

confirmed test results, as well as information concerning test results in the aggregate.

(c) Unless otherwise approved by DOE, the contractors shall ensure that all laboratory records relating to positive drug test results, including initial test records and chromatographic tracings, shall be retained by the laboratory in such a manner as to allow retrieval of all information pertaining to the individual urine specimens for a minimum period of five years after completion of testing of any given specimen, or longer if so instructed by DOE or by the contractor. In addition, a frozen sample of all positive urine specimens shall be retained by the laboratory for at least six months, or longer if so instructed by DOE.

(d) The contractor shall maintain as part of its medical records copies of specimen chain of custody forms.

(e) The specimen chain of custody form will contain the following information:

- (1) Date of collection;
- (2) Tested person's name;
- (3) Tested employee/applicant's social security number or other identification number unique to the individual;
- (4) Specimen number;
- (5) Type of test (random, applicant, occurrence, reasonable suspicion, follow-up, or other);
- (6) Temperature range of specimen;
- (7) Remarks regarding unusual behavior or conditions;
- (8) Collector's signature; and
- (9) Certification signature of specimen provider certifying that specimen identified is in fact the specimen the individual provided.

**§707.17 Permissible actions in the event of contractor noncompliance.**

Actions available to DOE in the event of contractor noncompliance with the provisions of this part or otherwise performing in a manner inconsistent with its approved program include, but are not limited to, suspension or debarment, contract termination, or reduction in fee in accordance with the contract terms.

**PART 708—DOE CONTRACTOR  
EMPLOYEE PROTECTION PROGRAM**

**Subpart A—General Provisions**

Sec.

- 708.1 What is the purpose of this part?  
708.2 What are the definitions of terms used in this part?  
708.3 What employee complaints are covered?  
708.4 What employee complaints are not covered?  
708.5 What employee conduct is protected from retaliation by an employer?  
708.6 What constitutes "a reasonable fear of serious injury?"  
708.7 What must an employee do before filing a complaint based on retaliation for refusal to participate?  
708.8 Does this part apply to pending cases?  
708.9 When is a complaint or other document considered to be "filed" under this part?

**Subpart B—Employee Complaint  
Resolution Process**

- 708.10 Where does an employee file a complaint?  
708.11 Will an employee's identity be kept confidential if the employee so requests?  
708.12 What information must an employee include in a complaint?  
708.13 What must an employee do to show that all grievance-arbitration procedures have been exhausted?  
708.14 How much time does an employee have to file a complaint?  
708.15 What happens if an employee files a complaint under this part and also pursues a remedy under State or other law?  
708.16 Will a contractor or a labor organization that represents an employee be notified of an employee's complaint and be given an opportunity to respond with information?  
708.17 When may DOE dismiss a complaint for lack of jurisdiction or other good cause?  
708.18 How can an employee appeal dismissal of a complaint for lack of jurisdiction or other good cause?  
708.19 How can a party obtain review by the Secretary of Energy of a decision on appeal of a dismissal?  
708.20 Will DOE encourage the parties to resolve the complaint informally?

**Subpart C—Investigation, Hearing and  
Decision Process**

- 708.21 What are the employee's options if the complaint cannot be resolved informally?