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1.0 COMPANY POLICY REGARDING DRUGS AND ALCOHOL

1.1 This Policy has been promulgated with the health and safety of all Company employees in mind. It is the purpose of this Policy to take the legal and reasonable means necessary to provide and maintain a safe, healthful and efficient workplace, to deter drug and alcohol abuse and intervene as quickly as possible in the typically medically degenerative pattern of the drug and alcohol abuser and provide help where possible, and to encourage employees abusing drugs and alcohol to seek assistance. Alcoholism and drug abuse can become health problems that can be successfully treated in many cases. In connection with the Policy, this procedure establishes and promulgates rules which prohibit employees from reporting to work or for Company business under the influence or in the possession of alcohol or drugs.

1.2 The Company also intends to follow the spirit and guidelines of the Drug Free Workplace Act of 1988 and comply with the Federal Aviation Administration, Department of Transportation, Department of Defense regulations and state laws governing drug and/or alcohol use.

1.3 It is not the intent of this Policy that drug or alcohol use be asserted as a defense or condonation of otherwise inappropriate, inadequate or illegal behavior or performance.

1.4 No deviation from this Policy will be permitted without the prior express authorization of both the Vice President - Human Resources and the General Counsel.

2.0 RULES REGARDING DRUGS AND ALCOHOL

2.1 Reporting to work or for Company business, or otherwise being on Company premises under the influence of drugs or alcohol is prohibited. The use, possession, sale, distribution, manufacture or purchase of drugs while at work or on Company business anywhere or while on Company premises is prohibited. The use, possession, sale, distribution, or purchase of alcohol while on Company premises is prohibited. This prohibition will not apply to the temporary possession of unopened alcoholic beverages in a vehicle on Company premises. Legal consumption of alcohol as explicitly permitted at Company sponsored functions is not prohibited. An employee who violates any of these rules is subject to termination for the first offense.

2.2 Illegal use of drugs off premises and off duty is inconsistent with an employee’s responsibilities to the Company because it can adversely affect employee health, safety and on-the-job performance, as well as the confidence in the Company’s ability to meet its responsibilities, and is, therefore, prohibited. To the extent that presence of drugs or their metabolites is detected in the blood or urine of any employee, or by any other means, while working, on Company business anywhere, or on Company premises, that employee will be in violation of this Policy and subject to the procedures set forth herein.

It is not normally Company policy to become involved in the private lives of its employees. However, the effects of the illegal use of drugs is such that these policies are felt both necessary and appropriate.

2.3 Any employee convicted of a criminal drug statute violation occurring in the workplace must advise the Company within five (5) days of said conviction.

2.4 Certain employees are also subject to state or federal regulations concerning drug testing or drug and alcohol abuse. Such employees must refer to the appropriate addendum setting forth the requirements modifying or adding to the requirements imposed by this Policy.
3.0 DEFINITIONS

3.1 “Drugs” include, without limitation, narcotics, marijuana, hashish, heroin, hallucinogens, depressants, cocaine, and all other controlled substances enumerated in Schedules I through V of the Controlled Substances Act, 21 U.S.C. §812 et seq., and in the federal regulations promulgated thereunder, and medication other than those sold to the public on a non-prescription basis and those that are prescribed to the employee by a duly licensed physician. This definition includes “look alike” and “designer” drugs. This definition is applicable to the foregoing substances regardless of how or where they are obtained or used. In addition, to the extent that they are not utilized for the primary purposes for which they were manufactured but are instead used for the purposes of altering one’s mood, perception, pain tolerance level, or judgment, any chemical substance will be considered to be a drug under this definition, including but not limited to glue and liquid eraser.

3.2 An employee will be considered “under the influence” if he/she has a blood alcohol concentration of 0.05 percent or more by weight of alcohol in his/her blood.

3.3 The terms “alcohol” or “alcoholic beverages” mean any substance having an alcoholic content equal to or in excess of the percentage by volume considered under the applicable state law as constituting “liquor,” “alcohol” or an “alcoholic beverage,” including but not limited to beer, ale, wine, whether fermented, naturally fermented, blended, fortified or otherwise, distilled liquors of any sort, or any mixture of the above.

3.4 The terms “premises” or “Company premises” mean all property owned, rented, leased or controlled by the Company or its affiliates or subsidiaries, including all facilities, land, buildings, structures, and all other real estate, and motor vehicles.

4.0 RESPONSIBILITIES

4.1 Management at all levels

4.1.1 Will become familiar with the Company’s Alcohol and Drug Abuse Policy and Procedure and will take the steps necessary to assure that those managers and supervisors in his/her organization with the need-to-know also become familiar with the Policy.

4.2 Confidentiality/Privacy

Procedures executed pursuant to this Policy will seek to protect employees’ privacy interests. Information obtained through the application and enforcement of the Policy is considered confidential. Any results of testing will be treated in a confidential manner as private medical information and will only be disseminated on a need-to-know basis.

5.0 POST-OFFER/PRE-PLACEMENT TESTING

5.1 This section refers to all applicants for hourly employment. Applicants for salaried employment will also be tested if they are: (1) applicants for any position that would require driving a company owned or leased vehicle; (2) applicants for any position that would require piloting, maintaining, or servicing an aircraft for the organization; (3) applicants for any salaried position where there is an expectation that the position would require operating or maintaining production machinery or motorized heavy equipment of any type in a company facility; and (4) applicants for security guard positions. Businesses may also, in their discretion, require pre-placement testing for all salaried applicants regardless of whether or not they meet one of the four categories listed in the previous sentence.
5.2 Medical examinations, which will require applicants to give bodily fluid samples, will be required of applicants for employment to whom an offer of employment has been made and who have satisfied all criteria for employment, for the purpose of identifying drug use.

5.3 Applicants will be informed of this Policy either by a statement on the application form, by offer letter or by other writing. In any case, the applicant will be informed substantially as follows: Applicants who decide to accept our offer should arrange to take our standard physical examination on or before their anticipated starting date. As part of the physical examination, they will be requested to undergo testing for a number of physical conditions, including the use of drugs. This testing will include being required to submit a urine sample. In the event applicants are not asked to take a physical, applicants may still be requested to undergo testing for the use of drugs.

Applicants must sign the Release prior to being tested (see Table I).

5.4 If an applicant tests positive for the presence of drugs, he/she must be informed of the test result, and that such result is the reason for the denial of employment at that time. This reason for no hire should be marked in the appropriate file and kept confidential.

5.5 A refusal to consent to testing or provide a valid sample or other conduct that obstructs the testing process will be considered a withdrawal of the applicant’s employment application.

6.0 VOLUNTARY TREATMENT

Alcoholism and drug abuse are health problems which can be successfully treated in many cases. No employee who comes forward and voluntarily requests help in an alcohol and drug treatment program or plan approved by the Company will have his/her employment jeopardized as a result of requesting entry into a treatment program or plan. Once an employee has been asked to be tested or is likely to be tested, a request to enter a program will not be considered a valid or voluntary request. The Company will make all reasonable efforts to maintain confidentiality of participation in the program, and, upon successful completion of the treatment program or plan, will return the employee to his/her former position or an equivalent position with equivalent pay and benefits at the Company, unless his/her former position has been eliminated. This section will not apply after an employee has already been offered assistance one time or has been asked to be tested, except in extraordinary circumstances and with the approval of the Vice President- Human Resources. The employee may be subject to future testing at the Company’s discretion, and will be subject to and must sign the Agreement to Undergo Drug and Alcohol Treatment (see Table V and Table VI).

7.0 TESTING AND SEARCHES

To the extent considered necessary for the safe and productive conduct of Company business and the safety and health of Company employees, drug and alcohol testing and searches may be performed. Such action may be taken when the Company reasonably believes or suspects that there may be an alcohol or drug-related problem pertaining to job performance, including, but not limited to safety, productivity, quality of work, health or attendance, to determine whether an employee is in possession of or under the influence of alcohol or drugs, or has the presence in his/her system of drugs while on Company business anywhere or Company premises.

In cases where a drug or alcohol test is required, failure to submit to testing or failure to comply with testing procedures (sample tampering, employee release, etc.) will result in the employee’s discharge. In cases where a search is required, if the results of the search show possession, the employee will be discharged. If the results of a drug or alcohol test confirm that the employee was under the influence of drugs or alcohol, he/she will be subject to discharge. If the results of the testing show presence of a drug or its metabolites used in violation of this Policy, the action that the Company will take will depend upon the totality of the circumstances, and the test results will be considered as one factor in determining what action will be taken, such as referring the individual for appropriate assistance. In such cases, the employee will be subject to and must sign the Continued Employment Agreement (see Table III and Table IV).
7.1 For purposes of requiring drug and alcohol testing or searches under this Policy, the Company defines a “reasonable belief or suspicion” as a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

7.2 Specific situations which may lead to testing and/or searches include, but are not limited to:

7.2.1 Incident on Duty - An employee who becomes involved while on Company business or on Company premises in an incident which endangers or adversely affects a person or property may be asked to submit to alcohol and drug testing and/or a search.
7.2.2 Unfit Condition - If an employee on Company business or on Company premises is observed to be in an unfit condition (i.e., not capable of performing work in a normal, safe or productive manner), he/she may be asked to submit to drug and alcohol testing and/or a search.

8.0 DRUG AND ALCOHOL TESTING

8.1 Approval - Before an employee submits to a drug or alcohol test, the test must be approved by the Senior Manager responsible for the function on site or by his or her designated representative.

8.2 Sampling - Samples of urine, blood, breath and/or saliva may be taken by trained company personnel, in-house medical personnel, hospital laboratory personnel, testing laboratory personnel, or other appropriately trained personnel. Release - An employee Release is to be obtained prior to testing (see Table II).

8.3 Sample Fluids - When the testing is for alcohol, either a breath, saliva or blood sample will be taken. When the testing is for an unknown substance, both urine and blood samples may be taken. If the testing is only for drugs, both blood and urine or urine alone may be taken whereupon the determining results will be based on that test.

8.4 Custody Procedure - Each location must maintain a documented chain of custody procedure. Further, each location must assure that any laboratory used maintains a documented chain of custody procedure. Split-sampling and/or sample preservation for confirmation will be used. Every location is to use a Saint-Gobain approved vendor.

8.5 Testing Procedure

8.5.1 Alcohol - The test for alcohol will be either by a blood, breath or saliva test. Blood tests will be confirmed by a second blood test. Breathalyzer and saliva tests will be confirmed by blood tests, unless the employee refuses the blood test. In that case, the employee must be advised that any decisions regarding policy violations will be based upon the results of the initial test.

8.5.2 Drugs (urinalysis) - The initial test will be immunoassay. If the immunoassay test results are negative, no further testing will be required. However, if the immunoassay test result is positive, a second test, gas chromatography/mass spectrometry (GC/MS), must be made for confirmation before the employee is subjected to the terms of this Policy.

8.6 Confirmed positive test results must be revealed to applicants and employees. These results must not be revealed or discussed with anyone except on an absolute need-to-know basis and only after the results have been confirmed.

8.7 An employee or applicant with a confirmed positive test result will be given the opportunity to explain such result by presenting any information he/she considers relevant.

8.8 An employee who has a confirmed positive drug test result may have the original urine specimen re-checked at his/her own expense. Such action must be taken within seventy-two (72) hours of the employee's notification of the test result.

8.9 Testing Methods - The Company reserves the right to use other testing methods and procedures as they become available. New testing methods and procedures will be approved by the Senior Vice President-Human Resources and General Counsel.
9.0 PRESCRIPTION DRUGS

Prescription drugs are a cause for concern if they affect the ability of an employee to work safely. It is the responsibility of the employee to review with his/her physician any work restriction(s) that should be observed while taking the prescribed drug. If there is a work restriction, it is also the responsibility of the employee to review that restriction with appropriate Medical Department personnel and/or the Senior Manager or his/her designee. Employees taking a drug prescribed by a licensed physician, or a drug that requires a prescription under then governing laws of the United States, must have the drug’s original container which identifies the drug, dosage, date of prescription and authorizing physician. As long as these procedures are followed, the use of prescription drugs in accordance with the prescription shall not be cause for discipline pursuant to this Policy. The use of a drug that requires a prescription under the then governing laws of the United States, which is obtained or used without a prescription will be a violation of this policy. To the extent that procedures are not followed nor responsibilities met, the use of the drug will be a violation of this Policy and subject employees to potential discipline or other action hereunder.

10.0 INVESTIGATION

10.1 Search - Each facility manager must notify its employees that they and their property may be subject to search for drugs and alcohol while on Company premises. Searches must be approved in advance by the facility manager or his/her designee.

10.1.1 There must be reasonable suspicion to believe that a problem under this Policy has occurred before a search is initiated.

10.1.2 Employees should be notified that desks, lockers, cabinets, drawers, computers and computer applications including electronic mail that they use are the property of the Company and, if necessary from time to time, may be searched. If the employee has placed a personal lock on or limited access to any such locker, desk, cabinet, computer etc., he or she may be asked to remove it or, if the employee is not available or otherwise refuses such a request, it may be removed for the employee.

10.1.3 Employees must give consent before being personally searched (pockets emptied, purses opened, etc.). Searches will not consist of unnecessary physical contact. Refusal to consent could result in discipline up to and including termination of employment. Such searches should be carried out in privacy, but with a witness selected by the supervisor or other authorized employee conducting the search.

10.1.4 When property belonging to or used by an employee on Company property (including a motor vehicle) is to be searched, consent should be sought, but is not required. If possible, the employee should be notified of the search and should be present. Employees who fail to grant such consent or otherwise cooperate with the search, may be disciplined up to and including termination of employment. The search should be carried out in privacy, but with a witness selected by the supervisor or other authorized employee conducting the search.

10.1.5 Contraband found must be placed into properly marked containers. Transport should be by police or other personnel authorized to be in possession of the substance during transport. Testing of the contraband should be by a recognized laboratory.

10.2 Questioning - When there is reasonable suspicion to believe a problem under this Policy has occurred, the employee may be questioned.

10.2.1 Questioning must be non-threatening, and it must be conducted in private.
10.2.2 There may not be any involuntary detainment associated with the questioning, and the employee’s request for the presence of a co-worker witness must be granted.

10.2.3 Employees who refuse to participate in the questioning may be disciplined up to and including termination of employment.

11.0 MANAGEMENT TRAINING

All employees in management positions shall (1) become familiar with the Company Alcohol and Drug Abuse Policy and Procedure, (2) participate in supervisory training programs developed by the Company to assist them in performing their responsibilities under this Policy, and (3) take the steps necessary to ensure that those managers and supervisors in the organization with the need-to-know also participate in training programs and become familiar with the Policy. Such management and supervisory training shall include, at a minimum, behavioral observation training and drug and alcohol use education, including identification of drugs of abuse and the characteristics of their use.

12.0 COMMUNICATION PLAN

12.1 Each location manager must communicate this Policy and resultant rules to its employees through, for example, distribution of copies of the Policy, letters to employees’ homes, bulletin board postings, oral briefings, and Company newsletters.

12.2 Each location manager shall conduct periodic awareness sessions for employees through the use of meetings, films, check stuffers, etc., that inform employees of the dangers of drug and alcohol abuse in the workplace, any available treatment programs, and the penalties that the Company can impose upon them for violations of this Policy.

This Policy has been enacted for the safety and well-being of all employees and other personnel. Due to the safety and health aspects of this Policy, peer group pressure should assist in eliminating drug and alcohol use in violation of this Policy. The assistance and cooperation of all employees in the enforcement of this Policy is vitally important to the Company’s goal to achieve increased awareness of the destructive nature of drug and alcohol abuse.
TABLE I
DRUG AND ALCOHOL ABUSE POLICY RELEASE FORM
(APPLICANT/POST OFFER – WHEN PHYSICAL EXAM IS REQUIRED)

This Form is Not to be Used In Conjunction
With Federally Mandated Testing

I have been informed that the sample(s) of urine that may be requested in the course of this physical examination can be tested for the use of drugs. I agree to allow this testing. I have been told about the Company’s Drug and Alcohol Abuse Policy and Procedure, and a copy of the Policy has been made available to me.

You should be aware of the following information which could be relevant to the reliability of or explain a positive test result (if none, state NONE):
____________________________________________________________________
____________________________________________________________________

I fully understand that any falsification of information supplied in this consent will constitute grounds for refusal to hire. I further understand that if I refuse to submit to testing, fail to provide a valid sample or otherwise engage in conduct that obstructs the testing process, my application will be withdrawn.

I accept the conditions for consideration of employment and consent to the requirement of a urine drug test. I agree that the testing agency is authorized by me to provide the results of this test to the Company. I further agree to hold the Company, its agents, directors, officers, and employees harmless from any and all liability in connection with this testing.

Witness: ___________________  Signature: __________________________

Date: ______________________  Date: ____________________________
TABLE II
DRUG AND ALCOHOL ABUSE POLICY EMPLOYEE RELEASE FORM

EMPLOYEE: ____________________________________________

DATE: _________________________________________________

I have been informed by the Company that I am to provide a sample or samples of bodily fluids (blood or urine) to be tested for drugs or alcohol, or that I must submit to a breathalyzer or saliva test to detect the presence of alcohol. I have been made aware of, and given a copy of, the Company’s Drug and Alcohol Abuse Policy and Procedure. You should be aware of the following information which could be relevant to the reliability of or explain a positive test result (if none, state NONE):

______________________________________________________________________
______________________________________________________________________

I fully understand that any falsification of information supplied in this consent will constitute grounds for dismissal. I further understand that if I refuse to submit to testing, fail to provide a valid sample or otherwise engage in conduct that obstructs the testing process, I may be disciplined up to and including discharge.

I hereby consent to have tests performed as indicated above. I agree that the testing agency is authorized by me to provide the results of this test to the Company. I further agree to hold the Company, its agents, directors, officers and employees harmless from any and all liability in connection with the testing.

Witness:_________________________  Employee:_____________________

Date:____________________________  Date:_________________________
TABLE III  
CONTINUED EMPLOYMENT AGREEMENT (Non-Union)

I understand that the Company has agreed to continue my employment provided that I meet and satisfy each of the following conditions:

1. I must immediately enroll in and successfully complete a treatment program or plan approved by the Company.

2. If my treatment includes in-patient treatment, I will report for an appropriate work assignment promptly on completion of the in-patient program. I recognize that my continued employment is based upon the availability of a position and the business needs of the Company unless my absence for treatment constituted medical leave under the Family Medical Leave Act. In that case, I will return to my position or an equivalent position, unless my position has been eliminated.

3. During the twenty-four (24) months following my return to work, I agree to allow and will promptly comply with Company requests to conduct follow-up drug and alcohol testing and searches on an unannounced basis. I understand that the follow-up testing and searches are due to the fact that I violated Company policy and could have been terminated for that violation. I understand that I will be subject to termination if I test positive on any such drug or alcohol test or if any search uncovers the unauthorized possession of drugs or alcohol.

4. I agree to participate in and complete any follow-up programs and/or treatment that are deemed necessary by the counselors approved by the Company.

5. I will cooperate with the Company in disclosing information concerning my progress in and completion of the required treatment program or plan and follow-up treatments.

6. I understand that the Company’s policy regarding drug and alcohol use is designed to promote the health and safety of all employees and to maintain a safe, healthful, and efficient workplace.
CONTINUED EMPLOYMENT AGREEMENT (Non-Union)

I understand that if I fail to satisfy any of the conditions listed above, I will be terminated. I also understand that this Agreement does not create a contract of employment for any duration and does not modify my status as an at-will employee, and that either I or the Company may terminate my employment without cause and without notice. I further understand that in addition to the conditions set forth above, I must abide by all other Company regulations and policies.

I have read and understand the conditions set forth above and agree to accept them.

________________________________        ________________________
Employee Signature                          Date

________________________________________        ________________________
Company Signature                           Date
TABLE IV
CONTINUED EMPLOYMENT AGREEMENT (Union)

I understand that the Company has agreed to continue my employment provided that I meet and satisfy each of the following conditions:

1. I must immediately enroll in and successfully complete a treatment program or plan approved by the Company.

2. If my treatment includes in-patient treatment, I will report for an appropriate work assignment promptly on completion of the in-patient program. I recognize that my continued employment is based upon the availability of a position and the business needs of the Company unless my absence for treatment constituted medical leave under the Family Medical Leave Act. In that case, I will return to my position or an equivalent position, unless my position has been eliminated.

3. During the twenty-four (24) months following my return to work, I agree to allow and will promptly comply with Company requests to conduct follow-up drug and alcohol testing and searches on an unannounced basis. I understand that the follow-up testing and searches are due to the fact that I violated Company policy and could have been terminated for that violation. I understand that I will be subject to termination if I test positive on any such drug or alcohol test or if any search uncovers the unauthorized possession of drugs or alcohol.

4. I agree to participate in and complete any follow-up programs and/or treatment that are deemed necessary by the counselors approved by the Company.

5. I will cooperate with the Company in disclosing information concerning my progress in and completion of the required treatment program or plan and follow-up treatments.

6. I understand that the Company’s policy regarding drug and alcohol use is designed to promote the health and safety of all employees and to maintain a safe, healthful, and efficient workplace.
CONTINUED EMPLOYMENT AGREEMENT (Union)
Page 2

I understand that if I fail to satisfy any of the conditions listed above, I will be terminated. I also understand that this Agreement does not create a contract of employment for any duration and does not modify the terms of the collective bargaining agreement currently in effect. I further understand that in addition to the conditions set forth above, I must abide by all other Company regulations and policies.

I have read and understand the conditions set forth above and agree to accept them.

________________________________        ________________________
Employee Signature                          Date

________________________________        ________________________
Company Signature                           Date

________________________________        ________________________
Union Representative                        Date
TABLE V
AGREEMENT TO UNDERGO DRUG AND ALCOHOL TREATMENT (Non-Union)

I have voluntarily requested an opportunity to participate in a drug and alcohol treatment program or plan approved by the Company. Upon my successful completion of such treatment program or plan, I will be permitted to resume my employment with the Company subject to the following conditions:

1. I will cooperate with the Company in disclosing information concerning my progress in and completion of the required treatment program or plan and follow-up treatments.

2. If my treatment includes in-patient treatment, I will report for work promptly after completion of the in-patient program. The Company will make every reasonable effort to return me to my former position following the completion of my treatment. If my absence for treatment constituted medical leave under the Family Medical Leave Act, the Company will return me to my position or an equivalent position, unless my position has been eliminated.

3. During the twenty-four (24) months following my return to work, I agree to allow and will comply with unannounced Company requests to conduct follow-up drug and alcohol testing. I understand that I will be subject to termination if I test positive on any such drug or alcohol test. I further understand that this unannounced, follow-up testing is intended to help me refrain from drug or alcohol abuse.

4. I agree to participate in and complete any follow-up treatment that is deemed necessary by the counselors approved by the Company.

I understand that if I fail to satisfy any of the conditions listed above, I will be terminated. I also understand that this Agreement does not create a contract of employment for any duration and does not modify my status as an at-will employee, and that either I or the Company may terminate my employment without cause and without notice.

I have read and understand the conditions set forth above and agree to accept them.

_______________________________       ___________________________
Employee Signature                    Date

_______________________________       ___________________________
Company Representative                Date
TABLE VI

AGREEMENT TO UNDERGO DRUG AND ALCOHOL TREATMENT (Union)

I have voluntarily requested an opportunity to participate in a drug and alcohol treatment program or plan approved by the Company. Upon my successful completion of such treatment program or plan, I will be permitted to resume my employment with the Company subject to the following conditions:

1. I will cooperate with the Company in disclosing information concerning my progress in and completion of the required treatment program or plan and follow-up treatments.

2. If my treatment includes in-patient treatment, I will report for work promptly after completion of the in-patient program. The Company will make every reasonable effort to return me to my former position following the completion of my treatment. If my absence for treatment constituted medical leave under the Family Medical Leave Act, the Company will return me to my position or an equivalent position, unless my position has been eliminated.

3. During the twenty-four (24) months following my return to work, I agree to allow and will comply with unannounced Company requests to conduct follow-up drug and alcohol testing. I understand that I will be subject to termination if I test positive on any such drug or alcohol test. I further understand that this unannounced, follow-up testing is intended to help me refrain from drug or alcohol abuse.

4. I agree to participate in and complete any follow-up treatment that is deemed necessary by the counselors approved by the Company.

I understand that if I fail to satisfy any of the conditions listed above, I will be terminated. I also understand that this Agreement does not create a contract of employment for any duration and does not modify the terms of the collective bargaining agreement currently in effect.

I have read and understand the conditions set forth above and agree to accept them.

_______________________________       ___________________________
Employee Signature                                      Date

_______________________________       ___________________________
Company Representative                                   Date
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES WORKING IN ARIZONA

Pursuant to Arizona Revised Statute, Article 14 §§ 23-493 - 23-493.11, all Company employees working in Arizona are subject to the following requirements and procedures. Employees in Arizona must comply with the requirements, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure, unless otherwise noted. The state of Arizona regulates both drug and alcohol testing. For purposes of this addendum, the word “alcohol” has the same meaning as it is given in the Company’s Policy and includes isopropanol and methanol. The word “drug” has the same definition as it is given in the Company’s Policy.

1. All testing shall occur during, or immediately before or after, a regular work period.

2. The time required for testing shall be deemed work time for the purposes of employee compensation and benefits.

3. The Company will pay reasonable transportation costs to employees if drug and alcohol tests are conducted at a location other than the employee’s normal work site.

4. Upon request, an employee has the right to obtain written test results.

5. Upon request, an employee has the right to explain a positive test result in a confidential setting.

All other requirements, procedures and potential actions set forth in the Company’s Policy except as limited in this addendum will apply to employees working in Arizona.
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES WORKING IN SAN FRANCISCO, CALIFORNIA

Pursuant to San Francisco Police Code Article 33A, Section 3300A.5, employees working in San Francisco, California are subject to the following testing restrictions.

1. Drug or alcohol testing of employees will occur only when the employee presents a clear and present danger to himself or herself, another employee, or the public because of the employee’s drug or alcohol impairment.

2. Any testing sample will be tested by a California-licensed independent laboratory or resting facility.
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES WORKING IN BOULDER, COLORADO

Pursuant to Boulder Revised Code, §§ 12-3-1 through 12-3-6, the Company will not test specimen for medical conditions that are unrelated to the presence of alcohol or drugs. Further, specimen that produces a positive result will be maintained by the Company for one year.
ADDENDUM TO THE COMPANY’S 
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE 
FOR EMPLOYEES WORKING IN CONNECTICUT

Pursuant to Conn. Gen. Stat. §§ 31-51t-51aa, all Company employees working in Connecticut are subject to the following requirements and procedures. Employees in Connecticut must comply with the requirements, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure, unless otherwise noted. The state of Connecticut regulates drug but not alcohol testing. For purposes of this addendum, the word “drug” has the same definition as it is given in the Company’s Policy.

1. In lieu of the drug testing requirements and procedures set forth in the “Testing and Searches” section of the Company’s Policy, employees working in Connecticut will be subject to urinalysis only when there is a reasonable suspicion that the employee is under the influence of drugs which adversely affects or could adversely affect such employee’s job performance, except in the case of an employee who is tested as part of his/her voluntary participation in an employee assistance program or treatment program and where otherwise required to submit to testing under federal law.

All other requirements, procedures and potential actions set forth in the Company’s Policy except as limited in this addendum will apply to employees working in Connecticut.
CONTINUED EMPLOYMENT AGREEMENT
(EMPLOYEES WORKING IN CONNECTICUT)

I understand that the Company has agreed to continue my employment provided that I meet and satisfy each of the following conditions:

1. I must immediately enroll in and successfully complete a treatment program or plan approved by the Company.

2. If my treatment includes in-patient treatment, I will report for an appropriate work assignment promptly on completion of the in-patient program. I recognize that my continued employment is based upon the availability of a position and the business needs of the Company unless my absence for treatment constituted medical leave under the Family Medical Leave Act. In that case, I will return to my position or an equivalent position, unless my position has been eliminated.

3. I agree to participate in and complete any follow-up programs and/or treatment that are deemed necessary by the counselors approved by the Company.

4. I will cooperate with the Company in disclosing information concerning my progress in and completion of the required treatment program or plan and follow-up treatments.

I understand that if I fail to satisfy any of the conditions listed above, I will be terminated. I also understand that this agreement does not create a contract of employment for any duration and does not modify my status as an at-will employee, and that either I or the Company may terminate my employment without cause and without notice. I further understand that in addition to the conditions set forth above, I must abide by all other Company regulations and policies.

I have read and understand the conditions set forth above and agree to accept them.

________________________________        ________________________
Employee Signature                          Date

________________________________        ________________________
Company Representative                       Date
AGREEMENT TO UNDERGO DRUG AND ALCOHOL TREATMENT
(EMPLOYEES WORKING IN CONNECTICUT)

I have voluntarily requested an opportunity to participate in a drug and alcohol treatment program or plan approved by the Company. Upon my successful completion of such treatment program or plan, I will be permitted to resume my employment with the Company subject to the following conditions:

1. I will cooperate with the Company in disclosing information concerning my progress in and completion of the required treatment program or plan and follow-up treatments.

2. If my treatment includes in-patient treatment, I will report for work promptly after completion of the in-patient program. The Company will make every reasonable effort to return me to my former position following the completion of my treatment. If my absence for treatment constituted medical leave under the Family Medical Leave Act, the Company will return me to my position or an equivalent position, unless my position has been eliminated.

3. I agree to participate in and complete any follow-up treatment that is deemed necessary by the counselors approved by the Company.

I understand that if I fail to satisfy any of the conditions listed above, I will be subject to termination. I also understand that this agreement does not create a contract of employment for any duration and does not modify my status as an at-will employee, and that either I or the Company may terminate my employment without cause and without notice. I further understand that in addition to the conditions set forth above, I must abide by all other Company regulations and policies.

I have read and understand the conditions set forth above and agree to accept them.

_______________________________       ___________________________
Employee Signature                     Date

_______________________________       ___________________________
Company Representative                Date
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES WORKING IN FLORIDA

Pursuant to Florida’s Worker’s Compensation Law, Fla. Stat. §§ 440.101-440.102, all Company employees working in Florida are subject to the following requirements and procedures. Employees working in Florida must comply with the requirements, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure, unless otherwise noted. The state of Florida regulates both drug and alcohol testing. To comply with the Florida statute and for purposes of this addendum only, the definition of the word “drug” is alcohol, including a distilled spirit wine, malt beverage, or an intoxicating liquor; an amphetamine; cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug or a metabolite of any of the foregoing substances.

1. Prior to any drug test, the employee or job applicant to be tested will be provided with notice of the most common medications which may alter or affect a drug test, by both brand or common name and chemical name.

2. Employees and job applicants will be given the opportunity to confidentially report the use of prescription and nonprescription medications both before and after any drug test.

3. Only laboratories licensed by the state of Florida will be used to perform tests on blood or urine specimens, and such specimens will be collected by a qualified employee of the testing laboratory, or a physician, a physician assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner or a certified paramedic who is present at the scene of an accident to render emergency medical service or treatment.

4. The Company may perform a breathalyzer test on an employee to test him/her for alcohol use. If the Company utilizes a breathalyzer test, such test will be performed substantially in accordance with the methods approved by the state Department of Health and Rehabilitative Services.

5. Specimens of blood or urine will be collected in an amount sufficient for two drug tests. Within 180 days after receiving notification from the Company of a positive test result, the employee or job applicant can have a portion of the specimen retested at his/her expense, at a licensed laboratory of his/her choice.
6. The Company will inform an employee or job applicant in writing of a confirmed positive test result within five working days after it receives the result from the laboratory. Further, the Company will inform the employee or applicant of the consequences of the result and any available options. Upon request of an employee or applicant, the Company will provide a copy of the test results to him/her.

7. Either an employee or job applicant who is notified of a positive test result may contest or explain the result to the employer within five working days after notification. If the Company does not accept the employee’s or applicant’s explanation or other challenge to the test result, the employee or applicant may contest the result pursuant to rules adopted by the Florida Department of Labor and Employment Security. The Company will also provide the employee or applicant with both a written statement of the reasons the Company considers the explanation or other challenge unsatisfactory and the test results report, and the Company will retain this confidential documentation for at least one year.

8. The Company in its sole discretion may order a confirmation test if an initial drug test is negative.

9. Employees and job applicants have the right to consult the testing laboratory for technical information regarding prescription and nonprescription drugs.

10. For drug tests conducted due to reasonable suspicion, the Company will detail in writing the circumstances that warranted the suspicion. This documentation will be retained for one year, and the employee will receive a copy upon request.

11. It is the responsibility of an employee or job applicant who brings an administrative or civil action pursuant to Florida’s Worker’s Compensation Law to notify the testing laboratory of the action.

12. This addendum serves as notice to Company employees in Florida that the drug-free workplace statutory provisions appear at Chapter 440 of the Worker’s Compensation Law, Fla. Stat. §§ 440.101-102.

All other requirements, procedures and potential actions set forth in the Company’s Policy except as limited in this addendum will apply to employees working in Florida.
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES WORKING IN IOWA

Pursuant to Iowa Code § 730.5, all Company employees working in Iowa are subject to the following requirements and procedures. Employees in Iowa must comply with the requirements, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure, unless otherwise noted. The state of Iowa regulates both drug and alcohol testing. For purposes of this addendum, the word “drug” means a substance considered a controlled substance and included in Schedules I through V under the federal Controlled Substances Act, 21 U.S.C. §801 et seq. The term “alcohol” shall mean ethanol, isopropanol or methanol.

1. Tests for drugs or alcohol will not be conducted using blood as a specimen. The Company may, however, rely and take action upon the results of any blood test for drugs or alcohol performed on an employee involved in an accident at work if the test is administered by or at the direction of a person providing treatment or care to the employee and without a request or suggestion by the Company (or Company representative) that a test be conducted, so long as the Company lawfully obtains the results of such blood test.

2. Post accident testing will only occur if there is serious injury to the employee or if property damage caused at the time of the accident exceeds One Thousand Dollars ($1,000).

3. There must be uniform requirements for disciplinary or rehabilitative actions taken against applicants and employees upon receipt of a confirmed positive drug or alcohol test. Therefore, all applicants who test positive for drugs or alcohol, and which test is confirmed, will be refused employment. Unless otherwise required by law, all employees who test positive for drugs or alcohol, and which test is confirmed, will be terminated from employment.

4. Employees who have a confirmed positive alcohol test will be offered rehabilitation if (1) the Company employs fifty (50) or more employees; (2) the employee has been employed by the Company for at least twelve of the preceding eighteen months; (3) the employee agrees to rehabilitation; and (4) the employee has not previously violated the Company’s Alcohol and Drug Abuse Policy. The apportionment of costs will be in accordance with state law and the applicable benefit plans.
5. Drug and alcohol testing will generally be scheduled during, or immediately before or after a regular work period and shall be considered work time for purposes of compensation and benefits. The Company will pay the costs of the testing and reasonable transportation costs for travel to an off-site testing location.

6. Tests will be performed with respect for the privacy of the applicant or employee.

7. Applicants and employees will be offered the opportunity to provide information regarding their use of any prescription or nonprescription drugs, and will be provided with a list of drugs for which they will be tested prior to testing.

8. A Medical Review Officer must review any positive test result before the result is reported to the Company.

9. If a confirmed positive test result is reported to the Company, the Company shall notify the employee in writing by certified mail, return receipt requested, of the results of the test. The employee has the right to request and obtain a confirmatory test of the second sample at an approved laboratory of the employee's choice. The fee is payable by the employee to the Company for reimbursement of expenses connected with the test. If the results of the second test do not confirm the results of the initial test, the Company shall reimburse the employee for the fee paid. Further, the initial test shall not be considered a confirmed positive.

10. Any notice that the Company is required to provide to an employee or job applicant shall also be provided to the parent of the employee or job applicant by certified mail, return receipt requested, if the employee or job applicant is a minor.

11. All testing samples must be analyzed by a laboratory approved under rules adopted by the state Department of Public Health.
12. Notwithstanding the provisions of the Confidentiality and Privacy provision of the Company’s policy, the Company may use and disclose information concerning the results of a drug or alcohol test in certain circumstances, including, but not limited to the following: in arbitration pursuant to a collective bargaining agreement, to a union representing the employee if required by federal law, to a substance abuse professional or treatment facility for the purpose of evaluation or treatment of the employee, and to any federal agency or other unit of federal government as required under federal law or in compliance with the provisions of a federal contract.

13. In addition to the Management Training and Communication Plan under the Alcohol and Drug Abuse Policy and Procedure, the Company has established an awareness program to inform employees of the dangers of drug and alcohol use in the workplace. The awareness program will consist of an Employee Assistance Program and/or the maintenance of information regarding alcohol and drug abuse programs certified by the Iowa Department of Health, mental health providers and other assistance organizations.
CONTINUED EMPLOYMENT AGREEMENT  
(EMPLOYEES WORKING IN IOWA)

I understand that the Company has agreed to continue my employment provided that I meet and satisfy each of the following conditions:

1. I must immediately enroll in and successfully complete a treatment program or plan approved by the Company and the State of Iowa.

2. If my treatment includes in-patient treatment, I will report for an appropriate work assignment promptly on completion of the in-patient program. I recognize that my continued employment is based upon the availability of a position and the business needs of the Company unless my absence for treatment constituted medical leave under the Family Medical Leave Act. In that case I will return to my position or an equivalent position, unless my position has been eliminated.

3. I agree to participate in and complete any follow-up programs and/or treatment that are deemed necessary by the counselors of the treatment program or plan approved by the Company and the State of Iowa.

4. I will cooperate with the Company in disclosing information concerning my progress in and completion of the required treatment program or plan and follow-up treatments.

I understand that if I fail to satisfy any of the conditions listed above, I will be terminated. I also understand that this agreement does not create a contract of employment for any duration and does not modify my status as an at-will employee, and that either I or the Company may terminate my employment without cause and without notice. I further understand that in addition to the conditions set forth above, I must abide by all other Company regulations and policies.

I have read and understand the conditions set forth above and agree to accept them.

________________________________        ________________________
Employee Signature                     Date

________________________________        ________________________
Company Representative                Date
AGREEMENT TO UNDERGO DRUG AND ALCOHOL TREATMENT
(EMPLOYEES WORKING IN IOWA)

I have voluntarily requested an opportunity to participate in a drug and alcohol treatment program or plan approved by both the Company and the State of Iowa. Upon my successful completion of such treatment program or plan, I will be permitted to resume my employment with the Company subject to the following conditions:

1. I will cooperate with the Company in disclosing information concerning my progress in and completion of the required treatment program or plan and follow-up treatments.

2. If my treatment includes in-patient treatment, I will report for work promptly after completion of the in-patient program. The Company will make every reasonable effort to return me to my former position following the completion of my treatment. If my absence for treatment constituted medical leave under the Family Medical Leave Act, the Company will return me to my position or an equivalent position, unless my position has been eliminated.

3. I agree to participate in and complete any follow-up treatment that is deemed necessary by the counselors of the treatment program or plan approved by the Company and the State of Iowa.

I understand that if I fail to satisfy any of the conditions listed above, I will be subject to termination. I also understand that this agreement does not create a contract of employment for any duration and does not modify my status as an at-will employee, and that either I or the Company may terminate my employment without cause and without notice. I further understand that in addition to the conditions set forth above, I must abide by all other Company regulations and policies.

I have read and understand the conditions set forth above and agree to accept them.

_______________________________       ___________________________
Employee Signature                      Date

_______________________________       ___________________________
Company Representative                  Date
ADDENDUM TO THE COMPANY'S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES WORKING IN LOUISIANA

Pursuant to §§ 1001-1015 of Chapter 14 of Title 49 of the Louisiana Revised Statutes of 1950, all Company employees working in Louisiana are subject to the following requirements and procedures. Employees in Louisiana must comply with the requirements, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure, unless otherwise noted. The state of Louisiana regulates drug testing but not alcohol testing. For purposes of this addendum, the word “drug” has the same definition as it is given in the Company’s Policy.

1. The Company will utilize a Medical Review Officer (“MRO”) to receive the test results from the testing laboratories. The MRO will interpret and evaluate positive results in light of all relevant biomedical information and will report verified positive results to the Company in accordance with the guidelines of the National Institute on Drug Abuse (“NIDA”).

2. Urine samples may be collected either by a collection site chosen by the Company, which will then forward the samples to a laboratory that is certified by either NIDA or College of American Pathologists for initial and confirmatory testing for the drugs listed in the state statute, or by a screening laboratory that is approved by the state Department of Health and Hospitals.

If a collection site is used, it may, but is not required to, collect a split sample, at the Company’s request. If a split sample is taken, the Company may use the second sample of the specimen to test for drugs additional to those listed in the state statute. If a screening laboratory is used, it must collect a split sample in accordance with NIDA guidelines. The screening laboratory will then analyze the second sample of the specimen, also according to NIDA guidelines and, except in cases of pre-employment testing, when an initial positive test result occurs, the screening laboratory will forward the first sample of the specimen to a laboratory certified by either NIDA or the College of American Pathologists, which will then conduct a confirmatory test on such sample in accordance with the NIDA guidelines.

All cut off limits for drug testing will be pursuant to the NIDA guidelines, except in the case of an initial screen for marijuana, for which the Company can set the cut off level but shall be no less than 50 nanograms/ML and no more than 100 nanograms/ML.

3. Any employee with a confirmed positive result has, upon written request within seven working days after being notified by the Company of the confirmed positive result, the right of access to the records relating to his/her drug tests and any related records.

All other requirements, procedures and potential actions set forth in the Company’s Policy except as limited in this addendum will apply to employees working in Louisiana.
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES WORKING IN MAINE

Pursuant to the Revised Statutes of Maine Annotated tit.26 §681 to 690, all Company employees working in Maine are subject to the following requirements and procedures. Employees in Maine must comply with the requirement, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure, unless otherwise noted The State of Maine regulates both drug and alcohol testing. For the purposes of this addendum, the words “drug” and “alcohol” will have the same definition as in the Company’s Policy.

1. The term “Employee” includes individuals separated while receiving mandated benefits (i.e. workers’ compensation, unemployment compensation) for the duration of the period the individual receives the mandated benefit and for 30 days after the termination of the benefit. It also includes a person who is separated from employment while receiving a non-mandated benefit for a minimum of 30 days beyond the separation.

2. Employees suspended pending receipt of test results will receive full pay and benefits during such period.

3. Employees who receive an initial confirmed positive test, shall be provided with an opportunity to participate for up to six (6) months in a rehabilitation program. If the employee chooses not to participate in such program, the employee is subject to discipline up to and including discharge. Upon successful completion of rehabilitation program, the employee is entitled to return to his previous job with full pay and benefits unless conditions unrelated to the employee’s prior confirmed test result make reinstatement impossible. In no event may such reinstatement conflict with the terms of a collective bargaining agreement.

4. The Department of Labor has reviewed and approved the Company’s Alcohol and Drug Abuse Policy.
MAINE ADDENDUM
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5. The Company may require an applicant to submit to a drug or alcohol test only if the Company has made the applicant an offer of employment or offered a position on a roster of eligibility from which applicants will be employed. The Company may require an employee to submit to a drug or alcohol test on a random or arbitrary basis only if either the Company and employee are part of a collective bargaining agreement or the employee is in a position which would create an unreasonable threat to the health and safety of the public or the employee’s coworkers if the employee were under the influence of a substance of abuse.

6. The Company may not require an employee or applicant to remove clothing for the purpose of collecting samples. However, an employee or applicant may be asked to leave personal belongings and outer garments outside the collection area. The medical facility may require the removal of clothing pursuant to the request of the physician or supervising nurse.

7. No employee or applicant may be required to provide a urine sample while being observed either directly or indirectly by another person.

8. The cutoff levels for confirmation tests at which the presence of a substance of abuse is considered a positive test result are those set forth by the Department of Human Services.

9. The Company will provide an opportunity for an employee or applicant to appeal and contest the validity of a confirmed positive test result at no cost to the appellant.
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES WORKING IN MARYLAND

Pursuant to the Annotated Code of Maryland Section 17-214 through Section 17-215.1, all company employees working in Maryland are subject to the following requirements and procedures. Employees in Maryland must comply with the requirement, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure, unless otherwise noted. The State of Maryland regulates both drug and alcohol testing. For the purposes of this addendum, the words “drug” and “alcohol” will have the same definition as in the Company’s Policy.

1. The Company will notify employees, applicants and contractors of positive drug and/or alcohol test results by providing a copy of the laboratory tests, written notice of the Company’s intent to take disciplinary action, if any, up to and including termination of employment, and, if requested by the individual, the name and address of the laboratory that will test the specimen.

2. Employees who test positive for drugs and/or alcohol may request independent testing of the sample to verify test results. Employees who request verification of test results shall pay the cost of an independent test.

3. The Company will notify employees who test positive for drugs and/or alcohol either in person or by certified mail within thirty (30) days from the date the test was performed.

4. Laboratories conducting drug and alcohol testing shall be in compliance with the regulations adopted by the Department of Health & Mental Hygiene.

5. Hair testing for drug use may only be conducted for pre-employment purposes.

6. Maryland law governing job-related drug and alcohol testing applies to applicants, employees and contractors.

All other requirements, procedures and potential actions set forth in the Company’s policy except as limited in this addendum will apply to employees working in Maryland.
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES WORKING IN MINNESOTA

Pursuant to Minn. Stat. §§ 181.950-181.957, all Company employees working in Minnesota are subject to the following requirements and procedures. Employees in Minnesota must comply with the requirements, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure, unless otherwise noted. The state of Minnesota regulates both drug and alcohol testing. For purposes of this addendum, the word “drug” has the same definition as it is given in the Company’s Policy, and the word “alcohol” has the same definition as it is given in the Company’s Policy.

1. The terms “Employee” and “job applicant” include independent contractors and persons working for independent contractors.

2. Notice of this Alcohol and Drug Abuse Policy and Procedure shall be posted in an appropriate and conspicuous location.

3. Either an employee or a job applicant who has a confirmed positive test result can request that the same sample be re-tested at his/her own expense. Such a request must be made in writing within five working days of the applicant’s or employee’s notification of the test result. In addition, any employee or applicant with a confirmed positive test result will be given the opportunity to explain such result by presenting any information he/she considers relevant within three working days after being notified of the result.

4. The Company will inform all employees and job applicants who submit to testing of a negative result on an initial screening test and of a negative, as well as a positive result on a confirmatory test within two working days after receipt of the test report. All employees and applicants will acknowledge in writing that they have seen the Alcohol and Drug Abuse Policy and Procedure before undergoing testing. An employee or applicant who tests positive has the right to request a copy of the test result report. The Company will inform employees and applicants who test positive of their rights to obtain such a report; to explain a confirmed positive result; and to request a re-test of the original sample.

5. In lieu of the drug and alcohol testing requirements and procedures set forth in
the “Testing and Searches” section of the Company’s Policy, employees working in Minnesota will be subject to drug and alcohol testing only under the following circumstances:
The Company will request that an employee take a drug and alcohol test if it has a reasonable suspicion that he/she (a) is under the influence of drugs and/or alcohol; (b) has violated any provision of the Company’s Alcohol and Drug Abuse Policy and Procedure; (c) has sustained a personal injury or caused another employee to sustain a personal injury; or (d) has caused a work-related accident or was operating equipment or a vehicle involved in such an accident. For purposes of requiring drug and alcohol testing, the Company defines a “reasonable suspicion” as a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

6. The Company will not discharge an employee on the basis of his/her first confirmatory positive test result unless it offered the employee the opportunity to undergo a drug or alcohol rehabilitation program, and the employee either refused the offer or failed successfully to complete the program. The Company can discharge the employee on the basis of any subsequent positive test result.

7. With regard to an employee who has participated in a rehabilitation program, future testing without prior notice is limited to two (2) years following the employee’s completion of the program.

8. The Company will provide employees with access to information in their personnel files relating to positive test results and other information acquired during the drug and alcohol testing process, including all conclusions drawn from or actions taken due to such results.

9. The Company will utilize only laboratories licensed by the state Department of Health and which follow the laboratory requirements set forth in the statute.

All other requirements, procedures and potential actions set forth in the Company’s Policy except as limited in this addendum will apply to employees working in Minnesota.
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES WORKING IN MISSISSIPPI

Pursuant to Miss. Code Ann. §§ 71-7-1 to 71-7-31, all Company employees working in Mississippi are subject to the following requirements and procedures. Employees in Mississippi must comply with the requirements, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure, unless otherwise noted. The state of Mississippi regulates both drug and alcohol testing. For purposes of this addendum, the words “drug” and “alcohol” have the same definitions as set forth in the Company’s Policy in chief.

1. In accordance with the “Testing and Searches” section of the Company’s Policy which requires drug and alcohol testing based on a “reasonable belief or suspicion”, employees working in Mississippi are subject to such testing when the Company reasonably suspects that an employee is using or has used drugs in violation of the Company’s Policy. The Mississippi statute defines “reasonable suspicion” as a belief drawn from specific objective and articulable facts and from reasonable inferences drawn from those facts in light of experience.

A reasonable suspicion or belief may be based upon the following, which are by way of example and not intended to be an exhaustive list:

a. observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of a drug;

b. abnormal conduct or erratic behavior while at work, absenteeism, tardiness or deterioration in work performance;

c. a report of drug use provided by reliable and credible sources and which has been independently corroborated;

d. evidence that an individual has tampered with a drug and alcohol test during his employment with the current employer;

e. information that an employee has caused or contributed to an accident while at work; and/or

f. evidence that an employee is involved in the use, possession, sale solicitation or transfer of drugs while working or while on the employer’s premises or operating the employer’s vehicle, machinery or equipment.
MISSISSIPPI ADDENDUM

2. The Company may request that an employee who has entered an alcohol or drug treatment program pursuant to either a Continued Employment Agreement or Agreement to Undergo Drug and Alcohol Treatment submit to the Company’s requests for follow-up, unannounced drug and alcohol testing during the twelve (12) month period following the employee’s completion of such treatment program.

3. Prior to any drug test, the Company will provide the employee or job applicant to be tested with a list of the drugs for which the Company tests by brand name, common name or chemical name.

4. Employees will be paid for the time spent providing the sample if it is done on non-working time.

5. Within five (5) working days after receiving a positive test result, the Company will inform the employee in writing of the result, the consequences of that result, and the options available to him or her.

6. Any employee who receives a positive test result may, within ten (10) working days after receiving notice of that result, submit additional information to the Company by way of explanation.

7. The discharge of any employee because of a positive test result is deemed to have been for cause, and the employee is deemed to have engaged in willful misconduct.

8. You are hereby advised that the Company has implemented a drug and alcohol policy and conducts a testing program, pursuant to House Bill No. 84 of 1994, and you are hereby advised of the existence of said Act.

9. All information, interviews, reports, statements, memoranda and test results, written or otherwise, received by the Company through its drug and alcohol testing program are confidential communications, except under certain circumstances as allowed by the Act.

10. An employee or job applicant shall be allowed to provide notice to the Company of currently or recently used prescription or nonprescription drugs at the time of the taking of the specimen to be tested, and such information shall be placed in writing upon the employer’s drug and alcohol testing custody and control form prior to initial testing.

All other requirements, procedures and potential actions set forth in the Company’s Policy except as limited in this addendum will apply to employees working in Mississippi.
FOR MISSISSIPPI EMPLOYEES
NOTICE TO EMPLOYEES

1. You are hereby advised that Saint-Gobain Corporation has implemented a drug and alcohol policy and conducts a testing program, pursuant to House Bill No. 84 of 1994, and you are hereby advised of the existence of said Act.

2. All information, interviews, reports, statements, memoranda and test results, written or otherwise, received by Saint-Gobain Corporation through its drug and alcohol testing program are confidential communications, except under certain circumstances as allowed by the Act.

3. An employee or job applicant shall be allowed to provide notice to Saint-Gobain Corporation of currently or recently used prescription or nonprescription drugs at the time of the taking of the specimen to be tested, and such information shall be placed in writing upon the employer’s drug and alcohol testing custody and control form prior to initial testing.
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES WORKING IN MONTANA

Pursuant to the General Statutes of Montana §§39-2-205 to 39-2-211, all Company employees working in Montana are subject to the following requirements and procedures. Employees in Montana must comply with the requirements, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure, unless otherwise noted. The State of Montana regulates drug and alcohol testing. For purposes of this addendum, the words “drug” and “alcohol” have the same definitions as set forth in the Company’s policy in chief.

1. The Company is prohibited from requiring drug and alcohol tests as a condition for employment except in certain circumstances for jobs dealing with security or public safety.

2. The term “Employee” shall mean an individual engaged in the performance, supervision or management of work in a hazardous work environment, security position, position affecting public safety, or fiduciary position for an employer, but does not include an independent contractor.

3. Post accident testing is permitted in circumstances where a safety sensitive employee is involved in a work-related accident that results in death, personal injury or property damage in excess of $1,500.
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES WORKING IN NEBRASKA

Pursuant to the Revised Statutes of Nebraska §§ 48-1901 to 48-1910, all Company employees working in Nebraska are subject to the following requirements and procedures. Employees in Nebraska must comply with the requirements, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure, unless otherwise noted. The state of Nebraska regulates drug and alcohol testing. For purposes of this addendum, the words “drug” and “alcohol” have the same definitions as set forth in the Company’s policy in chief.

1. The results of any test may not be used to deny continued employment or in any disciplinary or administrative action unless the following requirements are met:

   A positive finding of drugs must be confirmed by gas chromatography/mass spectrometry or other scientific testing technique which has been approved

   A positive finding of alcohol must be confirmed by gas chromatography with a flame ionization detector or other scientific testing technique which has been approved or a breath-testing device operated by a breath-testing-device operator.

2. An employee may immediately request further confirmation of any breath-testing results by a blood sample if the employee voluntarily submits to give a blood sample taken by qualified medical personnel.
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES WORKING IN NORTH CAROLINA

Pursuant to the General Statutes of North Carolina §§ 95-230 to 95-235, all Company employees working in North Carolina are subject to the following requirements and procedures. Employees in North Carolina must comply with the requirements, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure, unless otherwise noted. The state of North Carolina regulates drug, but not alcohol testing. For purposes of this addendum, the word “drug” has the same definition as set forth in the Company’s policy in chief.

1. Collections of samples shall be performed under reasonable and sanitary conditions. The individual dignity of all employees shall be preserved to the extent practicable during testing.

2. The examiner who conducts testing shall have the option of performing the screening test on-site for prospective employees, provided that samples which demonstrate a positive drug test result are sent to an approved laboratory for confirmation testing, or having an approved laboratory perform both the screening and confirmation tests.

3. A portion of every sample that produces a confirmed positive examination result shall be preserved by the laboratory that conducts the confirmatory examination for a period of at least ninety (90) days from the time the results of the confirmed positive examination are mailed or otherwise delivered to the examiner.

4. Employees shall have the right to retest a confirmed positive sample at the same or another approved laboratory. Any employee who requests retesting of their sample will incur all reasonable expenses related to the request.

5. The Company is subject to civil penalties of up to $250.00 per employee, with the maximum not to exceed $1,000.00 per investigation by the Commissioner of Labor or his authorized representative, if it violates the testing requirements set forth in §§ 95-230 through 95-235 of the General Statutes of North Carolina.

All other requirements, procedures and potential actions set forth in the Company’s Policy except as limited in this Addendum will apply to employees working in North Carolina.
Pursuant to the Oklahoma Statutes Annotated Title 40, Chapter 15, Section 551 - 565, all Company employees working in Oklahoma are subject to the following requirements and procedures. Employees in Oklahoma must comply with the requirements, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedures unless otherwise noted. The State of Oklahoma regulates most drug and alcohol testing. For the purposes of this addendum the word “alcohol” shall have the same meaning as it is given in the Company’s Policy. The word “drug” shall have the same meaning as it is given in the Company’s Policy.

1. The Company will post a copy of the drug and alcohol testing policy and any changes to the policy in a prominent employee access area within the Company and will give a copy of the policy, and any changes to the policy, to each employee and applicant upon his/her receipt of a conditional offer of employment.

2. Testing shall occur during or immediately after the regular work period for current employees and shall be considered work time for purposes of compensation and benefits.

3. Post accident testing may occur if there is reasonable suspicion that the employee or another person involved in a work-related accident is under the influence and the accident results in injury, or property damage in excess of $500.00.

4. Follow up testing may occur for up to two (2) years following an employee’s return to work.

5. The Company will pay all costs of testing as well as the cost of transportation if the testing is conducted at a place other than the Company’s premises.

6. Testing facilities utilized to detect the presence or absence of drugs and/or alcohol shall be licensed by the State Department of Health and will meet the qualifications established for testing facilities pursuant to the Standards for Workplace Drug and Alcohol Testing Act.

7. The Company will provide an employee assistance program, either in-house or otherwise, which provides drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation.

All other requirements, procedures and potential actions set forth in the Company’s policy except as limited in this addendum will apply to employees working in Oklahoma and of this addendum.
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES WORKING IN OREGON

Pursuant to the Oregon Revised Statutes, Section 659.840 and 659A.300, all Company employees working in Oregon are subject to the following requirements and procedures. Employees in Oregon must comply with the requirements, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure, unless otherwise noted. The State of Oregon regulates alcohol testing but not drug testing. For the purposes of this addendum the word “alcohol” shall have the same definition as it is given in the Company’s Policy.

1. In lieu of the alcohol testing requirements and procedures set forth in the “Testing and Searches” section of the Company’s policy, applicants and employees working in Oregon will be subject to breathalyzer testing only if the Company has reasonable grounds to believe that the individual is under the influence of alcohol or if the employee consents to testing.

All other requirements, procedures and potential actions set forth in the Company’s Policy except as limited in this addendum will apply to employees working in Oregon.
ADDENDUM TO THE COMPANY’S
ALCOHOL ANTI DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES WORKING IN RHODE ISLAND

Pursuant to the General Statutes of Rhode Island §§ 28-6.5-1 et. seq., all Company employees working in Rhode Island are subject to the following requirements and procedures. Employees in Rhode Island must comply with the requirements, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure, unless otherwise noted. The State of Rhode Island regulates drug and alcohol testing. For purposes of this addendum, the words “drug” and “alcohol” have the same definitions as set forth in the Company’s policy in chief.

1. Employees testing positive for drug use may not be fired based on that positive result but must first see a substance abuse professional for assistance. Subsequent testing that reveals continued use of a proscribed substance may then be used as grounds for termination.

2. All positive tests are to be confirmed by a federally certified laboratory for both employees and job applicants.

3. The employee has the opportunity to have the sample tested or evaluated by an independent testing facility at the Company’s expense, and a reasonable opportunity to rebut or explain the results.
Pursuant to the Utah Code, Section 34-38-1 through 34-38-15, all Company employees working in Utah are subject to the following requirements and procedures. Employees in Utah must comply with the requirements, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure, unless otherwise noted. The State of Utah regulates both drug and alcohol testing. For purposes of this addendum, the word “alcohol” means ethyl alcohol or ethanol and the word “drug” shall have the same definition as it is given in the Company’s Policy.

1. All Company employees including management must submit themselves to drug and alcohol testing on a periodic basis.

2. Testing shall occur during or immediately after the regular work period for current employees and will be deemed work time for purposes of compensation and benefits.

3. The Company shall pay all costs of testing as well as the cost of transportation if the testing of a current employee is conducted at a place other than Company’s premises.

4. An employee or applicant who tests positive for drug and/or alcohol may not be considered “a person with a disability” for the purposes of Title 34A, Chapter 5, of the Utah Anti-Discriminatory Act based solely upon the test results.

5. There is no physician-patient relationship created between an employee or applicant and the Company or any person performing the testing due to the establishment of the Company’s Drug and Alcohol Testing Program.

All other requirements, procedures and potential actions set forth in the Company’s Policy except as limited in this addendum will apply to employees working in Utah.
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES WORKING IN VERMONT

Pursuant to the Vermont Statutes Annotated tit. 21 §§511 to 519, all Company employees working in Vermont are subject to the following requirements and procedures. Employees in Vermont must comply with the requirements, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure, unless otherwise noted. The State of Vermont regulates drug and alcohol testing. For purposes of this addendum, the words “drug” and “alcohol” have the same definitions as set forth in the Company’s policy in chief.

1. The Company must have probable cause to believe an employee is using drugs or alcohol before testing is permitted, and a bona fide rehabilitation program available for employees.

2. Employees testing positive for drug use will not be terminated if they agree to participate in and then successfully complete the employee assistance program, during which time they are suspended from work. This program may not be more than three months.

3. Applicants for employment will only be tested after receiving notice that their job offer is contingent upon a negative test result. Such notice must include the drug testing procedure and a list of the drugs for which they will be tested, and the therapeutic levels of medically-prescribed drug tested that will not be reported.

4. Over the counter medication and other substances may result in a positive initial screen. If so, the result will be confirmed to rule out the possible false positive result.

5. Blood samples may not be used for drug testing.
ALCOHOL AND DRUG ABUSE POLICY AGREEMENT
FOR CONTRACTOR EMPLOYEES ON COMPANY PREMISES

1. ______________________ (the Company) maintains an Alcohol and Drug Abuse Policy designed to promote the health and safety of all Company employees. To assist the Company’s goal of operating a safe, healthful and efficient workplace, ______________________ (“Contractor”) agrees to implement its own policy regarding drug and alcohol use for its employees who perform work on Company premises. Contractor and the Company agree that Contractor will define the parameters of its drug and alcohol testing policy. The Contractor’s program test panel must include as a minimum the panel five drug groups and at the detection levels indicated in the US Department of Transportation’s Procedures for Transportation Workplace Drug Testing Programs (49 CFR 40).

2. Contractor will conduct pre-assignment drug testing of all Contractor employees who intend to work on Company premises. Testing of each such employee should be conducted within ____ days (preferably thirty (30) days or less but, in no event, more than 180 days) prior to the commencement of such employee’s work on Company premises. Contractor agrees that it will not permit any employee who tests positive to report for work at the Company’s premises.

3. Contractor agrees to perform testing on any employee involved in a work site accident while on the Company’s premises.

4. Contractor agrees upon Company’s request to provide documentation to verify Contractor’s employees’ alcohol and/or drug test results.

5. Contractor warrants that its employees who return to the Company’s premises after an absence of more than 180 days will be tested in accordance with paragraph 2 above prior to their return.

6. Contractor, as employer, must remove any Contractor employee from the premises who fails to perform his/her job responsibilities in a safe and effective manner. Contractor further agrees to appropriately discipline its employees in accordance with the Contractor’s policy and procedures as well as to remove or discipline its employees for violations of the Company’s policies and procedures.

7. Contractor agrees to implement and enforce the foregoing procedures and disciplinary actions for all subcontractors and their employees.

8. It is Contractor’s responsibility to insure that testing is conducted in accordance with applicable law.

Contractor Representative

Name: _______________________________
Title: _______________________________
Date: _______________________________

Company Representative

Name: _______________________________
Title: _______________________________
Date: _______________________________
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES WORKING UNDER CONTRACT TO CLIENTS
WHO REQUIRE THEIR CONTRACTORS
TO PERFORM CERTAIN TESTING

1. Business unit employees who are subject to working under contract to clients and/or performing work on property under the control of such clients, which clients require their qualified contractors to perform random or periodic testing for the presence of drugs in contractor’s employees assigned to such contracts and/or property, will be subject to such testing in addition to that testing required or permitted by the Company policy.

2. Any employee subject to this policy who tests positive will be immediately disqualified from performing work on the subject contract and/or property, at least until (i) a subsequent negative test result is obtained, (ii) any required counseling or treatment program has been successfully completed, and (iii) the individual has been determined to be able to perform his/her duties. Notwithstanding the foregoing, if any such test result also constitutes a violation of the Company’s policy, such employee shall also be subject to all applicable procedures of the Company policy including, but not limited to, discipline up to and including termination of employment for the first offense.

3. Employees subject to this policy will be notified of the client’s additional testing requirements at the time of assignment to work on such client’s contract and/or property. Any questions regarding the applicability of a particular client’s requirements are to be directed to the business unit’s contract administrator.

4. All other requirements, procedures and potential actions set forth in the Company’s Policy will apply to employees working under contract to clients.
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR TRUCK DRIVERS (DOT)

Pursuant to the regulations promulgated by the Department of Transportation (DOT), 49 C.F.R. Part 40, and the Federal Motor Carrier Safety Administration (FMCSA), 49 C.F.R. Part 382 all safety-sensitive employees who operate commercial vehicles requiring a commercial driver’s license (CDL), are subject to the following requirements and procedures. Truck drivers, as Company employees, must also comply with the requirements, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure. As with the Company’s Policy, this Policy has been promulgated with the health and safety of Company employees. Furthermore, these provisions are consistent with the Company’s desire to provide and maintain a safe, healthful and efficient workplace, to deter drug and alcohol abuse, and to comply with applicable regulations. Participation in the drug and alcohol testing program is a requirement of each driver, and therefore, is a condition of employment or use of a vehicle on behalf of the Company. The following provisions are subject to change in accordance with changes in the Federal regulations.

1. **PERSON TO ANSWER QUESTIONS**

   Questions concerning drug and alcohol testing requirements and policies can be directed to the Vice President - Human Resources or his/her designee.

2. **DRIVERS SUBJECT TO TESTING**

   The FMCSA requires all drivers who are required to have a CDL to undergo drug and alcohol testing. A CDL is required if the driver operates a motor vehicle 1) with a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds, 2) with a gross vehicle weight rating of 26,001 or more pounds, 3) designed to transport 16 or more passengers or 4) of any size that is used to transport hazardous material which requires the vehicle to be placarded or any quantity listed as a select agent or toxin under the hazardous materials regulations.

3. **COMPLIANCE REQUIRED WHEN PERFORMING SAFETY SENSITIVE FUNCTIONS**

   The majority of testing for the presence of drugs and/or alcohol will be done prior to, immediately following or while drivers are performing safety-sensitive functions. Drivers are performing safety-sensitive functions when:
a) at all times at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;

b) performing required equipment inspections or otherwise inspecting, servicing or conditioning any commercial motor vehicle at any time;

c) at the driving controls of a commercial motor vehicle in operation;

d) at all times, other than driving time, in or upon any commercial motor vehicle, except time spent resting in the sleeper berth;

e) loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, giving or receiving receipts for shipments loaded or unloaded, or remaining in readiness to operate the motor vehicle; or

f) repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

4. **PROHIBITED DRIVER CONDUCT**

Drivers may not report for or remain on duty requiring the performance of a safety-sensitive function while having an alcohol concentration of 0.04 or greater. Drivers are prohibited from using alcohol while performing safety-sensitive functions. Drivers may not consume or otherwise use alcohol within four (4) hours of performing safety-sensitive functions nor within eight (8) hours after an accident unless the driver has been given a post-accident alcohol test. Drivers may not refuse to submit to a required post-accident, random, reasonable suspicion or follow-up alcohol or drug test.

Drivers may not report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver that the substance will not adversely affect the driver’s ability to safely operate a commercial motor vehicle. Drivers are further prohibited from reporting for duty, remaining on duty or performing a safety-sensitive function if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.
5. **CIRCUMSTANCES UNDER WHICH DRIVERS WILL BE TESTED**

For alcohol tests, the Company will perform post-accident, reasonable suspicion, random, return to duty and follow up testing. Drug tests will be performed pre-employment, post-accident, upon reasonable suspicion, random, return to duty and for follow up. Post-accident testing will be conducted on drivers whose performance could have contributed to an accident as determined by a citation, and where a fatality occurs. (See the chart below for specific circumstances under which post-accident testing will occur). Reasonable suspicion testing generally occurs when a trained supervisor or company official observes behavior or appearance that is characteristic of drug or alcohol use. Random testing will occur on a random, unannounced basis, just before, during or after the performance of a safety-sensitive function. Return to duty and follow up testing are conducted when a driver who has violated the policy returns to performing safety-sensitive duties. Drug tests will use driver urine samples and alcohol tests will use either driver breath or saliva samples.

<table>
<thead>
<tr>
<th>Types of Tests</th>
<th>Alcohol</th>
<th>Drug</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-employment</td>
<td>NO</td>
<td>YES</td>
</tr>
<tr>
<td>Random</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Reasonable Suspicion</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Post-Accident*</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Return to Duty</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Follow-Up</td>
<td>YES</td>
<td>YES</td>
</tr>
</tbody>
</table>

Post Accident Testing Will Specifically Occur In Accordance With The Following Table:

<table>
<thead>
<tr>
<th>Type of Accident Involved</th>
<th>Citation Issued to CMV Driver</th>
<th>Test Must Be Performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Fatality</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Human Fatality</td>
<td>NO</td>
<td>YES</td>
</tr>
<tr>
<td>Bodily Injury With Immediate Medical Treatment Away From Scene</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>Bodily Injury With Immediate Medical Treatment Away From Scene</td>
<td>NO</td>
<td>NO</td>
</tr>
<tr>
<td>Disabling Damage To Any Motor Vehicle Requiring Tow Away</td>
<td>YES</td>
<td>YES</td>
</tr>
</tbody>
</table>
Disabling Damage To Any Motor Vehicle Requiring Tow Away

NO

NO
Follow-up testing will be conducted upon the recommendation of the Company’s Medical Review Officer. NO MEDICAL REVIEW OFFICER. Return to duty and follow-up alcohol testing will be required when the original test revealed a breath alcohol content of 0.04 or greater.

6. TESTING PROCEDURES

The Company will utilize laboratories certified by the Department of Health and Human Services under the National Laboratory Certification Program to test samples. Such laboratories are required to follow the DOT’s procedures and requirements as set forth in its’ “Procedures for Transportation Workplace Drug and Alcohol Testing Programs” and as amended from time to time by applicable Federal Regulations. Additionally, the Company and the laboratories will maintain employee confidentiality and will treat testing records and results as confidential. Such records and results will be released only to those authorized to receive them. There is a well-documented procedure for the collection, shipment, and accessioning of samples (including the use of a standard sample custody and control form containing the information required by the DOT regulations) and the recordation of the complete cycle of sample collection, shipment and testing. The privacy of those being tested will be protected during the collection process in accordance with the DOT procedures.

A. Drugs

The initial drug screen will be by immunosassay (“EMIT”). If the immunosassay test results are negative, no further testing will be required. A presumptive positive test result will be confirmed by gas chromatography/mass spectrometry (“GC/MS”). Each specimen will be assayed for the presence of the following compounds at the detection levels indicated. In the event Federal Regulations change the detection levels, testing will be conducted in accordance with such regulations. Specimens will be collected using a split specimen method to assist with testing analysis and verification.

<table>
<thead>
<tr>
<th>DRUG GROUP</th>
<th>EMIT SCREEN LEVEL</th>
<th>GC/MS LEVEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana metabolites</td>
<td>50</td>
<td>15</td>
</tr>
<tr>
<td>• Delta-9-tetrahydrocannabinoL-9-carboxylic acid (THC)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Alcohol and Drug Abuse Policy and Procedure**

POLICIES AND PROCEDURES FOR NORTH AMERICA

<table>
<thead>
<tr>
<th>DRUG GROUP</th>
<th>EMIT SCREEN LEVEL</th>
<th>GC/MS LEVEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cocaine metabolites (Benzoylecgonine)</td>
<td>300</td>
<td>150</td>
</tr>
<tr>
<td>Phencyclidine (PCP)</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Amphetamines</td>
<td>1000</td>
<td>500</td>
</tr>
<tr>
<td>• Amphetamine</td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>• Methamphetamine (Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/mL.)</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>Opiate metabolites</td>
<td>2000</td>
<td></td>
</tr>
<tr>
<td>• Codeine</td>
<td>2000</td>
<td>2000</td>
</tr>
<tr>
<td>• Morphine</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>• 6-acetylmorphine (6-AM) (Test for 6-AM will only be conducted when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL.)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Pursuant to the DOT-mandated procedures, the Company will utilize a Medical Review Officer (MRO) to review, interpret, and evaluate all confirmed positive test results. The MRO will give truck drivers an opportunity to explain a confirmed positive result before the result is reported to the Company.

**B. Alcohol**

Initial alcohol screen tests will be administered through either a saliva, non-evidential breath alcohol screening device (ASD) or evidential breath test (EBT). If the initial test indicates a blood alcohol concentration of less than 0.02, no further testing is necessary. However, if the initial test indicates a blood alcohol concentration of 0.02 or greater, a confirmation test is required. Confirmation testing should occur within thirty (30) minutes of the initial test and will be conducted on an EBT. When the confirmation test result is different from the initial test result, the confirmation result will be used to determine what action, if any, will be taken.
7. TYPES OF TESTING

A. Pre-employment Testing

Driver applicants must submit to a drug test prior to employment. A negative test result is required before a driver can make his first trip. However, a driver who is regularly employed by another motor carrier does not have to submit to a pre-employment drug test.

B. Reasonable Suspicion Testing

Upon reasonable suspicion, the Company will require a driver to submit to a drug and/or alcohol test. Reasonable suspicion means that the Company believes the actions, appearance, or conduct of the driver are indicative of drug use. Before testing is required, such actions, appearance, or conduct will be witnessed by two supervisors or other Company officials (if two are available) who have received substance abuse training. The witness(es) will prepare supporting documentation within twenty-four (24) hours.

C. Random Testing

The Company will randomly test its truck drivers for drug and/or alcohol use using a selection process which will reasonably spread such testing throughout the twelve (12) month period. The regulations require that at least fifty (50) percent of the Company’s average number of drivers be tested for drugs each year. Twenty-five (25) percent of the drivers will be randomly tested for alcohol use.

D. Post Accident Testing

A truck driver who, while performing safety-sensitive functions, is involved in an accident involving a fatality; or receives a traffic citation for his/her involvement in any accident which (1) results in any bodily injury (to any person) requiring medical treatment away from the accident site, or (2) results in disabling damage to one or more vehicles will be tested for alcohol/controlled substance use as soon as possible after the accident. In no event will an employer test for alcohol later than eight (8) hours after the accident nor test for controlled substances later than thirty-two (32) hours after the accident.
E. Return to Duty and Follow-Up Testing

Follow-up and Return to Duty tests will be performed on drivers who have violated the drug and/or alcohol regulations. Follow-up tests will be unannounced and at least six tests will be conducted in the first twelve (12) months following a driver’s return to duty. Follow-up testing may continue for up to sixty (60) months. Follow-up and Return to Duty tests may, but are not required to, be observed by the collector of the test specimen. Drivers who are subject to observed testing shall be required to raise his or her shirt (or blouse, dress or skirt as appropriate) above the waist, lower his or her clothing and underpants and turn to show the observer that he or she is not wearing a prosthetic device. Once such observation reveals that the driver is not in possession of or wearing a prosthetic device, clothing may be returned to its proper position and an observed collection may take place. In the event Federal Regulations change the requirements of observed collections, they shall be conducted in accordance with such regulations.

8. REFUSAL TO SUBMIT TO TESTING

A driver may not refuse to submit to post-accident, reasonable suspicion, random, or follow-up tests. If a driver refuses to undergo testing, he/she may not perform or continue to perform safety-sensitive functions. A refusal to submit to a drug or alcohol test includes:

- the failure to appear for a test within a reasonable time after being directed to do so;
- the failure to remain at the testing site until the testing process is complete;
- the failure to provide a urine specimen for a drug test required by DOT;
- where a test is to be directly observed or monitored, the failure to permit observation or monitoring;
- the failure to provide a sufficient amount of urine when directed, and it has been determined through a required medical evaluation that there was no adequate medical explanation;
- the failure or refusal to take a second test the employer or collector directs the driver to take;
- the failure to undergo a medical examination or evaluation as directed by the Medical Review Officer as part of the verification process;
• the failure to cooperate with any part of the testing process (e.g. refusing to empty pockets when directed by the collector, acting confrontational in a way that disrupts the testing process);
• for an observed collection, the failure to follow the observer’s instruction to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if a prosthetic or other device exists that could be used to interfere with the collection process;
• the possession or wearing of a prosthetic device that could be used to interfere with the testing process;
• an admission to the collector or Medical Review Officer that the driver adulterated or substituted a specimen;
• the report of the Medical Review Officer of a verified adulterated or substituted test result.

9. **RELEASE OF PRIOR RESULTS**

Drivers must provide written consent to the Company to contact previous employers to obtain information on prior alcohol and drug test results as well as refusals to test.

10. **CONSEQUENCES OF POSITIVE TESTS**

A. **Positive Alcohol Test Between 0.02 and 0.04.**

A driver whose alcohol test results in an alcohol concentration between 0.02 and 0.04 shall not perform safety-sensitive functions until the start of the driver’s next scheduled on-duty period, but not less than 24 hours following the test.

B. **Positive Alcohol Test of 0.04 and Above.**

A driver who tests for an alcohol concentration of 0.04 or greater cannot perform safety-sensitive functions. The driver will also be evaluated by a substance abuse professional and be informed of resources regarding drug and alcohol problems. He/she must comply with treatment recommendations and undergo a return to duty test and obtain a negative result before returning to work. A driver who tests positive for an alcohol concentration of 0.04 or greater is subject to follow-up testing for up to five (5) years.
C. **Positive Drug Test.**

A driver who tests positive for drugs cannot perform safety-sensitive functions. After testing positive, a driver must be evaluated by a substance abuse professional, comply with treatment recommendations, and obtain a negative result on a return to duty drug test. Drivers who test positive will be subject to follow-up drug tests for up to 5 years. In the event Federal Regulations change the foregoing testing levels and consequences, the testing levels and related consequences shall be in accordance with such regulations.

11. **EFFECTS OF DRUGS AND ALCOHOL**

Drivers impaired by drugs and/or alcohol are a danger to themselves, fellow workers, and all driving members of the public. Drugs and alcohol can contribute to work-related problems including absenteeism, lower productivity, workplace accidents, and higher health insurance rates. The use of drugs and alcohol is also directly related to a variety of physical ailments. Drug and alcohol abuse may adversely affect both work and personal lives. Symptoms of drug or alcohol use can include physical symptoms such as slurred speech, loss of coordination or an unsteady gait. Behavior symptoms such as increased talkativeness, reduced emotional control and impaired driving ability are also caused by drug or alcohol use. Because alcohol and drug problems can be treated in many cases, the Company encourages employees to seek treatment for these disorders. Employees are encouraged to make use of the services offered through the Company's Employee Assistance Program (EAP) at 1(800) 865-3200 or on www.sgcbenefits.com. Additional information on the effects of alcohol misuse and controlled substances can be obtained by calling Alcoholics Anonymous (800) 356-9996 or the National Institute on Drug Abuse Hotline (800) 843-4971.

12. **FEDERAL STANDARDS/OTHER TESTING/OTHER DISCIPLINE**

The Company is committed to maintaining a drug-free workplace to promote the health and safety of all employees as well as the general public. The testing procedures and penalties outlined in this addendum are required by Federal law and are separate and apart from those set forth in the Company’s Drug and Alcohol Abuse Policy and Procedure. To facilitate the Company’s commitment, the Company reserves the right to conduct testing and administer stricter penalties up to and including discharge pursuant to the Company’s Alcohol and Drug Abuse Policy and Procedure.
CERTIFICATE OF RECEIPT OF COMPANY’S ALCOHOL AND DRUG ABUSE POLICY FOR TRUCK DRIVERS

I acknowledge that I have received a copy of the Addendum to the Company’s Alcohol and Drug Abuse Policy and Procedure for Truck Drivers which sets forth the requirements of federally-mandated drug and alcohol provisions to which I am subject.

Employee:_________________________ Date: _____________________
CHECKLIST — ISSUES REGARDING
DOT DRUG AND ALCOHOL TESTING

Listed below are a number of issues that are not appropriate for inclusion in St. Gobain’s drug and alcohol testing policy, but which should be brought to counsel’s and management’s attention.

1. The FMCSA’s rules require pre-employment drug testing of truck drivers. The rules provide for an exception to pre-employment drug testing where the driver has participated in a drug testing program that meets DOT requirements within the past thirty days, and was either tested for drug use within the past six months or participated in a random testing program for the past twelve months, and the employer ensures that no prior employer of the driver of whom the employer has knowledge has records of a violation of the drug or alcohol DOT requirements within the previous six months.

2. If the Company does not conduct its own pre-employment drug test, it is required to contact the controlled substances testing programs in which the driver participated and obtain the following information:
   a. names and addresses of the programs
   b. verification that the driver participates or participated in the program
   c. verification that the program conforms to applicable DOT testing requirements
   d. verification that the driver is qualified under the DOT testing regulations, including that the driver has not refused to be tested for controlled substances
   e. the date the driver was last tested for controlled substances; and
   f. the results of any tests taken within the previous six months and any other violations of the DOT drug and alcohol testing requirements.

3. With regard to random testing, the rules and their explanatory comments state that a “scientifically valid” selection method must be used. The agency suggests a random number table or a computer-based generator of random numbers that can be matched with drivers’ social security numbers, payroll or employee identification numbers, or some similar number. Every driver must have the same chance of being selected each time random testing is conducted.
The regulations allow the FMCSA Administrator to increase or decrease the random testing percentages should the reported violation rate of the entire industry indicate that more or less random testing is required.
4. The Company must maintain records concerning the types and results of the drug and alcohol tests it conducts each year. If the company is notified, during the month of January, of a request by the FMCSA to report the calendar year summary of testing results, it must do so by March 15 of that year. The FMCSA may request a copy of the Company’s summary, which must be retained for five years. In cases where there were verified positive drug test results or alcohol screening test results of 0.02 or greater during the year, the summary must include the following fifteen different categories of information;

a. Number of drivers subject to testing;
b. Number of drivers subject to testing under the rules of more than on DOT agency, identified by each agency;
c. Number of urine specimens collected by type of test (e.g., pre-employment, random, reasonable suspicion, post-accident);
d. Number of positives verified by a MRO by type of test and type of drug;
e. Number and type of negative drug tests verified by a MRO by type of test;
f. Number of persons denied a position as a driver following a pre-employment verified positive drug test and/or pre-employment alcohol test that indicates an alcohol concentration of 0.04 or greater;
g. Number of drivers with test verified positive by MRO for multiple drugs;
h. Number of drivers who refused to submit to an alcohol or drug test, including those who submitted substituted or adulterated specimens;
i. (i) Number of supervisors who have received required alcohol misuse training during the reporting period; and (ii) Number of supervisors who have received required drug use training during the reporting period;
j. (i) Number and type of screening alcohol tests; and (ii) Number and type of confirmation alcohol tests;
k. Number and type of confirmation alcohol tests indicating an alcohol concentration of 0.02 or greater but less than 0.04;
l. Number and type of confirmation alcohol tests indicating an alcohol concentration of 0.04 or greater;
m. Number of drivers who were returned to duty having complied with the recommendation of a substance abuse professional who previously: (i) Had a verified positive drug test result, or (ii) Engaged in prohibited alcohol misuse;
n. Number of drivers who were administered alcohol and drug tests at the same time, with both a verified positive drug test result and an alcohol test result indicating an alcohol concentration of 0.04 or greater; and
Alcohol and Drug Abuse Policy and Procedure
POLICIES AND PROCEDURES FOR NORTH AMERICA

5. The regulations require supervisor training. Specific details of the training are not provided; they merely require that supervisors who will be charged with making "reasonable suspicion" determinations be given one hour of training on alcohol misuse and a separate hour of training on drug use.

6. Management must be aware that if post-accident or reasonable suspicion alcohol tests are not administered within two hours after the accident or reasonable suspicion determination, then the Company must document and maintain on file the reasons the test was not given promptly. Should the test be delayed for eight hours or more past the accident or the supervisor’s determination of reasonable suspicion, then the Company must cease all attempts to administer the alcohol test to the driver involved. All such failures also must be documented.
If a post-accident drug test is not given within thirty-two (32) hours following the accident, then the Company can no longer attempt to test the driver involved in the accident. As with alcohol testing, the reasons for failing to test in a timely fashion must be documented and kept on file. There is no similar time requirement with regard to reasonable suspicion drug tests.

7. A copy of the National Highway Traffic Safety Administration’s (NHTSA) Conforming Products List (CPL) of Evidential Breath Measurement Devices and Alcohol Screening Devices which may be used for alcohol testing under the DOT rules is attached to this addendum.

8. The Company’s policy-in-chief requires split sampling, but we should confirm that it actually is being done at all locations.

9. Management should be reminded that failure to comply with the testing requirements set forth in the DOT and FMCSA rules can result in substantial penalties for the Company. The civil penalty for a “serious pattern of safety violations” is a fine of $1,000 for each offense, up to a maximum fine of $10,000. Where DOT determines that a “substantial health or safety violation” has occurred which could reasonably lead to, or has resulted in, serious personal injury or death, it can assess a fine of $10,000 per offense. Even mere recordkeeping violations can result in a penalty of $500 per day, up to $2,500 for a single violation. The regulations carry criminal penalties as well, including a fine of up to $25,000 and imprisonment for one year.

10. Although emphasized in the principal policy, Company managers and supervisors should be reminded from time to time of the importance of keeping confidential all information relating to the drug and alcohol testing process, including the test results and any rehabilitation or medical treatment which employees undergo.
AUTHORIZATION TO CONTACT PRIOR EMPLOYERS FOR INFORMATION REGARDING PRIOR DRUG AND ALCOHOL TESTS DOT

I have been informed that the Company is required by federal regulations to obtain authorization from all new truck drivers to contact their previous employer(s) and inquire about my participation in the testing program.

With this understanding, I hereby authorize the Company to contact and communicate with my previous employers regarding any drug and/or alcohol test to which I have been asked to submit over the last two years, and any substance abuse evaluation or treatment I have received, and return to duty testing to which I submitted, as a result of any such drug or alcohol test.

I further authorize any prior employer of mine to release to the Company documents and other information concerning any drug and/or alcohol test to which I was asked to submit.

I understand and agree that providing the requested authorization is a condition for consideration of employment with the Company. I further understand that the Company will make every effort to ensure the confidentiality of all information it receives from any of my prior employers regarding my drug and alcohol tests.

I agree to release and hold the Company, its agents, directors, officers, and employees harmless from any and all liability and from any claims or causes of action for any alleged injury whatsoever resulting from or related to any release of information made in connection with the inquiries the Company makes of my previous employers.

Signature: _____________________    Witness: ____________________

Date: __________________________    Date: ______________________
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES WORKING ON DOD CONTRACTS

Pursuant to its Federal Acquisition Regulations, 48 C.F.R. §§ 223.570-4 and 252.223-7004, the Department of Defense (DOD) requires the Company to perform drug testing on employees who are working on a DOD contract and who have access to classified information. Drug testing is also mandated for employees working on DOD contracts who are in positions that implicate national security or public health or safety, or which involve functions requiring a high degree of trust and confidence.

1. Drug-Free Workforce Required Clause

   (a) Definitions.

   (1) Employee in a sensitive position, as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

   (2) Illegal drugs, as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that title. The term “illegal drugs” does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

   (b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

   (c) Contractor programs shall include the following, or appropriate alternatives:

   (1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;
(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee’s duties, the efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing –

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.
(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the “Mandatory Guidelines for Federal Workplace Drug Testing Programs” (53 FR 11980 (April 11 1988)), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiations at the next collective bargaining session.

The Company has established a drug testing policy in accordance with the preceding provision set forth in Section 1(a) - (e) above.

2. The Company must submit to DOD a report of any confirmed instance of behavior by or other confirmed information it obtains about an employee who has access to classified information if that behavior or information indicates that access is inconsistent with the national interest. Any confirmed instance of behavior or other information which adversely reflects upon the employee’s integrity or character, or which otherwise suggests impairment of his/her ability to safeguard classified information, will be reported to DOD. Reportable information includes behavior which constitutes a violation of the Company’s Alcohol and Drug Abuse Policy and Procedure, as well as other information which DOD has deemed reportable. The Company is also required to file appropriate reports with DOD concerning alcohol abuse and the possession, use or sale of controlled substances by any employee holding a government security clearance or in the process of receiving one. In the event a report is made to DOD, the Company will retrieve all classified data in the employee’s possession and will suspend access to such data pending DOD’s final determination regarding his/her security clearance.
3. The Company will not permit any employee working on a DOD contract in one of the capacities set forth in paragraph 1 above to remain on duty or to perform any work on that contract after he/she has tested positive on a drug test unless and until the Company determines to its satisfaction through applicable criteria, including, but not limited to, a subsequent negative drug test result, that the employee no longer uses drugs and can perform in the position.

All other requirements, procedures and potential actions set forth in the Company’s Policy except as limited in this addendum will apply to employees working on DOD contracts.

The Company is committed to maintaining a drug-free workplace to promote the health and safety of all employees as well as the general public. The testing procedures and penalties outlined in this addendum are required by Federal law. To facilitate the Company’s commitment, the Company reserves the right to conduct testing and administer stricter penalties up to and including discharge pursuant to the Company’s Alcohol and Drug Abuse Policy and Procedure.
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES SUBJECT TO FAA REQUIREMENTS - DRUGS

Pursuant to the Federal Aviation Administration’s (“FAA”) Federal Aviation Regulations, 14 C.F.R. Part 121, Appendix I, all Company employees who perform safety-sensitive functions including: flight crewmember, flight attendant, flight instructor, aircraft dispatcher, aircraft maintenance or preventive maintenance, ground security coordinator, aviation screening or air traffic control work are subject to the requirements and procedures set forth in this addendum. These covered employees, as Company employees, must also comply with the requirements, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure, unless otherwise noted.

1. The Company will utilize laboratories certified by the Department of Health and Human Services (“HHS”) pursuant to its “Laboratory Certification Standards” to test samples. Such laboratories are required to follow the Department of Transportation’s (“DOT”) procedures and requirements as set forth in its “Procedures for Transportation Workplace Drug Testing Programs.” 49 CFR 40

Additionally, the Company and the laboratories will maintain a well-documented procedure for collection, shipment, and accessioning of samples, including the use of a standard sample custody and control form containing the information required by the DOT regulations and documenting the complete cycle of sample collection, shipment, and testing.

2. In addition to the drug testing requirements, procedures, and potential actions resulting from such testing as set forth in the “Testing and Searches” section of the Company’s Policy, covered employees will be subject to drug testing under the following circumstances which are mandated by the FAA:

   a. Upon “reasonable cause,” the Company will require a covered employee to immediately submit to a drug test. A reasonable and articulable belief that the employee is using drugs on the basis of specific, contemporaneous physical, behavioral, or performance indicators of probable drug use constitutes “reasonable cause” for purposes of this addendum. Before testing is required, such indicators will be witnessed by two supervisory personnel, at least one of whom has received substance abuse training.
b. In the event of an accident, as defined below, a covered employee will be tested for drug use as soon as possible but in no event later than thirty-two (32) hours after the accident if his/her performance either contributed to the accident or cannot be completely discounted as a contributing factor to it. For purposes of this addendum, an “accident” is an occurrence associated with the operation of an aircraft which takes place between the time a person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury or the aircraft receives substantial damage.

c. The Company will randomly test covered employees for drug use using a selection process that will reasonably spread such testing throughout a twelve (12) month period and ensure that testing occurs at the testing rate determined by the FAA administrator each year.

d. A covered employee who has been hired to perform or who has been returned to the performance of a safety-sensitive function after refusing to submit to a drug test required by this addendum or testing positive on a drug test conducted in accordance with this addendum will be subject to follow-up testing. The number and frequency of this testing shall be determined by the Company MRO and shall consist of at least six tests in the first 12 months following the employee’s return to duty. Follow-up testing shall not exceed 60 months after a covered employee begins to perform or return to the performance of a safety sensitive function. The Company will direct the employee to undergo testing for alcohol in accordance with Federal Aviation Regulations, 14 C.F.R. Part 121, Appendix J, in addition to drugs, if the Company MRO determines that alcohol testing is necessary for the particular employee.

3. A covered employee who tests positive for drug use cannot perform safety-sensitive duties until the Company ensures that he/she is drug-free, as evidenced by a subsequent verified negative test result, and that he/she has participated successfully in a substance abuse evaluation program and all treatment recommended by the evaluation.

4. Drug tests will be conducted according to the procedures set forth below.

   a. The initial screen will be by immunoassay (“EMIT”).
   b. If the immunoassay test results are negative, no further testing will be required. A presumptive positive test result will be confirmed by gas chromatography/mass spectrometry (“GC/MS”).
   c. Each specimen will be assayed for the presence of the following
compounds at the detection levels indicated.
EMIT SCREEN

<table>
<thead>
<tr>
<th>DRUG GROUP</th>
<th>DETECT. LEVEL</th>
<th>GC/MS CONFIRM. DETECT. LEVEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amphetamines</td>
<td>1000</td>
<td>500</td>
</tr>
<tr>
<td>Cocaine Metabolites</td>
<td>300</td>
<td>150</td>
</tr>
<tr>
<td>Marijuana Metabolites</td>
<td>50</td>
<td>15</td>
</tr>
<tr>
<td>Opiate Metabolites</td>
<td>2000</td>
<td></td>
</tr>
<tr>
<td>(i) Codeine</td>
<td></td>
<td>2000</td>
</tr>
<tr>
<td>(ii) Morphine</td>
<td></td>
<td>2000</td>
</tr>
<tr>
<td>(iii) 6acetyl morphine (6-AM)</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Phencyclidine</td>
<td>25</td>
<td>25</td>
</tr>
</tbody>
</table>

* Nanograms milliliter

Levels are subject to change by HHS as advances in technology warrant.

5. The Company will utilize a Medical Review Officer (MRO) to oversee the drug testing process. The MRO will verify all confirmed positive test results. In so doing, the MRO will provide the employee with an opportunity to discuss a positive test result, review his/her medical history and any relevant bio-medical factors, review any medical records the employee has made available, and verify the laboratory report’s accuracy. The MRO will authorize a reanalysis of the original sample if he/she deems necessary. Should the MRO determine that there is a legitimate medical explanation for the confirmed positive result that is consistent with legal drug use, the MRO shall report the test result as negative. If the MRO determines that no legitimate explanation is possible for the confirmed test result, then he/she has verified the result and will inform the Company of the confirmed positive test result.

6. Any employee tested pursuant to this addendum may, within 72 hours after receipt of a confirmed positive test result, request that the MRO arrange for testing of the second, “split” specimen obtained during the collection of the primary specimen that tested positive. The split specimen shall be tested in accordance with the procedures mandated by federal law. The employee is not required to pay for the test from his or her own funds before the test takes place, but the employer may seek reimbursement for the cost of the test, once it is completed.
7. All covered employees are required to attend a training program or programs on such topics as the effects and consequences of drug use on personal health and safety; the work environment, and the manifestations and behavioral cues that may indicate drug use or abuse; and documentation training given to employees and employer’s supervisory personnel. Supervisory personnel who will make reasonable cause determinations shall receive additional training on specific, contemporaneous physical, behavioral, and performance indicators that will in total amount to at least one hour of training.

8. Any covered employee who refuses to submit to a required drug test shall not be permitted to perform or continue to perform safety-sensitive duties, shall be evaluated by a substance abuse professional to determine if he/she is in need of assistance in resolving drug-related problems and complete any recommended treatment. Covered employees who have refused to be tested must obtain a negative result on a return-to-duty test before being allowed to return to work. Individuals who refuse to submit to a required pre-employment test must obtain a verified negative result on subsequent pre-employment test before performing safety-sensitive duties for the Company. Covered employees who refuse to submit to required testing may also be subject to a schedule of follow-up testing. For the purposes of this addendum, a refusal to submit to testing shall mean that an individual failed to provide a urine sample without a genuine inability to provide a specimen (as determined by a medical evaluation), after receiving notice of the requirement for testing; engaged in conduct that clearly obstructed the testing process; or failed to remain at the testing site until the testing process is complete.

9. Any covered employee who has received two verified positive drug test results will be terminated from employment immediately. In addition, any covered employee who is found to have used a prohibited drug while performing a safety-sensitive function will be terminated from employment immediately.

10. The Company is required to obtain from an applicant’s previous employers over the past two years, drug and alcohol testing information.

11. The Company is committed to maintaining a workplace which is conducive to promoting the health and safety of all employees as well as the general public. The testing procedures and penalties outlined in this addendum are required by Federal law. To facilitate the Company’s commitment, the Company reserves the right to administer stricter penalties up to and including discharge pursuant to the Company’s Alcohol and Drug Abuse Policy and Procedure.
ADDENDUM TO THE COMPANY’S
ALCOHOL AND DRUG ABUSE POLICY AND PROCEDURE
FOR EMPLOYEES SUBJECT TO FAA REQUIREMENTS - ALCOHOL

Pursuant to the Federal Aviation Administration’s (“FAA”) Federal Aviation Regulations, 14 C.F.R. Part 121, Appendix J, all Company employees who perform safety-sensitive functions, including flight crewmember, flight attendant, flight instructor, aircraft dispatcher, aircraft maintenance or preventative maintenance, ground security coordinator, aviation screening, or air traffic control work, are subject to the requirements and procedures set forth in this addendum. These employees, as Company employees, must also comply with the requirements, procedures and potential actions set forth in the Company’s Alcohol and Drug Abuse Policy and Procedure, unless otherwise noted. The following provisions are subject to change in accordance with changes in the federal regulations.

1. PERSON TO ANSWER QUESTIONS

Questions concerning alcohol testing requirements and policies can be directed to the AMPP Program Manager, Joseph Hensel at (330) 296-9948.

2. EMPLOYEES SUBJECT TO TESTING

The FAA requires all persons who perform any of the following safety-sensitive functions to undergo alcohol testing: flight crewmember, flight attendant, flight instructor, aircraft dispatcher, aircraft maintenance or preventive maintenance, ground security coordinator, aviation screening or air traffic control. All persons performing any of the foregoing functions will hereinafter be referred to as “covered employees.”

3. COMPLIANCE REQUIRED WHEN PERFORMING SAFETY SENSITIVE FUNCTIONS

Testing for the presence of alcohol will be done prior to, immediately following or while employees are performing safety-sensitive functions. Covered employees must refrain from using any alcohol whenever they are performing, ready to perform or immediately available to perform safety-sensitive functions.
4. **PROHIBITED CONDUCT**

For purposes of this addendum, the term “alcohol” is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl or isopropyl alcohol. Also, the term “alcohol use” is defined as the consumption of any beverage, mixture, or preparation, including any medication (prescribed or over-the-counter, intentional or unintentional), containing alcohol.

A. **Alcohol Concentration**

Covered employees may not report for duty or remain on duty in a position requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

B. **Pre-Duty Use**

Covered employees may not perform flight crewmember, flight attendant, or air traffic controller duties within 8 hours after consuming alcohol. Additionally, covered employees may not perform flight instruction, aircraft dispatcher, aircraft maintenance or preventive maintenance, ground security coordinator, or aviation screening duties within 4 hours after consuming alcohol. On-call employees who are not at work, but could be called to perform safety-sensitive functions, are subject to the foregoing pre-duty alcohol prohibitions (i.e., they would have to decline a call to work if acceptance would result in performing safety sensitive duties within 8 or 4 hours, whichever is applicable).

C. **On-Duty Use**

Covered employees may not consume alcohol in any form while performing safety-sensitive functions. This prohibition also applies to covered employees who are at work and immediately available to perform safety-sensitive functions.

D. **Use After an Accident**

Covered employees with knowledge of an accident involving an aircraft for which they performed a safety sensitive function at or near the time of the accident may not use alcohol for 8 hours after the accident unless they
have been given a post-accident test, or the Company has determined that their performance could not have contributed to the accident. For purposes of this addendum, the term “accident” is defined as an occurrence associated with the operation of an aircraft which takes place between the time any person boards the aircraft with the intention of flight and the time that all such persons have disembarked, and in which any person suffers death or serious injury or in which the aircraft receives substantial damage.

E. Refusal to Submit to Testing

Covered employees may not refuse to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol test. The Company will not permit an employee who refuses to submit to such a test to perform or continue to perform safety-sensitive functions. Refusal to submit to a return to duty test is not a violation of the FAA AMPP rule, but such a refusal will preclude any person from performing safety-sensitive functions.

5. CIRCUMSTANCES UNDER WHICH EMPLOYEES WILL BE TESTED

Covered employees are subject to the following federally mandated alcohol tests:

A. Post-Accident

As soon as practicable after an accident, each covered employee must be alcohol tested if that employee's performance either contributed to the accident or cannot be discounted as a contributing factor to the accident. A covered employee who is subject to post-accident alcohol testing will remain readily available for testing or may be deemed by the Company to have refused to submit to testing. The Company will cease to attempt conducting post-accident testing 8 hours after the accident, even if no alcohol test has been conducted.

B. Random

Covered employees will be selected for random alcohol testing through a scientifically valid method. Random tests will be spaced throughout the year and will be unannounced. Testing will occur at the testing rate
determined by the FAA Administrator each year. Employees notified of selection for random testing must proceed immediately to the testing site. Random tests will be conducted while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing safety-sensitive functions.

C. Reasonable Suspicion

Covered employees must submit to an alcohol test if the Company has determined that reasonable suspicion exists that the employee has violated the alcohol misuse prohibitions. This determination will be based on a trained supervisor’s specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. Even if an alcohol test cannot be administered, no employee who is under the influence of or impaired by alcohol, as shown by behavioral, speech, or performance indicators of alcohol misuse, should report for duty or remain on duty requiring the performance of safety-sensitive functions until a test can be administered and the result is below 0.02 or until the commencement of the employee’s next duty period if at least 8 hours has elapsed. Similarly, the Company will not permit any employee who is under the influence of or impaired by alcohol, as shown by behavioral, speech, or performance indicators of alcohol misuse, to report for duty or remain on duty requiring the performance of safety-sensitive functions until a test can be administered and the result is below 0.02 or until the commencement of the employee’s next duty period if at least 8 hours has elapsed. A supervisor who identifies an employee for a reasonable suspicion test shall not conduct the test as the breath alcohol technician. The Company will cease to attempt administering an alcohol test 8 hours after the determination that there is a reasonable suspicion that the employee violated the alcohol misuse prohibitions.

D. Return to Duty

Before a covered employee returns to duty in a safety-sensitive function after engaging in prohibited conduct, he/she will undergo a return to duty test. The employee cannot perform a safety-sensitive function until he/she obtains a result indicating an alcohol concentration of less than 0.02. The test cannot occur until after it has been determined that the employee has successfully complied with the prescribed education and/or treatment.
E. Follow-Up

Covered employees who are identified by a substance abuse professional (SAP) as needing assistance in resolving a problem with alcohol misuse and who has returned to duty performing a safety-sensitive function, will be subject to follow-up testing. Such testing will be unannounced and at least 6 tests must be conducted in the first 12 months after the employee is back on the job. Follow-up testing may continue for up to 60 months. The schedule for follow-up testing will be established by the SAP. The Company must direct the employee to undergo testing for drugs, if the SAP determines that drug testing is necessary for the particular employee.

F. Retests

If the Company desires to permit an employee to perform a safety-sensitive function within 8 hours following administration of an FAA-mandated alcohol test indicating an alcohol concentration of 0.02 or greater but less than 0.04, the Company will first retest the employee. The employee may return to the safety-sensitive function if the retest result indicates an alcohol concentration of less than 0.02.

6. TESTING PROCEDURES

Alcohol testing will be performed in accordance with the procedures set forth in 49 C.F.R. Part 40 Subparts L and M. Tests will be conducted as follows:

A. Preparation for Breath Alcohol Testing

Upon entering the alcohol testing location, the breath alcohol technician, (BAT) will require the employee to provide positive identification (e.g. photo I.D.). On request, the BAT will provide positive identification to the employee. The BAT will explain the testing procedure to the employee.

B. Screening Tests

The BAT will complete Step 1 on the breath alcohol testing form, and the employee will then complete Step 2 on the form, signing the certification. Refusal by the employee to sign this certification will be regarded as a refusal to take the test. An individually sealed mouthpiece will be opened in view of the employee and BAT and attached to the evidential breath
testing device (EBT) in accordance with the manufacturer’s instructions. The BAT will instruct the employee to blow forcefully into the mouthpiece for at least 6 seconds or until the EBT indicates that an adequate amount of breath has been obtained.

If the EBT does not have a printer capable of generating a printed result, a sequential test number, the manufacturer’s name for the device, the device’s serial number, and the time and date of the test; the BAT will show the employee the result displayed on the EBT. The BAT will record the displayed result, test number, testing device, serial number of the testing device, date, time and quantified result in Step 3 of the form; record the test number, date of the test, name of the BAT, location, and quantified test result in a log book. The employee will initial the log book entry.

If the EBT provides a printed result, but does not print the results directly onto the form, the BAT will show the employee the result displayed on the EBT. The BAT will then affix the test result printout to the breath alcohol test form in the designated space, using a method that will provide clear evidence of removal (e.g., tamper-evident tape). If the EBT prints the test results directly onto the form, the BAT will show the employee the result displayed on the EBT.

In any case in which the result of the screening test is a breath alcohol concentration of less that 0.02, the BAT will date the form and sign the certification in Step 3 of the form. Nothing further is required of the employee. If the alcohol confirmation test result is 0.02 or higher, the employee will be directed to sign the certification and fill in the date in Step 4 of the form. If the employee does not sign the certification in Step 4 of the form or does not initial the log book entry for a test, it will not be considered a refusal to be tested. In this event, the BAT will note the failure to sign or initial in the “Remarks” section of the form.

If a test result printed by the EBT does not match the displayed result, the BAT will note the disparity in the “Remarks” section. Both the employee and the BAT will initial or sign the notation. The test is then invalid and the Company and the employee will be so advised. No further testing is authorized. The BAT will transmit the result of less than 0.02 to the Company in a confidential manner, and the Company will receive and store the information so as to ensure that confidentiality is maintained as required.
C. Confirmation Tests

If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test will be performed. If the confirmation test will be conducted by a different BAT, the BAT who conducts the screening test will complete and sign the form and log book entry. The BAT will provide the employee with Copy 2 of the form. The BAT will conduct an “air blank” to ensure that the device is working correctly. The air blank result must be 0.00. If the reading is greater than 0.00, the BAT will conduct one more air blank. If the reading is greater than 0.00, the testing will not proceed using that instrument. However, testing may proceed on another instrument.

The BAT will instruct the employee not to eat, drink, put any object or substance in his or her mouth, and, to the extent possible, not belch during a waiting period before the confirmation test. This time period begins with the completion of the screening test, and will not be less than 15 minutes and not more than 30 minutes. Beginning the confirmation test after 30 minutes does not invalidate the screening or confirmation tests, but it may constitute a regulatory violation subject to DOT agency sanction. The BAT will explain to the employee the reason for this requirement (i.e., to prevent any accumulation of mouth alcohol leading to an artificially high reading) and the fact that it is for the employee’s benefit. The BAT will also explain that the test will be conducted at the end of the waiting period, even if the employee has disregarded the instruction. If the BAT becomes aware that the employee has not complied with this instruction, the BAT will so note in the “Remarks” section of the form.

If a BAT other than the one who conducted the screening test is conducting the confirmation test, the BAT must require positive identification of the employee, explain the confirmation procedures, and initiate a new Breath Alcohol Testing form. The BAT will complete Step 1 on the form. The employee will then complete Step 2 on the form, signing the certification. Refusal by the employee to sign this certification will be regarded as a refusal to take the test. The BAT will note in the “Remarks” section of the form that a different BAT conducted the screening test.

A breath alcohol test must be cancelled under the following circumstances. These are “fatal flaws”:

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i) the EBT does not pass its next external calibration check (invalidates all test results of 0.02 or greater on tests conducted since the last valid external calibration; does not invalidate negative tests).

ii) the BAT does not observe the minimum 15-minute waiting period prior to the confirmation test.

iii) the BAT does not perform an air blank of the EBT before a confirmation test, or such an air blank does not result in a reading of 0.00.

iv) the EBT fails to print a confirmation test result.

v) the sequential test number or alcohol concentration displayed on the EBT is not the same as the sequential test number or alcohol concentration on the printed result.

A breath alcohol test must be cancelled if any of the following problems occur, unless they are corrected. These are “correctable flaws”:

i) the BAT does not sign the form.

ii) the BAT fails to note in the “Remarks” section of the form that the employee has failed or refused to sign the form after the test has been conducted.

iii) the BAT uses a non-DOT form for the test.

If the problem cannot be corrected, the test must be cancelled.

Employee records pertaining to alcohol testing will be maintained in a secure location with controlled access. These records will be promptly released to the employee, or a person identified by the employee (including subsequent employers), upon written request of the employee. This release of information will not be contingent upon payment for records other than those specifically requested.
These records will also be released to the Secretary of Transportation upon the request of DOT or FAA; the National Transportation Safety Board when requested as part of an accident investigation; and the employee or a decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising out of a determination that the employee engaged in prohibited conduct.

7. CONSEQUENCES FOR VIOLATING THE RULES OF THE AMPP

A. Removal From Safety-Sensitive Function

Covered employees are prohibited from performing safety-sensitive functions if they have engaged in prohibited conduct under the FAA rule or another DOT agency's alcohol misuse rule (including refusal to submit to random, reasonable suspicion, post-accident, or follow-up testing).

B. Permanent Prohibition on Service

If a covered employee is determined to have violated the on-duty use of alcohol prohibition, he or she is permanently precluded from performing, the safety-sensitive duties he or she performed before such a violation. If a covered employee is determined to have violated the prohibited alcohol-related conduct provisions, other than on-duty use, two times after the employee becomes subject to the prohibitions, he or she is permanently precluded from performing the safety-sensitive duties he or she performed before such a violation. The bar on two-time violators will apply both to persons who go through rehabilitation and to those who, after evaluation by an SAP, are determined not to need treatment.

C. Notice to the Federal Air Surgeon

Any covered employee who holds an airman medical certificate issued under 14 CFR Part 67 and violates the provisions of the rule will be reported to the Federal Air Surgeon.

No covered employee who holds a Part 67 airman medical certificate will perform a safety-sensitive function after a violation unless and until, in addition to other required return to duty steps, the Federal Air Surgeon has recommended that the employee be permitted to perform such duties.
D. **Notice of Refusal**

Any covered employee who holds an airman certificate issued under 14 CFR Part 61, Part 63, or Part 65 and refuses to submit to required random, post-accident, reasonable suspicion, or follow-up alcohol testing will be reported to the FAA.

E. **Required Evaluations and Testing**

No covered employee who has violated the rules on alcohol misuse or refusal to submit to testing can perform any safety-sensitive function unless and until that employee has:

1. Been evaluated by SAP to determine whether the employee is in need of assistance in resolving problems related to alcohol use.
2. Completed any treatment recommended by the SAP;
3. Been evaluated by an SAP to ensure that the employee has properly followed the treatment program; and
4. Undergone required return to duty testing.

(Note: Federal Air Surgeon action may also be required for certain employees.)

A SAP is a licensed physician (medical doctor or doctor of osteopathy) or a licensed or certified psychologist, social worker, 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 diagnoses and treatment of disorders related to drug use and abuse.

8. **CONSEQUENCES FOR HAVING AN ALCOHOL CONCENTRATION OF 0.02 OR GREATER BUT LESS THAN 0.04**

If a covered employee is found to have an alcohol concentration of 0.02 or greater but less than 0.04, that employee will be immediately removed from performing safety-sensitive functions, until the employee is retested with a result below 0.02, or until the start of the employee’s next regularly scheduled duty period, if it occurs at least 8 hours following administration of the test.
9. INTERVENING WHEN AN ALCOHOL PROBLEM IS SUSPECTED, INCLUDING CONFRONTATION, REFERRAL PROGRAM, AND/OR REFERRAL TO MANAGEMENT:

Why You Should Get Involved:

There are three good reasons why you should be concerned if any of your coworkers is using drugs or alcohol on the job:

1. Your health and safety may be at risk.
2. Alcohol misuse costs you money.
3. Alcohol creates a negative work environment.

The U.S. Department of Labor has determined that drug and alcohol use on the job costs society an estimated $102 billion a year. Since most of this cost is passed on to you in the form of higher health insurance rates or in the prices you pay for things, drug and alcohol use on the job costs you and your fellow workers.

The U.S. Department of Labor has also determined that absenteeism among problems drinkers or alcoholics is 3.8 to 8.3 times greater than normal. If your fellow workers don't come to work, you may have to do their jobs in addition to your own.

Workers who misuse alcohol don't function at their full potential. Not only is absenteeism a problem, when they are at work these employees may have reduced capabilities and productivity. Since our product is the safe transportation of the public, alcohol misuse is an especially serious issue.

10. EFFECTS OF ALCOHOL MISUSE ON AN INDIVIDUAL'S HEALTH, WORK, AND PERSONAL LIFE

Alcohol is a central nervous system depressant. Taken in large quantities it causes not only the euphoria associated with “being drunk” but also adversely affects your judgment, your ability to think, and your motor functions. Drink enough alcohol fast enough and it can kill you. Long term overuse of alcohol can cause liver damage, heart problems, sexual dysfunction, and other serious medical problems. In some cases, alcohol use can lead to physical and psychological dependence on alcohol. Alcoholism is a serious chronic disease. Left untreated it will inevitably get worse.
Workers who use alcohol (and other drugs) affect everyone. Studies show that compared to alcohol and drug-free workers, substance abusers are far less productive, miss more workdays, are more likely to injure themselves or someone else, and file more workers' compensations claims.

The measurable dollar costs of workplace substance abuse from absenteeism, overtime pay, tardiness, sick leave, insurance claims, and workers' compensation can be substantial. However, the hidden costs resulting from diverted supervisory and managerial time, friction among workers, damage to equipment and damage to the company's public image mean that workplace substance abuse can further cut profits and competitiveness.

Alcohol can also destroy relationship, lead to serious problems with the law (e.g., drunk driving), and even cause harm to the people you love. If drinking affects your work life, it could lead to job loss and all of the financial problems that would follow.

11. SIGNS AND SYMPTOMS OF ALCOHOL MISUSE

Any one or more of the following signs may indicate a drinking problem:

- Family or social problems caused by drinking.
- Job or financial difficulties related to drinking.
- Loss of a consistent ability to control drinking.
- "Blackouts" or the inability to remember what happened while drinking.
- Distressing physical and/or psychological reactions if you try to stop drinking.
- A need to drink increasing amounts of alcohol to get the desired effect.
- Marked changes in behavior or personality when drinking.
- Getting drunk frequently.
- Injuring yourself — or someone else — while intoxicated.
- Breaking the law while intoxicated.
- Starting the day with a drink.
12. AVAILABLE METHODS OF EVALUATING AND RESOLVING PROBLEMS ASSOCIATED WITH THE MISUSE OF ALCOHOL

Outpatient programs exist in a variety of settings:

1. Community mental health centers.
2. Family services agencies.
3. Private physicians’ and therapists’ offices.
5. Specialized alcoholism treatment facilities.

Inpatient services, designed for those with more serious alcohol problems, can be found in hospitals, residential care facilities, community halfway houses, and some alcoholism clinics.

Your local phone directory will list helpful referral organizations such as:

1. Local council on alcoholism.
3. Community alcoholism or mental health clinic.
4. Social services or human resources department.
5. County medical society.

13. FEDERAL STANDARDS/OTHER DISCIPLINE

The Company is committed to maintaining a workplace which is conducive to promoting the health and safety of all employees as well as the general public. The testing procedures and penalties outlined in this addendum are required by Federal law. To facilitate the Company’s commitment, the Company reserves the right to administer stricter penalties up to and including discharge pursuant to the Company’s Alcohol and Drug Abuse Policy and Procedure.