

SmithAmundsen Labor & Employment

SAMPLE POLICY

Employee Drug & Alcohol Abuse Policy and Testing Program

- Do not adopt or use this policy without first consulting experienced legal counsel.
- For purposes of advising private employers not regulated by the United States Department of Transportation regulations.
- Public employers and employers with collective bargaining units should use this sample policy with extreme caution. The policy is designed for private employers without regard to any collective bargaining obligations.
- NOTE: Regarding “post-offer” testing, Illinois employers can conduct “pre-offer” or “pre-employment” testing for illegal drugs as long as it is carried out consistently and equally amongst similarly situated individuals. Pre-offer/pre-employment testing can help avoid other legal pitfalls versus post-offer testing, but may be more expensive.
- Employers should partner with credible and reliable third parties before implementing any drug testing process.

for further INFORMATION,
please contact
Jeffrey A. Risch
Management Side Labor & Employment Counsel
jrisch@salawus.com
630.587.7922



I.) INTRODUCTION:

The Company is firmly committed to providing a productive, safe and healthful work environment. The use of illegal drugs, abuse and misuse of alcohol, adversely affects those objectives by increasing absenteeism, lowering productivity and quality and most of all, jeopardizing the health and safety of those involved and the safety of others. *The following policy and testing program requires compliance by all non-DOT regulated employees as a condition of employment and continued employment with the Company.*

The Company reserves the right to interpret, revise or discontinue any provision of this policy.

Appendixes A, B, C and D, are attached and have been incorporated into this policy and program. Appendix A is simply an acknowledgment of receipt required to be executed by all new and current employees. Appendix B is a form to be used only when follow-up testing is to be conducted in conformity with this policy. Appendix C and Appendix D consist of “Consent to Test” forms to be executed by current employees as well as applicants respectively.

II.) STATEMENT OF POLICY:

The Company recognizes that our employees’ health and safety are of the utmost importance. Drug use and alcohol misuse may pose a serious threat to employee health and safety. It is the policy of the Company to prevent substance use or abuse from having an adverse effect on our employees. The work environment is safer and more productive without the presence of illicit or inappropriate drugs or alcohol in the body or on company property. Furthermore, all employees have a right to work in a drug-free environment and to work with individuals free from the effects of drugs or alcohol. Employees who use or abuse prohibited substances are a danger to themselves, their co-workers, the public and the Company’s property.

The federal government, many States and numerous organizations have recognized the adverse impact of substance abuse in the workplace. All employees are advised that remaining drug-free and medically qualified to perform assigned duties safely are conditions of continued employment with the Company.

The Company will conduct post-offer testing of all applicants. All employees may be subject to testing where circumstances establish that reasonable cause/suspicion of prohibited substance use exists, following “on-the-job” accidents or injuries and, if required by law, customer contract or due to a safety sensitive job function, on a random basis. Employees returning to duty following any positive test must test negative before returning and must submit to follow-up tests for as long as two years.

Any employee who tests positive will be subject to disciplinary action up to and including termination. Any employee who refuses to comply with a proper request to submit to testing or who fails to cooperate in the test process will be terminated. These procedures are designed not only to detect violations of this policy but also to ensure fairness to each employee. Every effort will be made to maintain the dignity of employees or applicants involved. Disciplinary action, up to and including immediate termination from employment will, however, be taken as necessary.

The Company prohibits the manufacture, distribution, dispensation, possession, concealment, use, sale or transfer of alcohol or illegal drugs, and the possession and/or purchase of drug related paraphernalia while working on Company premises, company time or while operating Company equipment (including vehicles). The Company prohibits employees from using alcohol, illegal drugs or controlled substances while at work, performing Company business or job-related duties, while on Company property or while operating Company equipment (including vehicles).

All employees have an obligation to comply and support this policy. Any employee who is aware of a violation of the policy should report it to his/her immediate supervisor or any manager. Every effort will be made to preserve the confidentiality of the source of a report. All reports will be taken seriously. Persons submitting false reports are subject to discipline up to and including immediate termination.

An employee taking over-the-counter or prescribed medication must be aware of any effect the medication may have on the performance of their duties. The employee must inform his/her physician of his/her job duties in order to make certain that the drug does not affect or interfere with the employee's safe and effective performance of his/her job duties. An employee must promptly report to his or her immediate supervisor the use of any medication which has or may have any adverse effect on his or her ability to effectively and safely perform his or her essential job duties. All prescription and non-prescription drugs must be kept in their original packaging or container. An employee who fails to adhere to these provisions may be subject to disciplinary action, up to and including immediate discharge. Such information will be kept confidential and such employees will be reasonably accommodated to the extent required by law.

The Company may conduct searches on and of any of its property, including inspection of vehicles, lockers, desks, employee tool and lunch boxes, briefcases, packages, etc. Private vehicles parked on Company property are included in this search policy. Refusing to submit to a search or inspection when requested by management will be cause for immediate discharge. Any illegal substance found on Company property may be turned over to appropriate law enforcement authorities for investigation and possible criminal enforcement action.

All drug/alcohol test results will be kept in a secure file in the Company's Safety Director's office. These files are strictly confidential in accordance with the law. Under no circumstances should the facts surrounding a case be discussed by anyone from the Company with a person not directly or immediately involved with the case.

To support this policy, the Company has adopted the following Uniform Drug and Alcohol Testing Program that applies to all its employees (both hourly and salaried).

- A. Post-offer Testing;
- B. Reasonable Suspicion Testing;
- C. Post Accident Testing;
- D. Random Testing;
- E. Return-To-Duty Testing; and
- F. Follow-up Testing.

Neither this policy nor any of its terms are intended to create a contract of employment, or to alter the existing employment or contractual relationship in any way. The Company retains the sole right to change, amend or modify any term or provision of this policy without notice. This policy is effective the ____ day of _____, 20____.

III.) DRUG AND ALCOHOL TESTING PROGRAMS:

A) POST-OFFER TESTING

After an offer of employment has been extended, the applicant must undergo a drug screen designed to identify whether or not the applicant is using illegal drugs. This drug screen will be administered by a clinic or lab selected by the Company. *All offers of employment with the Company are contingent on the Company receiving a negative drug test result verified by and independent Medical Review Officer.*

Should a positive test result exist, the applicant's offer of employment will be automatically rescinded by the Company. If for any reason the applicant has already begun working for the Company before the Company receives the positive test result, the applicant's employment will come to an immediate end. However, the applicant can submit documentation supporting the legitimate use for a specific drug or the specific drug that resulted in a positive determination. This documentation must be made either prior to or within 24 hours after the positive drug result is communicated to the applicant. Should the applicant's ability to safely and effectively perform his or her job be affected by the legitimate use of any drug, then the Company will attempt to provide accommodations to the extent required by law. If the offer of employment is revoked or if employment ends, the applicant who tests positive under the provisions of this policy may re-apply for employment with the Company after a time period of twelve (12) months, however, there shall be no guarantee of re-employment.

ANY APPLICANT WHO REFUSES TO CONSENT TO A TEST OR WHO FAILS TO COMPLY WITH ANY TESTING PROCEDURES OR TESTS POSITIVE FOR THE USE OF DRUGS WILL NOT COMMENCE WORK FOR THE COMPANY, AND THE JOB OFFER WILL BE AUTOMATICALLY RESCINDED. EMPLOYMENT IS EXPRESSLY CONDITIONED ON THE SUCCESSFUL PASSAGE OF THE POST-OFFER DRUG SCREEN.

In recognition of the requirements of the Americans with Disabilities Act (ADA), the Company will not intentionally discriminate against an applicant who has successfully completed a drug or alcohol rehabilitation program. However, the ADA does not prevent the Company from refusing to hire any applicant who tests positive for illicit drug use prior to employment.

B) REASONABLE SUSPICION TESTING

The Company has the discretion to decide when and under what circumstances an employee is fit for work.

Testing on the basis of reasonable suspicion shall include, but not be limited to: 1) involvement in a near-miss accident (an accident that was narrowly avoided) caused by the employee's actions or inaction; 2) observation of an employee acting or appearing in a manner which suggests drug or alcohol use, such as, behavior, appearance, judgment, coordination, job performance and/or other conduct including, but not limited to, slurred speech, glassy eyes, unsteady walk, disorientation, significant or repeated lapses of concentration, emotional outbursts, substantial mood changes, the smell of alcohol on the employee's breath, etc.; 3) instances where the Company observes or receives credible information that the employee is using or has symptoms of drugs and/or alcohol use; or 4) other facts which support a reasonable belief that the employee is using or has symptoms of drugs and/or alcohol use in violation of this policy.

All pertinent Company managers and supervisors will receive training to assist them in identifying behavioral characteristics of the use of prohibited substances in the workplace. Any manager or supervisor who observes such behavior must, within 24 hours, confidentially notify the Company's Safety Director in writing of the date, time, particular facts observed and employee's name. The Company's Safety Director must determine if the manager's or supervisor's suspicions are reasonable within 24 hours of being notified. Upon the Safety Director's determination that reasonable suspicion exists, testing can commence. However, once the determination that reasonable suspicion exists, under no circumstances will an employee be allowed back to work until he or she has a negative drug and/or alcohol test.

In reasonable cause cases, the Company shall require the employee to be escorted directly to and from the collection site for drug and/or alcohol testing. The employee will be transported to and from the collection site by a Company representative and/or an independent third party. Refusal to consent to testing will be considered insubordination and grounds for termination of employment.

If notice of a positive test result is received from the Medical Review Officer, then the employee will be subject to the disciplinary provisions in Section V of this program. However, if a negative test result is received, then the employee will be immediately reinstated for work with back pay, if applicable.

C) POST-ACCIDENT TESTING

Anyone who suffers a reportable accident on Company property and/or time must report it within two (2) hours to his or her immediate supervisor or manager, so that proper action and/or medical treatment may be provided. Failure to report any injury immediately may adversely affect an employee's benefits and rights under the law, and is grounds for disciplinary action up to and including immediate discharge.

An employee shall be tested for the use of controlled substances and/or alcohol as soon as possible, but no later than eight (8) hours, after a reportable accident occurring while on Company property or time and involving said employee.

For the purposes of this Section, a “reportable accident” means an accident resulting in:

1. The death of a human being;
2. Bodily injury to any person who, as the result of the injury, receives medical treatment --- including “first-aid”;
3. Damage to property in excess of \$500; or
4. Any near miss reportable accident as determined in the reasonable but sole discretion of management.

If notice of a positive test result is received from the Medical Review Officer following a post-accident drug and/or alcohol screen, then the employee will be subject to the disciplinary provisions in Section V of this program. However, if a negative test result is received, then the employee will be immediately reinstated for work with back pay, if applicable.

D) RANDOM TESTING

The Company may also conduct random testing for all covered Employees as follows:

1. A Company-wide selection process which removes discretion in selection from any supervisory personnel will be adopted by the Company. Random testing will be conducted by a third party removed from the company site.

2. Random testing, once begun, will provide for testing of at least 10% of all Employees during the first twelve (12) months of random testing after this program becomes effective.

Random testing usually selects from 10% up to 100% of all employees. An employee **MUST** test within 24 hours of being selected.

The annualized rate for random testing following the first twelve (12) months after implementation will be no less than 10% of covered Employees.

If a notice of a positive test result is received from the Medical Review Officer following a random drug and/or alcohol screen, then the employee will be subject to the disciplinary provisions in Section V of this program. However, if a negative test result is received, then the employee will be immediately reinstated for work with back pay, if applicable.

E) RETURN-TO-DUTY TESTING

Any individual who has performed services for the Company but who, for whatever reason, has not worked for the Company for a period of 30 consecutive calendar days must undergo testing for drug and/or alcohol use. If a notice of a positive test result is received from the Medical Review Officer following said testing, then the employee will be subject to the disciplinary provisions in Section V of this program.

F) FOLLOW-UP TESTING

As part of any “Last Chance Agreement” provided for in this policy (referred to in Section VI below), the Company may subject the employee to certain follow-up testing upon return to work following successful completion of a rehabilitation and/or drug treatment program.

IV.) TESTING METHODOLOGY:

This policy and program allows for the testing for drugs and alcohol. All laboratories used to perform urine and/or breath testing pursuant to this program will be accredited by the National Institute on Drug Abuse and will perform testing in accordance with the standards approved by the Department of Health and Human Services.

Drug Screening

Urine testing will be conducted to screen the presence of the following drugs and their metabolites:

- | | |
|-----------------------|-------------------|
| - Marijuana | - Barbiturates |
| - Cocaine | - Benzodiazepines |
| - Opiates | - Methadone |
| - Amphetamines | - Methaqualone |
| - Phencyclidine (PCP) | - Propoxyphene |

Alcohol Screening

All alcohol breath testing performed under this program shall be performed to determine blood alcohol content only. Any employee having a blood alcohol content of at least .04 shall be deemed to have tested positive for the use of alcohol and such a result shall subject the employee to the disciplinary provisions contained in Section V of this program.

The Company shall retain a qualified Medical Review Officer to receive test results from the laboratory and to carry out all actions necessary to confirm positive test results.

An appropriate "chain of custody" will be established for all testing completed in conformity to this policy and program. "Chain of custody" shall mean a procedure used to document the handling of the specimen from the time the employee gives the specimen to the collector until the specimen is destroyed.

V.) DISCIPLINARY PROVISIONS:

An employee who tests positive for the use of a controlled substance and/or alcohol in violation of this policy or program, as reported to the Company’s designated representative (i.e. Safety Director, Human Resources Manager, Director of Risk Management) by an independent Medical Review Officer, shall be unqualified to work for the Company. Further, a positive test result shall be grounds for immediate discharge of the employee. However, in rare cases, the Company

may, at its sole discretion, have the option of offering the employee reinstatement on a one-time basis if the employee will agree to comply with certain reinstatement provisions as described in Section VI of this Policy.

An employee who "refuses to submit" to an alcohol or drug test as provided herein is subject to immediate termination without any right or option to certain reinstatement provisions. "Refuses to submit" means that an employee:

- (1) Fails to appear for any test within a reasonable time, as determined by the Company, consistent with this policy after being directed to do so by the Company.
- (2) Fails to remain at the testing site until the testing process is complete.
- (3) Fails to provide a urine specimen for any drug test required.
- (4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the employee's provision of a specimen.
- (5) Fails 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 for the failure.
- (6) Fails or declines to take a second test the employer or collector has directed the employee to take.
- (7) Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process, or failing to complete all documents, or failing to comply with reasonable directives); or
- (8) Is reported by the Medical Review Officer as having a verified diluted or otherwise adulterated sample or substituted test result.

VI.) REINSTATEMENT OF EMPLOYEE AFTER POSITIVE TEST

An employee who tests positive for the use of a controlled substance and/or alcohol, thereby supplying the Company with grounds for the immediate discharge of the employee, may be reinstated provided the employee agrees to comply with the following conditions and executes the "Follow-up Testing Agreement," attached as Appendix B.

1. The employee must immediately enroll in a qualified program of evaluation and, if necessary, treatment. A qualified program of evaluation and/or treatment can be chosen by the Company or the employee, but it must be approved by the Company. Any cost of rehabilitation not covered by insurance shall be borne by the employee.

2. Upon receipt of satisfactory progress in the program of evaluation or treatment outlined in Paragraph VI.) 1. above, the employee must submit to a drug and/or alcohol

test in which a negative result is obtained. The satisfactory progress report must be received by the Company no later than thirty (30) calendar days from the date that the employee was given notice of the positive test result. If more than thirty (30) days elapse, the Company shall have grounds to discharge the employee. If a positive test for the use of a controlled substance or alcohol is returned after the employee enters a program of evaluation or treatment, then the employee shall be immediately discharged.

3. An employee shall be eligible for reinstatement under this Section on a one-time basis, and the reinstatement is contingent upon the employee returning directly to work for the Company.

4. **Upon reinstatement the Employee shall be subject to no less than six (6) additional tests for drugs and/or alcohol without prior notice to occur within six (6) months of the reinstatement and shall be subject to no less than six (6) additional tests for drugs and/or alcohol without prior notice to occur within six (6) to twelve (12) months after reinstatement. For the twelve (12) months thereafter, Employee shall be subject to no less than three (3) additional tests for drugs and/or alcohol without prior notice.**

VII.) VOLUNTARY SUBMISSION TO EMPLOYEE ASSISTANCE PROGRAM

An employee who, prior to being selected for testing, voluntarily admits to any form of substance abuse shall be placed on a leave of absence if the employee agrees to enroll in an approved Employee Assistance Program (“EAP”) and upon completion of the EAP submit to the terms of the Follow-up Testing Agreement (Appendix B). A voluntary admission is the same as a positive test result for purposes of Sections V. and VI. herein.

The employee must immediately enroll in a qualified program of dependency evaluation within ten (10) days of notification, and if necessary, receive treatment. The program of evaluation or treatment is to be approved by the Company. Any cost of rehabilitation not covered by insurance is to be borne by the employee.

Upon receipt of satisfactory progress in the program of evaluation or treatment outlined above, the employee must submit to a drug and/or alcohol test in which a negative result is obtained. The satisfactory progress report must be received by the Company no later than thirty (30) calendar days from the date that the employee enrolled in the EAP. If more than thirty (30) calendar days elapse, then the Company shall have grounds to discharge the employee. If a positive test for the use of a controlled substance and/or alcohol is returned after the employee enters a program of evaluation or treatment, then the employee shall be immediately discharged.

Upon successful completion of the EAP, the individual must agree to submit to the terms of the Follow-up Testing Agreement (attached as Appendix "B"). Failure to submit to the terms of the Follow-up Testing Agreement will disqualify the individual from re-employment with the Company.

NOTICE:

No Alteration of At-Will Employment – *Neither the adoption nor implementation of this policy shall be construed as creating a contractual obligation or modifying the at-will employment relationship between the Company and its Employees. The Company also reserves the right to modify or rescind this entire policy in whole or in part at any time with or without notice.*

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT OF DRUG AND ALCOHOL TESTING PROGRAM AND AGREEMENT TO ABIDE BY PROGRAM

I, _____, hereby acknowledge that I have received a copy of the Company's Drug and Alcohol Testing Program ("program").

In conjunction with my receiving a copy of the program, I further acknowledge the following:

1. I have read the program and fully understand the terms contained therein and the consequences for violating any term of the program.
2. I understand that my compliance with all terms of the program is a condition of my employment with the Company, and I agree to abide by all terms of the program.
3. As applicable, if a post-accident drug and/or alcohol test is required under this program and I am seriously injured and unable to provide a specimen at the time of the accident, then this Acknowledgement shall be considered my authorization for the Company to obtain hospital reports and other documents which would indicate whether there were any controlled substances and/or alcohol in my system.
4. I authorize the collection site, laboratory and/or medical review officer retained by the Company to perform any and all functions which those entities and/or individuals may be required to perform pursuant to this program or applicable regulations. Such authorization shall include, but is not limited to, the release of test result information to the Company, verification of the use of prescribed medications, obtaining information from the employee's physician, hospital, dentist or pharmacist and the reporting of negative test results with a qualifying statement in cases wherein an employee may be taking a legally prescribed drug.
5. I hereby release and hold harmless the Company and its employees and agents from any liability whatsoever arising from the program.
6. **The Company reserves the right to amend or modify this program at any time.**

Employee's Signature

Date

APPENDIX B

FOLLOW-UP TESTING/LAST CHANCE AGREEMENT

This Follow-Up Testing Agreement is entered into by and between Company (hereinafter referred to as the "Company") and _____, Social Security number _____ (hereinafter referred to as the "Employee").

WHEREAS, the Employee has tested positive for the use of a controlled substance; and

WHEREAS, the Employee desires to return to work for the Company, and the Company, at its sole discretion, has decided to allow the Employee one last chance to return to work for the Company; and

WHEREAS, both Parties recognize that, if applicable, the following terms and conditions of this Agreement are authorized by law.

IT IS HEREBY AGREED AS FOLLOWS:

- 1. The Employee must immediately enroll in a qualified program of evaluation and treatment. A qualified program of evaluation and/or treatment can be chosen by the Company or the employee, but it must be approved by the Company. Any cost of rehabilitation not covered by insurance is to be borne solely by the Employee. During Employee's participation in the qualified program of evaluation and, if necessary, treatment, Employee shall not perform any safety sensitive positions and the Company may prohibit Employee from performing any work at its sole discretion.**
- 2. Upon receipt of satisfactory progress in the program of evaluation or treatment outlined in 1 above, the Employee must submit to a drug and/or alcohol test in which a negative result is obtained. Once the negative result is obtained, the Employee may commence work at the Company's sole discretion. However, the satisfactory progress report must be received by the Company no later than thirty (30) calendar days from the date that the Employee was given notice of the positive test result. If more than thirty (30) calendar days elapse, then the Company shall have grounds to discharge the Employee. If a positive test for the use of a controlled substance and/or alcohol is returned after the Employee enters a program of evaluation or treatment, then the Employee shall be immediately discharged.**
- 3. The Employee shall be eligible for reinstatement under this Agreement on a one-time basis, and the reinstatement is contingent upon the Employee returning directly to work for the Company.**
- 4. Upon reinstatement the Employee shall be subject to no less than six (6) additional tests for drugs and/or alcohol without prior notice to occur within six (6) months of the reinstatement and shall be subject to no less than six (6) additional tests for drugs and/or alcohol without prior notice to occur within six (6) to twelve (12) months after reinstatement. For the twelve (12) months thereafter, Employee shall be subject to no less than three (3) additional tests for drugs and/or alcohol without prior notice.**
- 5. If the Employee refuses to be tested under any of the provisions of this Agreement or if the Employee tests positive, then the Employee shall be immediately discharged.**

6. Employee understands that he/she will be terminated immediately if he/she: 1) refuses to submit to testing, 2) tests positive for the presence of illegal drugs or has a blood alcohol concentration of .04 or greater or 3) submits a “cold” sample as determined by the certified specimen collector or an “adulterated” sample as determined solely by a certified testing laboratory.

7. Employee agrees and understands that the Company may conduct searches on its property, including inspection of the Employee’s vehicle, locker, desk, briefcase, package, etc. Employee understands that refusing to submit to a search or inspection when requested by management will be cause for immediate discharge. Employee also understands that any illegal substance found on Company property may be turned over to appropriate law enforcement authorities for investigation and possible criminal enforcement action. Employee acknowledges that he/she has no expectation of privacy to any property that may be located at or on the Company’s property.

8. Employee understands that he/she may be terminated if he/she violates or revokes any paragraph of this Agreement.

9. Employee understands that drug tests will be conducted to screen the presence of the following drugs and their metabolites:

- | | |
|-----------------------|-------------------|
| - Marijuana | - Barbiturates |
| - Cocaine | - Benzodiazepines |
| - Opiates | - Methadone |
| - Amphetamines | - Methaqualone |
| - Phencyclidine (PCP) | - Propoxyphene |

EMPLOYEE, INDIVIDUALLY, ACKNOWLEDGES THE FOLLOWING:

I consent freely and voluntarily to the Company's request for a urine and/or breath specimen now, or at any time during my employment with the Company. I hereby release and hold harmless the company and its employees and agents from any liability whatsoever arising out of or connected with the testing or my specimen. I have read and understood this Agreement and certify that I am entering into it freely and voluntarily after a reasonable opportunity for deliberation. I also certify that I have not used any illegal drugs or consumed any alcohol in the last twenty-four (24) hours and that I am legally competent to execute this Agreement. I understand that my employment is at-will, and therefore I or the Company may terminate my employment with or without cause and with or without advance notice.

Company
By

EMPLOYEE

Dated _____

Dated _____

APPENDIX C

Company Name Current Employee Consent/Refusal Form

I understand that in accordance with Company Name's Drug-Free Workplace Policy, all current employees may be tested for controlled substances and/or alcohol as a condition for continued employment.

I consent to testing for controlled substances.

I understand that I can refuse to be drug tested, but if I refuse, it will result in my immediate termination.

Negative and positive test results will be reported to Company Name. If the test results are positive, the substance will be identified to Company Name. All positive drug test results will be reviewed by a Medical Review Officer, who is an independent contractor not affiliated with Company Name.

I understand that a positive drug test result for controlled substances and/or alcohol use in violation of the Company's policy will require me to immediately enter into a treatment program as outlined in this policy.

I understand the above conditions and hereby agree to comply with them.

Drug test must be completed within 24 hours of the date shown below.

I consent freely and voluntarily to the Company's request for a urine and/or breath specimen now, or at any time during my employment with the Company. I hereby release and hold harmless the company and its employees and agents from any liability whatsoever arising out of or connected with the testing or my specimen. I have read and understood this Agreement and certify that I am entering into it freely and voluntarily after a reasonable opportunity for deliberation. I also certify that I have not used any illegal drugs or consumed any alcohol in the last twenty-four (24) hours and that I am legally competent to execute this Agreement. I understand that my employment is at-will, and therefore I or the Company may terminate my employment with or without cause and with or without advance notice.

I agree to be tested

I refuse to be tested

Employee's Name (print)

Witness Signature/Date

Employee's Signature/Date

Employee's Social Security Number

APPENDIX D

Company Name Post-Offer Consent/Refusal Form

I understand that in accordance with Company Name's Drug-Free Workplace Policy, all offers of employment are contingent on the results of testing for controlled substances as a condition for employment.

I consent to such testing for controlled substances.

I understand that I can refuse to be drug tested, but if I refuse, it will result in my not being qualified for employment and my offer of employment will be rescinded.

Negative and positive test results will be reported to Company Name. If the test results are positive, the controlled substance will be identified to Company Name. All positive drug test results will be reviewed by a Medical Review Officer, who is an independent contractor not affiliated with Company Name.

I understand that a positive drug test result for controlled substances will render me unqualified for employment.

I understand the above conditions and hereby agree to comply with them.

I consent freely and voluntarily to the Company's request for a urine specimen now. I hereby release and hold harmless the company and its employees and agents from any liability whatsoever arising out of or connected with the testing or my specimen. I have read and understood this Agreement and certify that I am entering into it freely and voluntarily after a reasonable opportunity for deliberation. I also certify that I have not used any illegal drugs or consumed any alcohol in the last twenty-four (24) hours and that I am legally competent to execute this Agreement. I understand that my employment will remain, at all times, at-will, and therefore I or the Company may terminate my employment with or without cause and with or without advance notice.

I agree to be tested

I refuse to be tested

Name (print)

Witness Signature/Date

Signature/Date