

IOWA ADDENDUM

As this addendum explains, the Company will administer its Drug and Alcohol Policy in accordance with Iowa law. Specifically, the Company will ensure that:

- Employees are subject to post-accident drug and/or alcohol testing only if the Company reasonably believes they may have caused a work-related accident that results in a reportable injury to a person under Iowa's occupational safety and health statute, or damage to property or equipment that is estimated at the time of the accident to exceed \$1,000;
- Specimens for testing are limited to urine, breath, blood, and saliva. Blood may only be used when an employee is involved in a work-related accident and the test is administered by or at the direction of a person providing care or treatment to the employee, and not at the suggestion or request of the Company;
- Specimens for drug testing of employees will be split at the time of collection in the presence of the individual from whom the specimen is collected;
- After the Company receives a report of an applicant's positive drug test result, the Company will notify the applicant in writing of the test result, the name and address of the MRO who made the report, and the applicant's right to request any records relating to his/her drug test. The applicant has the right to request in writing, within fifteen (15) days from the date the Company mails written notice of the applicant's positive drug test result to him/her, any records relating to his/her drug test;
- Following a drug or alcohol test, but prior to receipt of the final results of the drug or alcohol test, the Company may suspend an employee with or without pay, pending the outcome of the test. The Company will reinstate an employee who has been suspended, with back pay and interest on such amount at eighteen percent per annum compounded annually, if applicable, if the result of the test is not a confirmed positive drug or alcohol test that indicates a violation of the Company's written policy;
- After the Company receives a report of an employee's confirmed positive drug or alcohol test result, the Company will notify the employee in writing by certified mail, return receipt requested, of the test result and the employee's right, at his/her expense, to request a confirmatory test of his/her split specimen at an approved laboratory of the employee's choice;

- If the employee, either in person or by certified mail, requests a confirmatory test of his/her split specimen, identifies an approved laboratory, and pays the fee for such test within seven (7) working days from the date the Company mails the written notice, the confirmatory test will be conducted;
- If the result of the second confirmatory test does not confirm the result of the initial confirmatory test, the initial confirmatory test result shall not be considered a positive test result and the Company will reimburse the employee for the fee of the test;
- Employees who are notified of their confirmed positive drug or alcohol test results have the right, upon written request, to have access to any records relating to the tests;
- The first time an employee with at least 12 months service (during the prior 18 months) tests positive for alcohol, he/she will be offered an opportunity to enroll in an approved rehabilitation, treatment, or counseling program. Continued employment will be conditioned on successful completion of the program. Program costs shall be apportioned between the employee and the Company in accordance with the terms of the Company's benefit plans; and
- The Company will not take adverse employment action against employees who comply with the rehabilitation requirements and successfully complete rehabilitation.