



Non DOT Drug and Alcohol Testing Policy

Effective January 1, 2022

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PURPOSE

It is the policy of Opp Construction (“the Company”) to create a drug and alcohol free workplace. The use of alcohol or drugs is inconsistent with the behavior expected of employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines the Company’s ability to operate effectively and efficiently.

COVERAGE

This policy applies to all job applicants and employees who are not covered by the DOT Drug and Alcohol Testing Policies and is applicable at all Company facilities or wherever Company employees are performing Company business.

This policy replaces and supersedes all previous Company policies regarding drug and alcohol testing. This policy is not intended as an offer of employment and does not constitute a contract, either express or implied, between the Company and any applicant or employee. This policy does not alter the at-will relationship between any employee and the Company.

NOTICE

A copy will be distributed to all affected employees and all job applicants who are conditionally offered employment contingent upon passing a drug and/or alcohol test. All individuals who receive a copy of this Policy must sign the “Applicant or Employee Acknowledgement of Notice Form” and promptly return the signed form to Human Resources.

In addition, written notice that the policy exists will be posted in the breakroom. Copies of the policy are available for review by applicants and employees during regular business hours in the Company’s Human Resources office.

INSPECTIONS

The Company reserves the right to inspect Company vehicles, premises, and property (including offices, desks, lockers and other repositories) and personal effects (such as lunch boxes/bags, purses, gym bags, backpacks, handbags, briefcases, packages or coats) where there is reasonable cause to believe that an employee has violated this Policy. Individuals covered under this Policy have no 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 individual implicated in the potential Policy violation.

DEFINITIONS

As used in this policy, the term:

Alcohol means ethanol, isopropanol, or methanol.

Drug means any controlled substance as defined under applicable law. This includes, but is not limited to; narcotics, cocaine, amphetamines, methamphetamines, cannabis (marijuana), depressants, stimulants, hallucinogens, codeine, morphine, semi-synthetic opioids such as hydrocodone, hydromorphone, oxycodone and oxymorphone, in addition to synthetic drugs (e.g. K2, Bath Salts) (but not legal use of medicinal marijuana in Minnesota or North Dakota if all the requirements of Minn. Stat. §§ 152.22-152.37 or N.D.C.C. § 19024.1-34 and this Policy are met).

Job applicant means a person who has received a job offer contingent on the person's passing a drug test.

Random selection basis means a mechanism for selection of employees that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and (2) does not give the Company discretion to waive the selection of any employee selected under the mechanism.

Reasonable suspicion means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

Safety-sensitive position means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person. It includes, but is not limited to, any job that involves using or operating Company equipment, machinery, or vehicles. This includes, but is not limited to, the positions listed on Appendix A.

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 Opp Construction premises.

Under the influence of drugs means (1) the presence of any detectable amount of an illegal drug and/or an unauthorized prescription drug, or its metabolites, demonstrated by a verified 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 or is using illegal drugs, or unauthorized prescription drugs, during working time or on Opp Construction property.

PROHIBITIONS/REQUIREMENTS

1. No employee shall report to work under the influence of alcohol or drugs.
2. No employee shall distribute, dispense, possess, sell, transfer, or use alcohol while on Company premises, including Company parking lots, or while operating Company machinery, equipment or vehicles, or while engaged in Company business off premises.
3. No employee shall engage in the unlawful manufacture, distribution, dispensation, solicitation, possession, sale, transfer or use of drugs while on Company premises,

including Company parking lots, or while operating Company machinery, equipment or vehicles, or while engaged in Company business off premises.

4. No employee may use, possess or be impaired by the use of medical cannabis while on Company premises, including Company parking lots, or while operating Company machinery, equipment or vehicles, or while engaged in Company business off premises. Any employee who is a patient enrolled in Minnesota's Registry Program pursuant to Minn. Stats. §§ 152.22 to 152.37 or in North Dakota's Registry Program pursuant to N.D.C.C. ch. 19-24.1 may elect to provide the Human Resources Department appropriate notice and documentation.
5. Any employee who is not in an appropriate mental or physical condition for whatever reason to safely operate, use, or drive the Company's equipment, machinery, or vehicles must immediately notify his/her supervisor.
6. Employees in "safety sensitive" positions must notify their supervisor when taking any prescription or over-the-counter medication if the medication is known to cause an adverse side effect that could interfere with the employees' ability to safely perform their job (e.g., motor ability, judgment, coordination, reflexes, etc.).
7. Illegal drugs found on Company premises, including but not limited to Company parking lots, machinery, equipment or vehicles, may be turned over to a local law enforcement agency for criminal prosecution. In addition, the Company may notify a local law enforcement agency when it suspects that an employee may be in possession of illegal drugs or otherwise be engaged in any unlawful activity while at work or on Company premises.
8. Engaging in the unlawful manufacture, distribution, dispensation, solicitation, possession, sale, transfer or use of alcohol or drugs while off-duty may affect an employee's ability to perform his/her job for the Company or harm the Company or its reputation and may subject the employee to discipline, up to and including termination.
9. The Company has a strong commitment to maintaining a drug-free workplace. As a federal contractor, the Company is required to take action with respect to use of drugs in the workplace pursuant to the federal Drug-Free Workplace Act of 1988. All employees are required to abide by the terms of this policy.
 - (a) The Company prohibits the unlawful use, possession, sale, manufacture, dispensation, or distribution of controlled substances in the workplace. Violation of this rule may result in discipline, up to and including discharge.
 - (b) The Company has established a drug-free awareness program to inform employees about the following as noted:
 - (i) The dangers of drug abuse in the workplace (please see identify where the employees may obtain this information);

- (ii) The Company's policy of maintaining a drug-free workplace as set forth in this Policy;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs (please see identify where the employees may obtain this information); and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations as set forth in this Policy.
- (c) The Company provides each of its employees a copy of this policy.
 - (d) The Company requires any employee who is convicted, pleads guilty or enters a plea of nolo contendere for any drug-related crime occurring in or connected with the workplace to report that fact to his/her supervisor within five days after such conviction or other action.
 - (e) The Company, within 10 days of receiving such notice from an employee or otherwise receiving actual notice of such conviction, shall provide such notice to any federal agency with which it has contracted when the reporting employee is directly performing work on the contract with that agency.
 - (f) The Company, within 30 days of receiving such notice from an employee, shall either require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program or shall take appropriate disciplinary action against the employee, up to and including discharge.
 - (g) The Company, upon receiving such notice from an employee, shall continue to make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy.

FAILURE TO COMPLY

All job applicants who receive a conditional offer of employment and all employees are responsible for reading and understanding this policy. Employees are also responsible for directing questions about this policy or its administration to their supervisor or Human Resources.

Failure to comply with any part of this Policy may result in a withdrawal of any conditional job offer for job applicants, and in discipline up to and including unpaid suspension and/or immediate termination for employees.

TESTING

To effectuate this Policy, the Company may test job applicants and employees for drugs and/or alcohol under the circumstances outlined below:

Pre-Employment/Applicant Testing

All job applicants who are conditionally offered employment will be required to pass a drug test.

Employee Testing

The Company may test employees for drugs and/or alcohol under the following circumstances:

1. Reasonable Suspicion Testing: Employees may be asked to submit to a drug and alcohol test if an employee's supervisor or other person in authority has a reasonable suspicion, based on objective factors such as the employee's appearance, speech, behavior, or other conduct and facts, that the employee: (1) has violated the Company's policy on drugs and/or alcohol; or (2) is under the influence of unlawful drugs and/or alcohol.
2. Post-Incident Testing: Employees involved in any work-related accident or incident involving the violation of any safety or security procedures may be required to submit to drug and alcohol testing. This applies even if the incident did not result in injury to any person or any property damage.
3. Treatment Program Testing: An employee will be required to undergo drug and/or alcohol testing if the employee has been referred by a Substance Abuse Professional (SAP) for chemical dependency treatment or evaluation. Frequency of testing will be based on the recommendation of the SAP.
4. Random Selection Basis: Employees in "safety sensitive" positions will be required to undergo drug and/or alcohol testing on a random selection basis, unless such testing is prohibited by applicable law.

TESTING PROTOCOL

Testing Laboratory. The Company will contract with a laboratory statutorily authorized to perform the drug and/or alcohol testing in accordance with applicable state law.

Consent. The individual to be tested will be issued a form on which to acknowledge that he/she has seen the Company's drug and alcohol testing policy and to consent to the testing.

Refusal to Participate. Any individual may refuse to undergo the required drug and/or alcohol test. However, the Company will withdraw the conditional job offer of any job applicant refusing to undergo testing and that individual will not be hired. Employees who refuse to be tested will be disciplined up to and including termination. The termination will be considered a voluntary quit.

Testing Procedures. All test samples will be subject to an initial screening test ("initial test"). Samples that test positive for drugs and/or alcohol on the initial test will be subject to a "confirmatory test." Positive initial test results will not be reported to the employer until they have been verified by a confirmatory test. No employment decisions will be based on

unconfirmed initial test results. Testing will involve the split specimen technique, under which the sample provided by the employee is divided into two containers labeled as primary and split samples.

Notice of Test Result and Right to Request Copy. Within three (3) working days after the Company receives the test result report, the Company will notify the tested individual in writing of the result. The tested individual has a right to request a copy of the test result.

1. Negative Test Result. Individuals who test negative (pass) will be notified in writing.
2. Positive Test Result. Individuals who test positive (fail) will be notified in writing, and
 - (a) Will be issued a form on which the individual (i) will be notified of the right to explain the positive test, (ii) may voluntarily disclose any over-the-counter or prescription medication that the individual is currently taking or has recently taken, (iii) may present verification of enrollment in a medical marijuana patient registry pursuant to Minn. Stat. Section 152.32, subd. 3(d), and (iv) may provide any other information relevant to the reliability of, or explanation for, a positive confirmatory test result; and
 - (b) May submit information to the Company, in addition to any information already submitted under the paragraph above, to explain the positive confirmatory test result, provided that any and all information must be received by the Company within three (3) working days of the day the individual received notice of the positive confirmatory test result; and
 - (c) Within five (5) working days after notice of a positive result on a confirmatory test, the individual may request a confirmatory retest of the split sample at the individual's own expense at a laboratory of the individual's own choosing so long as the laboratory is statutorily authorized to conduct job applicant/employee drug and/or alcohol tests, as applicable, pursuant to applicable state law. The individual's request must be in writing. If the confirmatory retest is negative, no adverse employment action will be taken.

Consequences of Positive Test Results (Failed Tests)

1. Applicants. If the applicant tests positive on a confirmatory test for drugs and that positive result has been verified by a confirmatory retest, or has not been challenged, the Company will withdraw the conditional job offer and the applicant will not be hired. If a confirmatory retest is requested and the test does not verify the positive confirmatory test result, no adverse action will be taken.
2. Employees.
 - (a) First Failed Test. The first time an employee has produced a confirmed positive alcohol or drug test that has been verified by a confirmatory retest, or has not been challenged:
 - (i) The Employee will be given the opportunity to participate in an alcohol or drug counseling or rehabilitation program ("treatment program") at

the employee's own expense or through the Company's benefit plan. The type of treatment program in which the employee participates will be determined by the Company after consultation with a SAP, that is, a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency.

NOTE: All employees referred for treatment or evaluation will be required to sign a Rehabilitation Agreement (Appendix J).

- (ii) If the employee refuses to participate in the treatment program or does not successfully complete the program, as evidenced by his/her withdrawal from the program before its completion or by a positive test result on a confirmatory test (or retest) during or after completion of the program, he or she will be considered to have voluntarily quit.
 - (iii) The employee will be subject to discipline including unpaid suspension.
- (b) Second Failed Test. The second time an employee has produced a confirmed positive alcohol or drug test that has been verified by a confirmatory retest, or has not been challenged, he or she will be subject to discipline up to and including termination.
- (c) Discipline Pending Testing Outcome. The Company reserves the right to temporarily suspend the tested employee without pay pending the outcome of the confirmatory test and confirmatory retest (if a confirmatory retest is requested by the employee), while the employee is arranging for enrollment in a treatment program, and during the treatment program whenever the Company believes suspension of the employee is reasonably necessary to protect the health or safety of the employee, co-employees, or the public. An employee who has been suspended without pay will be reinstated with backpay if the outcome of the confirmatory test or confirmatory retest, if requested, is negative.

Testing Costs

The Company will pay all costs of drug and/or alcohol testing with the exception of the cost of any confirmatory retest requested by an employee or job applicant, the cost of which must be paid by the individual requesting the test.

Confidentiality

Test results and other information acquired in the drug and/or alcohol testing process, will be treated as confidential information, except that, with the written consent of the tested individual, the information may be disclosed to another employer or to a third-party individual, government agency, or private organization.

Evidence of a positive test result on a confirmatory test may, however, be used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing (as provided under applicable law), or a judicial proceeding, provided the

information is relevant to the hearing or proceeding. Evidence of a positive test result on a confirmatory test may also be disclosed to any federal agency or other unit of the United States government as required under federal law, regulation, or order, or in accordance with compliance requirements of a federal government contract and may also be disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

The Company will provide employees access to information in the employee's file relating to positive test result reports and other information acquired in the drug and/or alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

APPENDICES

- A. Applicant or Employee Acknowledgement of Notice Form
- B. Applicant or Employee Consent and Release Form
- C. Authorization for Use and Disclosure of Drug and Alcohol Testing Information
- D. Refusal to Submit to Drug and/or Alcohol Test
- E. Negative Test Result
- F. Positive Confirmatory Test Result
- G. Positive Confirmatory Retest Result
- H. Negative Confirmatory Retest Result
- I. Rehabilitation Agreement

Appendix A

APPLICANT OR EMPLOYEE ACKNOWLEDGEMENT OF NOTICE FORM

I hereby acknowledge and understand that Opp Construction (“the Company”) has adopted a Drug and Alcohol Testing Policy (“the Policy”) dated January 1, 2022.

I acknowledge that I have received a copy of the Policy and have read and understand the Policy. I understand that failure to comply with any part of the Policy may result in the withdrawal of my conditional job offer, if I am a job applicant, and in discipline up to and including termination, if I am an employee.

I further acknowledge and understand that, at the time drug and/or alcohol testing is performed, the Company will require that I sign a consent and release form and that I may be required to sign a consent and release of information form at the medical facility where I provide the blood, urine or other specimen for the drug and/or alcohol test.

Date _____

Employee/Applicant Signature

Employee/Applicant Name – Please Print

(PLEASE SIGN AND PROMPTLY RETURN THIS FORM TO HUMAN RESOURCES)

Appendix B

APPLICANT OR EMPLOYEE CONSENT AND RELEASE FORM

I hereby acknowledge and understand that Opp Construction (“the Company”) has adopted a Drug and Alcohol Testing Policy (“the Policy”) dated April 1, 2021.

I hereby voluntarily consent to undergo drug and/or alcohol testing pursuant to the Company’s Policy.

By signing the attached “Authorization for Use and Disclosure of Drug and Alcohol Testing Information,” form, I voluntarily consent to communication of test results and test-related information (a) by the laboratory, its agents, representatives and employees to the Company, and/or a Medical Review Officer (“MRO”) who is not an employee of the laboratory or the Company, and (b) by the MRO to the Company.

I understand that a positive test result may result in the withdrawal of any conditional job offer made to me, if I am a job applicant, and in discipline up to and including termination, if I am an employee.

I understand that the collection site and testing laboratory will take reasonable precautions which, in their estimation, will help ensure accurate test results.

I understand further that there is a possibility that a false positive may result. I hereby waive any and all claims and damages, and release and discharge the Company and testing laboratory, and their respective employees and agents, from any and all claims and damages resulting from a false positive test result.

I further understand that, in the event my test results are positive, I have the right to request, in writing, a confirmatory retest of the original sample, at my expense, at a testing laboratory of my choosing so long as the laboratory is statutorily authorized to conduct employee drug and alcohol tests in accordance with Minnesota law, provided that I make my request in writing to the Company within five (5) working days of my notification of the positive test result.

I also understand that, in the event my test results are positive, the Company will provide me written notice of my right to (i) explain the positive test, (ii) voluntarily disclose any over-the-counter or prescription medication that I am currently taking or have recently taken, and (iii) provide any other information relevant to the reliability of, or explanation for, a positive test result. I also understand that I may submit information to the Company, in addition to any information already submitted to explain the positive test result, provided that the information is received by the Company within three (3) working days of the day I received notice of the positive confirmatory test result.

Date

Employee/Applicant Signature

Employee/Applicant Name – Please Print

Appendix C

**AUTHORIZATION FOR USE AND DISCLOSURE
OF DRUG AND ALCOHOL TESTING INFORMATION**

Employee Name: _____

Employee's Date of Birth: _____

By my signature below, I authorize the drug and alcohol testing laboratory and the medical review officer (MRO) to use or disclose (in writing and/or through oral discussion) all of the following medical information: drug and alcohol testing results plus all related information. The information described above may be disclosed to Opp Construction ("the Company") and its authorized agents or representatives,

I am making this disclosure request for the purpose of allowing my employer to review issues related to my application for employment and/or employment with the Company.

I understand that the drug and alcohol testing laboratory and MRO may not condition treatment, payment, enrollment or eligibility for benefits on whether I sign this authorization form.

I understand that I may revoke this authorization by sending a written request for revocation to the drug and alcohol testing laboratory and MRO. If I revoke this authorization, the drug and alcohol testing laboratory and MRO will no longer disclose my testing information for the reasons covered by this authorization, except to the extent it has already relied upon this authorization. I understand that when the drug and alcohol testing laboratory and MRO discloses information pursuant to this authorization, the information may no longer be protected by federal or state privacy rules and may be subject to re-disclosure by the recipient of the information.

This authorization shall automatically expire one year following the date of my signature without any expressed revocation.

I understand and agree to the terms of this authorization:

Employee/Applicant Signature

Date

Appendix E

OPP CONSTRUCTION

REFUSAL TO SUBMIT TO DRUG AND/OR ALCOHOL TEST

Check as appropriate:

_____ I hereby refuse to undergo drug testing.

_____ **For Employees:** If alcohol testing was requested, I hereby refuse to undergo alcohol testing.

I understand that refusal to submit to a requested test may result in any offer of employment being withdrawn, if I am a job applicant, and may result in discipline, up to and including termination of my employment, if I am an employee.

Date

Employee/Applicant Signature

Employee/Applicant Name – Please Print

Appendix F

**OPP CONSTRUCTION
NEGATIVE TEST RESULT**

Job Applicant/Employee Name: _____

Date Original Test Sample Provided : _____

Check One:

_____ Your drug test result was negative.

_____ No drug test was requested.

For Employees:

Check One:

_____ Your alcohol test result was negative.

_____ No alcohol test was requested.

A copy of the test report(s) is/are available upon request from Human Resources.

The undersigned Company Representative sent or gave a copy of this document to the job applicant/employee on the date indicated below.

Company Representative

DATE

*THIS TEST RESULT REPORT IS NOT INTENDED AS AN OFFER AND DOES NOT CONSTITUTE A CONTRACT BETWEEN THE COMPANY AND THE APPLICANT OR EMPLOYEE.

Appendix G

OPP CONSTRUCTION

POSITIVE CONFIRMATORY TEST RESULT

Job Applicant/Employee Name: _____

Date Original Test Sample Provided: _____

Check One:

_____ Your confirmatory drug test result was positive.

_____ No drug test was requested.

For Employees:

Check One:

_____ Your confirmatory alcohol test result was positive.

_____ No alcohol test was requested.

A copy of your test result is available upon request from Human Resources.

You have the right to explain, in the space provided below, the positive test. (If more space is needed, please attach additional sheets to this form.) In addition, you may voluntarily disclose any over-the-counter or prescription medication that you currently are taking or have recently taken and any other information relevant to the reliability of, or explanation for, a positive test result. If none, please write "none":

If you identified any information above, the Company will forward a copy of this form to the testing facility and/or medical review officer (MRO).

You may submit information to the Company, in addition to any information already submitted above, to explain the positive test result, provided that any and all information is received by the Company within the next three (3) working days.

You may request in writing a confirmatory retest of the original sample, at your own expense, at a testing laboratory that is statutorily authorized to perform drug test analyses, provided this request is in writing and received by the Company within the next five (5) working days. If this requested confirmatory retest does not confirm the original confirmed positive test result, no adverse personnel action will be taken against you and, if you are an

employee and have been suspended without pay pending final test results, you will be reinstated with back pay.

IF YOU ARE AN APPLICANT:

If you do not wish a confirmatory retest, the job offer is withdrawn. If the confirmatory retest is positive, the job offer will be withdrawn.

IF YOU ARE AN EMPLOYEE:

If this is your first confirmed positive test result, you may not be discharged unless you either (a) refuse to participate in a drug and/or alcohol treatment program specified by the Company, or (b) fail to successfully complete the treatment program, as evidenced by withdrawal before completion or by a positive test result on a confirmatory test during or after completion of the program.

If this was your second confirmed positive test result, you will be discharged unless the Company (a) receives this completed document, including information to explain the positive test, from you within three (3) working days of the date you receive this document and, following receipt of the completed document from you, the Company determines that termination is not warranted, or (b) receives your written request within five (5) working days of your receipt of this document for a confirmatory retest, at your own expense, of the original sample and the confirmatory retest result is negative.

The undersigned Company Representative sent or gave a copy of this document to the test subject on the date indicated below.

Company Representative

DATE

The undersigned test subject sent or gave this completed document to _____
(Name of Company Representative) on the date indicated below.

Job Applicant/Employee

DATE

The undersigned Company Representative received this completed document on the date indicated below.

Company Representative

DATE

***THIS TEST RESULT REPORT IS NOT INTENDED AS AN OFFER AND DOES NOT CONSTITUTE A CONTRACT BETWEEN THE COMPANY AND THE APPLICANT OR EMPLOYEE.**

OPP CONSTRUCTION

POSITIVE CONFIRMATORY RETEST RESULT

Job Applicant/Employee Name: _____

Date Original Test Sample Provided : _____

Check One:

_____ Your confirmatory drug retest result was positive.

_____ No confirmatory drug retest was requested.

For Employees:

Check One:

_____ Your confirmatory alcohol retest result was positive.

_____ No confirmatory alcohol retest was requested.

IF YOU ARE AN APPLICANT:

The job offer is withdrawn.

IF YOU ARE AN EMPLOYEE:

If this is your first confirmed positive retest result, you may not be discharged unless you either (1) refuse to participate in an alcohol and/or drug treatment program specified by the Company, or (2) fail to successfully complete the treatment program, as evidenced by withdrawal before completion or a positive retest result during the treatment program.

If this was your second confirmed positive retest result, you will be discharged effective _____.

A copy of the test report(s) is/are available upon request from Human Resources.

The undersigned Company Representative sent or gave a copy of this document to the job applicant/employee on the date indicated below.

Company Representative

DATE

***THIS TEST RESULT REPORT IS NOT INTENDED AS AN OFFER AND DOES NOT CONSTITUTE A CONTRACT BETWEEN THE COMPANY AND THE APPLICANT OR EMPLOYEE.**

OPP CONSTRUCTION
NEGATIVE CONFIRMATORY RETEST RESULT

Job Applicant/Employee Name: _____

Date Original Test Sample Provided : _____

Check One:

_____ Your confirmatory drug retest result was negative.

_____ No confirmatory drug retest was requested.

For Employees:

Check One:

_____ Your confirmatory alcohol retest result was negative.

_____ No confirmatory alcohol retest was requested.

No adverse personnel action based on the original confirmatory test result will be taken.

A copy of the test report(s) is/are available upon request from Human Resources.

The undersigned Company Representative sent or gave a copy of this document to the job applicant/employee on the date indicated below.

Company Representative

DATE

*THIS TEST RESULT REPORT IS NOT INTENDED AS AN OFFER AND DOES NOT CONSTITUTE A CONTRACT BETWEEN THE COMPANY AND THE APPLICANT OR EMPLOYEE.

REHABILITATION AGREEMENT

Employee Name: _____

On _____ 20__, Opp Construction (the "Company"), in lieu of or in addition to discipline, agreed that I seek counseling and referral to a rehabilitation program for alcohol and /or drug abuse. The following conditions apply to my rehabilitation program:

1. I authorize my treatment provider to submit on a scheduled basis proof of enrollment in a rehabilitation program and proof of attendance to the Company's Director of Human Resources. I understand that my attendance will be monitored closely and the Company may institute disciplinary procedures if I do not regularly attend all sessions.
2. I must be enrolled in a treatment program **within two weeks of signing this agreement**. If I do not enroll it will result in my immediate discharge.
3. I must adhere to all of the requirements of the drug/alcohol treatment program in which I am enrolled.
4. If I am absent from work during the rehabilitation period, the Company will review the reasons for the absence and may require documentation as appropriate. I understand that the Company may terminate me if I am absent as a result of the illegal use of drugs or violation of my treatment program.
5. I will pay for all costs of rehabilitation not covered under the Company's medical benefits plan.
6. Upon completion of the rehabilitation program, I understand that I will be required to supply the Company with a statement from my treatment provider that I have completed the rehabilitation program in a satisfactory manner.
7. During the treatment period and the two (2) year period following completion of the rehabilitation program, I agree to submit to random testing for the illegal use of drugs. I agree to submit to alcohol testing when such testing is job-related and consistent with business necessity. I understand that it is the Company's policy that all employees are prohibited from engaging in the illegal use of drugs at work and that all employees are prohibited from being under the influence of alcohol at work.
8. I must meet all established standards of conduct and job performance. The Company may terminate me if my on the job conduct or job performance is unsatisfactory.
9. I understand that failure to comply with all of the above conditions may result in discipline up to and including unpaid suspension and/or immediate termination.

I hereby agree to all of the above conditions and authorize my treatment provider to provide the Company with proof of my enrollment and attendance at the recommended rehabilitation program. This agreement does not alter my employment status nor create a binding employment contract or modify any existing contract.

Date

Employee Signature

Date

Company Representative Signature

Company Representative Name