



DRUG-FREE WORKPLACE POLICY

INTRODUCTION

Niscayah, Inc. values its employees and customers and recognizes the need for a safe, productive and healthy work environment. It is the policy of Niscayah to maintain a workplace free from the abuse of drugs and alcohol. The company requires all employees and applicants to participate in consent and comply with the terms of this Policy as a condition of employment and continued employment.

This Policy covers all U.S. employees of Niscayah. Employees who are assigned to certain Client sites may be held to more stringent drug testing provisions, provided that the testing is in accordance with applicable state and federal law. This Policy, by its terms, also covers applicants insofar as applicants, after a conditional offer of employment has been made, are required to consent to, take and participate in a Post-Offer test.

Applicants, however, are not entitled to participate in any employee assistance or rehabilitation program to the extent offered by Niscayah to its employees.

In accordance with the requirements of the Americans with Disabilities Act, Niscayah does not discriminate against employees or applicants who are qualified individuals with a disability who are not currently engaged in use of illegal drugs and who do not otherwise violate the provisions of the Policy, including but not limited to individuals who: 1) have successfully completed or who are currently participating in a supervised rehabilitation program and are no longer engaging in such use; or 2) have otherwise been rehabilitated successfully and are no longer engaged in such use.

POLICY PROHIBITIONS

Employees are strictly prohibited from engaging in the conduct, as follows:

1. Bringing and/or storing alcohol, illegal drugs, or drug paraphernalia on Niscayah or Client premises or property, including Company and/or Client owned or leased vehicles.
2. Having possession of, being under the influence of, testing positive for or having alcohol and/or illegal drugs in one's system.
3. Using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling or dispensing alcohol and/or illegal drugs.
4. Abuse of prescription drugs, which include exceeding the recommended, prescribed dosage or using another person's prescribed medications.
5. Switching, tampering with or adulterating any specimen or sample collected under this Policy, or attempting to do so.
6. Refusing to cooperate with the terms of this Policy which includes submitting to questioning, drug testing, medical or physical tests or examinations, when requested or conducted by Niscayah or its designee, is in violation of company policy and subject to disciplinary actions, up to and including termination. A refusal to test includes conduct obstructing testing such as failure to sign necessary paperwork, failing to report to the collection site at the appointed time and failing to be reasonably available for post-accident or random/periodic testing.
7. Failure to consent to participate in and abide by the terms and recommendations of an Employee Assistance Program (EAP) or rehabilitation program to which Niscayah makes a referral, including but not limited to, failure to follow recommendations, if any, regarding behavior modification and abstinence to include any prescribed continuing or follow up sessions.
8. Failure to advise a supervisor or manager of the use of a prescription or over-the-counter drug, which may alter the employee's ability to perform the essential functions of his/her job.
9. Failure to notify the supervisor or manager before going to work if the employee believes that he/she is under the influence of drugs.

Under limited circumstances, it is permissible to consume reasonable amounts of alcohol on Niscayah property, or during working hours. However, any alcohol consumption on company premises during working hours must be approved in advance by an authorized member of Niscayah senior management. Examples that might qualify include Niscayah or business functions, consumption after non-business hours (after 5:00PM) at professional events or professional association meetings, or while traveling on business or marketing/entertaining Clients or potential Clients.

Notwithstanding the foregoing exceptions, employees must understand that it is a violation of Niscayah policy to drive any vehicle if the employee is under the influence of alcohol.

All employees must notify Niscayah in writing of any criminal drug and/or alcohol conviction no later than five calendar days after such conviction. Failure to notify Niscayah within five days as required is a violation of this Policy.

CONSEQUENCES FOR POLICY

Employees who engage in any of the above listed prohibited conduct in violation of this Policy are subject to discipline, up to and including termination. While the discipline imposed will depend on the circumstances, and Niscayah reserves the right to determine, in its discretion, discipline imposed, ordinarily certain offenses will result in immediate termination (e.g. possession, sale or use of illegal drugs on company or Client premises or during work time.)

Niscayah reserves the right to refer employees with a verified positive drug and/or confirmed alcohol test for assessment, counseling, rehabilitation services or treatment and to require any employee so referred to enter into and abide by one or more of the following: A Rehabilitation Agreement and/or a Return-to-Work Agreement. (Attachment B.)

Finally, employees for post injury/accident or reasonable cause testing will be removed from their position and receive a no disciplinary suspension until Niscayah receives the test results. Nonexempt employees will not be compensated for time missed from work if the test is positive, but will be compensated for work time missed if the test is negative.

DRUG TESTING

Niscayah reserves the right, within the limits of federal and state laws to examine and test for the presence of drugs and/or alcohol. The types of testing performed by the company include, but are not limited to, the following:

1. Post Offer/Pre-Placement - Niscayah makes all offers of employment subject to and conditioned on the applicant's: 1) consent to taking a drug and/or alcohol test; and 2) a negative test result. Applicants will be required to voluntarily submit to a urinalysis drug and/or alcohol testing and sign consent to drug test agreement. If the test is positive or if the applicant refuses to undergo testing, the offer of employment will be withdrawn.

Applicants may not start work prior to taking and receiving results from the drug test. When an emergency situation requires an applicant to start work prior to successfully completing a drug test, the applicant will be allowed three working days from his/her hire date to submit to the test. The applicant's continued employment will be based on the results of the drug test. Exceptions to this strict policy may only be authorized by the appropriate company official.

2. Reasonable Cause - Employees will be asked to submit to a drug and/or alcohol test if reasonable cause exists indicating that the employee is under the influence of illegal drugs or alcohol. Managers, supervisors or other persons acting in a supervisory capacity and as a witness, may establish reasonable cause to drug test an employee who may be under the influence of alcohol or an illegal drug. In all cases, management is required to complete an Observed Behavior/For Cause Recording Form (See Attachment A). The following steps must be taken:

- Employees suspected of substance abuse must be drug tested immediately after the incident that caused the suspicion. Do not allow the employee to continue working.

- The employee being sent for a drug and/or alcohol test is to be transported immediately to the collection site. The employee is not to be allowed to drive to/from or to return home on his/her own. The offer to transport the employee should be witnessed and documented.

An employee being sent for a drug and/or alcohol test in this situation will be immediately placed on suspension pending the results of the test. If the result of the test is “negative,” the employee will be reinstated with back pay, unless he/she is subject to discipline for violating other existing policies, such as safety. A “positive” result will result in an immediate termination. Management should not attempt to intimidate, coerce or threaten any employee for refusing to take a test. Employees are to be advised that refusal to take the test may result in disciplinary action and/or termination.

3. Post Injury/Accident - A drug and/or alcohol test will be conducted on all employees involved in accidents occurring during work time or on Niscayah or Client property. Covered accidents include, but are not limited to accidents that the employee caused or contributed to which involve: 1) personal injury to employees or others which necessitates medical attention; or results in lost work time; and/or 2) damage to Niscayah or Client property. Employees are expected to make themselves available for post-injury/accident testing. The collection is to be made within 24-hours, but not longer than 32 hours.

If circumstances require an employee to leave the scene of an accident, the employee must make a good faith attempt to be tested and to notify Niscayah of his/her location. Any employee who fails to report any work-related accident is in violation of this Policy and is subject to disciplinary action, up to and including termination. Under certain state laws, employees testing positive may be ineligible for workers’ compensation benefits. If policies were violated, appropriate disciplinary measures are to be documented and administered—regardless of the results of the drug and/or alcohol test.

VOLUNTARY TREATMENT AND COUNSELING

Niscayah encourages all employees who need assistance in dealing with alcohol or drug abuse dependency problems to seek counseling through the various private and public agencies that are available. Employees that come forward to request treatment or a leave of absence for treatment will not be subject to discipline. Niscayah will comply with any applicable medical leave law, disability discrimination law or applicable leave policy in the event a leave is requested. Except as otherwise required by such laws or policies, Niscayah cannot guarantee that the employee will return to the same or a comparable position upon return to duty.

Requests for a leave or participation in treatment or counseling will not excuse employees from compliance with normal standards of performance or conduct. Requests for voluntary treatment or counseling and related matters will be kept confidential in accordance with any applicable federal and/or state law requirements. Upon return from an approved leave of absence for the purpose of participating in a rehabilitation program, an employee is required to sign the Post Rehabilitation Return-to-Work Agreement. (See Attachment B) This agreement acknowledges that the employee will be subject to close supervision during an extended period of time after returning to work; and will undergo random drug tests determined by management for a period of one calendar year after the date of reinstatement.

CONFIDENTIALITY AND PRIVACY

All drug and alcohol test results will remain and be considered confidential. Results will only be disclosed within Niscayah on a “need-to-know” basis and as allowed by law and retained in a secure location with controlled access. Information about an employee’s medical condition or history obtained in connection with a drug and alcohol test will be kept in the employee’s confidential file.

RESERVATION OF RIGHTS

This Policy supercedes and revokes any other Niscayah practice or policy relating to the use of drugs and alcohol in the workplace and drug and/or alcohol testing. Niscayah reserves the right to interpret and administer this Policy, and at any time at its sole discretion, amend, supplement, modify, revoke, rescind or change this Policy, in whole or in part, with or without notice and with or without consideration.

OBSERVED BEHAVIOR/FOR-CAUSE RECORDING FORM

Name of Employee Observed: _____

Location/Department: _____ Date: _____

Time of Observation: From: _____ AM _____ PM
To: _____ AM _____ PM

OBSERVED PERSONAL BEHAVIOR (check all appropriate items):

- | | | | |
|-------------------------------------|---|-------------------------------------|--|
| 1. <u>SPEECH</u> | 2. <u>AWARENESS</u> | 3. <u>BALANCE</u> | 4. <u>WALKING</u> |
| <input type="checkbox"/> Normal | <input type="checkbox"/> Normal | <input type="checkbox"/> Normal | <input type="checkbox"/> Normal |
| <input type="checkbox"/> Incoherent | <input type="checkbox"/> Confused | <input type="checkbox"/> Swaying | <input type="checkbox"/> Stumbling |
| <input type="checkbox"/> Confused | <input type="checkbox"/> Sleepy | <input type="checkbox"/> Staggering | <input type="checkbox"/> Swaying |
| <input type="checkbox"/> Slurred | <input type="checkbox"/> Paranoid | <input type="checkbox"/> Falling | <input type="checkbox"/> Arms Raised Forward |
| <input type="checkbox"/> Whispering | <input type="checkbox"/> Lack of Coordination | | <input type="checkbox"/> Falling |
| <input type="checkbox"/> Silent | | | <input type="checkbox"/> Reaching |

5. Description of other observed actions or behavior indicative of possible drug use:
(Be specific and objective).

6. Description of action taken: _____

7. Name/Title of Observing Management or Witnesses:

A. Print Name: _____ Sign Name: _____

Title: _____ Date: _____

B. Print Name: _____ Sign Name: _____

Title: _____ Date: _____

THIS FORM MUST BE PREPARED WHEN AN EMPLOYEE IS SUSPECTED OF DRUG USE.

POST-REHABILITATION RETURN-TO-WORK AGREEMENT

1. I understand that my previous job performance warrants close supervision for an extended period of time upon my return to work, and I will accept such supervision as a constructive part of my recovery.
2. I understand that upon return to Niscayah, I must meet all established standards of conduct and job performance, and that I will be subject to the employer's disciplinary procedures for any failure to meet those standards.
3. For a period of one (1) calendar year (or required by state law) after the date of reinstatement to my position, I will be subject to random drug tests at the sole discretion of Niscayah. Niscayah shall pay the costs of such tests, as well as all time spent by me in submitting to such examinations.
4. I agree that I shall cooperate fully with any and all Niscayah requests to submit to any random drug tests. I further acknowledge and understand that if I fail to cooperate fully or to submit to such drug tests when requested, such failure will be cause for immediate termination.
5. In the event that any of my drug tests indicate a positive reading, which discloses that I have used any of the prohibited substances, I will be terminated.
6. If, after this Post-Rehabilitation Return-to-Work Agreement has lapsed, a second incident arises involving a reading from a drug/alcohol screen, I will be terminated.

I UNDERSTAND AND AGREE THAT MY REINSTATEMENT AND CONTINUED EMPLOYMENT ARE CONTINGENT UPON MY SATISFYING ALL OF THE ABOVE RULES AND CONDITIONS OF EMPLOYMENT AND THAT MY FAILURE TO DO SO SUBJECTS ME TO IMMEDIATE TERMINATION OF MY EMPLOYMENT WITH NISCAYAH.

SIGNATURE

PRINT NAME

AUTHORIZED COMPANY
REPRESENTATIVE

DATE