



aAMERICAN UNDERWATER SERVICES, INC

A Commercial Diving and Dredging Company

Drug and Alcohol Abuse Policy

1. POLICY

1.1 AMERICAN UNDERWATER SERVICES, INC, Refer to as AUS, has a vital interest in maintaining a safe, healthy, and efficient working environment. Being under the influence of a drug or alcohol on the job poses serious safety and health risks to the user and to all those who work with the user. The use, sale, purchase, transfer, or possession of an illegal drug in the workplace, and the use, possession, or being under the influence of alcohol also poses unacceptable risks for safe, healthy, and efficient operations.

1.2 AUS has the right and obligation to maintain a safe, healthy, and efficient workplace for all of its employees, and to protect the organization's property, information, equipment, operations and reputation.

1.3 AUS recognizes its obligations to its member companies for the provision of services that are free of the influence of illegal drugs and alcohol, and will endeavor through this policy to provide drug-and alcohol-free services.

1.4 AUS further expresses its intent through this policy to comply with federal and state rules, regulations or laws that relate to the maintenance of a workplace free from illegal drugs and alcohol.

1.5 As a condition of employment, all employees are required to abide by the terms of this policy and to notify AUS's management of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

2. PURPOSE

2.1 This policy outlines the goals and objectives of AUS's drug and alcohol testing program and provides guidance to supervisors and employees concerning their responsibilities for carrying out the program.

3. SCOPE

3.1 This policy applies to all departments, all employees and all job applicants. The term employee includes contracted employees.

4. DEFINITIONS

4.1 **Alcohol** means any beverage that contains ethyl alcohol (ethanol), including but not limited to beer, wine and distilled spirits.

4.2 **Company premises or company facilities**means all property of [EMPLOYER] including, but not limited to , the offices, facilities and surrounding areas on [EMPLOYER]-owned or -leased property, parking lots, and storage areas. The term also includes [EMPLOYER]-owned or -leased vehicles and equipment wherever located.

4.3 **Contraband** means any article, the possession of which on [EMPLOYER] premises or while on [EMPLOYER] business, causes an employee to be in violation of [EMPLOYER] work rule or law. Contraband includes illegal drugs and alcoholic beverages, drug paraphernalia, lethal weapons, firearms, explosives, incendiaries, stolen property, counterfeit money, untaxed whiskey, and pornographic materials.

4.4 **Drug testing** means the scientific analysis of urine, blood, breath, saliva, hair, tissue, and other specimens of the human body for the purpose of detecting a drug or alcohol.

4.5 **Illegal drug** means any drug which is not legally obtainable; any drug which is legally obtainable but has not been legally obtained; any prescribed drug not legally obtained; any prescribed drug not being used for the prescribed purpose; any over-the-counter drug being used at a dosage level other than recommended by the manufacturer or

being used for a purpose other than intended by the manufacturer; and any drug being used for a purpose not in accordance with bona fide medical therapy. Examples of illegal drugs are cannabis substances, such as marijuana and hashish, cocaine, heroin, methamphetamine, phencyclidine (PCP), and so-called designer drugs and look-alike drugs.

4.6 Legal drug means any prescribed drug or over-the-counter drug that has been legally obtained and is being used for the purpose for which prescribed or manufactured.

4.7 Reasonable belief means a belief based on objective facts sufficient to lead a prudent person to conclude that a particular employee is unable to satisfactorily perform his or her job duties due to drug or alcohol impairment. Such inability to perform may include, but not be limited to, decreases in the quality or quantity of the employee's productivity, judgment, reasoning, concentration and psychomotor control, and marked changes in behavior. Accidents, deviations from safe working practices, and erratic conduct indicative of impairment are examples of "reasonable belief" situations.

4.8 Under the influence means a condition in which a person is affected by a drug or by alcohol in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. A determination of being under the influence can be established by a professional opinion, a scientifically valid test, such as urinalysis or blood analysis, and in some cases by the opinion of a layperson.

5. PROHIBITED ACTIVITIES

6.1 Legal Drugs

- a. The undisclosed use of any legal drug by any employee while performing AUS business or while on AUS premises is prohibited. However, an employee may continue to work even though using a legal drug if AUS management has determined, after consulting with AUS's Director of Operations, that such use does not pose a threat to safety and that the using employee's job performance is not significantly affected. Otherwise, the employee may be required to take leave of absence or comply with other appropriate action as determined by AUS management.
- b. An employee whose medical therapy requires the use of a legal drug must report such use to his or her supervisor prior to the performance of AUS business. The supervisor who is so informed will contact AUS's Director of Operations for guidance.
- c. AUS at all times reserves the right to judge the effect that a legal drug may have on job performance and to restrict the using employee's work activity or presence at the workplace accordingly.

6.2 Illegal Drugs and Alcohol

- a. The use, sale, purchase, transfer, or possession of an illegal drug or of alcohol by any employee while on AUS premises or while performing AUS business is prohibited.

7. DISCIPLINE

7.1 Any employee who possesses, distributes, sells, attempts to sell, or transfers illegal drugs on AUS premises or while on AUS business will be terminated.

7.2 Any employee who is found to be in possession of or under the influence of alcohol in violation of this policy will be subject to discipline up to and including termination.

7.3 Any employee who is found to be in possession of contraband in violation of this policy will be subject to discipline up to and including termination.

7.4 Any employee who is found through drug or alcohol testing to have in his or her body a detectable amount of an illegal drug or of alcohol will be subject to discipline up to and including termination.

8. DRUG AND ALCOHOL TESTING OF JOB APPLICANTS

8.1 All applicants for employment, including applicants for part-time and seasonal positions and applicants who are former employees, are subject to drug and alcohol testing.

8.2 An applicant must pass the drug test to be considered for employment.

8.3 An applicant will be notified of AUS's drug and alcohol testing policy prior to being tested; will be informed in writing of his or her right to refuse to undergo such testing; and will be informed that the consequence of refusal is termination of the pre-employment process.

8.4 An applicant will be provided written notice of this policy, and by signature will be required to acknowledge receipt and understanding of the policy.

8.5 If an applicant refuses to take a drug or alcohol test, or if evidence of the use of illegal drugs or alcohol by an applicant is discovered, either through testing or other means, the pre-employment process will be terminated.

9. DRUG AND ALCOHOL TESTING OF EMPLOYEES

11.2 An employee who is in rehabilitation will be suspended, except that--when indicated by the circumstances of the case and the written recommendation of a licensed physician or recognized rehabilitation professional--an employee may be permitted to work while undergoing rehabilitation on an outside-of-work basis. The written recommendation must include a statement to the effect that the employee's presence in the workplace will not constitute a safety hazard to the employee, co-workers or others.

11.3 An employee whose rehabilitative therapy involves drug maintenance, hospitalization or detoxification will not be considered for the exception from suspension described in 11.2.

11.4 An employee who is in rehabilitation or who has completed rehabilitation will be allowed to return to work upon presentation of a written release signed by a licensed physician or recognized rehabilitation professional. The release must include a statement to the effect that the employee's presence in the workplace will not constitute a safety hazard to the employee, co-worker or others.

11.5 Rehabilitation assistance given by [EMPLOYER] will be:

a. Limited to those medical benefits that may be available in the employee's medical benefits plan.

b. Obtained through a rehabilitation program that has been pre-approved by [EMPLOYER].

c. Obtained by the employee during times that will not conflict with the employee's work time, except that the employee may use any available sick leave or annual leave to be absent from the job with pay.

11.6 AUS will provide to any employee, upon request and at no cost to the employee, information concerning local resources that are available for the treatment of drug and alcohol related problems.

12. INSPECTIONS AND SEARCHES

12.1 AUS may conduct unannounced general inspections and searches for drugs or alcohol on AUS premises or in AUS vehicles or equipment wherever located. Employees are expected to cooperate.

12.2 Search of an employee and his or her personal property may be made when there is reasonable belief to conclude that the employee is in violation of this policy.

12.3 An employee's consent to a search is required as a condition of employment, and the employee's refusal to consent may result in disciplinary action, including discharge, even for a first refusal.

12.4 Illegal drugs, drugs believed to be illegal, and drug paraphernalia found on AUS property will be turned over to the appropriate law enforcement agency and the full cooperation given to any subsequent investigation. Substances that cannot be identified as an illegal drug by a layman's examination will be turned over to a forensic laboratory for scientific analysis.

12.5 Other forms of contraband, such as firearms, explosives, and lethal weapons, will be subject to seizure during an inspection or search. An employee who is found to possess contraband on AUS property or while on AUS business will be subject to discipline up to and including discharge.

12.6 If an employee is the subject of a drug-related investigation by AUS or by a law enforcement agency, the employee may be suspended pending completion of the investigation.

13. CONFIDENTIALITY

13.1 All information relating to drug or alcohol testing or the identification of persons as users of drugs and alcohol will be protected by AUS as confidential unless otherwise required by law, overriding public health and safety concerns, or authorized in writing by the persons in question.

EMPLOYEE AGREEMENT AND CONSENT TO DRUG AND/OR ALCOHOL TESTING

I hereby agree, upon a request made under the drug/alcohol testing policy of American Underwater Services Inc. (the Company), to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under company policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have the Company and/or its company physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to the Company and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize the Company to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I understand that only duly-authorized Company officers, employees, and agents will have access to information furnished or obtained in connection with the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and to respond to inquiries or notices from government entities.

I will hold harmless the Company, its company physician, and any testing laboratory the Company might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug or alcohol test, even if a Company or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless the Company, its company physician, and any testing laboratory the Company might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered.

I UNDERSTAND THAT THE COMPANY WILL REQUIRE A DRUG SCREEN AND/OR ALCOHOL TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT, AND I AGREE TO SUBMIT TO ANY SUCH TEST.

Signature of Employee Date

Employee's Name - Printed

Company Representative Date