

**Lifeworks Services, Inc.**

**Drug and Alcohol Free  
Workplace  
Policy**

**(Regular Employees)**

**Effective  
June 1, 2006**



## **PURPOSE AND COVERAGE**

Lifeworks Services, Inc. ("Company") values its employees and clients, and recognizes the need for a safe, productive and healthful work environment. Employees who abuse drugs and/or alcohol are less productive, less dependable and pose a potential threat to the safety, security and welfare of the Company and its employees, clients and vendors as well as the general public. The establishment of a Drug and Alcohol Free Workplace Policy ("Policy") is consistent with the Company's desire to provide a safe and productive work environment for our employees.

Accordingly, it is the policy of the Company to maintain a workplace free from the use and abuse of drugs and alcohol. The Company will require that all employees and applicants participate in, consent to and comply with the terms of this Policy as a condition of employment and continued employment. If questions arise regarding this Policy, please direct them to the Human Resources Department. This Policy is effective as of June 1, 2006.

This Policy covers all regular employees of the Company. This Policy, by its terms, also covers applicants insofar as such applicants, after a conditional offer of employment has been made, are required to consent and submit to a pre-employment drug test. Applicants, however, are not entitled to participate in any benefit program that may be offered by the Company to its employees.

## **DEFINITIONS**

**Drug** means a controlled substance as defined in applicable state and federal law. The term "drug" includes but is not limited to cocaine, opiates, marijuana, amphetamines and phencyclidine (PCP). The term "drug" does not include the use of a drug obtained and taken under supervision by and in accordance with prescriptions or other instructions issued by a licensed health care professional and other drugs otherwise authorized to be used under applicable state and federal law.

**Under the influence of alcohol** means (1) the presence of alcohol in the individual's system which equals or exceeds a blood alcohol content (BAC) of .04; or (2) behavior, appearance, speech, or bodily odors that lead a supervisor or manager to reasonably suspect that the employee is impaired by alcohol during working time or on the Company premises.

**Under the influence of drugs** means (1) the presence of any detectable amount of an illegal drug or its metabolites demonstrated by a confirmed positive drug test result, or (2) behavior, appearance, speech, or bodily odors that lead a supervisor or manager to reasonably suspect that the employee is impaired by illegal drugs or is using illegal drugs during working time or on Company property.

**During working time** means time during which the employee is being paid to work for or represent the Company or the employee is in fact representing the Company's interests. The term also includes all paid break and meal periods.

## **TESTING**

The Company reserves the right, within the limits of federal and state laws, to examine and test for the presence of drugs and/or alcohol. Under the conditions of this Policy, applicants or employees may be asked to submit to a medical examination and/or submit to urine, saliva, breath and/or blood testing for drugs and/or alcohol. Testing of employees will normally occur immediately before, during, or immediately after the person's regular work period. The Company may test for drugs and/or alcohol in the following circumstances:

### **Job Applicant Testing**

The Company makes all offers of employment subject to and conditioned on the applicant's: (1) consent to taking a drug test; and (2) a negative test result. Applicants will be required to voluntarily submit to drug testing and sign an Acknowledgement and Consent to Testing form. If the tests are positive or if the applicant refuses to undergo testing (including an adulterated or substituted test result), the conditional offer of employment will be withdrawn.

The Company will not withdraw a conditional offer of employment on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test. If the job offer is withdrawn, the Company will inform the job applicant of the reason for its action.

### **Reasonable Suspicion Testing**

The Company will test an employee for drugs and/or alcohol when a supervisor and/or manager has reasonable suspicion that the employee: (1) is under the influence of drugs or alcohol; (2) has violated the Company's written work rules prohibiting the use, possession, sale or transfer of drugs or alcohol while employees are working or while employees are on the Company's premises or operating the Company's vehicles, machinery or equipment; (3) has sustained a personal injury, or has caused another employee to sustain a personal injury that requires medical treatment by a healthcare professional or results in lost work time, and such injuries are arising out of and in the course of employment; or (4) has caused a work-related accident or was operating or helping to operate machinery, equipment or vehicles involved in a work-related accident (covered vehicles include both Company owned/leased vehicles as well as personal vehicles used for work purposes, such as transporting clients and/or trips eligible for mileage reimbursement from the Company). Reasonable suspicion means a basis for forming a belief based on specific facts and rational inferences drawn from those facts. Reasonable suspicion will be documented and will not be based on rumor or speculation.

### **Treatment Program Testing**

All employees referred by the Company for substance abuse treatment or evaluation will be required to sign a Return-to-Work Agreement and be subject to unannounced follow-up testing. Specifically, all referred employees will be subject to unannounced testing for the use of drugs and/or to testing for alcohol use provided such alcohol testing is job-related and consistent with business necessity. Follow-up testing applies during the evaluation or treatment period and for up to two (2) years following the completion of any prescribed treatment program. Follow-up testing may include a return-to-duty test on which the employee must provide a negative test result before returning to his/her job duties.

## **PROCEDURAL REQUIREMENTS**

### **Notice of Testing Policy**

Before requesting a drug and/or alcohol test, the Company will provide the employee or applicant with an "Acknowledgment of Receipt of Policy and Consent to Testing" form on which the employee or applicant can acknowledge that he or she has received and seen the Company's Drug and Alcohol Free Workplace Policy.

### **Test Refusal**

An employee or applicant has the right to refuse testing. However, a refusal to test will be treated as a failure to comply with the Company's Policy and may result in withdrawal of a conditional job offer or disciplinary action up to and including termination of employment.

### **Notice of Negative Test Results**

Within three (3) working days after receipt of a negative test result from the testing laboratory, the Company will inform an applicant or employee, in writing, of: (1) the negative test result on the initial screening test or the confirmatory test; and (2) the right to request and receive a copy of the test result report. The Notification of Negative Drug and/or Alcohol Test Result form should be used for this purpose.

### **Notice of Positive Test Results**

Within three (3) working days after receipt of a confirmed positive test result from the testing laboratory, the Company will inform an applicant or employee, in writing, of: (1) the positive test result on the confirmatory test; (2) the right to request and receive a copy of the test result report; (3) the right to explain the positive result (described below in "Explaining Positive Test Results"); (4) the right to request a confirmatory retest of the original sample, at his or her own expense; and (5) the applicable adverse employment action. The Notification of Confirmed Positive Drug and/or Alcohol Test Result form should be used for this purpose.

### **Explaining Positive Test Results**

Within three (3) working days after notice of a positive drug or alcohol test result on a confirmatory test, the employee or applicant may submit information to the Company's Medical Review Officer to explain the positive result. Additionally, after a positive drug test result, the Company may request the employee or applicant indicate any over-the-counter or prescription medication he or she is currently taking, or has recently taken, as well as any other information relevant to the reliability of, or explanation for, the positive test result.

### **Confirmatory Retest**

In the event of a confirmed positive test for drugs or alcohol, an employee or job applicant may request a confirmatory retest of the original sample, at his or her own expense. Within five (5) working days of receiving notice of a confirmed positive test

result, the employee or applicant must make this request and notify the Company, in writing, of the intention to obtain a confirmatory retest.

Upon receipt of the individual's written request for a confirmatory retest, the Company will notify the original testing laboratory that the employee or applicant has requested that the lab conduct a confirmatory retest or arrange for transfer of the sample to the laboratory selected by the individual to perform the confirmatory retest, provided that the laboratory selected must be licensed in accordance with applicable state law. If the confirmatory retest does not confirm the original positive test, the Company will not take adverse personnel action based on the original test.

### **POLICY PROHIBITIONS**

All employees of the Company are strictly prohibited from engaging in the following conduct during work time or on Company premises or property:

- a) bringing and/or storing (including in a desk, locker, automobile, or other repository) illegal drugs, drug paraphernalia or alcohol on Company premises or property, including Company owned or leased vehicles, in vehicles used for business purposes or a customer's premises;
- b) having possession of, being under the influence of, reporting to work under the influence of, or testing positive for illegal drugs or alcohol;
- c) using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling or dispensing illegal drugs or alcohol;
- d) abusing prescription drugs, which includes exceeding the recommended prescribed dosage or using medications prescribed to someone else;
- e) substituting, adulterating or otherwise tampering with any specimen or sample collected under this Policy, or attempting to do so;
- f) refusing to submit to a drug or alcohol test or related medical/physical examination as requested by the Company or its designee, or otherwise refusing to cooperate with the terms of this Policy. A refusal to test includes conduct that obstructs the testing process such as adulterating, substituting or otherwise tampering with a specimen (or attempting to do so) as well as failing to sign necessary paperwork, failing to report to the collection site at the appointed time and failing to be available for a Reasonable Suspicion or other required test;
- g) failing to consent to, participate in and abide by the terms and recommendations of any evaluation, treatment or rehabilitation program to which the Company makes a referral, including but not limited to,

failure to follow recommendations, if any, regarding behavior modification and abstinence as well as any failure to be available for any prescribed continuing or follow-up sessions;

- h) failing to advise a supervisor or manager of the use of any prescription or over-the-counter medication that may impair or adversely affect the employee's ability to perform the essential functions of his or her job; or
- i) failing to notify his or her supervisor before going to work if he or she believes that he or she is under the influence of drugs or alcohol.

## **CONSEQUENCES FOR POLICY VIOLATIONS**

Employees who engage in any of the prohibited conduct listed above are in violation of this Policy and are subject to discipline, up to and including termination, at the Company's sole discretion. The Company will not discharge an employee if the employee tests positive on a confirmatory test and the confirmed positive is the first such result under this Policy (i.e., a first-time positive). Instead, the Company will give the employee with a first-time positive an opportunity to participate in, at the employee's expense or pursuant to any coverage under an employee benefit plan, counseling or rehabilitation.

The Company may discharge an employee who refuses to participate in counseling or rehabilitation, or has failed to successfully complete the program as evidenced by withdrawal from the program before its completion, or has a positive test result on a confirmatory test after completing the rehabilitation program.

The Company may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest; where the Company believes it is necessary to protect the health or safety of the employee, co-employees or the public. All positive initial tests *must* be verified by a confirmatory test before discipline is imposed or a conditional job offer is withdrawn.

## **EMPLOYEE ASSISTANCE PROGRAM**

The Company offers an Employee Assistance Program (EAP) for employees and their dependents. The EAP provides confidential assessment, referral, and short-term counseling for employees who need or request it. Any employee, through self-referral or through a referral source, can access the EAP. These EAP services are available to employees provided the Company's disciplinary rules have not been violated. Employees may not escape discipline, however, by first requesting EAP services after being selected for testing or violating the Company's policies and rules of conduct.

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Nor will such requests or utilization of EAP services excuse employees from compliance with normal standards of performance or conduct. Information provided when accessing and utilizing EAP services will be kept confidential in accordance with any applicable federal and/or state law requirements.

Costs associated with this benefit may be covered by the employee's medical insurance plan; however, any costs not covered by the employee's medical insurance plan and which are not otherwise required to be paid by any applicable plan are entirely the employee's sole responsibility.

## **CONFIDENTIALITY AND PRIVACY**

All drug test results are reported to the Company and will remain and be considered confidential. Results will only be disclosed within the Company on a need-to-know basis and as allowed by law, and retained in a secure location with controlled access. Information about an individual's medical condition or history obtained in connection with a drug or alcohol test will be kept in a file separate and apart from any personnel file. The release of an individual's drug test results and other information gained in the testing process will only be otherwise disclosed in accordance with an individual's written authorization or as otherwise required by applicable law.

A laboratory will only disclose to the Company the test result data regarding the presence or absence of drugs.

The Company will not disclose test result reports and other information acquired in the testing process to another employer, to a third-party individual, governmental agency or private organization without written consent of the individual tested, except that evidence of a positive test result on a confirmatory test may be used in relevant judicial, administrative, or arbitration proceedings; as required by federal law, regulation, or order; for the purpose of evaluation or treatment of the individual to a substance abuse treatment facility; or as otherwise authorized by law. Positive test results cannot be used as evidence in a criminal action against the individual tested.

The Company will attempt to ensure that all aspects of the testing process, including specimen or sample collection, are as private and confidential as reasonably practical. Employees or applicants will not be observed while providing a urine specimen unless there is reason to believe the individual has tampered with, adulterated, switched or attempted to tamper with, adulterate or switch a urine specimen.

## **INSPECTIONS**

The Company reserves the right to inspect Company premises and property (including offices, desks, lockers and other repositories) where there is reasonable cause to believe that an employee has violated this Policy. This Policy will extinguish and eliminate any continuing expectation of privacy where reasonable cause exists to

believe that there has been a Policy violation. Where reasonably practical, inspections will be conducted in the presence of the employee implicated in the potential Policy violation.

### **ACKNOWLEDGEMENT**

As a condition of employment, applicants and employees must sign an Acknowledgement form (a copy of which is attached hereto and made a part hereof).

### **RESERVATION OF RIGHTS**

This Policy supersedes and revokes any other the Company practice or policy relating to the use of drugs and alcohol in the workplace and drug and/or alcohol testing. The Company reserves the right to interpret and administer this Policy, and at any time and at its sole discretion, amend, supplement, modify, revoke, rescind or change this Policy, in whole or in part, with or without notice and with or without consideration. This Policy is not an express or implied contract of employment nor is it to be interpreted as such. Additionally, this Policy does not in any way affect or change the status of any at-will employee. At-will employees continue to be free to terminate their employment or resign from employment at any time and the Company continues to be free to terminate employee, with or without cause, with or without notice, for any lawful reason or for no reason at all. Nothing in this Policy is a promise or guarantee or should be construed as a promise or guarantee that the Company will follow in any particular circumstances any particular course of action, disciplinary, rehabilitative or otherwise.

## Acknowledgement of Receipt of Policy and Consent to Testing

I certify that I have received, seen and understand the Company's Drug and Alcohol Free Workplace Policy.

I agree to comply with the Company's Policy on drugs and/or alcohol and understand failure to comply is grounds for disciplinary action, up to and including termination.

I consent to submit to drug and/or alcohol testing as outlined in the Company's Policy. I consent to provide specimens at the assigned collection site(s) and further consent to have the specimens tested for drugs and/or alcohol at a laboratory certified in accordance with state and/or federal law.

I consent to the release of the drug and/or alcohol test results in accordance with the Company's Policy to the selected Medical Review Officer (MRO), to the Company's agent or designee for administering the Company's Policy, to and within the Company on a need-to-know basis, and/or to additional parties in accordance with my written authorization or as otherwise permitted by applicable federal or state law.

I understand that I will be given an opportunity to discuss a positive test result and/or request a confirmatory retest of the original specimen.

In the event of a Reasonable Suspicion test following a work-related accident, I understand that the drug and/or alcohol test result(s) may also be provided to the Company's workers' compensation insurance carrier.

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Social Security Number: \_\_\_\_\_

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

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

I am the parent/guardian of \_\_\_\_\_, and I acknowledge that I understand the Company's Drug and Alcohol Free Workplace Policy. I hereby consent to his/her participation in the Company's Drug and Alcohol Free Workplace Program.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** *This certificate should be retained in a secured file.*

