of your driver's license to the Safety. Department within 24 hours.
(3) Parking Coach without setting Emergency Breaks, without turning off all lights and auxiliary equipment and without closing the service door and turning the engine off.
(4) Failure to use a seat belt.
(5) Failure to keep AOBRD/ELD instruction cab card.
(6) Failure to keep a blank logbook.

(7) Failure to operate AOBRD/ELD during a roadside inspection.
(8) Failure to record correct information in AOBRD/ELD system after second time.
(9) Failure to report to any assignments or regular run
(10) Refusal to accept a legitimate assignment.
(11) Reckless Driving as defined under state and local law.
    a. Failure to take proper precautions in making turns, and improper turns.
    b. Failure to obey Traffic Signs and Signals.
    c. Failure to make proper stops at all railroad crossing (in operation or OOS)
    d. Following other vehicles too closely.
    e. Failure to yield right of way.
    f. Failure to exercise caution under hazardous conditions.
(12) Failure to attend scheduled safety meetings.
(13) Failure to perform or complete the Driver Vehicle Inspection reports after second time.
(14) Failure to obtain trip authorization from Dispatch upon departure and obey instructions written on the form.
(15) Leaving any passengers at any assigned stop or location
(16) Failure to submit a medical release document from an official Doctor after being ill or injured.
(17) Dash Cam alerts due to unsafe driving.

ARTICLE 7

THREE (3) VIOLATIONS IN ANY OF THE FOLLOWING AREAS, WITHIN A TWENTY-FOUR (24) MONTH PERIOD, WILL ALSO RESULT IN TERMINATION:

The Action Listed Below Will Result in the Following:

First Offense..... Written Warning, training, 3- day suspension.

Second Offense..... Termination

(1) Using a handheld cell phone or electronic device while driving.
(2) Texting while driving
(3) Failure to keep copies of their logbooks and supporting documentation, trip assignments, and previously provided trip schedules when ELD not in service.
(4) Driving inside the terminal over 5 mph
(5) Willfully carrying unauthorized passengers.
(6) Making an unauthorized stop except in emergency situations with notice to the Company.
(7) Failure to report or record hours worked at any outside employment that impacts hours of service requirements or notify the Company of any outside employment that involves competitive employment.

ARTICLE 8

THE FOLLOWING OFFENSES WILL RESULT IN IMMEDIATE DISCHARGE

(1) Failure to keep the following documentation accurate (CDL, Medical Certificate, Waiver)
(2) Falsifying logbook/ Hours of Service or any other documents
(3) Failure to maintain a clean MVR.
(4) Two preventable accidents after full investigation. (Depending on severity of accident termination might apply after one.)
(5) Posting on social media or sharing pictures and information about a company vehicle accident or customer injury.
(6) Possession of a radar detector in a commercial motor vehicle is a direct violation of federal law.
(7) Giving false or misleading information to the company, federal, state, or local representatives orauthorities.
(8) Abusive or profane language involving provocative, profanity, a racial epithet, or harassment (including sexual harassment) directed at a customer, a Company employee or third party while on duty or on Company property.
(9) Workplace violence, including the physical assault of a customer or of other employee(s) while on duty or on Company property.
(10) Driving Company Vehicles without Authorization.
(11) Driving a bus/van after vehicle or driver has been placed out of service during a roadside inspection.
(12) Abandonment of Route. Drivers who abandon their buses during a trip will have their pay garnished to cover expenses incurred by Tornado Bus Company to recover abandoned vehicles.
(13) Evidence of possession and/or consumption of intoxicating beverages, narcotics, amphetamines, barbiturates, marijuana, hallucinogenic or controlled substance as defined by any state or federal law while on duty, on Company property (dorms/hotel) or operating Company equipment.
(14) Failing to provide consent for a limited and/or full query on the Drug and Alcohol Clearinghouse.
(15) Possession of a weapon on Company property or premises or while on duty. A "weapon" is. defined to include a gun, firearm, knife, club, or other instrument used for fighting or hunting. For purposes of this subsection, "company property or premises" specifically includes any. Company bus or other vehicle, bus terminal, bus garage, hotel, employee, or customer parking lot.
(16) Failure to report an accident of any nature regardless of who is at fault
(17) Smoking while operating or on a motor coach
(18) Failure to submit to a sobriety test or a test to determine drug usage upon request if the employee appears to be or is suspected of being under such influence. For reasonable suspicion testing that results in a negative result (employee not found to be under the influence of drugs or alcohol), an employee will be compensated at his or her regular rate of pay for the period from the date the employee is removed from duty until the test results are reported.
(19) Willful abuse or the destruction of any Company Property or equipment
(20) Driving any company vehicle without a valid driver license or when a license is suspended, or an invalid D.O.T. physical card.
(21) Failing to turn in company money at the conclusion of an assignment to their manager.

(22) Solicitation of customers and passengers for tips, gratuity, etc.

(23) Vilification of the company to the public by statement (oral or written that damages the reputation of the company or causes loss of revenue)

(24) Unauthorized use of the company equipment

(25) Competing with the company in any aspect of its business

(26) Recklessness resulting in a serious chargeable accident may result in suspension pending investigation. If the driver is exonerated from fault, he/she will be reinstated. If the driver is found at fault, the first offense will result in that driver being terminated.

(27) Intentionally leaving any passengers at any assigned stop or location

(28) Gross insubordination toward any customer, client, fellow employee, supervisor, or Management

(29) Insubordination, defined as the knowing and willful disregard of a clearly given order, instruction or directive that is reasonable and work-related and given by a Company superior, manager or supervisor with appropriate authority.

(30) Absence for three (3) successive working days without notification unless unable to provide notice due to incapacity.

(31) Drinking an intoxicating beverage(s) or taking narcotic(s) prior to reporting for duty where employee's condition is such that it may affect the proper performance of his duties and/or within nine (10) hours of the beginning of the employee's work shift or schedule.

(32) Theft

(33) Dishonesty (including falsification of records, except as otherwise may be provided in this Agreement).

(34) Minor cargo damage resulting from careless handling or neglect on two (2) or more occasions.

(35) Smuggling of property, contraband or passengers with knowledge or notice of the activity.

(36) Speeding Violation conviction of over 15 mph posted on the MVR, <u>If Insurance company decides not to insure Operator, at that point the Company will have no choice but to terminate Operator's employment</u>

ARTICLE 9

All Company Bus Operators are to comply with the company's dress code policy. Slacks need to be gray, white dress shirts, dark colored socks, black or brown casual shoes, and tie. El Expreso Group LLC will provide Bus Operator with two ties and four dress shirts, therefore; the driver is responsible for purchasing extras if needed. One suit jacket will be provided. Pointy Boots, high heels, open shoes, or hats are not permitted when operating a motor coach. Solid gray, blue or black sweaters and vests are permitted, NAME BADGE MUST BE VISIBLE. Male Bus Operators are prohibited from wearing Loop and stud earrings. Stud earrings and hair longer than 2" are only permitted for females. Facial piercings are prohibited. Only classic makeup is permitted for females. Natural colored hair such as blond, black, black, natural red, and gray are allowed other colors are prohibited. Company uniforms are not to be worn when working a second job. If an employee has a concern with this article, he/she must contact the H.R Department.

ARTICLE 10

Prohibited items on board: for passengers' safety, the following items are prohibited.

(1) Sharp Objects (only in baggage that will be in the underneath luggage compartment)
(2) Guns & Firearms
(3) Explosive & Flammable Materials, Disabling Chemicals & Other Dangerous Items
(4) Paint Thinner
(5) Liquid Bleach
(6) Spill able batteries
(7) Lighter Fluid
(8) Gasoline

ARTICLE 11

Examinations and Identification:

All company employees shall promptly comply with physical, or any other examinations required by a government body, or by the company. All random drug testing must be done as soon as you are informed to take one. The company will require all employees to carry personal identification badges, which must always be used while on duty or while on company property.

ARTICLE 12

Defective equipment and Dangerous Conditions of Work:

No employee shall be compelled to drive or work with equipment that is not mechanically sound and properly equipped to conform to all applicable city, state, and federal regulations. When equipment is believed to be defective, it will be checked by a qualified mechanic who shall report his/her findings to the company for the equipment to be repaired or replaced. The decision to repair or replace parts and/or equipment shall be made by the company.

Any employee involved in an accident, whether there is physical injury or damage, shall immediately report said accident and any physical injury sustained. That employee shall complete an accident report, in writing, on forms furnished by the company which are located inside the bus or safetydepartment. If applicable, the employee shall turn in all available names and addresses of any witnesses to the accident. Failure to comply with this provision may cause the employee to be subject to termination. As indicated on Social Media Company Policy, Driver is prohibited from sharing any picturesor information regarding any accident. Any employee involved in recordable accident that is subject to a post-accident drug and alcohol testing shall submit to testing within the time requirements stated under FMCSA regulations. Employees shall promptly report to the company, in writing, all known defects in equipment. The report on equipment shall be turned in daily whether there are any known defects to report. The company shall supply forms for such reports (pre-trip and post-trip forms).

ARTICLE 13

Equal Employment Opportunity

El Expreso LLC provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. In addition to federal lawrequirements, Tornado Bus Company complies with applicable state and local laws governing nondiscrimination in employment in every location in which the Company has facilities. This policy appliesto all terms and conditions of employment including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

El Expreso Group LLC expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of El Expreso LLC's employees to perform their job duties may result in discipline, up to and including termination of employment.

Non-Discrimination:

There will be no discrimination in hiring, promotion, or other aspects of employment because of race, creed, color, religion, national origin, age, sex, or disability.

APPENDIX

1) Hotel/dorm rooms that are paid by the company:

a) Two drivers will occupy a room if the drivers are of the same sex. When the drivers are not of the same sex, separate rooms will be provided.
b) All company rooms will be considered non-smoking and alcohol beverages are prohibited.
c) Only drivers are authorized in the hotel room or dorms.
d) Be respectful of your co-drivers by allowing them to rest without any distractions.

2) All drivers will work in accordance with D.O.T, LOCAL, STATE, FEDERAL LAWS, and all company Rules Regulations.

3) When a co-driver is resting in the sleeper berth, please be courteous and maintain the audio volume down. Co- Driver must be conscious that the driver in the sleeper berth is resting, and smooth maneuverswill be necessary.

4) Preaching one's faith to other employees or customers or trying to convert them can fall under the umbrella of religious harassment, especially if it interferes with their trip or work performance. Though Tornado Bus Co. abides by Title VII of the Civil Rights Act of 1964 we ask that you are careful with this sensitive subject to avoid legal issues.

5) Any employee requests for days off must be made at least fourteen (14) days in advance to the Employee's direct supervisors and approved by the supervisor through the company's web-based system. prior to taking the time off.

This employee manual is to establish guidance in the daily operations and expectations of the company and its employees. THIS IS NOT A CONTRACT BETWEEN EL EXPRESO GROUP LLC AND ITS EMPLOYEES. This Employee Manual can be changed or eliminated at any time at the sole discretion of the company.

Driver Code of Conduct

I_____hereby acknowledge that I have received a copy of the El Expreso Group LLC "Drivers Code of Conduct" and that I have read and fully understand its contents. I understand that I am subject to all the rules that are listed herein and that this Driver Code ofConduct in no way constitutes a contract for employment or otherwise. Further, I understand I can terminate or be terminated from my employment for cause or no cause and for any reason or no reasonat any time.

_____ _____

Employee Signature Date

_____

Human Resources Representative Name

_____ _____

Human Resources Representative Signature Date

Shared Hotel Room/Dorm Policy for Drivers

Effective Date: November 24, 2025 Approved by: Alejandra Vazquez, VP	Applies to: All TBC drivers and Safety/Dispatch

Purpose

To ensure safety, adequate rest, respectful conduct, and operational consistency when two Tornado Bus Company drivers are assigned to share a hotel room/dorm during trips, layovers, or scheduled rest periods.

Policy Statement

Tornado Bus Company requires all employees to support a safe and respectful rest environment. Drivers must demonstrate professionalism, empathy, and awareness of their co-driver's federally required rest period.

Procedures & Expectations

Arrival & Rest Verification

1. If two drivers are assigned to share a hotel room but arrive at different times, the second driver must contact the Dispatch/Safety Coordinator before traveling to the hotel.
2. Dispatch/Safety will confirm whether the first driver is near completing their 8-hour rest period.
3. If the first driver is not close to completing required rest, the first driver must remain off duty and continue resting, or be placed On-Duty, Not Driving, and will receive Standby Pay consistent with company policy.
4. The second driver must wait for dispatch/safety clearance before entering the hotel room.
5. Before departing to the hotel Dispatch/Safety will advise the driver the time he/she should remove the door lock so that the second driver can enter.

Rest Environment & Conduct in Shared Rooms

6. Keep noise to a minimum upon entering the room.
7. Use headphones when using a phone, tablet, laptop, or watching TV.
8. Avoid phone conversations in the room—use lobby or outdoor areas when possible.

9. Limit entering/exiting the room repeatedly, especially during the other driver's rest period.
10. Respect lights-out, privacy, and sleep needs.
11. Maintain cleanliness and shared responsibility for the room.
12. Drivers starting the next driving assignment have priority for uninterrupted rest.

Hotel & Dorm Restrictions

13. Hotel rooms and company dorms are for Tornado Bus Company employees only—no visitors, guests, family, or friends.
14. Alcoholic beverages are strictly prohibited in company-paid lodging.
15. Illegal drugs, disruptive behavior, or property damage are not permitted under any circumstances.

Safety & DOT Compliance

Adequate rest is required under FMCSA Hours-of-Service regulations. Any interference with another driver's rest may jeopardize safety and operational compliance.

Reporting

Drivers must immediately report room concerns, disturbances, safety issues, or policy violations to Dispatch, Safety Department, or HR.

Violations & Disciplinary Action

Failure to follow this policy may result in verbal or written warnings, suspension, removal from driving schedule, or termination of employment. Tornado Bus Company reserves the right to take immediate disciplinary action depending on severity.

Driver Name:_____ Driver Signature:_____

Date: _____

Manager Name and signature: _____

Date: _____

HR Name and Signature: _____

Date: _____