
SIoux CITY ENGINEERING

EMPLOYEE HANDBOOK

FORWARD

This handbook is intended as a guide and will acquaint you with Sioux City Engineering Co policies and procedures. Employment is “at will” and both the employer and the employee have the right to terminate their relationship at any time.

Read these guidelines understand them and keep them in your possession.

Sioux City Engineering Co reserves the right to change any of our policies at any time without prior notice. The provisions of this handbook do not constitute a contract of employment, nor do they imply that employment is for a definite period.

Sioux City Engineering Co employees and their welfare are very important to the success of our company. Our long-range objective is the continuous development of a growing and prospering business through which both the employees and the company will benefit. Every employee is considered a member of our company team. Our success as a company is built on the recognition of the skills and efforts made by each employee. It is our policy to work with all members of our team in a fair and friendly manner and to treat each team member with dignity and respect.

If any statement is not clear to you, ask your supervisor for further explanation. Management will be happy to clarify any statement.

Jason Sulzbach, Safety Director

Janet Vavra, Safety Support

January 29, 2021

EMPLOYEE RECORDS:

Employee personnel records contain information about employment with Sioux City Engineering Co and are confidential. Only the employees, the personnel department and management have access to records.

Employees are required to notify the personnel department as soon as there is a change in:

1. Address
2. Telephone number
3. Person to notify in case of accident or illness
4. Name
5. Marital status
6. Number of dependents
7. Insurance beneficiary

PAYROLL:

Employees are paid on a weekly basis. All newly hired employees will be paid by direct deposit only. If you do not have a bank account, Sioux City Engineering will cut you one (1) paper payroll check which you can use to open an account. You must provide the office with banking information by the following Wednesday. There may be a minimal fee for direct deposit payroll. Once you have been signed up for direct deposit, all your paychecks will be direct deposit, with one exception. If your employment has been terminated by the company or you quit, your last paycheck will be a regular check. You, and only you, may pick up your check in the office. Any changes in your direct deposit information; i.e. account number or routing number, must be reported to the office in person. You will be required to sign a form with the provided new information.

Employees are paid on Friday. Pay checks will be brought to the job site and handed out to the foreman. In case of inclement weather, paychecks may be picked up at the office after 12:00 pm. If an employee wishes to have their paycheck picked up by someone else, they must either call the office or send a signed note.

HOLIDAY PAY:

Employees earn one 8 (eight)-hour holiday pay per year to a maximum of 6 (six) days each year providing they work the days immediately preceding and following the holiday, unless you have permission to be off work due to vacation, illness, or other valid reason. The following are our six legal holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day.

VACATON PAY:

All employees must complete a full year of employment before earning 40 (forty) hours of vacation pay. For the purpose of granting vacations, the most recent date of hires used to determine your period of active, continuous service. After the first year, you can accrue vacation time up to your anniversary date. No vacation pay is available until you have reached the anniversary date. If you have any question regarding your date of hire or date of eligibility, please contact the payroll department.

After 7 (seven) years, employees are allowed 80 (eighty) hours vacation pay each year. If vacation is not taken by December, a check will be issued to the employee, as vacation pay cannot be carried over to the following year.

BENEFITS

HEALTH INSURANCE:

Group health insurance is available to all full-time employees. Coverage will become effective after 60 days of continuous employment.

At the present time, the employee pays a portion of the cost of premiums for coverage. Employees who want to include coverage on their eligible dependents may do so by indicating this choice on the group health insurance enrollment form. Employees will pay the full cost of premiums for coverage on their eligible dependents. All employees subject to seasonal layoffs will have their insurance premiums "banked". "Banking" your premiums will require additional insurance deductions to be taken from your paychecks. It is our policy to try and have at least 4 or 5 months worth of premiums saved in your accounts to get you through the winter layoff months. If "banking:" is not accomplished, Sioux City Engineering will be forced to cancel your insurance coverage effective the last month premiums are available. Health insurance coverage may be reinstated within 30 days of your return in the spring. If coverage is not reinstated within the 30 days, your policy will be cancelled, and you will not be eligible to sign up for coverage until open enrollment.

As health care costs continue to rise, the company will attempt to provide suitable health coverage to its employees at an affordable cost. However, when necessary, the company reserves the right to change the portion paid by employees for health insurance premiums.

Group Life Insurance

Included with your health insurance is the following group life insurance:

Employee	\$20,000.00
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Eligibility Requirements for Employee Coverage. A person is eligible for employee coverage from the first day that he or she:

1. Is a full time, active employee of the employer who has completed the 60 days required. An employee is considered to be full time if he or she normally works at least 30 hours per week and is on the regular payroll of the employer for that work.
2. Is in a class eligible for coverage.

Effective Date of Employee Coverage. An employee who is hired will be covered under this Plan as of the first day of the third calendar month that the employee satisfies all of the following:

1. The eligibility requirement of 60 days
2. The actively at work requirement
3. The proof of health requirement
4. The enrollment requirements of the plan

Timely Enrollment: The enrollment will be “timely” if the completed form is received by the office no later than 31 days after the person becomes eligible for the coverage.

Late Enrollment: A late enrollee means a participant or dependent that enrolls under the plan other than during the first 31-day period in which the individual is eligible to enroll under the plan or a Special Enrollment Period.

Please refer to your Plan Document and Summary Plan Description for Specialized, Inc for further information on your health insurance.

COBRA CONTINUATION OPTIONS

Federal law gives certain persons the right to continue their health care benefits beyond the date that they might otherwise terminate. The continuing person must pay the entire cost. Coverage will end if the covered individual fails to make timely payment of contributions or premiums (within a maximum

of 45 days during initial premium/contribution and 30 day thereafter). This law is referred to as "COBRA", which stands for the Consolidated Omnibus Budget Reconciliation Act of 1985. Life insurance, accidental death and dismemberment benefits and weekly income or long term disability benefits (if part of the employer's plan) are not considered for continuance under COBRA.

Maximum Time Periods:

Continuation will be available for a qualified beneficiary up to the maximum time period shown in item (1) or (2) below. Combined qualifying events will not continue a beneficiary's coverage for more than 36 months beyond the date of the original qualifying event.

- (1) Up to 18 months for an employee and his covered dependents when coverage terminated due to a reduction of hours worked, or termination of employment for reasons other than gross misconduct.

NOTE: An individual, who is disabled, including any nondisabled family members who are entitled to COBRA coverage, may have COBRA coverage extended (and an extra fee charged) from 18 months to 29 months provided that:

- a. The individual is determined as being disabled for Social Security purposes on the date of the qualifying event or within the first 60 days of COBRA coverage; and
 - b. The individual notifies the Plan Administrator within 60 days of the Social Security Administration's determination of disability or within the original 18-month COBRA period, which applies to the person.
- (2) Up to 36 months for:
 - a. A covered child who ceases to be an eligible dependent;
 - b. A covered dependent of a deceased employee;
 - c. A former covered spouse whose coverage ceases due to divorce or legal separation;
or
 - d. A covered dependent when the employee's coverage ceases due to eligibility for Medicare.

Continued coverage may also cease before the end of the maximum period on the earliest of:

- (1) The date that the employer ceases to provide a group health plan to any employee; or
- (2) The date that the qualified beneficiary first becomes, after the date of election (a) covered under any other group health plan or (b) entitled to benefits under Medicare. However, a qualified beneficiary who becomes covered under a group health plan which has a pre-existing conditions limit must be allowed to continue COBRA coverage for the length of a pre-existing condition or to the COBRA maximum time period, if less. COBRA coverage may be terminated if the qualified beneficiary becomes covered under a group health plan with

a pre-existing conditions limit, if the pre-existing conditions limit does not apply to the qualified beneficiary by reason of the group health plan portability, access and renew ability requirements of the Health Reform Act, ERISA or the Public Health Services Act.

Notice Requirements:

When coverage terminates due to an employee's death, termination or eligibility for Medicare, the employee has 30 days in which to notify the Plan Administrator of the qualifying event.

When coverage terminated due to divorce, legal separation or change of dependent status, the qualified beneficiary has 60 days from the qualifying event or from the date coverage terminates in which to notify the Plan Administrator that the qualifying event has occurred.

Complete instructions on how to elect continuation will be provided by the Plan Administrator within 14 days of receiving notice of the qualifying event. Covered persons then have 60 days in which to elect continuation. The 60 day period is measured from the later of the date coverage terminates or the date notice of the right to continue is sent. If continuation is not elected in that 60-day period then the right to elect continuation ceases.

VOLUNTARY INSURANCE PLANS

LIFE INSURANCE: Life insurance is available to all full-time employees. Coverage will become effective at the same time as the health insurance. Premiums are based on age. Employees pay the full premium. This life insurance is not available to dependents. Please check in the office if interested in voluntary life insurance.

DENTAL: Dental insurance is also available to all full-time employees and their dependants. Coverage will become effective at the same time as the health insurance. The renewal date for dental insurance is always January 1. Employees pay the entire premium. Check with the office for the current rates. If you should decided to cancel your dental insurance, no premium monies can be returned to the employee. This is due to the fact that dental insurance premiums are pre-tax dollars. Therefore, you will remain on the policy until you have used up the banked premium.

ACCIDENT, DISABILITY ETC: Sioux City Engineering Co works with an independent insurance broker to make disability, hospitalization and accident plans available to all employees. These policies are open for enrollment once a year. Policies may be cancelled at any time, but cannot be picked up again until the enrollment date. Any monies banked for accident, hospital or cancer policies cannot be refunded to the employee due to the fact that these premiums are also pre-tax dollars. You will remain on the policy until the premiums you have banked have run out. For any benefits, please consult the Plan Descriptions Booklet.

PENSION PLAN: Sioux City Engineering Co offers a 401(k) plan to all employees who have met the eligibility and participation rules to participate. You will be eligible to participate in the plan after the first day you are employed. You will become a participant on the first or seventh month of the calendar year only. You can elect to defer up to 50% of your compensation each year instead of receiving that amount in cash. Your total deferrals in any taxable year may not exceed a dollar limit which is set by law.

Employer Contributions to the Plan

Your Employer will make a safe harbor matching contribution equal to 100% of your salary deferrals that do not exceed 3% of your compensation plus 50% of your salary deferrals between 3% and 5% of your compensation. This safe harbor matching contribution is 100% vested.

For a participant to qualify for a matching contribution the employee must be actively employed for 1,000 hours.

TERMINATION OF EMPLOYMENT

Gross Misconduct will result in termination of your employment. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment.

1. If you are found to use or possess drugs or drug paraphernalia which will impair the safe operation of equipment.
2. If you are under the influence of alcohol or drugs when you report for work or while on duty.
3. If you fail to report any accident; or misreport the details of the accident.
4. If you cause a serious accident.
5. While representing the company, your behavior is detrimental to the company and/or our customers. You are expected to be courteous at all times.
6. Failure to follow instruction.
7. Dishonesty.
8. Falsifying or altering any Company record or report, such as an application for employment, medical report, or time record.
9. Engaging in any form of harassment or sexual harassment.
10. Stealing the company's property, a customer's property or the property of any employee.

Upon termination of employment your last check cannot be released until all paperwork is complete. Sioux City Engineering Co will determine if the terminating employee has any outstanding debt owed to the company and whether the individual has in his/her possession any tools, keys, safety equipment, or other company property.

If employment is less than six (6) months you will be charged for the cost of any physical, drug test, safety vest or company sponsored equipment. If you are in the pension plan, the Request for Benefits Form must be completed. If you have health insurance, you will be charged for the remainder of the current month premium and you will be required to sign the form stating you wish to cancel your insurance or continue the insurance at your expense.

ABSENTEEISM AND TARDINESS

If you are absent from work or are going to be late, you must call and talk to your supervisor or foreman. If your foreman cannot be reached, you may call the office and speak to someone there. You are **NOT** to leave a message on the answering machine. You must call within 30 minutes of your scheduled start time. The employee must call and no one else unless the employee is incapacitated.

If an employee is enrolled in a work release program, you must provide written notification of any requested absences 24 hours in advance.

If absences are due to illness, you must provide a written return to work release from a medical professional after 5 days of absenteeism before you will be allowed to return to work.

Sioux City Engineering Co has adopted a policy of “three strikes and you’re out”. Employment will be terminated for excessive tardiness and/or absenteeism. You will be given a verbal warning by your supervisor.

ON THE JOB INJURIES

Report all job related accidents or injury, no matter how slight, to your supervisor immediately. In no event should an accident or injury be reported later than the end of the workday the day it occurred.

The company will provide the proper forms for reporting job-related accidents, injuries and illnesses. Failure to timely and fully report your injury may result in disciplinary action and the delay or denial of final benefits and payment of medical bills.

Sioux City Engineering Co will assign a company physician for any injuries. Any referrals will come from the company physician. Any missed scheduled appointments could have an effect on your benefits.

Every injury will be investigated to determine preventability and/or negligence.

CELL PHONE USE

Non emergency cell phone use is prohibited during work hours.

WEATHER CONDITIONS

Company policy regarding work during extreme weather conditions will be as follows:

Heat: Crews will be expected to work unless the heat index reaches 115 degrees.

Cold: If the wind chill reaches -10 degrees, crews will be excused from work until such time as the wind chill is no longer a factor.

Concealed Weapons Policy

Employees may not, at any time while on any property owned, leased or controlled by Sioux City Engineering Company and or Specialized, Inc, including anywhere that company business is conducted, such as customer locations, client locations, trade shows, restaurants, company event venues, and so forth, possess or use any weapon.

Weapons include, but are not limited to, guns, knives or swords with blades over four inches in length, explosives, and any chemical whose purpose is to cause harm to another person.

Regardless of whether an employee possesses a concealed weapons permit (CCW) or is allowed by law to possess a weapon, weapons are prohibited on any company property. They are also banned in any location in which the employee represents the company for business purposes, including those listed above.

Employees who violate this policy will be subject to disciplinary actions, up to and including employment termination. The employment termination would be characterized as termination for cause.

SAFETY POLICY

Sioux City Engineering Co recognizes the importance of safety, and expects every employee to consider safety a condition of continued employment.

The efficiency of Sioux City Engineering Co can be measured directly by its ability to control loss. Accidents resulting in personal injury, damage to property and equipment represent needless suffering and waste. Management's responsibility is to provide the safest conditions and equipment for all employees. Sioux City Engineering Co's policy on safety is as follows:

1. Safety of the employee, the public and the operation is paramount and every attempt will be made to reduce the possibility of accident occurrence.
2. Safety shall take precedence over expediency or short cuts.
3. The company intends to comply with all Federal, State and Local laws and regulations.

It shall be the responsibility of every employee to demonstrate an attitude, which reflects this policy of safety as outlined in our Company Safety Programs.

EQUAL EMPLOYMENT & AFFIRMATIVE ACTION POLICY

Sioux City Engineering Co is an equal employment opportunity and affirmative action employer in compliance with applicable state and federal law. The Company does not discriminate on the basis of race, sex, age, religion, color, creed, national origin, handicap, or veterans.

The Company recruits, hires, trains and promotes persons in all job titles, without regard to race, gender, age, religion, color, creed, national origin, handicap, or veteran. The Company makes employment and promotion decisions so as to further the principal of equal employment opportunity. The Company is also committed to making sure all personnel actions such as compensation, benefits, transfers, layoffs, company sponsored training, education, tuition, assistance, social recreation programs, will be administered in a manner that affords equal opportunity to all employees.

Specifically forbidden is harassment of a sexual, racial, ethnic, or religious nature. Such harassment includes unsolicited remarks, gestures or physical contact, display or circulation of written materials or pictures derogatory to either gender or to racial, ethnic or religious groups; or basing personnel decisions on an employee's response to sexually-oriented requests. Any employee who experiences conduct of this sort should bring it to the attention of his or her supervisor, department head or to the Personnel Manager. Any employee violating the

company's rule against harassment of employees may be subject to discipline, up to and including discharge.

Any suggestion, complaint, concern, or question about continued compliance with the Company's equal employment opportunity of affirmative action policy should be addressed to management immediately.

DRUGS AND ALCOHOL ABUSE POLICY

It is the intent of Sioux City Engineering Co to abide by all D.O.T. rule pertaining to its trucking operation. In addition, Sioux City Engineering Co has adopted the D.O.T. drug and alcohol policy to all its trucking operations involving vehicles with GVWs of 10,000 lbs or more. Sioux City Engineering Co's policy is to have a drug and alcohol free workplace. The drug and alcohol testing outlined by this policy is one method that the company uses to fulfill that requirement.

Drug or alcohol use may pose a serious threat to driver's health and safety. It is, therefore, the policy of Sioux City Engineering Co to prevent substance use or abuse from having an adverse effect on our drivers. Sioux City Engineering Co maintains that the work environment is safer and more productive without the presence of alcohol, illegal or inappropriate drug in the body or on company property. Furthermore, drivers have a right to work in an alcohol and drug-free environment and to work with drivers free from the effects of alcohol and drugs. Drivers who abuse alcohol or use drugs are a danger to themselves and their coworkers.

The federal government has recognized the adverse impact of substance abuse by drivers. The Federal Highway Administration (FHWA) has issued regulations, which require the company to implement a controlled substance testing program. Sioux City Engineering Co will comply with these rules. All drivers are advised that remaining drug-free and medically qualified to drive are conditions of continued employment with Sioux City Engineering Co. Any driver who becomes disqualified or uninsurable as a D.O.T. or regulated driver will be considered to have self-terminated employment with Sioux City Engineering Co.

Specifically, it is the policy of Sioux City Engineering Co that the use, sale, purchase, transfer, possession or presence in one's system of any controlled substance (except medically prescribed drugs) by any driver while on company premises, engaged in company business, while operating company equipment, or while under the authority of the company is strictly prohibited. FWHA states that mandatory testing must apply to every person who operates a commercial vehicle in interstate or intrastate commerce and is subject to the CDL licensing requirement. All drivers are required to operate under CDL licensing requirements.

Any confirmation test and follow up program expenses are the responsibility of the employee. Supervisors will confiscate any suspected evidence and the employee will release any suspected evidence or the employee self-terminates his employment.

Within 14 days of performing a safety-sensitive function, D.O.T. regulations require that the company obtain certain drug and alcohol testing records from the driver's previous employers for the previous two years. Sioux City Engineering Co will verify that no prior employer of the driver has records indicating a violation of any D.O.T. rule pertaining to controlled substance or alcohol use within the previous two years. As a condition to employment, the driver shall provide Sioux City Engineering Co with a written authorization for all previous employers within the past two years to release such drug and alcohol testing records as the regulation require.

I

PRUPOSE

COMPLIANCE WITH FEDERALLY MANDATED TESTING REQUIREMENTS

The Federal Highway Administration, D.O.T. section 391.83 requires motor carriers and persons who operate commercial motor vehicles in interstate commerce to implement a controlled substance and alcohol testing program. The purpose of said testing program is to reduce highway accidents that result from driver use of controlled substances and alcohol. Controlled substances to include marijuana, cocaine, opiates, amphetamines and phencyclidine.

II

DRUG USE PROHIBITIONS

1. No driver shall be on duty if the driver uses any controlled substances except as provided for in Part III. Hereof (prescription drugs).
2. No driver shall be on duty if the driver tests positive for use of controlled substance except as provided for in Part III.
3. A person who tests positive for the use of a controlled substance shall be deemed medically unqualified to operate a commercial motor vehicle.
4. A person who refuses to be tested for controlled substances shall not be permitted to operate a commercial vehicle. Such refusal shall be treated as a positive test and subject the driver to the restrictions contained in Part X.

The new alcohol rule prohibits any alcohol misuse that could affect performance of a safety sensitive function, including:

1. Use while performing safety sensitive functions.
2. Use during the 4 hours before performing safety sensitive functions.
3. Reporting for duty or remaining on duty to perform safety sensitive functions with an alcohol concentration of 0.04 or greater.
4. Possession of alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines containing alcohol (prescription or over the counter), unless the packaging seal is unbroken.
5. Use during 8 hours following an accident, or until undergoing a post-accident test.
6. Refusal to take a required test.

III

PRESCRIBED DRUGS

Any driver who is alleged to have violated the Drug Use Prohibition set forth in Part II shall have available as an affirmative defense, proven by the driver through clear and convincing evidence, that use of a controlled substance (except for methadone) was prescribed by a licensed medical practitioner who is familiar with the driver's medical history and assigned duties.

Drivers are required to notify the Employer of therapeutic drug use. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol which, when consumed, causes an alcohol concentration in excess of those prescribed in Part 382 Subpart B (FMCSR).

IV

PRE-EMPLOYMENT TESTING OF DRIVERS

1. Employer requires all driver-applicants to be tested for the use of controlled substances as a prequalification condition.
2. Prior to collection of a urine sample, a driver-applicant shall be notified that the sample will be tested for the presence of controlled substances.
3. If the test indicated the presence of influence of a controlled substance, the applicant will be accorded a reasonable opportunity to rebut or explain the results.
4. Any applicant with positive results who is unable to rebut or explain the results of the test will be denied employment.
5. Employer will retain the results of the testing in the driver qualification file.

V

DRIVER EMPLOYEES

1. Employer requires all drivers to be tested for use of controlled substances during his/her first medical examination after implementation of the drug testing program.
2. Effective December 21, 1991, Sioux City Engineering Co did implement a random selection process to select and request drivers to be tested for use of controlled substances and alcohol.
3. Drivers will submit to controlled substance and alcohol testing when selected by the random selection process implemented by the employer.

IV

REASONALBE CAUSE TESTING REQUIREMENTS

1. The employer may require a driver to undergo a drug test and/or alcohol test for use of controlled substances and/or alcohol when the Employer has reasonable cause to believe that the Employee/Driver's normal faculties are impaired on the job.
2. Reasonable cause means that the Employer believes the actions or appearance or conduct of a driver, on duty, are indicative of the use of a controlled substance.
3. A driver shall submit to testing for use of controlled substances and/or alcohol when requested to do so by the employer after a reasonable cause determination is made by the employer.
4. The employer shall immediately transport the driver to a collection site for the collection of a urine sample.
5. The reasonable cause conduct must be witnessed by at least two (2) supervisors, if at all feasible, If only one (1) supervisor is available, only one (1) supervisor needs to witness

said conduct. The witness must have received training in the detection of probable drug use by observing a person's behavior.

VII POST ACCIDENT TESTING

Currently federal regulations place the burden of compliance with post-accident alcohol and drug testing regulations on the driver. Therefore, all drivers are required to provide a breath test and a urine specimen to be tested for the use of controlled substances "as soon as practicable" after an accident. The driver shall remain readily available for such testing or may be deemed by the alcohol and drug program administrator to have refused to submit to testing. No alcohol may be consumed for 8 hours after the accident or until a test is conducted. If the driver is seriously injured and cannot provide a specimen at the time of the accident, he/she shall provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any controlled substances in his/her system.

An accident is defined by FHWA regulations as an accident that results in the death of a human being or bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or which has had one of the vehicles towed from the scene of the accident. Except for a fatality accident, verification of the driver's responsibility in the above accident scenario must be established by a citation to the driver.

VII RANDOM TESTING

The company will conduct random testing for all covered drivers as follows:

1. Sioux City Engineering will adopt a Company wide selection process.
2. The random testing will provide for alcohol testing of at least twenty five percent (25%) and for drug testing of at least fifty percent (50%) of all covered drivers.
3. The random testing will be reasonably spaced over any twelve (12) month period.
4. Once notified, a driver must proceed immediately to the assigned collection site.

IX NOTIFICATION OF TEST RESULTS

1. The medical review officer will notify the driver of the results of controlled substance test provided the results are positive and what drug was discovered.
2. The Employer will notify a driver applicant of the result of a pre-employment controlled substance test within sixty (60) days of the disposition of his/her employment application when requested to do so by the applicant.
3. All record relating to the administration and results of the drug testing program will be maintained by the employer for a minimum of five (5) years except a negative test result, which will be maintained for a minimum of twelve (12) months.

4. A medical review officer shall be the sole custodian of individual's test results. The medical review officer shall retain the reports of individual test results for a minimum of five (5) years.
5. Employer will retain in the employee's qualification file such information that will indicate only the following:
 - a. The employee submitted to a controlled substance test
 - b. The date of such test.
 - c. The location of such test.
 - d. The identity of the person or entity performing the test.
 - e. Whether the test finding was "positive" or "negative".
6. Employer shall produce upon demand and shall permit the Administrator of the Federal Highway Administration to examine all records related to the administration and results of controlled substance testing performed under this part.
7. Employer shall maintain an annual (calendar year) summary of the records related to the administration and results of the controlled substance testing program performed under this subpart. This summary shall include, at a minimum:
 - a. The total number of controlled substance tests administered.
 - b. The number of controlled substance tests administered in each category (i.e., pre-qualification, periodic, reasonable cause, and random).
 - c. The total number of individuals who did not pass a controlled substance test.
 - d. The total number of individuals who did not pass a controlled substance test by testing category.
 - e. The disposition of each individual who did not pass controlled substance test.
 - f. The number of controlled substances tests performed by a laboratory that indicated evidence of a prohibited controlled substance or metabolite in the screening test in a sufficient quantity to warrant a confirmatory test.
 - g. The number of controlled substance tests performed by a laboratory that indicated evidence of a prohibited controlled substance or metabolite in the confirmatory test in a sufficient quantity to be reported as a "positive" finding to the medical review officer; and
 - h. The number of controlled substance tests that were performed by a laboratory that indicated evidence of a prohibited controlled substance or metabolite in the confirmatory test in a sufficient quantity to be reported as a "positive" finding by substance category.

X

CONFIDENTIALITY

1. No person may obtain the individual tests results retained by a medical review officer, and no medical review officer shall release the individual test results of any employee to any person, without first obtaining written authorization from the tested employee. Nothing in this paragraph shall prohibit a medical review officer from releasing, to the employing motor carrier; the information delineated in Part VIII.

2. No person may obtain the information delineated in Part VIII, of this part and retained by the employer without first obtaining written authorization from the tested employee.
3. Drivers are entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substance test.

XI DISQUALIFICATION

1. Department of Transportation rules specify that any driver who tests positive for any controlled substances becomes "medically unqualified" to drive until such time as he/she tests negative on follow up test.
2. A driver shall be disqualified from driving a commercial vehicle when he/she has a positive drug test.
3. A driver shall be disqualified from driving a commercial motor vehicle by issuance of a letter of disqualification for a period of one year following a refusal to give a urine sample when the driver has been involved in a fatal accident fails to rebut or explain the results of said drug test.
4. A driver shall be disqualified from driving a commercial motor vehicle by issuance of a letter of disqualification for a period of one (1) year for a positive test of controlled substance use when the driver has been involved in a fatal accident.
5. A driver testing positive for alcohol or drug use is subject to disqualification. Refusal to submit to testing will also be considered a positive. Any driver who becomes disqualified or uninsurable as a D.O.T. or regulated driver will be considered to have self-terminated his/her employment with Sioux City Engineering Co.
6. Refusal may be defined as not providing a breath sample or urine as directed, neglecting to sign appropriate control forms, using alcohol within 8 hours of an accident, or engaging in conduct that clearly obstructs the testing process.
7. Any driver testing positive for the presence of a controlled substance will be contacted by the Company's MRO. The driver will be allowed to explain and present medical documentation to explain any permissible use of a drug. All such discussions between the driver and the MRO will be confidential. The company will not be a party to, or have access to matters discussed between the driver and the MRO. If medically supportable reasons exist to explain the positive result, the MRO will report the test result to the company as negative.