



DRUG AND ALCOHOL TESTING POLICY

I. General Statement:

It is the purpose of **Spitzer Industries, Inc.** (the "Company") to help provide a safe and drug-free work environment for our clients and our employees. All applicants must pass the Company's drug test before becoming eligible for employment. Testing of applicants will occur after an offer of employment has been extended and before the applicant commences employment and current employees must comply with the policy as a condition for continued employment. Temporary employees will be required to pass a drug test prior to commencement of work at any of the Company's facilities. **Spitzer Industries, Inc.** has adopted a "Zero Tolerance Policy" regarding drugs in the workplace. With this goal in mind and because of the serious drug abuse problem in today's workplace, we are establishing the following policy for existing and future employees of **Spitzer Industries, Inc.**

The Company explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, prescription medication without a prescription (prescriptions must be written for the employee) on Company or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

II. Testing and Inspection:

The Company will conduct drug testing under one or another of the following paragraphs:

- **PRE-EMPLOYMENT:** Immediately after receiving an offer of employment all applicants will take and clear the Company's specific drug test prior to commencement of employment.
- **RANDOM TESTING:** Employees may be selected at random for drug testing at any interval determined by the Company. May be subject to other client specific requirements based on the project.
- **FOR CAUSE TESTING:** The Company may ask an employee to submit to a drug test at any time any authorized representative of the Company has reason to believe that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, excessive and unexplained absenteeism or tardiness or after receipt of any credible report that the employee is in violation of this policy.
- **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury or high potential incidents will be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was injured, but also any employee who potentially contributed to the accident or injury event in any way.

Revised 7/8/2020



- When an employee returns to active employment after a leave of absence of thirty (30) days or more.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, the employee will be subject to appropriate disciplinary action, resulting in discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

III. Action: Upon receipt of a positive test result or discovery of any violation of this policy, the Company will rescind its conditional offer of employment from any prospective employee. Following any testing conducted with respect to existing employees; upon receipt by the Company of a positive and confirmed drug test result, the employee will be immediately contacted and notified of their termination for cause. If an employee is found to have a blood alcohol level of .08 or higher, the employee will be immediately contacted and notified of their termination for cause. If an employee is found to have a blood alcohol level between .04 and .07 the employee will be considered in violation of this policy and will be subject to disciplinary action of termination of employment. Refusal to comply with the Drug & Alcohol Testing Policy and Procedure is viewed by the Company as a failure to obey a direct order and therefore grounds for termination.

The Company does not sponsor or endorse any specific drug treatment program. However, such programs are available through the public and private health care facilities. Affected employees are encouraged to seek assistance for them selves and will be considered for re-employment after six months, accompanied by verifiable evidence of completion of a treatment program.

IV. Notice: The Company will provide not less than 30 days advance notice in writing to each individual employee prior to the implementation of any changes in the testing program. Each employee must sign an acknowledgement that they have received a copy of the Company's Drug and Alcohol Policy. All candidates for employment will be made aware of the Company's Drug & Alcohol Policy. All testing will be administered by a National Institute on Drug Abuse (NIDA) approved lab and established lab procedures.

V. Confidentiality: It is the Company's Policy and legal obligation to assure the confidentiality of all information, interviews, reports, statements, memoranda, and test results which are developed, received, or generated as a consequence of the implementation of this policy and testing program. Use of any information generated as a result of this policy will be restricted to the lawful pursuit and achievement of those purposes and objectives defined in this policy statement.

VI. Definitions:

"Alcohol" means ethyl alcohol or ethanol.

"Drugs" means any substance recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopath Pharmacopoeia, or other drug compendia, or supplement to any compendia.

"Employee" means any person in the service of the Company for compensation of any kind (includes regular and temporary employees).

"Prospective Employee" means any person who has made application for employment with the Company.

"Temporary Employee" means any individual performing work through either a direct contract or employment agency



Acknowledgement:

I, _____

have read, understand and received a copy of **Spitzer Industries, Inc.** Drug & Alcohol Testing Policy and agree to abide by this policy as a condition of my employment.

Signature:	
Printed Name:	
Employee #:	
Date:	



EMPLOYEE AGREEMENT AND CONSENT TO DRUG AND/OR ALCOHOL TESTING

I hereby agree, upon a request made under the drug/alcohol testing policy of **Spitzer Industries, Inc.** (the Company), to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under company policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have the Company and/or its company physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to the Company and/or to any governmental entity involved in a legal proceeding or investigation connected with the test.

I will hold harmless the Company, its company physician, and any testing laboratory the Company might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug or alcohol test, even if a Company or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless the Company, its company physician, and any testing laboratory the Company might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered.

I UNDERSTAND THAT THE COMPANY WILL REQUIRE A DRUG SCREEN TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT.

PRINTED NAME

SIGNATURE

DATE