

**AMERICAN STAFFCORP
WORKPLACE DRUG AND ALCOHOL TESTING
POLICY AND PROGRAM**

January 1, 2013

I. POLICY

A. Policy – It is the policy of American StaffCorp (the “Company”) to prohibit employees from concealing, selling, transporting, distributing, or possessing illegal drugs or other controlled substances while on duty or on Company property or the property of companies to which employees of the Company are assigned to work (“Clients”). Subject to the terms of this Program, it is a violation of the Company’s policy to be under the influence of alcohol, unauthorized prescription drugs, or illegal drugs, or to engage in the illegal use of other controlled substances while on duty or on Company property. Additionally, the Company prohibits the possession and use of any substance, whether legal or illegal, prescription or non-prescription, that impairs an employee’s ability to perform his or her job in a safe manner. Furthermore, employees convicted of violating any criminal drug statute must inform the Company of such conviction within five (5) days of the conviction date. The following provisions concerning the abuse of drugs and alcohol (the “Program”) have been adopted by the Company.

This Program applies to all employees and applicants for employment. The scope of this Program covers the Company and all Clients to which employees of the Company are assigned. All employees and applicants shall be subject to this Program, notwithstanding the fact that some employees may be assigned to jobs covered by federal laws or regulations regarding drug testing (including those issued by the Department of Transportation). Violations of any provision of this Program may result in disciplinary action, up to and including discharge.

This Program does not create a contract of employment. Employment with the Company remains “at will” and for no fixed period of time. As such, the employee may terminate his/her employment at any time and at his/her discretion. Likewise, the Company may terminate an employee’s employment at any time and at its sole discretion, with or without notice or cause.

B. Policy Compliance – Compliance with the Company’s Drug and Alcohol Abuse Policy and Testing Program is a condition of continuing employment. Employees and applicants may be asked to acknowledge (by signing an acknowledgement form) that they have read and understand the Company’s Program and that they agree to be tested if asked to do so by the Company. Employees who refuse to sign the acknowledgment form may be subject to disciplinary action, up to and including discharge. Applicants who refuse to sign the acknowledgement form may not be hired.

C. Reservation Of Rights – The Company reserves the right to change the provisions of this Program and its accompanying procedural guidelines at any time, in accordance with the law.

II. DEFINITIONS

A. Alcohol – means ethyl alcohol or ethanol.

B. Applicant – means a person who has applied for a position with the Company and received a conditional offer of employment.

C. **Company Property** – means any Company or Client locations, as well as Company or Client vehicles and any other location where the employee is located within the scope and course of his or her employment.

D. **Confirmation Test** – means a drug or alcohol test of the original sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol test. Where a breathalyzer test is utilized, a confirmation test means a second sample test that confirms the prior result. Where a single-use test is utilized, a confirmation test means a second test confirmed by a testing facility.

E. **Drug** – means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein.

F. **Drug or Alcohol Test** – means a chemical test administered for the purpose of determining the presence or absence of a drug or its metabolites or alcohol in a person's bodily tissue, fluids, or products.

G. **Employee** – means any person who supplies labor for remuneration to the Company. This includes any person who may be placed by the Company as an employee for a Client of the Company.

H. **Medical Review Officer ("MRO")** – means a person, qualified by the State Board of Health, who is responsible for receiving results from a testing facility which have been generated by the Company's drug or alcohol testing program, and who has knowledge and training to interpret and evaluate an individual's test results together with the individual's medical history and any other relevant information.

I. **Prescribed Drug** – means any substance prescribed for individual consumption by a licensed medical practitioner.

J. **Sample** – means tissue, fluid, or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body.

K. **Testing Facility** – means a facility which provides laboratory services to test samples for the presence of drugs or alcohol.

III. TYPES OF TESTING

A. The Company believes that drug and alcohol testing is a means of enforcing this Program. Such testing is intended to protect the health and safety of employees, protect the Company's property, and serve as a deterrent to the abuse of drugs and alcohol by Company employees.

B. Applicants and Employees may be required to submit to drug and/or alcohol testing in the following situations:

1. **Applicant and Transfer/Reassignment Testing** – The Company may require an applicant to undergo drug or alcohol testing and may use a refusal to undergo testing or a positive test result as a basis for refusal to hire the applicant. The Company may also require an employee who

transfers to a different position or job, or who is reassigned to a different position or job, to undergo drug or alcohol testing.

2. **Employee For-Cause Testing** – The Company may require an employee to undergo drug or alcohol testing at any time it reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: (a) drugs or alcohol on or about the employee's person or in the employee's vicinity; (b) conduct on the employee's part that suggests impairment or influence of drugs or alcohol; (c) a report of drug or alcohol use while at work or on duty; (d) information that an employee has tampered with drug or alcohol testing at any time; (e) negative performance patterns; or (f) excessive or unexplained absenteeism or tardiness.

3. **Employee Post-Accident Testing** – The Company may require an employee to undergo drug or alcohol testing if the employee or another person has sustained an injury while at work or property has been damaged while at work, including damage to equipment. This includes injuries or property damage that may occur while an employee is working for a Client.

4. **Employee Random Testing** – The Company may require an employee or all members of an employment classification or group to undergo drug or alcohol testing at random and may limit its random testing programs to particular employment classifications or groups. The Company may also require an employee to undergo drug or alcohol testing at random when a Client selects a Company employee for testing as part of its random testing program.

5. **Employee Scheduled, Fitness-for-Duty, Return from Leave, and Other Periodic Testing** – The Company may require an employee to undergo drug or alcohol testing if the test is conducted as a routine part of a routinely scheduled employee fitness-for-duty medical examination, or in connection with an employee's return to duty from leave of absence.

6. **Employee Post-Rehabilitation Testing** – The Company may require an employee to undergo drug or alcohol testing for a period of up to two (2) years commencing with the employee's return to work, following a positive test, or following participation in a drug or alcohol dependency treatment program.

IV. **SUBSTANCES.** The Company's drug and alcohol testing program is designed to test for drugs and alcohol as defined in this Program.

V. **TESTING METHODS AND COLLECTION PROCEDURES**

A. **Alcohol Tests**

1. **Collection** – Initial and confirmation alcohol tests may be performed using any type of sample from which a measurement of alcohol content in the person's body can be made, including without limitation, breath, saliva, blood, or urine samples. However, blood and urine will only be used for alcohol tests under limited circumstances.

2. **Documentation** – Alcohol testing facilities will use internal chain of custody procedures to maintain control and accountability of specimens from receipt through completion of testing, reporting of results, during storage (if applicable), and continuing until final disposition of specimens.

3. **Limited Appeal of Positive Alcohol Test Results** – An employee or applicant whose alcohol test was positive only has the right to appeal the positive test result by requesting a confirmation test in order to challenge the results of the positive test. In no circumstances may a request for a confirmation test be later than twenty-four (24) hours after receiving notice of the positive test, and, in some instances (such as breath analyzed by an evidential breath testing device or an alcohol swab test), the request must be made in a timely manner. The employee or applicant shall pay all costs of the confirmation test, unless the confirmation test reverses the findings of the challenged positive test. In such case, the Company will reimburse the individual for the costs of the confirmation test. The individual has no other right to appeal a positive alcohol test.

B. Drug Tests

1. **Collection** – After an employee or applicant has been identified for drug testing, samples of the tested individual's urine, hair, or saliva may be collected on the Company's property or at a designated collection site. The collection of samples will be performed under reasonable and sanitary conditions and with due regard to the privacy of the individual being tested.

2. **Testing** – After the specimen is taken at the collection site for testing, it may be sent to a recognized State Board of Health laboratory where it will be tested for the substances previously listed in this Program.

3. **Documentation** – Collection and testing facilities will maintain a written record of the chain of custody of the sample from the time of the collection of the sample until the sample is no longer required.

4. **Appeal of Positive Drug Test Results** – An employee or applicant whose drug test result is positive has the right to request a confirmation test of a urine or hair test (but not a saliva test) within twenty-four (24) hours of receiving notice of a positive test in order to challenge the results of a positive test. The employee or applicant shall pay all costs of the confirmation test, unless the confirmation test reverses the findings of the challenged positive test. In such case, the Company will reimburse the individual for the costs of the confirmation test. The individual has no other right to appeal a positive drug test.

VI. CONFIDENTIALITY OF TEST RESULTS

A. Records of all drug and alcohol test results and related information maintained by the Company or the Client shall be the property of the Company and, upon the request of the applicant or employee tested, will be made available for inspection and copying to the applicant or employee. Records of all drug and alcohol test results and related information maintained by the Company or the Client may be released by the Company or Client for any of the following purposes: (1) as admissible evidence by the Company or the individual tested in a case or proceeding before a court of record or administrative agency if either the Company or the individual tested is a named party in the case or proceeding; (2) in order to comply with a valid judicial or administrative order; or (3) to the Company's employees, agents, and representatives who need access to such records in the administration of the testing program. Except in these specified circumstances, the Company will not release such records to any person other than the applicant, employee, or the MRO.

B. Neither the testing facility (including any agent, representative, or designee of the testing facility) nor the MRO shall disclose to the Company, based on the analysis of a sample collected from an applicant or employee for the purpose of testing for the presence of drugs or alcohol,

any information relating to the general health, pregnancy, or other physical or mental condition of applicant or employee.

C. Nothing in this Program shall preclude the Company from sharing drug or alcohol testing results of temporary employees or applicants for temporary employment with the temporary agency or with any of its Clients.

VII. **SEARCHES AND INSPECTION**. For the purpose of assuring compliance with this and other Company policies, employees may be asked to submit to a search of any vehicle brought onto Company property, to submit to a search of any packet, package, purse, briefcase, tool box, lunch box, or other container brought onto Company property, or to submit to a search of desk, file, briefcase, locker, or other stationary container provided by the Company – even if such briefcase, desk, locker or other container is locked. Refusal to consent to a search or inspection may result in disciplinary action, up to and including discharge.

VIII. PROHIBITED ACTIVITIES AND DISCIPLINARY ACTION

A. As part of this Program, the following activities are prohibited. Applicants will normally not be hired and employees will normally be subject to disciplinary action, up to and including discharge, for any violation of this Program, including, but not limited to, the following reasons:

1. **Impairment** – Being under the influence of any substance, alcohol, or illegal drugs, that impair the employee's sight, hearing, balance, reaction, reflex, or judgment while on Company property or while performing Company business is prohibited and may result in disciplinary action, up to and including discharge, and such discharge will be considered misconduct for purposes of unemployment compensation.

2. **Possession** – The use, sale, possession, transfer, or purchase of drugs or alcohol on Company property or while performing any Company business is prohibited and will normally result in disciplinary action, up to and including discharge, and such discharge will be considered misconduct for purposes of unemployment compensation. The Company prohibits the use, sale, possession, transfer, or purchase of any substance that may impair an employee or cause the employee to be a safety risk. However, the proper and appropriate use of prescribed drugs by the person for whom they were prescribed and in the method prescribed is not prohibited.

3. **Prescription Drugs** – Bringing a prescribed drug onto Company property by any person other than the one for whom it is prescribed is prohibited and may result in disciplinary action, up to and including discharge, and such discharge will be considered misconduct for purposes of unemployment compensation. Prescription drugs may be used only in the manner, combination, and quantity prescribed. The employee, however, must not be impaired or be a safety risk while taking prescription drugs. Use of prescription drugs is also regulated by Section XI of this Program.

4. **Positive Test** – An employee who tests positive for drugs or alcohol will normally be subject to disciplinary action, up to and including discharge, and such discharge will be considered misconduct for purposes of unemployment compensation. An applicant whose drug or alcohol test result is positive may be refused employment.

5. **Refusal To Undergo Testing** – Refusing to undergo drug or alcohol testing is prohibited and will normally result in disciplinary action, up to and including discharge, and such

discharge may be considered misconduct for purposes of unemployment compensation. An applicant who refuses to submit to a drug or alcohol test may be refused employment. Adulteration of a specimen or of a drug or alcohol test is considered a refusal to test.

6. **Refusal To Consent To Testing** – Refusing to execute any consent, release, or other document in connection with this Program is prohibited and will normally result in disciplinary action, up to and including discharge, and such discharge will be considered misconduct for purposes of unemployment compensation. An applicant who refuses to execute any consent, release, or other document in connection with this Program may be refused employment.

7. **Refusal To Consent To Search** – Refusing to consent to a search or inspection conducted pursuant to the provisions of this or other Company policies is prohibited and will normally result in disciplinary action, up to and including discharge, and such discharge will be considered misconduct for purposes of unemployment compensation.

8. **Tampering** – In the event that it is determined that a sample has been diluted or otherwise tampered with, the subject employee may be, depending upon the circumstances, subject to disciplinary action, up to and including discharge, and such discharge will be considered misconduct for purposes of unemployment compensation. In the event that it is determined that an applicant's sample has been diluted or otherwise tampered with, the applicant may be refused employment.

B. As part of this Program, the following circumstances may result in an employee being suspended without pay, at the sole discretion of the Company:

1. Employees who are unable to work safely due to impairment resulting from legally prescribed drugs may be suspended without pay until the impaired condition has passed if the employee is unable to be temporarily transferred to another job until the impaired condition has passed.

2. Employees who are waiting on results of a confirmation test after an initial test is positive may be suspended without pay pending the results of the confirmation test. If the confirmation test results are positive, the employee may be subject to disciplinary action, up to and including discharge. If the confirmation test results are negative, the employee will be reinstated immediately after the test results are confirmed and will be paid for the time away from work.

IX. RETURN TO WORK. Employees who are permitted to return to work after testing positive for drugs or alcohol, participating in a drug or alcohol treatment program, or violating any other provision of this Program will be required to execute a Return to Work Agreement. However, nothing in this Program shall be construed to require the Company to allow an employee to return to work who has violated this Program. This Return to Work Agreement will include, among other items, a treatment program, an agreement to unannounced screening for substance abuse, and a statement of expected behavior.

X. EMPLOYEE ASSISTANCE PROGRAM (“EAP”)

A. An employee who notifies the Company that he or she has a drug or alcohol problem prior to being asked to submit to a drug or alcohol test may be referred by the Company to the EAP for evaluation. Any cost for treatment will be paid by the employee. If it is determined by the EAP that the employee is able to function safely in his job, the employee may continue to work while receiving treatment or counseling for the drug or alcohol problem. The EAP may also participate in execution of the Return to Work Agreement. If it is determined by the EAP that the employee is not able to

function safely in his job, the employee will not be allowed to perform his job until the EAP determines that he is safely able to function in his job.

B. Employees who are either required or self-referred to be assessed for substance abuse problems before returning to work are assured the content of any communication with the EAP is confidential within required need to know guidelines. Employees who request referral are assured of confidentiality. Only those in the chain of responsibility may be aware of the treatment request.

C. The employee will be tested at the end of any treatment period and will be subject to the procedures and disciplinary actions outlined in this Program. An employee who is tested at the end of a suspension period and tests positive may be subject to disciplinary action, up to and including discharge.

D. Employees are accountable for performance. If an employee is experiencing performance problems or disciplinary action is pending, a request for help will be treated as a separate issue. Disciplinary amnesty will not be granted to employees asking for assistance and referral. However, disciplinary action may be deferred pending successful completion of a treatment process. Employees will not be dismissed solely on the basis of requesting help. A direct request by the employee for assistance prior to being asked to submit to a drug or alcohol test will not be made part of the employee's personnel file. However, any related performance or disciplinary action may be implemented and documented.

XI. **USE OF LEGALLY OBTAINED DRUGS**

A. Employees adversely affected by their use of any legally obtained drug (prescription or non-prescription) may not be allowed to perform their regular job in such a condition.

B. It will be considered an illegal drug and against Company policy to use a prescribed drug by any person other than the one for whom it is prescribed.

C. The Company prohibits the possession and use of any substance, whether legal or illegal, prescription or non-prescription, that impairs an employee's ability to perform his or her job in a safe manner.

ACKNOWLEDGMENT OF DRUG AND ALCOHOL ABUSE POLICY AND TESTING PROGRAM

I acknowledge that I have read and understand American StaffCorp's (the "Company's") Workplace Drug and Alcohol Testing Policy and Program (the "Program").

I understand that a violation of the Program may result in severe disciplinary action, up to and including discharge. I understand that, if an applicant, a violation of this Program may cause me not to be hired by the Company. Further, I understand that, as an employee of the Company or an applicant who may become an employee of the Company, I may be subject to future testing, consistent with the Program.

I further understand and agree that the Company has my consent and permission to provide drug and alcohol test results and related information to all Company clients for which I may be assigned and has the right to obtain all drug and alcohol test results and related information from its clients.

I understand that the Program is not a contract of employment and that it may be changed, modified, or eliminated at any time, with or without notice. I understand that my employment with the Company is "at-will" and for no fixed period of time. I understand that the Company can terminate my employment at any time at its sole discretion, with or without cause, and I may quit at any time, with or without notice.

Employee Signature

Employee Name (print)

Employee Social Security Number

Date

SUPERVISOR'S REASONABLE SUSPICION RECORD

DRUG AND ALCOHOL TESTING

(Complete with for cause testing.)

Section 1

Employee Name: _____

Classification: _____ **Location:** _____

Date of Observation: _____ **Time:** _____

COMPLETE SECTION 2 AND/OR SECTION 3

Section 2

Observations: **Check ALL that apply:**

BEHAVIOR

- stumbling, unsteady gait
- drowsy, sleepy, lethargic
- agitated, anxious, restless
- hostile, belligerent
- irritable, moody
- depressed, withdrawn
- unresponsive, distracted
- clumsy, uncoordinated
- tremors, shakes
- flu-like illness complaints
- suspicious, paranoid
- hyperactive, fidgety
- inappropriate, uninhibited behavior
- possessing, dispensing, or using controlled substances or alcohol

APPEARANCE

SUMMARY (circumstances, employee response, supervisor actions, other observations):

The observations were made of the employee identified in Section 1.

Supervisor Name

Signature

Date

Witness (optional, but preferred)

Witness Name

Signature

Date

Witness Statement: _____

Section 3

A report of drug or alcohol use while at work or on duty was made of the employee identified in Section 1.

Supervisor Name

Signature

Date

Company Representative Name

Signature

Date

Company Representative Statement: _____

(If possible, have additional reporting individuals provide additional statements.)