

# DRUG AND ALCOHOL TESTING POLICY

## I. PURPOSE

Alcohol and drug abuse adversely affects job performance, the kind of work an employee performs and an employee's opportunities for successful employment. It is the intent of this document to provide employees with ESSG's [hereafter "the Company"] policy regarding the use of drugs and alcohol while at work. The Company does not intend to intrude into the private lives of its employees, but strongly believes that a drug-free workplace is in the best interest of employees and non-employees alike.

## II. SCOPE

This policy applies to all applicants for employment and to all employees including contract or temporary employees. The policy is applicable at Company facilities or whenever Company employees are performing company business.

## III. DISCLAIMER

Employment at the Company is at-will. This policy is not a unilateral employment contract and should not be interpreted as creating a unilateral employment contract.

## IV. PROHIBITIONS

A. No employee shall report to work under the influence of alcohol, any controlled substances, or any other drugs or medications that may affect the employee's alertness, coordination, reaction, response, judgment, decision-making, or safety.

B. No employee shall operate, use, or drive any equipment, machinery, or vehicle of the Company or any client of Company while under the influence of alcohol, any controlled substances, or any other drugs or medications that may adversely affect the employee's ability to operate such equipment, machinery, or vehicle. Employees are under an affirmative duty to immediately notify their supervisor if they are not in an appropriate mental or physical condition to operate, use, or drive any equipment machinery, or vehicle or otherwise safely perform their job duties.

C. No employee shall unlawfully manufacture, distribute, dispense, possess, transfer, or use a controlled substance in the workplace or wherever the Company's work is being performed.

D. Engaging in off-duty sale, purchase, transfer, use or possession of illegal drugs or controlled substances may have a negative effect on an employee's ability to perform his/her work for the Company. In such circumstances, the employee is subject to discipline.

E. When an employee is taking medically authorized drugs or other substances that may alter job performance, the employee is under an affirmative duty to notify their supervisor of the temporary inability to perform his or her job duties.

F. The Company shall notify the appropriate law enforcement agency, licensing boards, and other relevant authorities when it has reasonable suspicion to believe that an employee may have illegal drugs in his or her possession at work or on company premises.

G. Employees shall not consume alcoholic beverages during lunch periods, dinner periods, or breaks when returning immediately thereafter to perform work on behalf of the Company. In situations where the employee conducts the Company's business after the intake of alcohol, the employee shall be subject to discipline up to and including discharge.

**V. ALCOHOL AND DRUG TESTING**

As part of the Company's commitment to an alcohol and drug-free workplace, the Company reserves the right to require that applicants and employees submit to drug or alcohol testing in accordance with the provisions of applicable law. This policy represents the notice required under applicable law and a copy will be provided to all applicants and employees who are requested to undergo testing. In the event of any conflict between this policy and applicable law in effect at the time of the test, the law will control.

**A. Who May be Subject to Testing.**

1. Job Applicants. The Company may require that all applicants for a particular position be tested for drugs or alcohol after receiving a conditional offer of employment. If the applicant tests positive for drugs or alcohol, the conditional offer may be withdrawn.

2. Routine Physical Examination Testing. The Company may require employees to undergo a drug or alcohol test once a year as part of a routine physical examination. Affected employees will be given two weeks written notice that they will be tested for drugs or alcohol as part of a routine physical.

3. Random Testing. The Company may require employees in safety-sensitive positions to undergo testing on a random selection basis. Once the random selection has been made, the Company will not waive the selection of any employees identified through the random process.

4. Reasonable Suspicion Testing. The Company may require an employee to undergo drug or alcohol testing if the Company reasonably suspects that the employee:

- a. is under the influence of drugs or alcohol;
- b. has violated the Company's written work rules prohibiting drug and alcohol use;
- c. has sustained or caused another employee to sustain personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment or vehicles involved in a work-related accident.

5. Treatment Program Testing. The Company may require an employee who has been referred for chemical dependency treatment or evaluation or is participating in a treatment program under an employee benefit plan to undergo drug or alcohol testing on a random basis and without advance notice during the evaluation or treatment period and for up to two years following the completion of any treatment program.

**B. Conducting the Testing.**

1. Consent. All employees required to undergo testing will be required to complete and sign the employee consent form attached as Appendix A.

2. Refusal to Participate. An employee or job applicant has the right to refuse testing. However, a refusal of testing will be treated as a failure to comply with Company policy and may result in withdrawal of a job offer or disciplinary action up to and including termination of employment.

3. The Laboratory. The Company will use a laboratory certified by the National Institute on Drug Abuse (NIDA) or its successor, the College of American Pathologists (CAP), or the New York State Department of Health or other licensing body recognized by applicable law to perform all drug and alcohol tests.

4. Test Results.

The laboratory will conduct both an initial test and a confirmatory test if the initial test is positive. A negative result on either the initial or confirmatory test will be deemed a negative test result (i.e. the employee passed the test). A positive result on both the initial and confirmatory test will be deemed a positive test result (i.e. the employee failed the test.)

a. Negative Test Result. An employee or applicant who tests negative for drugs or alcohol will be given written notice that they passed the test within three working days of the Company receiving the test results from the testing laboratory.

b. Positive Test Result. An employee or applicant who tests positive for drugs or alcohol will be given written notice that they have failed the test within three working days of the Company receiving the test results from the testing laboratory. The employee or applicant will then be given the opportunity to provide any information to explain the positive result, including any over-the-counter or prescription medications the employee or applicant may have taken. An employee or applicant who wishes to submit any explanatory information must do so within three working days after being notified of the positive test result.

An employee or applicant who has a positive test result may also request a retest of the original sample by the same or different certified laboratory at his or her own expense. An employee or applicant who wishes to conduct a retest must notify the Company in writing of their intention to conduct such a retest within five working days after being notified of the positive test result. If the results of the retest are negative, the test will be considered a negative test result.

C. Right to Test Result. An employee or job applicant has the right to request and receive from the Company a copy of the test result report on any drug or alcohol test.

C. Costs. All costs related to alcohol and drug testing will be paid by the Company, with the exception of any retests requested by the employee or applicant following a positive test result.

**D. Disciplinary Action in Response to a Positive Test Result.**

1. Interim Discipline and Action: The Company reserves the right to temporarily suspend an employee or transfer the employee to another position at the same rate of pay pending the outcome of any drug or alcohol test. An employee who is suspended without pay will be reinstated with back pay if the test or any requested retest is negative.

2. Applicants. The Company reserves the right to withdraw the conditional job offer of any job applicant with a positive test result, without the opportunity to complete evaluation or treatment.

3. Employees - First Positive Test Result - Termination: The Company will not discharge an employee for the first positive test result. Instead the employee will be given the opportunity to participate in an appropriate drug or alcohol counseling or rehabilitation program as determined by a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency chosen by the Company. The employee will be responsible for paying all costs associated with any evaluation and subsequent treatment themselves or pursuant to coverage under an employee benefit plan. An employee who refuses or fails to participate in, cooperate with, or complete the evaluation or recommended treatment may be terminated. An employee who successfully completes treatment may be subject to random follow-up testing for a period of up to two years in accordance with section V.A.5. of this policy.

4. Employees - First Positive Test Result—Discipline: The Company reserves the right to take any other disciplinary action short of discharge it deems warranted following a first positive test result.

5. Employees-Subsequent Positive Test Result: An employee who has more than one positive test result may be terminated immediately following any second or subsequent positive test result without referral to or the opportunity to complete additional chemical dependency counseling or rehabilitation.

**E. Privacy of Test Results.**

1. Test results and other information acquired as a result of the testing program are private and confidential information and will not be disclosed by the Company or the testing laboratory to another employee or to third party individuals, government agencies, or private organizations without written consent of the employee or applicant being tested.

2. Evidence of a positive test result, however, may be used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing, or a judicial proceeding, provided the information is relevant to the hearing or proceeding. Such evidence may also be disclosed to any federal agency or other unit of the United States government as required under federal law, regulation, or order. Evidence of a positive test result may also be disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment.

3. The Company will provide an employee with access to information in the employee's file relating to positive test result reports and other information acquired in the testing process as well as conclusions drawn from or actions taken based upon such information.

**DRUG AND ALCOHOL  
TESTING CONSENT FORM**

1. I have been allowed to read and inspect a written copy of ESSG policy on drugs and alcohol.

2. I have read the entire contents of this policy and I am aware and fully understand: (a) the policy and its contents; (b) what conduct the policy prohibits and the consequences of such conduct; (c) my rights under the policy and the consequences if I exercise certain rights; and (d) that certain events as described in the policy may result in adverse personnel action, including my termination from employment with ESSG. I understand that this policy in any form, and any employee handbook including this policy, are not a unilateral employment contract or offer thereof.

3. I hereby voluntarily consent to ESSG, or its health service providers, or other persons or entities acting for or with them, to collect a body component (blood, urine, breath, or any combination thereof) from me for testing for alcohol and/or drugs. I understand that the laboratory selected by ESSG may conduct testing and other analysis on the sample provided by me. I further voluntarily consent to the laboratory's disclosure to ESSG of the results of my drug and/or alcohol test and other information related to the test.

  
Shonda P. Gaston (Sep 25, 2017)

\_\_\_\_\_  
Individual's Name

Sep 25, 2017

\_\_\_\_\_  
Date

**SIGN THIS VERSION OF CONSENT—SAME AS PAGE 6**

# 2016 Minnesota Employee Withholding Allowance/ Exemption Certificate

## Employees

You must complete and give this form to your employer if you:

- claim fewer Minnesota withholding allowances than your federal allowances;
- claim more than 10 Minnesota withholding allowances;
- want additional Minnesota tax withheld from your pay each pay period; or
- claim to be exempt from federal withholding or claim to be exempt from Minnesota withholding.

Do not complete this form if you are claiming the same number of Minnesota allowances as federal and the number claimed is 10 or less.

|                      |   |           |   |   |
|----------------------|---|-----------|---|---|
| Employee Information | Employee's first name and initial<br>Shronda R Gaston | Last name | Employee's Social Security number<br>355769599  |   |
|                      | Permanent address<br>262 57th place NE 8              |           | Marital status (check one box)<br><input checked="" type="radio"/> Single; Married, but legally separated; or Spouse is a nonresident alien |   |
|                      | City<br>Fridley mn, 55432                             | State     | ZIP code  | <input type="radio"/> Married                                     |
|                      |   |           |   | <input type="radio"/> Married, but withhold at higher Single rate |

Employees: Read instructions on back, complete Section 1 OR Section 2, sign and give the completed form to your employer. (Do not complete both Section 1 and Section 2. Completing both sections will make the form invalid.)

|  |   |  |   |   |  |   |   |  |   |
|--|---|--|---|---|--|---|---|--|---|
| Minnesota Allowances   | <input checked="" type="checkbox"/> Section 1 —Determining Minnesota allowances   |  |   |   |  |   |   |  |   |
|  | Complete Section 1 if you claim fewer Minnesota allowances than your federal allowances. AND/ OR if you want additional Minnesota withholding deducted each pay period.   |  |   |   |  |   |   |  |   |
|  | <table border="0"> <tr> <td>1 Total number of federal allowances claimed on federal Form W-4 .....</td> <td>1</td> <td>3</td> </tr> <tr> <td>2 Total number of Minnesota allowances (line 2 cannot be more than line 1) .....</td> <td>2</td> <td>3</td> </tr> <tr> <td>3 Additional Minnesota withholding you want deducted each pay period .....</td> <td>3</td> <td>\$ _____</td> </tr> </table> | 1 Total number of federal allowances claimed on federal Form W-4 ..... | 1 | 3 | 2 Total number of Minnesota allowances (line 2 cannot be more than line 1) ..... | 2 | 3 | 3 Additional Minnesota withholding you want deducted each pay period ..... | 3 |
| 1 Total number of federal allowances claimed on federal Form W-4 .....           | 1   | 3  |   |   |  |   |   |  |   |
| 2 Total number of Minnesota allowances (line 2 cannot be more than line 1) ..... | 2   | 3  |   |   |  |   |   |  |   |
| 3 Additional Minnesota withholding you want deducted each pay period .....       | 3   | \$ _____   |   |   |  |   |   |  |   |

|   |  |
|---|--|
| Exempt from Minnesota Withholding   | <input type="checkbox"/> Section 2 —Exemption from Minnesota withholding   |
|   | Complete Section 2 if you claim to be exempt from Minnesota income tax withholding (see Section 2 instructions for qualifications). If applicable, check one box below to indicate the reason why you believe you are exempt:  |
|   | <input type="checkbox"/> I meet the requirements and claim exempt from both federal and Minnesota income tax withholding.  |
|   | <input type="checkbox"/> Even though I did not claim exempt from federal withholding, I claim exempt from Minnesota withholding because I had no Minnesota income tax liability last year, I received a refund of all Minnesota income tax withheld, AND I expect to have no Minnesota income tax liability this year. |
|   | <input type="checkbox"/> My spouse is a military service member assigned to a military location in Minnesota, my domicile (legal residence) is in another state, AND I am in Minnesota solely to be with my spouse. My state of domicile is _____  |
|   | <input type="checkbox"/> I am an American Indian living and working on a reservation.  |
| <input type="checkbox"/> I am a member of the Minnesota National Guard or an active duty U.S. military member and claim exempt from Minnesota withholding on my military pay. |  |

I certify that all information provided in Section 1 OR Section 2 is correct. I understand there is a \$500 penalty for filing a false withholding allowance/ exemption certificate.

|           |  |                      |                             |
|-----------|--|----------------------|-----------------------------|
| Sign Here | Employee's signature<br><i>Shronda R Gaston</i>          | Date<br>Sep 25, 2017 | Daytime phone<br>6129989628 |
|           | <small>MINNESOTA REVENUE DEPARTMENT (REV. 12/15)</small> |                      |                             |

Employees: Give the completed form to your employer.

## Employers

If you are required to send a copy of this form to the Department of Revenue (see instructions), you must enter the employer information below and mail this form to: Minnesota Revenue, Mail Station 6501, St. Paul, MN 55146-6501. (Incomplete forms are considered invalid.) A \$50 penalty may be assessed for each required Form W-4MN not filed with the department.

Keep a copy for your records.

|                      |                  |                                   |                         |          |
|----------------------|------------------|-----------------------------------|-------------------------|----------|
| Employer Information | Name of employer | Federal employer ID number (FEIN) | Minnesota tax ID number |          |
|                      | Address          | City                              | State                   | ZIP code |

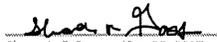
## **Notification of Minnesota Law Requirement – Unemployment Acknowledgement**

*According to Minnesota Statute section 268.095, subdivision 2, paragraph (d), an applicant who, within five calendar days after completion of a suitable job assignment from a staffing service, (1) fails without good cause to affirmatively request an additional suitable job assignment, (2) refuses without good cause an additional suitable job assignment offered, or (3) accepts employment with the client of the staffing service, is considered to have quit employment.*

*This paragraph applies only if, at the time of beginning of employment with the staffing service, the applicant signed and was provided a copy of a separate document written in clear and concise language that informed the applicant of this paragraph and that unemployment benefits may be affected.*

It is your responsibility to contact ESSG through Corporate Management Group (for instance, by calling 303-920-1425 or using any other form of contact) for additional assignments. If you fail to do so, it may affect your unemployment benefits.

I understand by signing this form that I am responsible to contact ESSG within 5 calendar days once an assignment ends. I also acknowledge that I have received a separate copy of this form. SRG (Initial)

  
Shronda R Gaston (Sep 25, 2017)

Employee Signature:

Shronda R Gaston

Employee (please print your name here)

Sep 25, 2017

Date:

**Telephone: 303-920-1425  
12000 N. Washington Street Suite 350  
Thornton, CO 80241**

# ESG Authorization and Policies

Adobe Sign Document History

09/25/2017

|                 |  |
|-----------------|--|
| Created:        | 09/25/2017                                   |
| By:             | Jamie Ready (jamie@corpmgmtgroup.com)        |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAakcaiqXRUk72Cw-qv-FD72nVHhwU_xwPf |

## "ESG Authorization and Policies" History

-  Document created by Jamie Ready (jamie@corpmgmtgroup.com)  
09/25/2017 - 1:01:23 PM MDT - IP address: 96.93.208.65
-  Document emailed to Shronda R Gaston (dashane03@gmail.com) for signature  
09/25/2017 - 1:01:26 PM MDT
-  Document viewed by Shronda R Gaston (dashane03@gmail.com)  
09/25/2017 - 2:47:18 PM MDT - IP address: 71.220.13.186
-  Document e-signed by Shronda R Gaston (dashane03@gmail.com)  
Signature Date: 09/25/2017 - 2:53:53 PM MDT - Time Source: server- IP address: 71.220.13.186
-  Signed document emailed to Jamie Ready (jamie@corpmgmtgroup.com) and Shronda R Gaston (dashane03@gmail.com)  
09/25/2017 - 2:53:53 PM MDT