

WALB-TV
SUBSTANCE ABUSE POLICY
NOTICE TO APPLICANTS AND EMPLOYEES

As a part of the State of Georgia Workers' Compensation Drug-Free Workplace Certification Program (O.C.G.A. Section 34-9-410 through -421 (1993)), the Department of Transportation's (DOT's) Procedures for Transportation Workplace Drug Testing Programs (49 CFR Part 40) and the federal and state Drug-Free Workplace Programs, where applicable, WALB-TV, (Company) has established a Substance Abuse Program which will become effective October 1, 1997.

This policy establishes the Company's position on the use or abuse of alcohol, drugs or other controlled substances by its applicants and employees. It is a part of the Company's commitment to safeguarding the health of its employees, to providing a safe place for its employees to work and to supplying its customers with the highest quality products and services possible. Because substance abuse, either while at work or away from work, can seriously endanger the health and safety of employees and render it impossible to supply quality products and services, the Company has established this program to detect users and remove abusers of alcohol, drugs or other controlled substances. The Company is committed to preventing the use and/or presence of these substances in the workplace.

All members of management and employees of the Company will be covered by this policy. The details of the policy will be explained to applicants and employees. The essence of the policy provides for:

- a. Drug testing of applicants (where a confirmed positive drug test will result in denial of employment);
- b. Drug testing of current employees randomly, where reasonable suspicion exists for possible substance abuse, after accidents, and after rehabilitation;
- c. Any employee who receives a confirmed positive drug test will be removed from the job and referred to rehabilitation at their own expense, and/or disciplined in accordance with company policy up to and including termination. The Company will maintain a Resource File which contains information on employee assistance and rehabilitation resources in the administrative offices. Refusal to agree to be referred to rehabilitation, or refusal to submit to a drug test, will result in termination;
- d. Any applicant or employee who receives a positive confirmed drug test result may contest or explain the result to the Company within five working days after written notification of the positive test result; and
- e. All information pertaining to this program will be kept confidential on a need to know basis and will not be released unless required by law.

Thank you for your cooperation in helping WALB-TV, do its part to achieve a Drug-Free America.

ACKNOWLEDGMENT FORM

I, _____, hereby acknowledge that the WALB-TV, ("Company") Substance Abuse Policy has been reviewed and explained to me and that I have received a copy of the Company's written policy statement.

I further acknowledge the following:

1. That I have been notified that the unlawful manufacture, distribution, dispensation, possession or use of alcohol, drugs, or other controlled substances is prohibited in the Company's workplace, and that violation of these prohibitions will subject me to termination or rehabilitation referral.
2. That the Company has presented and I have attended a Substance Abuse Education Program on the topics of substance abuse, in general, and its effects on the workplace, specifically.
3. That as a condition of continued employment, I will abide by the Company's Substance Abuse Policy, including the provision for random testing of all employees. I agree that, as an employee, if I refuse to submit to any drug test or if I fail the drug test by testing positive, I will be removed from the job and referred to rehabilitation or employee assistance at my own expense, and/or disciplined in accordance with company policy up to and including termination. Any refusal to be referred to rehabilitation will result in immediate termination. Also, I agree that if convicted of a violation of a criminal drug statute in the workplace, I will notify the Company within five (5) days of conviction.
4. That I acknowledge and consent freely and voluntarily the Company's right to conduct unannounced searches for illegal drugs and alcohol on Company property, in its facilities and vehicles and on its job sites. I understand that the Company has the right to inspect: company lockers, desks, work areas, vehicles, and other containers and objects on Company property that might conceal illegal drugs or alcohol. I further acknowledge and consent freely and voluntarily to reasonable searches of my person and my personal property. I understand that failure to cooperate fully with the Company in this regard will result in disciplinary action including possible termination.
5. That I acknowledge and consent freely and voluntarily to the release and/or production of test results obtained pursuant to the Company Substance Abuse Policy for the limited purposes and duration stated below. The Company may use, produce, or introduce these test results as evidence of my actions with regard to the substance abuse policy and of positive test results in any civil action, administrative hearing, or alternative dispute resolution procedure. The information which may be disclosed is any information which has been maintained or created by the Company or its agents or laboratories pursuant to the Company's substance abuse policy. My consent to the Company's use, and/or production of this information is valid for the duration of my employment with the Company and in any civil, administrative, or dispute resolution proceeding whether such proceedings occur during my employment with the Company or within 6 years of my termination from employment with the Company. The person(s) authorized to obtain this information are the individual responsible for the Company's Substance Abuse Policy, the Company's legal counsel, and/or _____ (company should designate person).

I understand and agree to the above terms and conditions of employment. I understand that the above in no way creates an obligation or contract of employment and that I, as well as the Company, have the right to end the employment relationship at any time.

Employee Name _____ Soc. Sec. No. _____
(Please Print)

Employee Signature

(Company) Witness

Date