



## Drug and Alcohol Testing Safety Policy

Friends of Switchpoint. ("Switchpoint" or "company") believes that its employees, contractors, and the general public have a vital and important interest in promoting drug-free workplaces in order that Switchpoint may maximize levels of productivity, enhance competitive positions in the marketplace, and reach desired levels of success without experiencing the costs, delays, and tragedies associated with work related accidents resulting from substance abuse. Alcohol and illegal drugs in the workplace are dangerous, not only to the Employees involved, but to others. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol and illegal drugs is prohibited on Switchpoint's premises, in Switchpoint's vehicles, while on company business, or in Employee's vehicles while performing services for Switchpoint.

### Definitions

For purposes of this policy:

- A. "Alcohol" means ethyl alcohol or ethanol.
- B. "Employee" means any person in the service of Switchpoint for compensation of any kind.
- C. "Controlled Substance" means a controlled substance including Schedule I or 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 the title or requires a valid prescription. The term "illegal drugs" does not mean the use of a Controlled Substance pursuant to a valid prescription or other use authorized by law.
- D. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal or State criminal statutes.
- E. "Criminal Drug Statute" means a Federal or State criminal statute involving the manufacture, distribution, dispensing, possession, or use of any Controlled Substance.
- F. "Drug Paraphernalia" means objects used to manufacture, compound, convert, produce, process, prepare, test, analyze, pack, store, contain, conceal, and/or to inject, ingest, inhale, or otherwise introduce a drug into the human body.
- G. "Illicit Drugs" and "Drugs" means a substance recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopathic Pharmacopoeia, or other drug compendia, or supplement to any of those compendia.
- H. "Medical Review Officer" or "MRO" is a Licensed Physician who is licensed (i) as a doctor of medicine under Title 58, Chapter 67, Utah Medical Practice Act, or similar law of another state, or (ii) as an osteopathic physician or surgeon under Title 58, Chapter 68, Utah Osteopathic Medical Practice Act, or similar law of another state, and (iii) who is responsible for receiving, reviewing and evaluating laboratory results and medical explanations related to this Policy.

- I. "Prospective Employee" means any person who has made application for employment with the company, or to provide services in exchange for compensation to Switchpoint and to whom Switchpoint has offered employment or a services contract, conditioned upon the results of a drug and alcohol test.
- J. "Sample" means urine, blood, breath, saliva, or hair.

#### **Procedural Guidelines and Plan Provisions**

At Switchpoint's sole discretion and consistent with applicable law, Switchpoint may test Employees and Prospective Employees for the Employee refusing to cooperate with testing will not be eligible for employment, or if employed, may be subject to termination, or to contract or continued contract with Switchpoint, as the case may be. Switchpoint shall consider as negative all confirmed positive drug and alcohol test results with a medically sufficient explanation.

- A. Current Testing – Switchpoint may perform any of the following types of testing consistent with applicable law. Switchpoint may decide to add or remove any types of testing at any time consistent with applicable law.
  - a. Utah – Reasonable Suspicion, Random, and Post-Accident Testing
  - b. Distribution Centers – Reasonable Suspicion and Post-Accident Testing
  - c. Drivers – Reasonable Suspicion, Post-Accident, and Post-Offer Testing. The category of "Drivers" shall include any Employee who operates a vehicle, including but not limited to forklift drivers and couriers.
- B. Types of Testing
  - a. Reasonable Suspicion (For-Cause) Testing
    - i. Supervisors and managers shall be trained to look for behaviors, which may indicate drug or alcohol usage. Reasonable suspicion behaviors include but are not limited to: direct observation of drug or alcohol use, drug paraphernalia, abnormal or erratic behavior such as accidents, stealing or repeated errors on the job, any of which are coupled with a specific contemporaneous event that indicates probable drug or alcohol use.
    - ii. An Employee will be required to provide a Sample, when such reasonable suspicion arises and at least two supervisors or managers, and a representative from the Human Resources concur that a reasonable suspicion of drug or alcohol use exists.
    - iii. The decision to test for drug or alcohol use is based on specific contemporaneous, physical, behavioral, and/or performance indicators. Once the authorized supervisors have determined that a reasonable suspicion exists, testing will be administered as close in time as reasonable suspicion occurs.
  - b. Post-Accident Testing

- i. Post-accident testing will be conducted on Employees whose performance either contributed to an accident or cannot be completely discounted as contributing to the accident.
- ii. The immediate supervisor and the department manager of the Employee, in association with the Human Resources Department will determine if the performance of that Employee either contributed to the accident or cannot be completely discounted as a contributing factor.
- iii. Testing will occur as soon as possible, not to interfere with emergent care, but not later than twelve hours after the accident has occurred.
- iv. Test results may not be immediately available. Employees who show no sign of being impaired may be allowed to return to work. Employees who show signs of impairment will be suspended until test results are available. If test results are negative there will be no loss of pay for hours that would have been worked as scheduled hours, or consistent with the terms of any service contract, and the Employee will be returned to work. If test results are positive the Employee will be terminated, or the contract terminated, as the case may be, effective the date of initial suspension or the date of the accident.

c. Post-Offer Testing

- i. All Prospective Employees may be tested for drug or alcohol usage prior to being placed for or commencing employment, or commencement of services under a contract. All Prospective Employees shall be informed of the policy at the pre-employment interview or during contract negotiations as the case may be.
- ii. A copy of this policy shall be available for review by all Prospective Employees. All Prospective Employees shall be required, prior to being hired by Switchpoint, or allowed to commence services under a contract, to sign the acknowledgement form, agreeing to abide by the terms of this policy.
- iii. As provided in the Company Action section of this policy, Switchpoint will exclude from employment, or the provisions of contract services, any Prospective Employees who refuses to abide by the terms of this policy.
- iv. Any Prospective Employee whose post-offer drug and alcohol test results in a confirmed positive and who does not have a medically sufficient explanation (as determined in the sole, but reasonable, discretion of the MRO), may reapply for employment or to provide contract services with Switchpoint after six months from the date of such test.
- v. If Switchpoint hires, or contracts for services with, a Prospective Employee, he or she may be required to have first successfully passed the above referenced post-offer drug and alcohol test, and thereafter he or

she will be subject to all the procedures and requirements for drug and alcohol testing as set forth in this policy.

- vi. Employees may not start to work until the test results are known.

C. Testing Procedures

- a. When Testing Occurs – Any drug or alcohol testing shall occur during or immediately after the regular work period of current Employees and shall be deemed work time for purposes of compensation and benefits of current Employees or work time pursuant to any services contract as the case may be.
- b. Where – Individuals will be collected on Company premises or sent to a designated outside clinic or collection facility licensed to perform such tests. In any instance where the screen is required based on a work-related accident or theft investigation, the perception that the Employee's performance or conduct is impaired, or the perception that the Employee is under the influence of drugs or alcohol, a supervisor, manager or representative from the Human Resources shall escort the Employee to the drug screening facility or shall arrange for transportation to the drug screen facility and, subsequently, help arrange transportation for the Employee from the drug screen facility to the Employee's residence after the drug screening.
- c. Cost of Testing – Switchpoint shall pay all costs of testing, transportation, and time associated with a test required by Switchpoint.
- d. Procedure of Testing – All sample collection and testing shall be performed according to the following conditions:
  - i. The collection of samples shall be performed under reasonable and sanitary conditions.
  - ii. Samples shall be collected and tested with due regard to the privacy of the individual being tested, and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples.
  - iii. The collection of samples shall be documented, and the documentation procedures shall include labeling of samples, to reasonably preclude the probability of erroneous identification of test results. An opportunity shall be provided for the Employee or Prospective Employee to discuss relevant medical information.
  - iv. Sample collection, storage, and transportation to the place of testing shall be performed so as to reasonably preclude the probability of sample contamination or adulteration.
  - v. Sample testing shall conform to scientifically accepted analytical methods and procedures. Testing shall include verification or Switchpoint will use

confirmation of any positive test result by gas chromatography/mass spectrometry before the results of any test as a basis for any action.

D. Altered Specimen

- a. Whenever there is reason to suspect that an Employee has altered or substituted a specimen, a second specimen will be obtained as soon as possible. Closer scrutiny of the collection procedure may be required, provided, however, that due regard for the privacy of the individual being tested and procedures set forth above for requirements and testing will continue to be maintained.
- b. Employees who alter or substitute a specimen are subject to disciplinary action up to and including termination of employment or termination of a services contract.

E. Failure to Cooperate

- a. Employees who refuse to cooperate with the notification procedures or specimen collection process will be subject to discipline, up to and including termination of employment or termination of a services contract.

**Company Action**

Upon receipt of a verified or confirmed positive drug or alcohol test result, which indicates a violation of this policy, upon the refusal of any Employee or Prospective Employee to provide a Sample, or upon the donor supplying a temperature out of range, adulterated, substituted, invalid or dilute samples, Switchpoint may use that test result or refusal as the basis for disciplinary actions, which may include, but not be limited to, the following:

- A. Termination of employment.
- B. Refusal to hire a Prospective Employee.
- C. Termination of a services contract.
- D. Refusal to enter into a services contract with a Prospective Employee.
- E. Any other disciplinary measures in conformance with applicable law and Switchpoint's practices, policies, or procedures.

## Confidentiality

- A. All information, interviews, reports, statements, memoranda, or test results received by Switchpoint through this drug and alcohol testing program are confidential communications and are not to be used or received as evidence, obtained in discovery or disclosed in any public or private proceeding, except to those having a demonstrated need to know, or in a proceeding related to an action taken by Switchpoint, or in defense of any action brought against Switchpoint, or as required by law.
- B. The information described in the preceding paragraph shall be the property of Switchpoint.
- C. Switchpoint is entitled to use a Drug or Alcohol test result as a basis for discipline up to termination as set forth in the Company Action section of this policy.

## Miscellaneous Conditions

- A. Employees who possess, dispense, manufacture, or distribute alcohol, drugs or drug paraphernalia on company premises, or on company time, may be subject to disciplinary action up to and including termination or termination of a services contract.
- B. A copy of Switchpoint's drug and alcohol testing policy will be distributed or posted for all Employees, and all Employees shall be required to acknowledge receiving, reading, and understanding the policy. Copies shall be made available to Prospective Employees upon request.
- C. This policy applies to management as well as other Employees.

Any Employee convicted of violating a criminal drug or alcohol law must notify the Human Resources Department within five days of conviction. Switchpoint may take appropriate disciplinary or other actions as set forth in the employee handbook section of this policy.

## Workplace Rules

- A. An Employee or Prospective Employee shall be considered to be positive for drugs, alcohol or a controlled substance if the results of an Employee's or Prospective Employee's drug or alcohol test equals or exceeds the measurement criteria set forth in the Procedural Guidelines and Plan Provisions section of this policy.
- B. No Employee may possess, use, distribute, or be under the influence of alcohol on the premises, or while conducting Company business whether on- or off-premises, or in Switchpoint's vehicles, or in an Employee's vehicle while on company time or on company business.
- C. No Employee may manufacture, distribute, dispense, possess, use, or be under the influence of drugs or a controlled substance on Switchpoint's premises, in Switchpoint's vehicles, or in an Employee's vehicle during company time, except in cases involving a

current, prescribed prescription or over-the-counter drugs for which the Employee is using the prescribed prescription strictly according to the prescription or the over-the-counter drugs strictly according to the directions.

### **Search and Seizure**

It is the position of Switchpoint to enforce this policy regarding the presence of illicit drugs or alcohol on Company premises, parking lots, equipment, lockers, or vehicles, or while on company business. Switchpoint has the right to search such premises, property, vehicles, and items at Switchpoint's discretion, to expose the concealment of any drugs or alcohol, and to seize any such substances.

### **Drug and Alcohol Policy Not a Contract**

This drug and alcohol testing policy is the unilateral action of Switchpoint and does not constitute an express or implied contract with any person affected by or subject to the policy. Neither this policy, any amendment or modification to this policy, nor any action taken pursuant to this policy assures or guarantees employment or any terms of employment to any person for any period of time, including but not limited to Employee's status as an at-will employee. Neither this policy nor any action taken pursuant to this policy assures or guarantees continued services under a service contract or renewal of a service contract or otherwise. Switchpoint may alter, terminate, or make exceptions to this policy at any time, at Switchpoint's sole discretion. This policy does not limit or alter Switchpoint's right to terminate any Employee or Employee contract at any time for any reason.

### **Amendments to this Policy**

This policy supersedes and replaces any previous policies, oral or written, on the same subject matter. Friends of Switchpoint. may change, discontinue, or add to this policy from time to time in its sole discretion with or without prior notice. The online policy is the current and controlling version of this policy.

**Employee Acknowledgement of Receipt and Agreement to Adhere to the Drug and Alcohol Testing Policy**

(Please sign and return to the HR Department)

I have read and understand the Drug and Alcohol Testing Policy and agree to submit to all of its requirements. I understand that compliance with this policy is a condition of my employment, a condition of ongoing employment, or a condition of providing services to Friends of Switchpoint as the case may be, and that disciplinary action, whether as an employee, independent contractor, or other service provider, that may be taken if I am found in violation of this policy has also been explained to me.

PRINT FULL NAME \_\_\_\_\_

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

EMPLOYEE LOCATION \_\_\_\_\_

\_\_\_\_\_

This form will be maintained in Friends of Switchpoint's files as by law required.