

Welcome!

We would like to take a few minutes of your time to introduce you to some important information concerning your new Employer (our client) and A Plus Benefits.

This information is being provided to you in compliance with Utah Code Ann. § 31A-40-202(3). That statute mandates that A Plus Benefits, Inc. (“A Plus Benefits”) provide to you, notice of the general nature of the co-employment relationship between and among A Plus Benefits, the Employer/Client, and you. Generally speaking, that relationship is one whereby the rights, duties, and obligations of an employer that arise out of an employment relationship have been allocated between A Plus Benefits and the Employer/Client, as “co-employers” of you pursuant to Utah Code Ann. §§ 31A-40-101, *et seq.* (the “PEO Act”). Such allocation has occurred between A Plus Benefits and the Employer/Client in a separate agreement between them that establishes an ongoing relationship between A Plus Benefits and the Employer/Client (the “PEO Agreement”). Pursuant to the PEO Agreement, A Plus undertakes only very limited duties and responsibilities in respect to you (*for virtually all purposes, including federal and state statutory and common law liability, the work site employer alone is your employer*) **Your primary employer is your work site employer, our client. A Plus Benefits will always be viewed and considered as the secondary employer.**

**Importantly, A Plus Benefits’ obligations and duties to you, the Employee, are limited to those expressly set forth in the PEO Service Agreement and as may be found in the PEO Act. Nothing contained in the PEO Service Agreement or PEO Act creates any new or additional enforceable rights by you, the Employee, against A Plus Benefits not specifically allocated to A Plus Benefits in the PEO Service Agreement or the PEO Act.** The Employer/Client alone may exercise all rights and the Employer/Client alone is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship that are not allocated to A Plus Benefits in the PEO Service Agreement or the PEO Act.

Please contact your Work Site Employer should you have any additional questions or concerns about this relationship.

This policy guide is provided to you so you will be made aware of some of the basic things your Work Site Employer expects of you during the employment relationship. Your Work Site Employer may have a more comprehensive policy guide.

All employment is based on the principle of At-Will-Employment. This means that either you or the Employer can terminate the employment relationship at any time without prior notice or without a stated reason. Any employment on terms other than At-Will-Employment must be entered into with a written document that is signed by the Chief Executive of your Work Site Employer’s organization.

Please complete your “New Employee Paperwork” packet that accompanies this guide. Incomplete or missing paperwork can slow down the process of producing payroll checks.

We hope that your experience will be challenging, enjoyable, and rewarding. Again, welcome!

Sincerely,

A Plus Benefits, Inc. Staff

## INTRODUCTORY STATEMENT

This employee guide is designed to provide you with information about working conditions and some of the policies affecting your employment. You are required to read, understand, and comply with all the provisions of this policy guide, in fact by signing the Policy Guide Acknowledgement form you have promised to read and abide by this policy guide as well as the Alcohol/Drug Safety Policy that is included in this policy guide.

This policy guide describes many of your responsibilities as an employee. One of our objectives is to provide a work environment that is conducive to both personal and professional growth. The work site that has hired you may also have policies that are unique to that environment. You are under the same obligation to understand and follow those policies as well as the ones contained in this policy guide.

This Policy Guide is provided to inform and acquaint employees with policies, procedures, and practices. The Company may change any of its policies, procedures, benefits or other matters described in this Policy Guide or elsewhere with or without notice, at the sole option of the Company, without prior consultation with or agreement by any employee. Neither this Policy Guide, employment with the Company, nor the maintenance of supervisory or other policies or procedures shall be construed as constituting a promise from or contract of any kind with the Company, either express or implied, regarding any of the matters addressed in any such handbooks or policies. ***Although it is intended that the relationship between the Company and its employees will grow and be in the best interests of both the employee and the Company, all employees are employed for an indefinite period in an at-will capacity. This means that both the Company and its employees retain the right to end or terminate the employment relationship at any time, with or without notice, and for any reason or for no reason at all.*** No supervisor, manager, or representative of the Company, other than the President or Chief Executive Officer, has the authority to enter into any contract or agreement with you of any kind, including but not limited to for employment for any specific duration or to make any commitments contrary to the at-will nature of employment. Only a separate, express written agreement signed by the President or Chief Executive Officer of the Company and designated as an employment contract may create any such contract and change the at-will nature of the employment relationship.

## **Nature of Employment**

**Employment is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, the Company may terminate the employment relationship at will, at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.**

Policies set forth in this employee policy guide are not intended to create a contract for employment, nor are they to be construed to constitute contractual obligations of any kind between the Company and any of its employees. The provisions of the employee policy guide have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or canceled at any time, at the sole discretion of the Company.

## **Employee Relations**

The Company believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions and compensation, they are strongly encouraged to voice these concerns openly, directly and with respect to their supervisor(s).

Our experience has shown that when employees deal openly, directly, and with respect with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that the Company amply demonstrates its commitment to employees by responding effectively to employee concerns.

## **Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions will be based on merit, qualifications, and abilities. The Company does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

Reasonable accommodations are made (when required) for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employee with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, the HR Department, or an Officer of the Company. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

## **Business Ethics and Conduct**

The successful business operation and reputation of a company is built upon the principles of fair dealing and ethical conduct of employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

Continued success is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to the Company, its customers, and shareholders to act in a way that will merit the continued trust and confidence of the public.

The Company will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter

should be discussed openly with your immediate supervisor and, if necessary, with the Chief Executive Officer for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment. Supervisors, forepersons, managers, etc., must understand that the Company will **not** be responsible for legal costs incurred in defending their actions.

## **Immigration Law Compliance**

The Company is committed to employing only United States citizens and Aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within 3 days of the beginning of employment. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Company within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Office. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## **Sexual and Other Unlawful Harassment, Hostile Work Environment**

### **ZERO-TOLERANCE FOR HARASSMENT**

A policy of "zero-tolerance" with respect to unlawful employee harassment has been adopted. In this connection, The Company expressly prohibits any form of unlawful employee harassment based on race, color, religion, sex, national origin, age, disability, or status in any group protected by state or local law. Improper interference with the ability of the Company's employees to perform their expected job duties is not tolerated.

**Types of harassment**— Sexual harassment constitutes a form of sexual discrimination under Title VII of the Civil Rights Act of 1964. As was stated above, the EEOC and the federal courts have recognized two distinct types of sexual harassment: "quid pro quo" and "hostile environment" harassment.

- **"Quid pro quo" harassment** occurs when an aspect of a person's job is conditioned on his or her accepting the sexual advances or conduct of another worker (usually a manager or supervisor).
- **"Hostile environment" harassment** occurs when an employee is subjected to a pattern of unwelcome, sexually, racial, religious, etc. related conduct in the workplace that creates a hostile, intimidating, or offensive work environment. It should be noted, however, that sexually harassing conduct need not be of a specifically sexual nature, it need only be gender-based.

With respect to sexual harassment, the Company prohibits the following:

1. Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
  - Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
  - Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
  - Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

2. Offensive comments, jokes, innuendoes, and other sexually oriented statements.

Examples of the types of unwelcome conduct expressly prohibited by this policy include, but are not limited to, the following:

- Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against another's body.
- Sexually suggestive touching.
- Grabbing, groping, kissing, fondling.
- Violating someone's "personal space."
- Whistling (lewd, sexual in nature).
- Lewd, off-color, sexually oriented comments or jokes.
- Foul or obscene language.
- Leering, staring, stalking.
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons.
- Unwanted or offensive letters or poems.
- Sitting or gesturing sexually.
- Offensive E-mail or voice-mail messages.
- Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies, or prowess.
- Questions about one's sex life or experiences.
- Repeated requests for dates.
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided.
- Sexual assault or rape.
- Any other conduct or behavior deemed inappropriate by the Company.

The Company is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated. As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

Any employee who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to his or her supervisor. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee should immediately contact any other member of management or the Vice Pres of Human Resources at A Plus Benefits (801-443-1090 or 800-748-5102). Employees can raise concerns and make reports without fear of reprisal.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment should promptly advise the Vice Pres of Human Resources or any member of on site management who will handle the matter in a timely and confidential manner.

Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

The Company prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation. However, if, after investigating any complaint of harassment or unlawful discrimination, the Company determines that the complaint is not bona fide and was not made in good faith or that the employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or gave false information.

## **Employment Categories**

It is the intent of the Company to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified

period of time. **Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and the Company.**

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NONEXEMPT classification should be changed only upon written notification by management.

In addition to the above categories, each employee will belong to one other employment category.

REGULAR FULL-TIME employees are those who are not in a temporary or introductory status and who are regularly scheduled to work a regular full-time schedule of the Company. Generally, they are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 30 hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they may be ineligible for other benefit programs.

INTRODUCTORY employees are those who are generally in the initial 90 days of employment and whose performance is being evaluated to determine whether their employment status will be designated as full-time or part-time regular at the end of the introductory period. Employees who satisfactorily complete the introductory period will be notified of their new employment classification.

TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all other benefit programs.

SEASONAL employees are those who are hired on a seasonal basis. Employment assignments in this category are of a limited duration. Employment beyond any initially stated periods does not in any way imply a change in employment status. Season employees retain that status unless and until notified of the change. While seasonal employees receive all legally mandated benefits (such as worker's compensation insurance and social security), they are ineligible for other benefit programs.

#### Safe Harbor Statement for FLSA Compliance

Generally, employees who are in the exempt category cannot have their pay reduced when the employee works less than the normal work week. However, the Department of Labor has made some exceptions to this rule, for example; absence from work for one or more full days for personal reason, other than sickness or disability; absence from work for one or more full days due to sickness or disability if the deductions are made under a bona fide plan, policy or practice of providing wage replacement benefits for these types of absences; to offset any amounts received as payment for jury fees, witness fees, or military pay; penalties imposed in good faith for violating safety rules of "major significance"; unpaid disciplinary suspension of one or more full days imposed in good faith for violations of workplace conduct rules; proportionate part of an employee's full salary may be paid for time actually worked in first and last weeks of employment; and unpaid leave taken pursuant to the Family and Medical Leave Act.

The Company intends to never take an improper deduction from an exempt employee's pay. If an exempt employee believes that the company has taken an improper deduction from any paycheck, the employee should notify the employee's immediate supervisor in order to have the company notified that the employee believes an error has been made and why. After determining why the deduction has been made and supplying the employee with the documentation to support the reason behind the deduction, the deduction will either be affirmed or reversed. If the company has made an error the employee will be repaid the deduction within 48 hours.

If the employee continues to believe that an improper deduction has been taken, the employee should appeal the initial decision to affirm the deduction, in writing, to the chief executive officer of the Company. The chief executive officer will render the final decision to the employee within 72 hours of the appeals receipt. If the chief executive officer finds in favor of the employee a repayment of the deduction will be made within 48 hours.

## **Introductory Period**

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Company uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee, or the Company may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees work on an introductory basis for the first **90 calendar days** after their date of hire. Employees who are promoted or transferred must complete a secondary introductory period of the same length with each reassignment to a new position. Any significant absence will automatically extend an introductory period by the length of the absence. If the Company determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

In cases of promotions or transfers, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary introductory period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the needs of the Company.

Upon satisfactory completion of the initial introductory period, employees enter the "Regular" employment classification.

During the initial introductory period, new employees are eligible for those benefits that are required by law, such as Workers' Compensation Insurance and Social Security. After becoming Regular employees, they may be eligible for other benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

Benefits eligibility and employment status are not changed during the secondary introductory period that results from a promotion or transfer within the Company.

## **Personnel Data Changes**

It is the responsibility of each employee to promptly notify the Company of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed contact the Payroll Department at A Plus Benefits.

## **Work Schedules**

Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

## **Meal Periods**

Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

## **Timekeeping**

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the Company to keep accurate records of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending of each meal period. They should also record the beginning and ending of any split shift or departure from work for personal reasons. **Overtime work must always be approved before it is performed.**

Altering, falsifying, tampering with time records, or recording time on another employee's time record is dishonest and may result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to sign their time records to certify the accuracy of all time recorded. The supervisor will review and then initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

Timecards must be signed and turned in at the end of each pay period.

## **Overtime**

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled and required to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. **All overtime work must receive the supervisor's prior authorization.** Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Paid time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Failure or refusal to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

## **Paydays**

Your supervisor will give you information concerning pay day. Each check will include earnings for all work performed through the end of the previous payroll period.

Employees may have their pay directly deposited into their bank accounts if they provide advance written authorization to the payroll department (A Plus Benefits). Employees will receive an itemized statement of wages when using direct deposit.

## **Pay Advances**

Generally, pay advances are not allowed, however, in the event of a personal emergency, employees may submit a written request for a pay advance to their supervisor or manager, indicating the nature of the emergency involved. The supervisor or manager will evaluate the request and determine whether an advance of pay can be granted. Any outstanding amounts owed due to payroll advances will be deducted from an employee's final check.

## **Pay Deductions and Setoffs**

The law requires that the Company make certain deductions from every employee's compensation. Among these are applicable federal and state income taxes. The Company also must deduct Social Security taxes (FICA and Medicare) on each employee's earnings.

The Company offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

Pay setoffs are pay deductions taken by the Company, usually to help pay off a debt or obligation to the Company or others.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, the Payroll Department can assist in having your questions answered.

## **Employee Conduct and Work Rules**

To ensure orderly operations and provide the best possible work environment, the Company expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment after the first incident, the following list is not all inclusive.

- Theft or inappropriate removal or possession of Company or co-worker property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or controlled/illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct, profane language to supervisors and co-workers

Insubordination can be divided into two categories: unwillingness to carry out a directive from a manager or supervisor and disrespectful behavior toward a manager or supervisor.

Unwillingness to carry out a directive from a manager or supervisor can manifest itself as a verbal refusal, a nonverbal refusal or an unreasonable delay in completing work or responding to a directive. Disrespectful behavior toward a manager or supervisor can include cursing at a supervisor, verbally or physically intimidating a manager or supervisor, or speaking loudly or argumentatively to or about a supervisor.

- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from work station (site) during the workday
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- Accessing pornographic sites via the internet, downloading any material to a company computer that is deemed to be pornographic or sexually inappropriate, using a company computer for purposes of

conducting sexually oriented on-line conversations. Any inappropriate use of a company computer at any time.

- Unsatisfactory performance or conduct

**Employment with the Company is at the mutual consent of the Company and the employee, and any party may terminate that relationship at any time, with or without cause, and with or without advance notice.**

## **Drug and Alcohol Use**

It is the desire of the Company to provide a drug free, healthful, and safe workplace. To promote this goal, employees are required to report to work in an appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on the Company premises and while conducting business-related activities off the Company premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescription drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger you or other employees or other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment. Such violations may also have legal consequences.

To inform employee about important provisions of this policy, the Company has established a drug and alcohol safety policy, found in the next section of this booklet. It is your responsibility to become familiar with this policy.

Employees with questions on this policy or issues related to drug and alcohol use in the workplace should raise their concerns with their supervisor or the VP of Human Resources without fear of reprisal.

## **Problem Resolution**

The Company is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from Company supervisors and management.

The Company strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the Company in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

1. Employee presents the problem to immediate supervisor after incident occurs. If supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to any other member of management.
2. Supervisor responds to problem during discussion or after consulting with appropriate management, when necessary. Supervisor documents discussion.
3. Employee presents problem to Chief Executive Officer if problem is unresolved.

4. CEO reviews and considers problem. CEO informs employee of decision and forwards copy of written response to Vice President of Human Resources for the employee's file. The CEO has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone's job security.

### **Security Inspections**

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the Company prohibits the possession, transfer, sale, or use of such materials on its premises. The Company requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of the Company. Accordingly, they, as well as any articles found with them, can be inspected by any authorized agent or representative of the Company at any time, either with or without prior notice.

The Company likewise wishes to discourage theft or unauthorized possession of the property of employees, the Company, visitors, and customers. To facilitate enforcement of this policy, the Company or its representative may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the Company's premises. Employees should have no expectation of privacy (phones, computers, desks, etc).

### **Family Leave (FMLA)**

Family leaves of absence are provided without pay to eligible employees for time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. An employee also entitled to take qualified leave in the event the employee qualifies for leave for a military exigency. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

Employees in the following employment classification(s) are eligible to request family leave as described in this policy:

- Who have completed 1 full year of service and a minimum of 1250 hours
- Are employed by an organization that has 50 employees within 75 miles of the worksite

Your work site employer is your Primary Employer, A Plus Benefits is your Secondary Employer.

Eligible employees should make requests for family leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

Employees requesting family leave related to the serious health condition of a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for a family leave to provide care, its beginning and expected ending dates, and the estimated time required.

Eligible employees are entitled to up to a maximum of 12 weeks of unpaid family leave within a 12 month period, this period of time begins when the employee first begins leave under FMLA. Any combination of family leave and medical leave may not exceed this maximum limit. Employees will be required to first use any accrued paid leave time before taking unpaid family and medical leave. Married employee couples may be restricted to a combined total of 12 weeks leave within any 12 month period for childbirth, adoption, or placement of a foster child; or to care for a parent with a serious health condition.

Eligible employees are also entitled to up to 26 weeks of unpaid leave because of a qualifying exigency arising out of the fact that an employee, or an employee's spouse, son, daughter, or parent is on active duty or call to active duty status in support of a contingency operation as a member of the U.S. Military or, because the employee is a spouse, son, daughter, or parent, or next of kin of a covered service member with a serious injury or illness.

Subject to terms, conditions, and limitations of the applicable plans, the Company will continue to provide health insurance benefits for the full period of the approved family leave on the same terms as before the leave.

Benefits accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on family leave is requested to provide the Company with at least two days' advance notice of the date the employee intends to return to work. When a qualified family leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, the Company will assume that the employee has resigned.

The 12 month period for leave will commence on the first day that FMLA leave is taken or designated.

For a copy of the comprehensive FMLA Policy please click on the "Document Center" at [www.aplusbenefits.com](http://www.aplusbenefits.com)

## **Safety**

To assist in providing a safe and healthful work environment for employees, customers, and visitors, a workplace safety program has been established. This program is a top priority. Its success depends on the alertness and personal commitment of all.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe conditions to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures. Failure to report accidents immediately could result in a disqualification if claims.

## **Smoking**

Workplaces must comply with the Utah Clean Air Act and/or other federal and state laws and regulations concerning smoking in public and private businesses. Employees must not smoke in any area that is not specifically designated as a smoking area. Never smoke in a client or customer's vehicle, home, or business.

## **Workplace Violence Prevention**

The Company is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, the Company has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or in its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to

others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the Company without prior authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work station, do not try to intercede or see what is happening.

The Company will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as practical. In order to maintain workplace safety and the integrity of an investigation, an employee may be suspended, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

The Company encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or the President before the situation escalates into potential violence.

The Company is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

## **Expectations of Privacy**

Employees should have no expectation of privacy. Telephones, computers, e-mail systems, voice mail systems, lockers, desks, etc., remain the property of the Company. From time to time it may be deemed appropriate to monitor or search these systems and property.

The company reserves the right to inspect packages, brief cases, backpacks, purses, etc. of any employee or visitor on the company premises.

Employees should not assume any rights to privacy if employee locks or other security devices owned by the employee are attached to company property. (*See Security Inspections on page 11*)

## **Work-Related Injury/Illness Procedures**

### **Reporting**

Every employee who sustains a work-related injury or illness must inform his or her supervisor immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. **For clients that are part of A Plus' group workers' compensation program**, all work-related injuries must be reported to A Plus Benefits within 24 hours. A Plus Benefits can be notified by either completing a *Supervisor's Incident Report* and faxing it to (801-841-3538) by emailing to **rontiveros@aplusbenefits.com** or by phoning in the injury information to 801-443-1338 or toll free at 1-800-748-5102. If you choose to phone in your injury information, please be prepared to answer all of the questions contained on the *Supervisor's Incident Report*. A *Supervisor's Incident Report* can be obtained from your immediate supervisor. Delay or failure to report an accident or injury could result in benefits being denied by the workers' compensation insurance carrier.

### **Medical Treatment Network**

Designated medical facilities must be used for all work-related injuries or illnesses that are not life or limb threatening. Employees who do not seek medical treatment from a designated provider may be required to pay for any charges in excess of the designated provider allowances. A list of approved medical facilities is contained on the back of the *Injury Reporting Policy* cards (**for Utah employees**) enclosed in the new hire orientation packet **or can be accessed online at [www.aplusbenefits.com](http://www.aplusbenefits.com) in the Document Center section for Utah and Idaho employees**. If you have any questions about which designated provider is closest to the area you were injured in, please contact A Plus Benefits at 801-443-1338 or toll free 1-800-748-5102. If your injury is life or limb threatening, report to the nearest emergency facility, or call 911. If the medical provider has any questions on where bills for a work-related injury should be sent, please direct them to send bills to: A Plus Benefits, Inc., Attn: Risk Management Department, P.O. Box 849 Pleasant Grove, UT 84062.

### **Return to Work**

You are required to contact your immediate supervisor with the results from your visit to the designated medical provider. If you are released to modified duty, your work assignment may not be the tasks and duties you normally perform. However, you are required to accept any offer of modified duty that meets the restrictions given by your attending physician. Refusal to report to work for modified duty can result in the termination of workers' compensation benefits and may result in the termination of employment.

### **Fraud**

Workers compensation fraud is a crime punishable by law. A Plus Benefits offers a \$100 reward for information leading to a workers' compensation fraud conviction in a court of law. Please report any workers' compensation fraud by an employee to our claims representatives at 801-443-1338 or 1-800-748-5102.

### **Safety**

To assist in providing a safe work environment for employees, customers, and visitors, a workplace safety program has been established. This program is a top priority. The program's success depends on the alertness and personal commitment of all. Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe conditions to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

**This policy guide produced January 1, 2010 and supersedes prior policy guides generally distributed in the A Plus Benefits, Inc. "new hire orientation package."**

## **ALCOHOL AND DRUG SAFETY POLICY**

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### **PURPOSE**

As a team of employees, we are committed to a safe, drug free, work environment where employees are free from the use of drugs, alcohol, and other job impairing substances.

We have an obligation to our co-workers and those whom we come into contact within our facilities, or on the job site, to ensure a safe and healthy work environment. To meet this obligation and to further our commitment to promote high standards of safety, employee performance, productivity, health and reliability, the company and all employees will act according to the following policy.

### **SCOPE**

This policy covers **all** employees and supersedes any previous policy dealing with drugs and alcohol. In an attempt to provide a safe working environment, the policy places restrictions on working or being on company property, on a job site, or on company business while "under the influence" and/or in the possession of alcohol and drugs. The policy also authorizes drug and alcohol testing, as well as reasonable personal property searches, under a broad range of circumstances. The policy mandates specific levels of cooperation by all employees in the application and enforcement of the policy.

**I. PROHIBITION AGAINST ALCOHOL AND DRUGS :** Employees shall not:

- A. Report to work with **any measurable amount** of a controlled substance or intoxicant in their system.
- B. Use alcohol or illegal drugs on company premises or on company time, including rest and lunch periods.
- C. Possess, distribute, sell, manufacture, transfer, or receive any alcohol, controlled substance (drugs), or any other substances which may impair job performance or pose a hazard to the safety and welfare of the employee or other employees, including drug paraphernalia, on company premises or on company time.
- D. Use medically prescribed drugs, which can impair job performance, without first reporting the drugs to the employee's immediate supervisor and providing proper authorization from a physician to work while using such prescribed drugs.
- E. Abuse prescription or over-the-counter drugs in a manner that could, in the company's sole discretion, be reasonably expected to impair job performance or safety of the employee or other employees.
- F. Note - Some over the counter drugs may also impair job performance, even when taken in accordance with the directions. Please read the directions and cautions carefully. The company may require a physician's written excuse for any employee claiming to need time off because the employee is taking an over-the-counter drug which impairs performance or safety.

**II. DRUG AND ALCOHOL TESTING GUIDELINES**

**A. PERIODIC "AT WILL" TESTING**

The company may require urine and/or blood sample testing (or other common tests) of any employee for alcohol and/or drugs without notice, at any time, during normal working hours.

**B. POTENTIAL (CONDITIONAL) EMPLOYEE TESTING**

All applicants who become potential (conditional) employees, upon accepting an offer of employment;

- 1. Applicants who are interviewed may be advised that any offer of employment will be conditional to submitting to an alcohol and drug test. The test may be administered before the "new employee" reports for work or soon thereafter.

2. In the event any potential employee fails to pass, or refuses to take the drug test, any offer of employment will be withdrawn.
3. The company will arrange for the drug test at no cost to the potential employee.

**C. ANNUAL TESTING**

In the interest of safety, all employees, without prior notice, may be tested at least once each calendar year.

**D. ACCIDENT TESTING**

1. Any employees directly involved in or contributing to an accident involving property damage, or resulting in personal injury may be tested.
2. Any employees directly involved in or contributing to a near-miss incident that a supervisor believes could have resulted in an accident described above, may be tested.

**E. PROBABLE SUSPICION**

Any employee observed to have changes in performance, appearance, behavior, speech, the odor of alcohol, etc., will constitute reasonable suspicion/cause, and will be tested.

1. Probable suspicion testing will be performed, normally, only after the covered employee's appropriate supervisors (minimum of two) have reviewed all information, facts, and circumstances leading to and supporting the apparent reasonable suspicion.
2. The decision to test shall be based on a reasonable and demonstrated belief that the employee is using a prohibited drug, or alcohol, on the basis of specific, current physical behavior, or performance indicators of probable drug or alcohol use.
3. The supervisors shall document all findings in writing which form the basis to warrant testing. The report shall include the appropriate dates and times of the reported incidents, reliable and credible sources of information and the rationale leading to the test.
4. Although reasonable cause testing does not require certainty, mere "empty hunches" are not sufficient to meet this standard. Evidence of repeated errors on the job, regulatory or company violations, unsatisfactory time and attendance patterns, etc., if coupled with a specific immediate event that indicates probable alcohol or drug use, could provide additional cumulative evidence to support a decision to test an employee based on reasonable suspicion.
5. Any employee tested under this portion of the policy will be suspended without pay until the results of the test have been received.
6. If the test is negative, the employee will be fully reinstated.

7. If the test is positive, the guidelines in the policy for positive results will be followed.

**F. IF ANY DRUG OR ALCOHOL TEST IS POSITIVE, THE FOLLOWING PROVISIONS WILL APPLY.**

1. All positive tests will be subjected to a confirmatory test (on the original sample) using a gas chromatography/mass spectrometry (GC/MS) test or a superior or equally reliable test if one becomes reasonably available.
2.
  - a. If the confirmatory test affirms the initial positive test results, the employee will be terminated immediately.
  - b. In the case of an applicant that has been offered a position, a positive test result will render the offer of employment null and void.

**G. SELF DISCLOSURE**

Any employee may self disclose prior to **random** testing. Self disclosure will be effective only when/if the employee signs the self disclosure and last chance forms provided by the company. An employee who self discloses prior to random testing will still be required to take the alcohol/drug test. Regardless of the test results, the employee will be required to:

1. Sign a Last Chance Agreement with the company, at the time of self disclosure. Conditions of the Last Chance Agreement will include, but are not limited to the following:
  - a. Suffer an unpaid suspension of up to 30 calendar days.
  - b. Must be able to pass a drug and alcohol test within 30 working days after the agreement has been signed. A subsequent positive drug screen will result in disciplinary action up to and including termination.
  - c. Periodic drug and alcohol testing, whenever and as often as the company determines will be a permanent condition of continued employment, and;
  - d. Such other conditions as the company may determine appropriate under the circumstances.
  - e. Employees will be allowed to self disclose one time only.
  - f. Self disclosure is not allowed when the testing is due to an accident or near miss accident.

**H. INVALID URINE/BLOOD SAMPLE:**

If a urine/blood sample is determined to be invalid or unreliable by the testing technician, clinic or testing laboratory, the employee will be required to retest and provide a new specimen without notice. Invalid samples may result in termination, see **V. B.**, below.

**I. URINE/BLOOD SAMPLE RE-TESTING:**

The employee or potential employee, at their expense, will be allowed to have an NIDA/SAMSHA licensed testing facility retest the original positive sample submitted to the initial testing facility. If the test proves negative, the original sample will be submitted at company expense, to a third licensed testing facility. The result of the third test will be deemed to be controlling.

**J. REFUSAL TO SUBMIT TO DRUG AND ALCOHOL TESTING:**

Refusal to submit to drug and alcohol testing as and when requested and as authorized by this policy shall be treated as a positive test result for all purposes under this policy.

**III. EFFECTS OF TERMINATION DUE TO POSITIVE DRUG SCREEN**

1. Any such employee will not be eligible for reconsideration of employment for a period of six months.
2. Employee's record will show termination due to violation of the company drug and alcohol safety policy.

**IV. PROPERTY SEARCHES**

- A. The company reserves the right to carry out reasonable inspections and/or searches of all property located on company premises for alcohol, controlled or illegal substances, or any other substances which may impair safe job performance, *based on reasonable suspicion*. If the property to be searched belongs to an employee, the search will normally take place in the presence of the employee as well as at least two management or supervisory personnel. Any search of employee property must normally be based on reasonable suspicion, as determined by the company in its sole discretion.
- B. If controlled or illegal substances are discovered on company property, without the benefit of proper prescription, local law enforcement officials may be notified.

**V. ADDITIONAL PROVISIONS**

- A. Responsibility - It is the responsibility of every employee to:
  1. Read, understand, and abide by all terms of this policy;
  2. Encourage other employees who suffer from substance abuse to seek voluntary assistance;
  3. Report the use, possession, sale, delivery, receiving of, or trafficking in any controlled substance by any employee while on company premises or a job site;
  4. Report any employee who appears or that they know to be impaired while on the company premises, job site, or on company time;
  5. Cooperate fully in any investigation or other action undertaken pursuant to this policy;

6. Failure to comply with the terms of any or all subparagraphs 1 through 6 of this paragraph A may result in disciplinary action up to and including termination.
- B. Any actual, or attempted, tampering or altering of a test sample in any way, of any company drug or alcohol test may result in immediate termination.
- C. Confirmation testing of urine/blood samples will generally be conducted by a laboratory duly certified by NIDA/SAMSHA for such testing, or, non-DOT regulated tests may be done by use of an on site portable and validated testing device. Any positive test result derived from the portable and validated test will be confirmed by use of a NIDA/SAMSHA approved laboratory, post accident test collection will generally be conducted by a clinic or laboratory certified for such testing.
- D. Any employee who is terminated pursuant to the terms of this policy will not be eligible for consideration of re-employment for a period of six months.
- E. Any potential employee, upon acceptance of an employment offer who tests positive, refuses to undergo testing or who tampers with any test will be denied employment.
- F. The provisions of this policy shall not operate to the exclusion of any other company policy. Behavior or actions that constitute violations of other company policies or rules may result in appropriate disciplinary action separate from this policy.
- G. The results and records of alcohol and drug testing will become the sole property of the company.
- H. Any employee terminated pursuant to this policy shall be listed, normally, as having been terminated for "violation of the company drug and alcohol safety policy".
- I. Employees or potential employees are allowed up to one (1) hours to produce a urine sample sufficient for screening, the individual may drink all the water, juice, soda pop, coffee, tea, sport type drink desired prior to the collection of a usable and sufficient sample. The one hour period of time may be allowed at the work site or at an alternate location specified by the tester/collector (in most cases an HR Advisor or another individual designated by the company). At any time the tester/collector may designate that the person being tested must report to the alternate collection site (generally an Industrial Clinic, i.e. WorkCare, WorkMed, or similar facility) for the collection of the required sample. The tester/collector will designate the period of time the employee will be given to report to the alternate facility, this will be based on the distance to the alternate facility, time of day, mode of transportation, etc. The individual being tested will be given a document that specifies the location of the alternate testing facility and the point in time the individual is required to report to the alternate testing facility. The individual being tested will be allowed a period of two (2) hours to produce a usable and sufficient sample beginning at the point in time that the employee was directed to report to the alternate location. Failure to arrive at the alternate location as directed and within the time period allowed is reason for disciplinary action up to and including being discharged.
- J. This policy may be amended by the company from time to time, in the sole discretion of the company, and without prior notice.

K. No part of this policy may be considered an employment contract.

**VI. DEFINITIONS**

For the purpose of this policy, the following terms shall have the definition provided below;

- A. **CONTROLLED SUBSTANCES** are defined as all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, whose sale purchase, transfer, use, or possession is prohibited or controlled by law.
- B. **OVER THE COUNTER DRUGS** are defined as those which are generally available without a prescription from a medical doctor. The definition is limited to those drugs which are capable of impairing the judgment or ability of an employee to safely perform assigned duties.
- C. **MEDICALLY AUTHORIZED (PRESCRIPTION) DRUGS** are defined as those drugs which are issued in the course of medical treatment and have been prescribed and authorized for use by the employee in question by a licensed practitioner, physician, or dentist.

**VII. EMPLOYER'S RIGHT TO AMEND POLICY**

The Company reserves the right to amend this policy without prior notice as necessary to further its' purposes.

**VIII. AT WILL EMPLOYMENT**

No portion of this policy shall be construed to be a contract for employment. Employment remains on an AT WILL BASIS.

**VX. HEMP PRODUCTS**

Any employee who tests positive for THC who subsequently claims to be using hemp products such as hemp oil and other derivatives of hemp shall be deemed positive for the use of a controlled substance based on the results of the testing procedures described in this policy. The use of hemp products will not be an acceptable excuse for being positive for THC.

**Medical Marijuana** – The Company is not required to and will not accept a medical marijuana “prescription” obtained from another state. For example, an employee may not present a Medical Marijuana Use Card obtained from Alaska, California, Colorado, Hawaii, Main, Michigan, Montana, Nevada, New Jersey, New Mexico, Oregon, Rhode Island, Vermont or Washington (or any other state) for the purposes of using marijuana in any state other than the state that has issued the card. For safety purposes, any employee who has been prescribed the use of marijuana by a licensed physician must alert the CEO or chief principal of the Company to the employee’s prescription.

## ADDENDUM A

### *Screen Test (urine sample test)*

<i>Drug Type (this list is not all inclusive)</i>	<i>Cut-Off Limit</i>
Amphetamines (AMP 1000).....	1000 ng/ml
Amphetamines (AMP 300) .....	300 ng/ml
Methamphetamines (mAMP 1000).....	1000 ng/ml
Methamphetamines (mAMP500) .....	500 ng/ml
Barbiturates (Secobarbital, Butalbital, etc).....	300 ng/ml
Benzodiazepines, (Valium, Librium, Oxazepam, etc).....	300 ng/ml
Cannabinoids (Marijuana, THC, Hashish).....	50 ng/ml
Cocaine (cocaine metabolites).....	300 ng/ml
Opiates (Heroin, Morphine, Codeine).....	2000 ng/ml
Oxycodone.....	100 ng/ml
Morphine (MOP 300) .....	300 ng/ml
Phencyclidine (PCP, "Angel Dust").....	25 ng/ml
Propoxyphene (Darvon).....	300 ng/ml
Methadone.....	300 ng/ml
Methaqualone.....	300 ng/ml
Tricyclic Antidepressants (TCA) .....	1,000 ng/ml
Ethyl Alcohol .....	0.020 gm/dl

If any drug is present at or above the "cut-off limit", the test is deemed to be positive. Further, a drug screen is considered positive if a positive result is indicated with any testing/screen tool/device.

## ADDENDUM B

### *Confirmation Test*

For confirmation of all positive screens, a technology called Gas Chromatography/Mass Spectrometry (GS/MS) shall be used.

The cut-off limit for the confirmation of specific drugs in each case is as follows (this list is not all inclusive):

<i>Drug Class</i>	<i>Specific Drugs or Metabolite by GC/MS Confirmation</i>	<i>Cut-off Limit</i>
<b>Amphetamines</b>	Amphetamine	500 ng/ml
	Methamphetamine	500 ng/ml
<b>Barbiturates</b>	Amobarbital	200 ng/ml
	Butobarbital	200 ng/ml
	Butalbital	200 ng/ml
	Phenobarbital	200 ng/ml
	Secobarbital	200 ng/ml
<b>Benzodiazepines</b>	Diazepam	200 ng/ml
	Chloriazepoxide	200 ng/ml

	Chlorazepate	200 ng/ml
	Halazepam	200 ng/ml
	Prazepam	200 ng/ml
	Oxazepam	200 ng/ml
	Flurazepam	200 ng/ml
	Temazepam	200 ng/ml
	Lorazepam	200 ng/ml
<b>Cannabinoids</b>	Delta 9 (Tetrahydrocannabi-nol THC)	15 ng/ml
	11-or-9-carboxy	15 ng/ml
<b>Cocaine</b>	Benzoylcegonine (Cocaine Metabolite)	150 ng/ml
<b>Opiates</b>	Codeine	300 ng/ml
	Morphine	300 ng/ml
<b>Phencyclidine (PCP)</b>	Phencyclidine (PCP)	25 ng/ml
<b>Propoxyphene</b>	Propoxyphene	300 ng/ml
<b>Methadone</b>	Methadone	300 ng/ml
<b>Methaqualone</b>	Methaqualone	300 ng/ml

NIDA/SAMSHA cut-off limits shall be used for any drug(s) not specifically listed above in Addendum A and Addendum B.

If a specific drug is present at or above the NIDA/SAMSHA and GC/MS cut-off level, the GC/MS test shall be considered a positive test confirming the positive screen.

#### ***Screening and Confirmation Test (Alcohol)***

Screening for alcohol shall use one of the following tests, as determined by the Company:

- a.) Urine test by immunoassay and confirmed by Gas Chromatography, or
- b.) Blood test by Gas Chromatography, or
- c.) Non-DOT employees may be tested by use of a Breath Alcohol Test

If testing in urine by Gas Chromatography, a result shall be deemed positive if the alcohol level present is at or exceeds .04 milligrams per deciliter.

If testing in blood by Gas Chromatography, a result shall be deemed positive if the alcohol level present is at or exceeds .04 percent by weight. (Percent by weight of alcohol in the blood shall be based upon grams of alcohol per one hundred centimeters of blood.)

If testing for alcohol content is done with a calibrated breath-a-lizer the cut off limit will be .04

**This policy replaces (supersedes) all other policy publications  
concerning drugs and alcohol as of January 1, 2010**