

Imperial Wall, Inc.
NON DOT
Substance Abuse and
Workplace Testing Policy

New Policy effective date July 9, 2007

Purpose and Coverage

Imperial Wall, Inc. (the Company) values its employees and customers and recognizes the need for a safe, productive and healthy work environment. Employees who abuse drugs and/or alcohol are less productive, less dependable, and are a critical threat to the safety, security, and welfare of Imperial Wall Company and its employees. Establishment of a Substance Abuse and Workplace Testing Policy (Policy) is consistent with the Company's desire to provide a safe, productive work environment for our employees.

Accordingly, it is the policy of Imperial Wall, Inc. to maintain a workplace free from the use and abuse of drugs and alcohol. Imperial Wall, Inc. will require that all employees and applicants participate in, consent to, and comply with the terms of the Policy as a condition of employment and continued employment. If questions arise regarding this Policy, please direct them to Drug Program Coordinator (DPC) **Chad Nelson or Cindy Rowe**

This Policy covers all employees of Imperial Wall, Inc. 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 Job Applicant Testing. Applicants, however, are not entitled to participate in any Employee Assistance or Rehabilitation Program offered by Imperial Wall, Inc. to its employees.

Non-Discrimination

In accordance with the requirements of the Americans with Disabilities Act, Imperial Wall, Inc does not discriminate against employees or applicants who are qualified individuals with a disability who are not currently engaged in the use of illegal drugs and who do not otherwise violate the provisions of this Policy, including but no 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 engaging in such use.

Inspections

Imperial Wall, Inc. reserves the right to inspect Imperial Wall, Inc. vehicles, premises, and property (including offices, desks, lockers, and other repositories) and personal effects (such as lunch boxes/bags, purses, gym bags, backpacks, handbags, briefcases, packages, or coats) where there is reasonable cause to believe that an employee has violated this Policy. This Policy will extinguish and eliminate any continuing expectation of privacy where reasonable cause exists to believe that there has been a Policy violation. Where reasonably practical, inspections will be conducted in the presence of the employee implicated in the potential Policy violation or his or her designee.

Definitions

"Drug" means a controlled substance as defined under state and federal law. The term "drug" does not include the use of prescribed medication obtained and taken under supervision by and in accordance with prescriptions or other instructions issued by a licensed health care professional.

"Under the influence of alcohol" means (1) the presence of alcohol in the individual's system, which equals or exceeds a blood alcohol content (BAC) or .04; or (2) behavior, appearance, speech, or bodily odors that lead a supervisor or manager reasonably to suspect that the employee is impaired by alcohol or has consumed alcohol during working time or on Imperial Wall, Inc. premises.

"Under the influence of drugs" means (1) the presence of drugs or drug metabolites as demonstrated by a verified positive drug test result, or (2) behavior, appearance, speech, or bodily odors that lead a supervisor or manager to reasonably suspect that the employee is impaired by illegal drugs or is using illegal drugs during working time or on Imperial Wall, Inc. property.

"During working time" means time during which the employee is being paid to work for or represent Imperial Wall, Inc. or the employee is in fact representing Imperial Wall, Inc. interests. The term also includes all paid break and meal periods.

Workplace Testing

Types of Tests

Imperial Wall, Inc. reserves the right in accordance with federal and state laws, to examine and test for the presence of drugs and/or alcohol. Under the conditions of the Policy, employees may be asked to submit to a medical examination and/or submit to urine, hair and/or blood testing for drugs and/or alcohol. Drug testing shall include: amphetamines, methamphetamines, cocaine metabolite, opiates, phencyclidine (PCP), marijuana (THC) metabolite, benzodiazapines, propoxyphene, Oxycodone, and others as may be indicated.. The types of testing performed by Imperial Wall, Inc. include the following: **Job Applicant Testing, Reasonable Suspicion Testing (which will include post accident or injury situations), Random, and Treatment Program/Follow-Up Testing (which will include a return-to-duty test).**

Job Applicant Testing

Imperial Wall, Inc. makes all offers of employment subject to and conditioned on the applicant's: (1) consent to taking a drug test; and (2) passing the test by providing a negative test result. Prior to performing any work, applicants will be required to voluntarily submit to a drug test, and sign an Acknowledgment and Consent to Testing form. If the test is positive or if the applicant refuses to undergo testing (including failure to keep the testing appointment or an adulterated or substituted test result), the offer of employment will be withdrawn.

Random

Employees in safety sensitive positions are subject to unannounced drug and/or alcohol tests on a random selection basis. Random selection basis means a mechanism for selection of employees that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected and (2) does not give the company the discretion to waive the selection of any employee selected under the mechanism.

Reasonable Suspicion Testing

Employees will be asked to submit to a drug and/or alcohol test if reasonable suspicion exists indicating that the employee: (1) is under the influence of drugs or alcohol; (2) has violated the Company's written work rules prohibiting the use, possession, sale or transfer of drugs or alcohol while employees are working or while employees are on the Company's premises or operating the Company's vehicles, machinery or equipment; (3) has sustained a personal injury, or has caused another employee to sustain a personal injury, which injuries are arising out of and in the course of employment; or (4) has caused a work-related accident or was operating or helping to operate machinery, equipment or vehicles involved in a work-related accident. Reasonable suspicion means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

Covered accidents that will lead to Reasonable Suspicion Testing include, but are not limited to, accidents that the employee caused or contributed to that involve: (1) personal injury to themselves or others that requires medical attention or results in lost work time; and/or (2) damage to Imperial Wall, Inc. property. Employees will not be required to submit to a drug and alcohol test if the accident involves only minor damage to a Imperial Wall, Inc. vehicle, which includes the following:

- Small dents and superficial scratches on the lower body crash rails and diamond plating which are easily straightened and do not affect the mounting brackets or fasteners.
- Exterior mirrors, exclusive of mounting assemblies and fasteners.
- Lenses of exterior modular light (tail/brake, signal, marker, flood and flashers) which are in stock.
- Headlamps, exclusive of the light assemblies and fasteners.
- Single, fine, superficial scratches in the painted finish, not penetrating through all layers. The scratch shall not exceed 12 inches in length, tear graphics or cross more than one color finish.

Employees are expected to make themselves available for testing immediately following any covered accident. 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 Imperial Wall, Inc. management of his or 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, in accordance with any applicable organized labor agreements. An employee may not consume any alcohol beverages for period of up to eight (8) hours after the accident.

Treatment Program/Follow-Up Testing

An employee who has been removed voluntarily or otherwise from Imperial Wall, Inc. job duties on the basis of a verified positive drug test result and/or confirmed positive alcohol test result will be subject to unannounced, follow-up drug and/or alcohol testing. Such follow-up testing applies during the evaluation or treatment period and for up to twenty-four (24) months after successful completion of any prescribed treatment program.

Employees who have tested positive will not be allowed to return to work in any capacity until the employee has successfully completed a treatment program as defined by the treatment program's licensed professional and/or the Company or other applicable requirements. In all cases, the timeline for program completion must be defined at the start of the program and failure to successfully complete the program within the pre-established timeline will result in immediate termination of employment without opportunity for re-instatement. The employee must submit to and furnish a negative drug and/or alcohol test result prior to reinstatement to job duties (a return-to-duty test).

Failure to comply with the treatment plan mutually agreed to between the employee and Imperial Wall, Inc. will result in termination.

Testing Procedures

Before requesting a drug and/or alcohol test, Imperial Wall, Inc. will provide the employee or applicant with an Acknowledgment of Receipt of Policy and Consent to Testing form on which the employee or applicant can acknowledge that he or she has seen the Company's Substance Abuse and Workplace Testing Policy.

Sample collection is performed under reasonable and sanitary conditions. Sample collection, storage and transportation are performed in a manner reasonably designed to prevent the possibility of sample contamination, adulteration or misidentification. The Company requires the use chain-of-custody procedures to document the collection and testing process.

Samples are tested at a laboratory approved or certified by the U.S. Department of Health and Human Service/Substance Abuse and Mental Health Services Administration, College of American Pathologists or laboratory otherwise licensed in accordance with applicable state law. Testing will be conducted in accordance with scientifically accepted analytical methods and procedures. If the initial screening test for drugs is positive, the result is confirmed by a second confirmatory test that uses a different chemical process than was used for the initial screen, such as a gas chromatography/mass spectrometry (GC/MS) or another comparably reliable analytical method. All positive initial screening tests will be verified by a confirmatory test before discipline is imposed or a conditional job offer is withdrawn.

Adulteration Testing

An adulterant screen is performed on all urine specimens to determine if the urine sample may have been tampered with chemically by the person being tested to conceal the presence of drugs or alcohol. Adulterant testing shall be performed in accordance to the procedures of the testing facility. Adulterant testing shall include but not be limited to: Creatinine, Nitrites, Glutaraldehyde, PH, Specific gravity, Bleach, and Pyridinium Chlorochromate. The presence of any chemical adulterants will be considered refusal to test and the conditional employment offer will be withdrawn or the individual will be subject to immediate termination.

Dilute Specimens

Dilute specimens are defined as a urine specimen with a specific gravity of 1.003 or less and a creatinine level below 20. If a dilute specimen is encountered during an applicant or employee test, the Company will direct the individual to take another test immediately. Such recollections will be unobserved, unless there is another basis for use of direct observation. A refusal to submit to the second test as directed by the Company will be deemed a test refusal and a violation of this Policy. The result of the second test – not the original dilute result – will be the test of record upon which Imperial Wall, Inc. will rely. If the second test is also dilute, the Company will not make the individual take a third test and may request a letter from the individual's personal physician to provide a legitimate medical explanation for the continued dilute specimens. If the individual is unable to provide such a letter, the conditional job offer will be withdrawn or the unexplained dilute specimen will be treated as a refusal to test.

Test Refusal

An employee or applicant has the right to refuse testing. However, a refusal to test will be treated as a failure to comply with this Policy and will result in withdrawal of a conditional job offer or disciplinary action up to and including termination of employment.

Reporting of Test Results

Medtox Laboratories will report test results to the Company's Medical Review Officer (MRO) or its designee at Minnesota Occupational Health. The purpose of the MRO is to review any positive drug test with you prior to release to the Company. If you do not respond to the MRO within 24 hours, any positive result will be released to the employer representative. In addition, you will be notified by Imperial Wall, Inc in writing, explaining any rights that apply with respect to your test results.

Explaining Positive Test Results

Within three (3) working days after notice of a positive drug test result on a confirmatory test, the employee or applicant may submit information to the Company's MRO to explain the positive result. Additionally, after a positive drug test result, Imperial Wall, Inc. may request the employee or applicant indicate any over-the-counter or prescription medication he or she is currently taking, or has recently taken, as well as any other information relevant to the reliability of, or explanation for, the positive test result.

Confirmatory Retest

An employee or job applicant may request a confirmatory retest of the original sample, at his or her own expense. Within five (5) working days of receiving notice of the confirmatory results, the employee or applicant must make this request and notify the Company, in writing, of the intention to obtain a confirmatory retest.

Upon receipt of the individual's written request for a confirmatory retest, Imperial Wall, Inc. will notify the applicant or employee to contact the Company's Medical Review Officer (MRO) at Minnesota Occupational Health at 651-842-5161 from Monday – Friday between the hours of 7:00 a.m. to 3:00 p.m. The MRO will arrange a time for the individual to come into Minnesota Occupational Health's office. The individual is responsible for all costs associated with the confirmatory retest, to be paid for in cash or by money order at the time the individual is in the MRO office. The MRO will then contact the original testing laboratory and arrange to have the lab conduct a confirmatory retest or to transfer the specimen to another laboratory as selected by the employee or applicant, the laboratory selected must be licensed in accordance with applicable state law. If the confirmatory retest does not confirm the original positive test, Imperial Wall, Inc. will not take any adverse personnel action based on the original test and will reimburse the applicant or employee for their costs associated with the retest.

First Positive Test Result

The first time an employee tests positive on a confirmatory test for alcohol or drugs, the employee will be given an opportunity to participate in, at the employee's expense or pursuant to an applicable employee benefit plan, a drug or alcohol counseling or rehabilitation program. If the employee refuses to participate or fails to successfully complete the counseling program to the satisfaction of the program professionals or Imperial Wall, Inc., the employee will be subject to termination. The Company reserves the right require Treatment Program/Follow-Up Testing following successful completion of an acceptable rehabilitation program for a time period not to exceed two (2) years from the date the program was successfully completed. If the employee refuses such testing, the employee will be subject to termination.

Subsequent Positive Test Results

An employee who has previously received a confirmed positive test result for alcohol and/or drugs will be subject to immediate termination.

Policy Prohibitions

Employees are strictly prohibited from engaging in the conduct listed below during work time, while on Company premises or property or at any customer or vendor site while representing Imperial Wall, Inc.:

- A. Bringing and/or storing (including in a desk, locker, automobile, or other repository) drugs, drug paraphernalia or alcohol on Company premises or property, including Company owned or leased vehicles, in vehicles used for business purposes or a customer's premises;
- B. Having possession of, being under the influence of, reporting to work under the influence of, or testing positive for drugs or alcohol;

- C. Using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling or dispensing drugs or alcohol;
- D. Abusing prescription drugs, which includes exceeding the recommended prescribed dosage or using medications prescribed to someone else;
- E. Substituting, adulterating or otherwise tampering with any specimen or sample collected under this Policy, or attempting to do so;
- F. Refusing to submit to a drug or alcohol test or related medical/physical examination as requested by the Company or its designee, or otherwise refusing to cooperate with the terms of this Policy. A refusal to test includes conduct that obstructs the testing process such as adulterating, substituting or otherwise tampering with a specimen (or attempting to do so) as well as failing to sign necessary paperwork, failing to report to the collection site at the appointed time and failing to be available for a Reasonable Suspicion test;
- G. Failing to consent to, participate in and abide by the terms and recommendations of any evaluation, treatment or rehabilitation program to which the Company makes a referral, including but not limited to, failure to follow recommendations, if any, regarding behavior modification and abstinence as well as any failure to be available for any prescribed continuing or follow-up sessions;
- H. Failing to advise a supervisor or manager of the use of any prescription or over-the-counter medication that may impair or adversely affect the employee's ability to perform the essential functions of his or her job (any prescription medication that creates a safety risk, as determined by the Company's MRO, may result in reassignment if feasible or further consultations with the individual and his/her prescribing physician about possible alternative medications); or
- I. Failing to notify his or her supervisor before going to work if he or she believes that he or she is under the influence of drugs or alcohol.

Consequences for Policy Violations

Employees who engage in any of the above-listed prohibited conduct are in violation of this Policy and are subject to discipline, up to and including termination at Imperial Wall, Inc.'s sole discretion. While the discipline imposed will depend on the circumstances, Imperial Wall, Inc. 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 Imperial Wall, Inc. premises or during work time).

Imperial Wall, Inc. also 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 Return-to-Work Agreement.

An employee subject to Reasonable Suspicion testing will be removed from his or her position and receive a non-disciplinary suspension until Imperial Wall, Inc. receives the test results. The employee will not be compensated for time missed from work if the test is positive, but will be compensated if the test is negative.

Voluntary Treatment and Counseling

We encourage 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 who come forward to request treatment or leaves of absence for treatment will not be subject to discipline. Costs associated with any rehabilitation program may be covered by the employee's medical insurance plan; however, any costs not covered by the employee's medical insurance plan are entirely the employee's responsibility. Imperial Wall, Inc. will comply with any applicable medical leave law, disability discrimination law, or applicable leave policy or organized labor agreement(s) in the event a leave is requested. Any leave of absence will be subject to the relevant Imperial Wall, Inc. policies and procedures, including but not limited to Rule 8 of the Attendance Improvement Program regarding the surrender of scheduled blocks. Except as otherwise required by applicable federal or state law, an employee who is returning to work after successful completion of a treatment program cannot be guaranteed to return to the same position and/or schedule.

However, employees may not escape discipline by requesting treatment and/or leaves after being selected for testing, being involved in an accident as described herein or violating Imperial Wall, Inc. policies and rules of conduct. Nor will such requests, leaves, or participation in treatment or counseling 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.

Employee Assistance Program

Imperial Wall, Inc. Doesn't have an employee assistance program (EAP) available . Appointments can be made by calling TEAM at 651-642-0182. The EAP provides confidential assessment, referral, and short-term counseling for employees who need or request it. Costs associated with this benefit may be covered by the employee's medical insurance plan; however, any cost not covered by employee's medical insurance plan and which are not otherwise required to be paid by any applicable plan are entirely the employee's responsibility.

An employee, through self-referral or through a referral course, can access EAP. These EAP services are available to employees if Imperial Wall, Inc. disciplinary rules have not been violated. Employee may not escape discipline, however, by first requesting EAP services after being selected for testing or violating Imperial Wall, Inc. policies and rules of conduct or otherwise being involved in an accident or other activity that would lead to testing. Nor will such request or utilization of EAP services excuse employees from compliance with normal standards of performance or conduct. Information provided when accessing and utilizing EAP services will be kept confidential in accordance with any applicable federal and/or state law requirements.

Confidentiality and Privacy

All drug and alcohol test results are reported to Imperial Wall, Inc., and will remain and are considered confidential. Results will only be disclosed within Imperial Wall, Inc. and to its agents (the MRO, SAP) 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 a file separate and apart from the employee's personnel file. Generally, the Company will not disclose test result reports and other information acquired in the testing process to another employer, to a third-party individual, governmental agency or private organization without written consent of the individual tested. Nonetheless, applicable state law may provide that evidence of a positive test result on a confirmatory test may be used: in relevant judicial, administrative, or arbitration proceedings; as required by federal law, regulation, or order; for the purpose of evaluation or treatment of the individual to a substance abuse treatment facility; or as otherwise authorized by law. Positive test results under this Policy cannot be used as evidence in a criminal action against the employee or applicant tested.

Imperial Wall, Inc. will attempt to ensure that all aspects of the testing process, including specimen or sample collection, are as private and confidential as reasonably practical. Employees or applicants will not be observed while providing a urine specimen unless there is reason to believe the employee or applicant has tampered with, adulterated, switched or attempted to tamper with, adulterate or switch a urine specimen.

Consent

As a condition of employment and continued employment, applicants and employees must sign an Acknowledgment and Consent to Testing form (a copy of which is attached hereto).

Reservation of Rights

This policy supersedes and revokes any other Imperial Wall, Inc. practice or policy relating to the use of drugs and alcohol in the workplace and drug and/or alcohol testing. Imperial Wall, Inc. reserves the right to interpret and administer this Policy, and at any time and 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. This Policy is not an express or implied contract of employment nor is it to be interpreted as such. Additionally, this Policy does not in any way affect or change the status of any at-will employee. At-will employees continue to be free to terminate their employment or resign from employment at any time and Imperial Wall, Inc. continues to be free to terminate employee, with or without cause, with or without notice, for any lawful reason or for no reason at all. Nothing in this Policy is a promise or guarantee or should be construed as a promise or guarantee that Imperial Wall, Inc. will follow in any particular circumstances any particular course of action, disciplinary, rehabilitative or otherwise.