

Bunzl Distribution, Inc.

**Drug-Free Workplace Compliance
Manual**



Policy

Bunzl Distribution USA, LLC (“Bunzl”) is committed to maintaining a work environment that is free from the influence of both illegal drugs and alcohol. This commitment is designed to help protect the health, safety and wellbeing of our employees, visitors, customers, and applicants for employment, temporary/contingent workers, and the like. This policy applies to all compensated employees, including officers, directors, and supervisors, and applicants for employment (hereinafter collectively “Covered Persons”). In support of this effort, Bunzl has adopted this Drug and Alcohol-Free Workplace Policy (the “Policy”) for all non-DOT full-time, part-time, hourly, salaried, seasonal, temporary, and contingent workers at all Bunzl locations (other than those working in the State of Maine who are covered by a separate policy), including managers and supervisors. Because substance abuse at or away from work can seriously endanger the safety of employees and render it impossible to supply top-quality products and service, Bunzl has also implemented a formal Employee Assistance Program to help employees in this capacity.

To this end, Bunzl has adopted a comprehensive list of guidelines designed to maintain a drug and alcohol-free workplace and to ensure compliance with all applicable regulations and requirements. Facets of this program may also extend to contractors and other persons conducting work on behalf of the company.

Bunzl will enforce this Policy in a manner that is consistent with applicable federal, state, and local law.

This Policy is effective January 1, 2021 and supersedes any prior policy as well as other written or oral statements or representations by Bunzl that are inconsistent with this Policy.

Please note: this Policy in no way guarantees employment for a certain period or otherwise alters an at-will employment relationship with Bunzl.

Definitions: For purposes of this Policy, the following capitalized words and terms mean:

1. **Illegal Drug** - means any drug or controlled substance that is not legally obtainable under both applicable state and federal law without a valid prescription, including but not limited to amphetamines, barbiturates, benzodiazepines, cocaine, designer drugs, hallucinogens, marijuana, methaqualone, opioids (opiates, such as heroin, codeine, morphine, and semi-synthetic/synthetic opioids, such as hydrocodone, hydromorphone, oxycodone, oxymorphone, and methadone), phencyclidine (PCP), propoxyphene, and/or any substances and/or materials that are prohibited by federal or applicable state regulations.
2. **Premises or Property** – means buildings, parking lots, vehicles owned or leased by Bunzl or used for Bunzl purposes, work facilities and plants, warehouses, equipment, or land used by Bunzl or its customers or suppliers.
3. **Safety-Sensitive Positions** - means positions that require tasks involving a potential risk of injury to self or others, or as otherwise defined by applicable federal, state, or local law. Any Covered Persons responsible for the health, safety, and welfare of Bunzl employees are also considered to work in a Safety-Sensitive Position. See Appendix A.
4. **Unauthorized Substances** – means over the counter or prescription drugs used, possessed, purchased, obtained, transferred, dispensed, trafficked, sold, or distributed

in violation of this Policy. See “Prohibitions” number 4 (A) – (D) below. Unauthorized substances also include substances that cause drug-like effects, but which may not necessarily be illegal under applicable laws, used for a purpose other than their intended purpose, e.g., specifically includes the inhalation of intoxicating substance (e.g., nitrous oxide, glue, cleaning products) and used in an unsafe manner or quantity so as to impair the employee’s ability to safely and adequately perform his/her job responsibilities.

Prohibitions: Covered Persons are prohibited from engaging in the conduct outlined in this section:

1. Covered Persons are prohibited from reporting to work, being on Bunzl Premises or Property, or performing work (on or off Bunzl’ Premises or Property) while under the influence of alcohol, Illegal Drugs and/or Unauthorized Substances.
2. Covered Persons are prohibited from applying for employment, reporting to work, being on Bunzl Premises or Property, or performing work (on or off Bunzl Premises or Property) with alcohol in his/her system sufficient to yield a positive alcohol test result of at least 0.02 BAC and/or with Illegal Drugs (and/or drug metabolites) in his/her system which meets or exceeds nationally accepted standards for determining detectable levels of controlled substances as adopted by the federal Substance Abuse and Mental Health Services Administration or applicable state law. A Covered Person who has alcohol in his/her system to yield a positive alcohol test result of 0.01-0.019 BAC two times in a twelve-month period will be subject to disciplinary action up to and including termination.
3. Covered Persons are prohibited from using, possessing, purchasing, selling, manufacturing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic, or distribute) alcohol, Illegal Drugs and/or Unauthorized Substances, including related paraphernalia, in any amount, in any manner or at any time, on Bunzl Premises or Property, or while performing work (on or off Bunzl Premises or Property).
4. Covered Persons are prohibited from using, possessing, purchasing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic, or distribute) over the counter, or prescription drugs on Bunzl Premises or Property or while performing work, as set forth below. Specifically, Covered Persons are prohibited from using, possessing, purchasing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic, or distribute):
 - (A) prescription drugs that are not prescribed to the Covered Person and/or prescribed on an invalid or non-current prescription.
 - (B) prescription drugs that are prescribed to the Covered Person at non-therapeutic levels or used in a manner or quantity other than as set forth in the prescription.
 - (C) over-the-counter drugs in a manner or quantity other than set forth in the directions; or
 - (D) over the counter or prescription drugs in an unsafe manner.
5. Covered Persons are prohibited from refusing to provide an adequate drug or alcohol test sample/specimen without a valid medical basis, refusing to cooperate during collection or testing, or failing to report (or report promptly) to the collection site

without a legitimate reason.

6. Covered Persons are prohibited from providing an altered, adulterated, diluted, or substituted drug or alcohol test sample or specimen. Covered Persons are prohibited from using a device or substance to interfere or attempt to interfere with a drug or alcohol test.
7. Excepting the need for first-aid or emergency medical care (or where otherwise provided by law), Covered Persons asked to submit to a post-accident or reasonable suspicion alcohol or drug test are prohibited from using alcohol or drugs (including over the counter or prescription drugs) for eight hours following the accident or determination of reasonable suspicion, or until the Covered Person undergoes an alcohol or drug test, whichever occurs first.
8. Covered Persons are prohibited from failing or refusing to report a conviction for a drug-related offense within five (5) days of such conviction, even if the activities giving rising to the conviction did not occur on Bunzl Premises or Property, or while performing work for Bunzl.

Marijuana: Note that it is Bunzl intention to comply with all applicable federal, state, and local laws. Where state and federal law differ, however, Bunzl will comply with federal law, except where otherwise provided. For example, some state laws permit the use and possession of marijuana for medical and/or non-medical purposes, but federal law does not. In the absence of state law to the contrary, Bunzl considers marijuana to be an Illegal Drug for purposes of this Policy in *all* states – even those states that allow for medical and/or non-medical use. Moreover, even if an individual's use of marijuana may otherwise be permissible under state law, the use or possession of marijuana or being under the influence or impaired by marijuana on Bunzl Premises or Property or while performing work for Bunzl is strictly prohibited.

To the extent applicable state law prohibits it, Bunzl will not discriminate against Covered Persons based on their status as a patient enrolled in a medical cannabis registry program and will not discriminate against such Covered Persons who test positive for cannabis components or metabolites unless the employee used, possessed, or was impaired by medical cannabis on Bunzl's Premises or Property or while performing work for Bunzl.

Alcohol Use at Bunzl Events: Alcohol is served at certain Bunzl-sponsored events and/or business-related activities. At those events, alcohol consumption by Covered Persons (in moderation) does not violate the terms of this Policy so long as the Covered Person exercises good judgment and so long as the Covered Person acts in a lawful, safe, professional, and responsible manner at all times.

Appropriate Use of Prescription Medication

Covered Persons' proper and legal use of over-the-counter medication or medication that has been prescribed by a physician for that Covered Person is not prohibited by this Policy. It is each Covered Person's responsibility to check with a physician or other licensed medical provider regarding whether the use of any medication may adversely affect performance or safety at work. Bunzl does not unlawfully discriminate against employees or applicants on the basis of disability. *Covered Persons who seek a reasonable accommodation due to an underlying disability are encouraged to submit any requests to Human Resources.*

A Covered Person who is using or tests positive for a prescription drug for which he/she has a valid prescription, but which drug use may pose a direct threat to the employee or others in the workplace (or which otherwise adversely affects the employee's job performance), may be subject



to further assessment. In such cases, Bunzl will conduct an individualized assessment of the individual's ability to perform the essential functions of the job in question while utilizing such drug without posing a direct threat to the health or safety of the employee or others in the workplace, before taking any further action related to the employee's employment.

Medication Disclosure

Covered Persons in Safety-Sensitive Positions who are taking a drug or medication which adversely affects, or which may reasonably be expected to adversely affect, the Covered Person's ability to perform work in a safe and productive manner, are required to promptly report the use of such drug and/or medication to Human Resources using the Medications Disclosure Form and Authorization for Release of Information attached hereto. See Appendix B. When making such a disclosure, Covered Persons need not disclose any underlying medical condition unless specifically requested by safety personnel or Human Resources for purposes of evaluating reasonable accommodations while the employee uses the medication. Such disclosures will be, to the extent appropriate, treated confidentially by Bunzl. This Medications Disclosure Form is job-related and consistent with business necessity.

Upon receipt of the completed Medications Disclosure Form, Human Resources, and where appropriate, the Covered Person, the Covered Person's physician and/or the Covered Person's supervisor(s), will determine the appropriate response consistent with applicable law.

Non-Discrimination

In accordance with the Americans with Disabilities Act and state anti-discrimination laws, Bunzl does not discriminate against any Covered Person who is a qualified individual with a disability, who is not currently using Illegal Drugs and who has either successfully completed a rehabilitation program, or who may be currently participating in a supervised rehabilitation program and is no longer using Illegal Drugs. A current disability of any kind, however, does not entitle an employee and/or job applicant to violate any provisions of this policy.

Drug and Alcohol Testing Procedures

Testing: Bunzl will perform drug and alcohol testing on Covered Persons in a manner consistent with applicable law. Bunzl may test for the presence of some or all of the substances defined above as Illegal Drugs and/or alcohol. The following are the types of testing that Bunzl may employ:

1. **Pre-Employment/Post-Offer Testing:** Individuals extended a conditional offer of employment may, as a prerequisite to their employment with Bunzl, be required to submit to a drug test. Failure to report for a pre-employment drug screen within twenty-four (24) hours of receiving paperwork and instructions to do so will be interpreted as a refusal to comply with the policy and treated as a positive drug screen. In the event of a positive drug screen, including a refusal to comply with the policy, the applicant may not reapply for employment with Bunzl for a period of twelve (12) months.
2. **Post-Accident Testing:** Covered Persons will be drug/alcohol tested (where permitted by applicable law) following an injury or accident, in which they were involved, that there is an injury or accident, in which they are involved, that (i) resulted in a fatality, (ii) requires medical attention beyond first aid or results in lost work time, (iii) caused property damage (including damage to vehicles owned or leased by Bunzl or being used for Bunzl purposes) in a significant amount, or (iv) puts the health and safety of any person in imminent risk. Drug/alcohol testing under this section will be undertaken as soon as practicable after the reported injury or accident and administered to



Covered Persons who Bunzl reasonably believes may have contributed to the injury or accident. The sample for the drug/alcohol testing will be collected as soon as possible after Bunzl has notice of the accident, but no later than 32 hours after the accident and alcohol testing must occur within 8 hours of the accident. Drug/alcohol testing under this section will be applied in a neutral fashion, to foster a safe work environment, and will only be undertaken to identify drug/alcohol use in the recent past. Testing under this section will not be undertaken to retaliate against employees for reporting workplace injuries. Employees who have been required to submit to a drug /alcohol test because of an accident will not be allowed to drive themselves to a clinic for drug/alcohol testing or return to work until the results of the drug/alcohol test become available to Bunzl.

3. **Reasonable Suspicion/For Cause Testing:** Covered Persons will be drug/alcohol tested when there is a reasonable belief based on specific facts and rational inferences drawn from those facts that a Covered Person is engaged in the inappropriate or illegal use of drugs/alcohol and/or has violated this Policy (where permitted by applicable law). Such specific facts and reasonable inferences would include, but are not limited to, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of a Covered Person. Such specific facts and reasonable inferences should, when possible, be observed by two or more people. Such persons will not be allowed to drive themselves to a clinic for drug/alcohol testing or return to work until the results of the drug/alcohol test become available to Bunzl.

Testing Procedures:

Drug or alcohol test samples/specimens (typically breath in the case of alcohol and typically urine, oral fluid, or hair in the case of drugs) will be collected in private by a certified collector approved by Bunzl. The collector will maintain appropriate chain of custody procedures and documentation. All reasonable attempts will be made to protect the privacy of individuals providing drug/alcohol samples/specimens and sample collection shall be conducted in accordance with applicable federal, state, or local law.

Immediately after Bunzl determines that a Covered Person shall be tested, a Bunzl representative will direct or escort the Covered Person to a collection site or certified collector to facilitate the collection of the appropriate specimen. A Covered Person has the right to refuse testing. However, a refusal to test will be treated as a failure to comply with Bunzl's policy and may result in withdrawal of a job offer or disciplinary action up to and including termination of employment.

Bunzl will pay the full cost of any testing it has requested or required of a Covered Person, with employees being reimbursed for the reasonable cost of any transportation to and from the designated collection facility. (Job applicants will not be reimbursed for the cost of transportation to and from the designated collection facility.)

Bunzl will normally schedule testing of currently employed Covered Persons during, or immediately before or after, a regular work period. Time spent complying with testing required by Bunzl under this policy is considered work time for purposes of compensation and benefits.

Testing Results:

A Covered Person shall not be deemed to be positive on a drug or alcohol test until the Covered Person's sample/specimen has been subject to confirmatory testing, the confirmatory test will be by gas chromatography mass spectrometry where required by applicable law or by another comparably reliable analytical method. Confirmatory testing will be conducted by a laboratory certified in accordance with applicable federal, state, or local law.



A drug test will be considered positive when the screening levels established by the testing laboratory are exceeded. Information regarding the screening cutoff levels for various drugs will be made available upon request.

If Covered Person's test result is reported from the laboratory as being "adulterated" or "substituted," Bunzl will consider the employee to have refused testing. Any Covered Person who refuses to test will have his/her employment terminated.

If a Covered Person presents a specimen at the collection site that falls outside the range of 90-100 degrees Fahrenheit, it will constitute a reason to believe that the specimen has been altered or substituted. In such cases, the donor supplying the specimen will be asked to have his or her temperature taken to provide evidence to counter the reason to believe that he/she may have altered or substituted the specimen. If the donor refuses to have his/her oral temperature taken or if the reading is inconsistent with the specimen temperature, the donor will be required to submit another specimen under direct observation to the extent allowed by applicable law. If the donor refuses to submit another specimen under direct observation, then it will be considered a refusal to test. As noted earlier, any Covered Person who refuses to test will have his/her employment terminated.

If a Covered Person has a test that is reported by the laboratory to be a "Dilute Negative" specimen, Bunzl will require that the Covered Person be retested, and should be sent immediately upon notification. If a 2nd negative dilute result is received, it will be reported and accepted as a Negative test result per lab standards.

Positive test results (or results determined to be adulterated, diluted or substituted) will be communicated to Bunzl's Medical Review Officer ("MRO"). On receipt of positive test results (or results determined to be adulterated, diluted, or substituted), the MRO will inform the Covered Person of the positive test results and discuss the results with the Covered Person. In this discussion, the MRO will provide the Covered Person with an opportunity, in confidence, to provide a medical explanation for the result (including the opportunity to identify prescription and non-prescription drug use), the opportunity to contest/rebut the positive test result, and/or the opportunity to provide any information the Covered Person feels is relevant. After speaking with the Covered Person, the MRO will report the results to Bunzl as appropriate. Bunzl will then make a determination regarding the appropriate response to the positive test results, which may include discipline up to and including termination of employment.

The results of any and all drug or alcohol tests will be maintained in secure (locked), confidential medical files, separate from personnel files. Bunzl will not release any information regarding the test results outside of Bunzl without the written consent of the individual tested, except as otherwise authorized or required by law. Covered Persons may obtain copies of all information and records relating to the Covered Persons' testing. Covered Persons may explain, in confidence, their test results to Bunzl either orally or in writing.

Covered Persons are hereby on notice that refusal to submit to a test or a positive test result for Illegal Drugs or alcohol could result in an employee being denied, or receiving reduced unemployment benefits or workers' compensation benefits, or both.

Education and Training

To help employees and supervisors better understand the nature of the substance abuse problem and how it affects the workplace, as well as the terms and conditions of this policy, Bunzl makes available educational materials and training sessions on an as-needed basis and provides training in accordance with applicable laws.

Employee Assistance Program



Bunzl provides its employees with access to an Employee Assistance Program (“EAP”) that can offer assistance for substance use. Specifically, the EAP can provide confidential information concerning the dangers of substance abuse and to help in obtaining counseling, treatment, and/or rehabilitation for drug or alcohol abuse. Note that, unless required by law, Bunzl does not pay for drug/alcohol treatment and/or counseling services. Please refer to your medical provider for any benefits that may be offered for treatment and/or counseling services.

EAP eligibility information and EAP contact information can be obtained from Human Resources.

Note that a Covered Person’s first request for assistance from EAP *before* drug or alcohol testing required under this Policy will not itself be used as the basis for disciplinary action. A Covered Person’s request for assistance from EAP *after* drug or alcohol testing will not be a defense to the imposition of disciplinary action where a violation of this Policy has already occurred.

Notification of Policy

Bunzl will notify Covered Persons of this Policy by: (a) statements in all recruiting ads; (b) notices posted at all hiring locations; (c) notices in all online career pages; (d) distributing this Policy; and (e) making copies of this Policy available for inspection by Covered Persons during regular business hours.

Reservation of Rights

Bunzl reserves the right to administer this policy and interpret, change, or rescind the policy in whole or in part, with or without notice or consideration. In addition, changes to the applicable state and federal laws or regulations may require Bunzl to modify or supplement the policy.

Questions

Covered Persons shall direct any questions about this Policy to Human Resources.



STATE ADDENDUM

The following addendum applies to applicants and employees in the identified states only. This addendum shall supplement Bunzl Distribution USA, LLC Drug and Alcohol-Free Workplace Policy and Procedure (the “Policy”). Aside from the provisions set forth in this addendum, the remaining policies contained within the Policy remain in full force and effect. To the extent that the policies and procedures in this Addendum conflict with the general Policy, this Addendum controls.

Alaska

Testing Results

In Alaska, a Covered Person has the right to have a confirmatory drug test reviewed by a licensed physician or doctor of osteopathy. Within 48 hours of a positive confirmation test, the physician or osteopath reviewing the results will contact the Covered Person to discuss the results.

Any Covered Person who desires an opportunity to explain a positive test result in a confidential setting may make that request in writing within 10 days after being notified of the positive test result and Bunzl will provide this opportunity within 72 hours of the request or before taking an adverse employment action.

Covered Persons must submit a request in writing to Bunzl within six (6) months after the date of the test. Bunzl will provide written test results to the Covered Person within five (5) working days after receiving the Covered Person’s written request.

San Francisco, California

Testing Results

San Francisco, California Covered Persons will have the opportunity to have a sample re-tested at a state-licensed, independent laboratory.

Boulder, Colorado

Testing Results

In Boulder, Colorado, a Covered Person may, at his or her own expense, contract with a laboratory meeting the National Institute of Drug Abuse standards to have a second confirmatory test performed on an untested portion of the original specimen, subject to the same chain of custody assurances provided for in the original test.

Notification of Policy

In Boulder, Colorado, applicants must be notified that drug or alcohol testing will be part of the pre-employment screening process. A copy of this policy (and the Boulder Revised Code Chapter 12-3) will be available for inspection by applicants and employees during working hours.



Idaho

Testing Results

In Idaho, a Covered Person who has a positive test result may request that the same sample be retested by a mutually agreed upon laboratory. A request for retest must be made within seven (7) working days from the date of the first confirmed positive test notification and will be at the Covered Person's expense. The Covered Person requesting the retest is responsible for the cost of that retest. If the retest results in a negative test outcome, Bunzl will reimburse the cost of the retest, compensate the Covered Person for his or her time if suspended without pay, or if terminated solely because of the positive test, the Covered Person will be reinstated with back pay.

Iowa

Policy

Definitions: For purposes of this Addendum, the following capitalized words and terms mean:

Illegal Drug means any drug or controlled substance included in schedule I, II, III, IV or V of the federal Controlled Substances Act.

Safety-Sensitive Positions are those in which an accident could cause loss of human life, serious bodily injury, or significant property or environmental damage, including a job with duties that include immediate supervision of a person in a job that meets the requirement of this definition.

Prohibitions: Covered Persons are prohibited from applying for employment, reporting to work, being on Bunzl Premises or Property, or performing work (on or off Bunzl Premises or Property) with a breath alcohol concentration greater than 0.02 and/or with Illegal Drugs (and/or drug metabolites) in his/her system which meets or exceeds nationally accepted standards for determining detectable levels of controlled substances as adopted by the federal Substance Abuse and Mental Health Services Administration or applicable state law.

Drug and Alcohol Testing Procedures

Testing:

Post-Accident Testing: Covered Persons will be drug/alcohol tested post-accident if the accident results in an injury or injuries that are required to be reported under Iowa Code Chapter 88 or caused property damage (including damage to vehicles owned or leased by Bunzl or being used for company purposes) in an amount reasonably estimated at the time to exceed \$1000 dollars.

Testing Procedure:

At the time a sample is collected for drug or alcohol testing of employees, it will be split into two components at the time of collection in the presence of the individual from whom the sample is collected.

If alcohol testing is conducted it must be done according to United States Department of Transportation requirements, which are set forth in Bunzl's Drug and Alcohol Policy for Employees Subject to Department of Transportation Regulations.

Testing Results:

All confirmation testing in Iowa will be conducted at a laboratory certified by the U.S. Department of Health and Human Services or approved under rules adopted by the Iowa Department of Public Health.

Positive test results will be communicated to the Covered Person (and to the parent of an employee if the employee is a minor) by certified mail, return receipt requested.



Disciplinary action shall be based only on the results of the drug or alcohol test. Disciplinary action may include: (a) requiring the Covered Person to enroll in a Bunzl-provided or approved rehabilitation, treatment or counseling program in circumstances as described below, (b) suspension, with or without pay, for a specified period, (c) termination of employment, or (d) refusal to hire an applicant for employment. If Bunzl receives a confirmed positive test for alcohol that exceeds .04% BAC and the Covered Person has been employed by Bunzl for at least 12 of the preceding 18 months and has not previously violated this policy and if the Covered Person agrees to participate in a rehabilitation program, Bunzl will require the Covered Person to enroll in a rehabilitation, treatment or counseling program that is provided or approved by Bunzl. Bunzl will not take any adverse action against the Covered Person if he/she complies with the requirements of rehabilitation and successfully completes the rehabilitation. The costs of the rehabilitation program shall be apportioned as follows:

(a) The costs of rehabilitation shall be apportioned as provided under the employee benefit plan, if applicable.

(b) If no employee benefit plan exists and the Iowa Covered Person has coverage for any portion of the costs of rehabilitation under any health care plan of his/her own, the costs of rehabilitation shall be apportioned as provided by the health care plan with any costs not covered by the plan apportioned equally between the Covered Person and Bunzl. However, Bunzl shall not be required to pay more than two thousand dollars toward the costs not covered by the Iowa Covered Person's health care plan.

(c) If no employee benefit plan exists and the Covered Person does not have coverage for any portion of the costs of rehabilitation under any health care plan of his/her own, the costs of rehabilitation shall be apportioned equally between the Iowa Covered Person and Bunzl. However, Bunzl shall not be required to pay more than two thousand dollars towards the cost of rehabilitation under this subparagraph. Rehabilitation required pursuant to this section shall not preclude Bunzl from taking any adverse employment action against the Covered Person during the rehabilitation based on the Covered Person's failure to comply with any requirements of the rehabilitation, including any action by the Covered Person to invalidate a test sample provided by the Covered Person pursuant to the rehabilitation.

Employee Assistance Program

Bunzl may furnish some of the costs of drug and alcohol treatment and/or counseling services as required by law.

Minnesota

Non-Discrimination

In accordance with Minnesota's Medical Cannabis law, Bunzl does not discriminate against Covered Persons based on their status as a patient enrolled in the medical cannabis registry program or based on a positive test result for cannabis components or metabolites unless the patient used, possessed, or was impaired by medical cannabis on Bunzl premises or during working hours.

Substance Abuse Testing

Covered Persons in Minnesota may be tested for drugs only in the following circumstances:

Applicant Testing: Following a conditional job offer, all Covered Persons must undergo drug and alcohol testing. If the job offer is withdrawn, Bunzl will inform the Covered Person of the reason for its action.

Reasonable Suspicion: Bunzl may test Covered Persons for drugs and/or alcohol when a supervisor and/or manager has reasonable suspicion that Covered Persons s: (1) are under the influence of drugs or alcohol; or (2) have violated Bunzl's written work rules prohibiting the use,



possession, sale, or transfer of drugs or alcohol while Covered Persons are working or while Covered Persons are on Bunzl's premises or operating Bunzl's vehicles, machinery, or equipment. Reasonable suspicion means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

Post-Incident/Accident: Bunzl will test employees for drugs and/or alcohol when a supervisor and/or manager has reasonable suspicion that Covered Persons: (1) have sustained a personal injury (as defined in the Minnesota Workers' Compensation Act), or have caused another Covered Persons to sustain a personal injury, which injuries are arising out of and in the course of employment; (2) have caused a work-related accident; or (3) were operating or helping to operate machinery, equipment or vehicles involved in a work-related accident. Reasonable suspicion means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

Treatment Program Testing: All Covered Persons may be requested or required to undergo drug and/or alcohol testing if the employee has been referred by Bunzl for chemical dependency treatment or rehabilitation. All referred Covered Persons will be subject to unannounced follow-up testing for the illegal use of drugs and/or to testing for alcohol use when such alcohol and/or drug testing is job-related and consistent with business necessity. Follow-up testing applies during the evaluation or treatment period and for the two (2) year period following the completion of the treatment program. Follow-up testing may include a return-to-duty test.

Consequences of Policy Violations

Covered Persons who engage in any of the prohibited conduct listed above are in violation of this Policy and are subject to discipline, up to and including termination, at Bunzl's sole discretion. Bunzl will not discharge a Covered Person if the Covered Person tests positive on a confirmatory test and the confirmed positive is the first such result under Bunzl's policy (i.e., a first-time offender). Instead, Bunzl will give the Covered Person an opportunity to participate in, at the Covered Person's expense or pursuant to any coverage under an employee benefit plan, counseling, or rehabilitation program.

Bunzl may discharge a Covered Person who refuses to participate in counseling or rehabilitation or has failed to successfully complete the program as evidenced by withdrawal from the program before its completion or has a positive test result on a confirmatory test after completing the rehabilitation program.

Bunzl may temporarily suspend the tested Covered Person or transfer that Covered Person to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest where Bunzl believes it is necessary to protect the health or safety of the Covered Person, co-employees, or the public. All positive initial tests must be verified by a confirmatory test before discipline is imposed or a conditional job offer is withdrawn.

Procedural Requirements – Testing & Test Results

General Testing Procedures: Drug or alcohol test samples/specimens (typically blood or urine) will be collected in private by a certified collector approved by Bunzl. Breath tests may be used only as a screening tool. Blood must be used as confirmatory test specimen for alcohol tests. The collector will maintain appropriate chain of custody procedures and documentation. All reasonable attempts will be made to protect the privacy of individuals providing drug/alcohol samples/specimens and sample collection shall be conducted in accordance with applicable federal, state, or local law. Bunzl will use a testing laboratory that is certified, accredited, or licensed in accordance with Minnesota law.



Notice of Test: Before requesting or requiring a drug and/or alcohol test, Bunzl will provide the Covered Person with a Substance Abuse Policy Acknowledgement of Receipt and Consent Form on which the employee or applicant can acknowledge that he or she has seen Company's drug and alcohol policy.

Notice of Negative Test Results: Within three (3) working days after receipt of a negative test result from the testing laboratory, Bunzl will inform a Covered Person, in writing, of: (1) the negative test result on the initial screening test or the confirmatory test; and (2) the right to request and receive a copy of the test result report.

Notice of Positive Test Results: Within three (3) working days after receipt of a confirmed positive test result from the testing laboratory, Bunzl will inform an applicant or employee, in writing, of: (1) the positive test result on the confirmatory test; (2) the right to request and receive a copy of the test result report; (3) the right to explain the positive result (described below in "Explaining Positive Test Results"); and (4) the right to request a confirmatory retest of the original sample, at his or her own expense.

Explaining Positive Test Results: Within three (3) working days after notice of a positive drug or alcohol test result on a confirmatory test, the Covered Person may submit information to Bunzl to explain the positive result. Additionally, after a positive test result, Bunzl can request the Covered Person indicate any over the counter or prescription medication he or she is currently taking, or has recently taken, as well as any other information relevant to the reliability of, or explanation for, a positive test result.

Confirmatory Retest: A Covered Person may request a confirmatory retest of the original sample, at his or her own expense. Within five (5) working days of receiving notice of the confirmatory results, the Covered Person must make this request and notify Bunzl, in writing, of the intention to obtain a confirmatory retest.

Within three (3) working days of receiving the individual's notice to retest, Bunzl will notify the original testing laboratory that the Covered Person has requested that the lab conduct a confirmatory retest or arrange for transfer of the sample to the laboratory selected by the individual to perform the confirmatory retest, provided that the laboratory selected must be licensed in accordance with Minnesota Statute § 181.953. If the confirmatory retest does not confirm the original positive test, Bunzl cannot take any adverse personnel action based on the original test.

Mississippi

Scope of Policy

You are hereby advised that Bunzl has implemented a drug and alcohol policy and conducts a testing program, pursuant to Sections 71-7-1, et. al., of the Mississippi Code of 1972, Ann. (hereinafter referred to as "the Act"), and you are hereby advised of the existence of said Act.

Medication Disclosure

1. A Covered Person to be tested shall be given (1) a medication disclosure form ("Medications Disclosure Form") to permit the employee or applicant to disclose any non-prescription or prescription medications that have been taken within forty-five (45) days prior to being tested, and (2) a statement that the form shall be submitted directly to Bunzl's designated MRO, ensuring that no person or entity has access to the information disclosed on the form other than the MRO.
2. Covered Person who are taking a drug or medication which adversely effects, or which may reasonably be expected to adversely effect, the Covered Person's ability to perform work in a safe and productive manner, are required to report the use of such drug and/or medication to Human Resources using the Medications Disclosure Form attached hereto. Such disclosures will be treated confidentially by Bunzl, and the Medications Disclosure Form shall be submitted directly to the MRO. No other person or entity shall have access to the information disclosed on the Medications Disclosure Form aside from the MRO. This Medications Disclosure Form is job-related and consistent with business necessity.
3. Upon receipt of the completed Medications Disclosure Form, Human Resources, and where appropriate, the Covered Person and the Covered Person's physician and/or Bunzl's MRO, will determine the appropriate response consistent with applicable law.

Confidentiality

All information, interviews, reports, statements, memoranda, and test results, written or otherwise, received by Bunzl through its drug and alcohol testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with the Act and its implementing regulations. Any information obtained by Bunzl pursuant to the Act and its implementing regulations shall be the property of Bunzl. Bunzl shall not release to any person other than the Covered Person, or employer medical, supervisory or other personnel, as designated by Bunzl on a need to know basis, information related to drug and alcohol test results unless: (a) The Covered Person has expressly, in writing, granted permission for Bunzl to release such information; (b) it is necessary to introduce a positive confirmed test into an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (c) the information must be disclosed to a federal or state agency or other unit of the state or United States government as required by law, regulation or order, or in accordance with compliance requirements of a state or federal government contract, or disclosed to a drug abuse rehabilitation program for the purpose of evaluation or treatment of a Covered Person; or (d) there is a risk to public health or safety that can be minimized or prevented by the release of such information; provided, however, that unless such risk is immediate, a court order permitting the release shall be obtained prior to the release of the information. The confidentiality provisions provided for by the Act shall not apply to other parts of a Covered Person's personnel or medical files. If an employee refuses to sign a written consent form for release of information to persons as permitted in the Act, Bunzl shall not be barred for discharging or disciplining the Covered Person.



Medications Disclosure Form for Mississippi Employees

You are required to disclose information about prescription drugs or over-the-counter medications you are taking which adversely affect, or which may reasonably be expected to adversely affect, your ability to effectively perform your job in a safe and productive manner. This disclosure shall be submitted to Bunzl's designated Medical Review Officer (MRO), and shall otherwise be kept confidential and will only be released to others on a need-to-know basis.

EMPLOYEE/APPLICANT NAME: _____

SUPERVISOR'S NAME: _____

PRESCRIBING PHYSICIAN'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

NAME OF PRESCRIPTION DRUG: _____

DATE OF PRESCRIPTION: _____

LENGTH OF TIME OF PRESCRIPTION: _____

OVER-THE-COUNTER MEDICATION NAME: _____

DESCRIBE THE SAFETY-RELATED SIDE EFFECTS YOU HAVE BEEN WARNED ABOUT OR YOU HAVE HAD AS A RESULT OF USING THIS PRESCRIPTION DRUG OR OVER-THE-COUNTER MEDICATION (attach additional paper/forms if needed):



Montana

Prohibitions

Montana Covered Persons are hereby notified that the manufacture, distribution, possession, or use of a controlled substance (other than pursuant to a valid prescription or otherwise authorized by law) is illegal under state and federal law, and is subject to various criminal sanctions, including fines of up to \$250,000 and prison sentences of up to life in prison and in some cases, there are mandatory prison sentences.

Drug and Alcohol Testing Procedures

In Montana, Bunzl intends to test for the following controlled substances: amphetamines, cocaine, marijuana, opiates, and phencyclidine. An alcohol test will be considered positive if it yields a positive alcohol test result of at least 0.04% BAC. In Montana, only Covered Person in hazardous environments (including operation of or working in proximity to construction equipment or industrial machinery, or handling or working in proximity to flammable materials, explosives, or toxic chemicals), security or fiduciary positions, or positions which involve driving a motor vehicle, will be tested.

In Montana, post-accident testing will only be conducted if Bunzl has reason to believe that the Covered Person's act or failure to act is a direct or proximate cause of a work-related accident that has caused death or personal injury or property damage in excess of \$1,500.

Controlled substance and alcohol testing procedures, including the collection, transport, testing procedures and confirmation testing of urine samples, will be performed in accordance with 49 CFR, part 40. For samples that are not covered by 49 CFR, part 40, the qualified testing program must contain chain-of-custody and other procedural requirements that are at least as stringent as those contained in 49 CFR, part 40, and the testing methodology must be cleared by the United States food and drug administration.

Testing Results

Information obtained through testing that is unrelated to the use of a controlled substance or alcohol will be held in strict confidentiality by the MRO and will not be released to Bunzl.

In Montana, Covered Persons may request an additional test of the split sample at an independent laboratory of selected by the Covered Person. Bunzl shall pay for the additional tests if the additional test results are negative, and the Covered Person shall pay for the additional tests if the additional test results are positive. Further, Covered Persons must be provided the opportunity to rebut or explain positive test results, and no adverse action may be taken if the Covered Person presents a reasonable explanation or medical opinion.

North Carolina

Testing Results

In North Carolina, a Covered Person has the right to retest a confirmed positive sample at the same or another approved laboratory during the time which the sample is required to be retained under North Carolina law. The Covered Person must request the release of the sample in writing specifying to which approved laboratory the sample is to be sent. The Covered Person incurs all reasonable expenses for chain of custody procedures, shipping, and retesting of positive samples related to this request.

Oklahoma

Testing Procedures

In Oklahoma, post-accident testing will only be conducted where an employee or another person has sustained an injury while at work or property has been damaged while at work, including damage to equipment.

Testing Results

In Oklahoma, an employee or applicant may request a confirmation test within 24 hours of receiving notice of a positive test to challenge the results of the positive test, but the applicant or employee shall pay all costs of the confirmation test, unless the confirmation test reverses the findings of the challenged positive test.

Rhode Island

Testing Results

In Rhode Island, Covered Persons have the right to have the sample tested or evaluated by an independent testing facility at Bunzl's expense.

In Rhode Island, a Covered Person will not be disciplined or discharged for the first confirmed positive test if the employee agrees to participate in, and successfully completes, a counseling or rehabilitation program (through Bunzl's Employee Assistance Program or another provider). If the employee does not agree to participate in a counseling or rehabilitation program, Bunzl may terminate that employee. Bunzl may suspend the employee for the period necessary to complete the drug or alcohol counseling or rehabilitation program, but in any event no longer than three (3) months. Bunzl may administer a drug test after the employee completes the Employee Assistance Program. If the employee tests positive in this instance, Bunzl may terminate the employee.

Vermont

Drug and Alcohol Testing Procedures

Vermont Covered Persons should note that over-the-counter medications and other substances may result in a positive test, which may result in a withdrawal of a job offer or disciplinary action up to and including termination of employment.

In Vermont, if urine testing is used, Covered Persons will be given the opportunity, at their own expense, to request that a blood sample be collected at the time their urine sample is provided, and preserved for later testing.



Testing Results

In Vermont, a Covered Person will not be disciplined or discharged for the first confirmed positive test if the employee agrees to participate in, and successfully completes, a counseling or rehabilitation program (through Bunzl's Employee Assistance Program or another provider). If the employee does not agree to participate in a counseling or rehabilitation program, Bunzl may terminate that employee. Bunzl may suspend the employee for the period necessary to complete the drug or alcohol counseling or rehabilitation program, but in any event no longer than three (3) months. Bunzl may administer a drug test after the employee completes the Employee Assistance Program. If the employee tests positive in this instance, Bunzl may terminate the employee.

West Virginia

Covered Persons in West Virginia have a right to request that a split sample be tested at another laboratory at the Covered Person's expense.

APPENDIX A

Safety-Sensitive Positions

Safety-Sensitive Positions at Bunzl include, but are not limited to, the following positions:

Business Associate (Trainee)
Cleaner
Cutter
Driver
Equipment Operator
Forklift Operator
Label Loader
Label Wrapper
Lead Warehouse Worker
Maintenance Manager
Machine Operator
Manufacturing Worker
Manufacturing Supervisor
Order Selector
Operations Assistant
Operations Manager
Picker/Packer
Press Specialist/Worker
Printing Manager
Production/Sewer
Production Supervisor
Production Manager
Production Worker
Receiving Clerk
Sales Representative
Sales Manager
Sales Director
Shipping Clerk
Traffic Logistics Coordinator
Transportation Supervisor/Manager
Warehouse Clerk
Warehouse Worker
Warehouse Supervisor
Warehouse Manager

APPENDIX B

Medications Disclosure Form for Safety-Sensitive Positions

You are required to disclose information about prescription drugs or over-the-counter medications you are taking which adversely effect, or which may reasonably be expected to adversely effect, your ability to safely and effectively perform your job. This disclosure will be kept confidential and will only be released to others on a need-to-know basis.

EMPLOYEE NAME: _____

SUPERVISOR'S NAME: _____

PRESCRIBING PHYSICIAN'S NAME: _____

NAME OF DRUG: _____

DATE OF PRESCRIPTION: _____ LENGTH OF TIME ON PRESCRIPTION: _____

OVER-THE-COUNTER MEDICATION NAME: _____

DESCRIBE THE SAFETY-RELATED SIDE EFFECTS YOU HAVE BEEN WARNED ABOUT OR YOU HAVE HAD AS A RESULT OF USING THIS DRUG OR OVER-THE-COUNTER MEDICATION:



**AUTHORIZATION FOR RELEASE OF INFORMATION
TO BE COMPLETED BY COVERED PERSONS WHO SUBMIT A
MEDICATION DISCLOSURE FORM**

To: Custodian of Records

I hereby authorize the use or disclosure of my health information as described below.

Name: _____

Last four of SSN: _____

DOB: _____

Persons authorized to provide information: Any HIPAA-covered entity including, but not limited to, any doctor, hospital, pharmacy, or other medical service provider, health plan, health maintenance organization, or insurer.

Persons authorized to receive information: Bunzl's Human Resources Department.

Specific description of information (including date(s) of service): Regarding the Medications Disclosure Form for Safety-Sensitive Positions that I completed for my work for Bunzl, I hereby authorize and request you to permit Bunzl's Human Resources Department to examine any and all information, documents, files, records, charts, progress notes, diagnoses, and the like, in your possession, custody or control, concerning your care, evaluation, treatment, and billing pertaining to me, including, but not limited to, any and all information concerning matters of a physical, mental, emotional, psychological, and psychiatric nature, but shall exclude any or all psychotherapy notes kept and maintained separately from other medical records. I further authorize and request you to permit said representative to copy or reproduce the desired portions of your documents, files, records, charts, progress notes, evaluations, and the like pertaining to such care, evaluation, treatment, and billing. Records obtained pursuant to this authorization will be used for purposes of determining my ability to undertake safety-sensitive work for Bunzl only.

I understand that I have the right to examine any mental health records that are disclosed pursuant to this authorization at any time upon request to Bunzl.

A photocopy of this authorization is to be treated as an original.

Purpose of the use or disclosure: Determining the ability to undertake safety-sensitive work for Bunzl.

I understand that I am entitled to a copy of this form when I sign it. Initials: _____

I understand that this authorization will expire thirty (30) days from the date it is signed below.

I understand that I have the right to revoke this authorization at any time by notifying any covered entity in writing. The revocation will be effective only from the date it is received, will not apply retroactively, and will not be effective to the extent the covered entity has already relied on this authorization.

I understand that this authorization is voluntary and that the plan or service provider will not condition treatment or other services, enrollment in a group health plan, eligibility for benefits, or payment of claims on giving this authorization.

I understand this authorization may allow the information specified herein to be disclosed to persons or organizations that are not health plans, covered healthcare providers, or healthcare clearinghouses subject to federal privacy laws governing health information. I understand that the information authorized to be disclosed pursuant to this authorization may be subject to further disclosure by the recipient(s) and is no longer protected by federal privacy regulations.

By signing this form, I authorize the disclosure of the information specified to the person or persons identified above.

Signature of Individual or Legal Representative

Date

Printed name of Legal Representative:

Relationship to Individual:

Drug-Free Workplace Policy Acknowledgement and Consent to Test

I have received a copy of the Drug-Free Workplace Policy that contains information about the Company's substance abuse policies and practices. I acknowledge that this Policy may be revoked or revised at any time with or without notice.

Having received a copy of the Drug-Free Workplace Policy of Bunzl Distribution USA, Inc., I understand that:

My employment with Bunzl may require me to submit to screening for drugs as outlined in Bunzl's Policy or any federal, state, or local regulations on drug abuse.

The Medical Review Officer designated by Bunzl will be authorized to receive drug test results and other medical information as required to interpret these results. The Medical Review Officer is authorized to release these results and information in a confidential manner to appropriate Bunzl Officials.

This releases Bunzl and all its agents from any claim or causes of actions resulting from the disclosure of these results to the Medical Review Officer or authorized Bunzl Officials. I further agree to waive any physician patient privilege that may otherwise exist with respect to drug testing and understand that this information is to be kept confidential by the Medical Review Officer and Bunzl.

My failure to comply with the terms and conditions of this Policy may be grounds for disciplinary action up to and including termination or denial of employment.

Employee Signature **Date** **Witness Signature** **Date**

Employee Printed Name **Witness Printed Name**

Bunzl Location