

## **INTERIM COMPENSATION SOURCE, INC.**

### **DRUG AND ALCOHOL POLICY**

Interim Compensation Source, Inc. (Interim) realizes that the misuse of drugs and alcohol impairs employee health and productivity. Drug and alcohol problems result in unsafe working conditions for all employees and customers. Interim is committed to maintaining a productive, safe, and healthy work environment, free of unauthorized drug and alcohol use. Interim has a zero tolerance attitude under this policy, and any temporary employee (TE) in violation of the policy will be subject to immediate dismissal. Any TE involved in the unlawful use, sale, manufacturing, dispensing or possession of controlled substances, illicit drugs and alcohol on either the premises of any Client Company (CC) or Interim premises, or working under the influence of such substances, will be subject to disciplinary action up to and including dismissal and referral for prosecution.

### **DRUG AND ALCOHOL TESTING POLICY:**

#### **Employees Subject to Testing:**

Under the Interim drug and alcohol testing policy, any TE may be subject to drug and/or alcohol testing under the following conditions:

- After enrollment in Interim's payroll as a TE
- If the TE is involved in a workplace accident; or
- If the TE CC supervisor has a reasonable suspicion to believe that the TE may be impaired by drugs and/or alcohol. Reasonable suspicion includes observed drug or alcohol use, evidence of usage, or physical symptoms of impairment due to usage, or report of drug or alcohol use by a reliable or credible source.

#### **Safeguards:**

Interim's policy is intended to comply with all state laws governing drug and alcohol testing and is designed to safeguard TE privacy rights to the fullest extent of the law.

#### **Written Notice and Employee Consent:**

Before being asked to submit to a drug and/or alcohol test, the TE will receive written notice of the request or requirements. Prior to performing drug or alcohol testing on any TE, the TE will be required to sign a form consenting to the testing listed on the form and acknowledging that a confirmed positive test result can result in disciplinary action. Any TE refusal to consent and submit to lawful testing will be considered misconduct and a voluntary resignation by the TE. In addition, refusal to consent to post-accident testing as provided herein may result in the TE forfeiting the right to collect workers' compensation benefits. Prior to testing, the TE will be given the opportunity to inform the health care professional(s) conducting the test, or the laboratory analyzing the sample, of any prescription or over-the-counter medications that have been taken immediately prior to the test. Verification may be required.

TE Initials: \_\_\_\_\_

**Notice of Results:**

If the TE is asked to submit to a drug or alcohol test, Interim will notify the TE of the results within twenty-four (24) hours after it receives them from the laboratory. To preserve the confidentiality Interim strives to maintain, the TE will be notified in person whether the test was negative or confirmed positive and, if confirmed positive, what the next step is.

**Positive Test Results:**

If the TE receives notice that the TE test results were confirmed positive, the TE will be given the opportunity to explain the positive result following the TE receipt of the test result. In addition to any other right specifically provided under applicable law, each TE contesting a confirmed positive result may have another sample tested within one (1) day of being informed of the confirmed positive result. If the TE second test shows any trace amount at all of the substance that the employee initially tested positive for, the TE will be subject to immediate termination.

**Adverse Employment Action:**

If there is reason to suspect that the TE is working while under the influence of an illegal drug or alcohol, the TE will be suspended until the results of a drug and alcohol test are made available to Interim by the testing laboratory. No adverse employment action will be taken until the test results are in.

**Confidentiality:**

Interim will make every effort to keep the results of drug and alcohol tests confidential. Only persons with a need to know the results will have access to them. The TE will be asked for the TE consent before test results are released to anyone else. Be advised, however, that test results may be used in arbitration, administrative hearings and court cases arising as a result of the employee's drug testing. Also, results will be sent to federal agencies as required by federal law. If the TE is to be referred to a treatment facility for evaluation, the TE test results will also be made available to the TE counselor.

**Costs:**

Interim will pay the cost of any drug and alcohol testing that it requires or requests a TE to submit to, including retesting of confirmed positive results.

**Drug and Alcohol Use at Work Prohibited:**

Interim will not tolerate any use of non-prescribed drugs or alcohol during work hours.

**TEMPORARY EMPLOYEE SIGNATURE:**

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