

## DRUG-FREE WORKPLACE AGREEMENT AND CONSENT TO TESTING

I acknowledge that I have read and understand Geil Enterprises, Inc.'s ("the Company") drug-free workplace statement and, as a condition of my employment with the company, I agree to abide by the terms of the Company's drug-free workplace policy.

The Company is committed to maintaining a drug-free workplace that is safe and productive. Employees are required to report to work able to competently and safely perform their job duties. Drug use is extremely harmful to employees' health, interferes with productivity and alertness, and an employee under the influence of drugs is a danger to themselves and to fellow employees. With that in mind, the Company has developed the following drug-free workplace policy:

## **Prohibited Conduct**

- (1) All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing, or using illegal drugs, including marijuana (regardless of prescription), lawful controlled substances which have been illegally or improperly obtained, or other unauthorized, mind-altering, or intoxicating substances while on Company premises or while performing Company business away from the Company's premises.
- (2) All employees are prohibited from having any such illegal or unauthorized controlled substances (including marijuana regardless of prescription) while on Company premises or while performing Company business away from the Company's premises. This prohibition includes employees having excessive amounts of an otherwise lawful controlled substances in their systems.
- (3) All employees are prohibited from distributing, dispensing, possessing, or using alcohol while on Company premises, while performing Company business away from the Company's premises, or while on duty. Although off-duty alcohol use is generally not prohibited by Company policy, it must not interfere with an employees' ability to perform the essential functions of the employee's job.

## **Lawfully Prescribed Drugs**

Company policy does not prohibit the possession and proper use of lawfully prescribed drugs, except the Company does prohibit the possession and use of medically prescribed marijuana while on Company premises or while performing Company business away from the Company's premises. The Company also does prohibit the misuse or being under the influence of prescription drug that impairs the employee's ability to safely perform the employee's job duties or affects the safety and well-being of others.

It is the responsibility of each employee to determine with the employee's physician whether a prescribed drug may impair the employee's ability to safely perform the employee's job duties or affects the safety and well-being of others. The Company reserves the right to judge the effect that use of such prescribed drug may have on the employee's job performance and to restrict the employee's work activity or presence at the workplace accordingly. The employee should not identify the medication or the underlying illness to the Company. Various federal, state, and local laws protect the rights of individuals with disabilities and others with regard to the confidentiality of medical information, medical treatment, and the use of prescription drugs and substances taken under medical supervision. Nothing contained in this policy is intended to interfere with individual rights under, or to violate, these laws.

As a further condition of my employment by Geil Enterprises, Inc., I agree that at such time or times during my employment as the Company shall require, I will consent to the following testing:

**Reasonable Suspicion Screening:** The Company reserves the right to refer employees to a Company-approved testing facility for drug or alcohol screening when there is reasonable suspicion the employee is intoxicated or under the influence of drugs during work hours, or violated any of the rules set forth in this policy, in accordance with both federal and state laws. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance, or behavioral changes, or results of drug searches or other detection methods.

**Pre-Employment Screening:** Upon a conditional offer of employment, all prospective employees may be required to submit to a drug test by a Company-approved testing facility at the Company's expense. Refusal to submit to or failure to pass the drug test will result in a withdrawal of the offer of employment. The Company must receive the completed test results prior to the applicant beginning employment. The pre-employment drug test is the last step in the pre-employment process.

**Post-Accident Screening**: The Company reserves the right to refer employees to a Company-approved testing facility for drug or alcohol screening after a work-related accident where there is reasonable suspicion that judgment, coordination, or physical or mental ability may have been impaired by drug or alcohol use.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities, which have been approved by the Department of Health and Human Services (DHHS). The Company will pay for the drug testing costs.

Analytical urine, saliva or breath testing for illegal drugs and alcohol will be conducted. The illegal drugs that will be tested for include, but are not limited to, cocaine, opiates, amphetamines, and phencyclidine (PCP). An employee whose test results are verified negative will be returned to duty. An employee whose test results are verified positive will be considered in violation of this policy, removed from his/her position, and will be subject to disciplinary action in accordance with this policy.

It is a violation of this policy for an employee to refuse to submit to a request for drug testing. Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test. Providing false information in connection with a test or attempting to falsify test results through tampering, contamination, adulteration, or substitution, is a violation of this policy and is grounds for disciplinary action up to and including termination of employment.

THE UNDERSIGNED FURTHER STATES THAT HE OR SHE HAS READ THE FOREGOING AGREEMENT AND CONSENT AND KNOWS THE CONTENTS THEREOF AND SIGNS THE SAME OF HIS OR HER OWN FREE WILL.

Employee Name	
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Employee Signature	