

## **SUBSTANCE ABUSE PROGRAM**

In accordance with the Substance Abuse Policy in the Carpenters, Cement Masons, Laborers, Operating Engineers and Teamsters Collective Bargaining Agreements, the parties hereby agree to the following Substance Abuse Program.

### **ARTICLE 1** **TESTING OBJECTIVES**

**SECTION 1.** Prohibited Substances:

A drug is defined as any substance which may affect mental or motor function including but not limited to illegal drugs, controlled substances, designer drugs, synthetic drugs and look-alike drugs. Alcohol is defined as any beverage or substance containing alcohol. (See Addendum "A" for guidelines.)

**SECTION 2.** Legal Drugs:

The use of drugs which are lawfully obtained and properly used shall be permitted provided their use does not interfere with the individual's proper and safe work performance.

**SECTION 3.** Management will be responsible for all costs incurred for testing done at their request.

**SECTION 4.** Management will be responsible to provide training of their supervision in problems of substance abuse and to maintain a level of on-going training to enable their supervision to recognize behavior and conditions indicating potential substance abuse.

### **ARTICLE 2** **PROCEDURE FOR SCREENING**

**SECTION 1.** Employees will be tested within the first day of employment. If the test results are positive, the employee will be subject to immediate termination. (Note: Every effort will be made to schedule testing for the first day.) The employee will not be eligible for re-testing for the purpose of being dispatched to the project of the requesting Employer until thirty (30) days has elapsed.

**SECTION 2.** Employers who wish to test will be required to make arrangements for paying the pre-approved testing facility for all tests administered on potential employees.

SECTION 3. Testing shall be permitted only if all employees, including bargaining unit and non-bargaining unit personnel, are treated equally on a job by job basis. Failure of Management to adhere to this requirement will be grounds to cease testing for all employees for the duration of the project where offense took place, upon written notice from the Union. Upon request, the Employer will provide evidence of testing of non-bargaining personnel. Continuous employees constantly moving from job to job may be exempt from testing for every job, after initially being tested by the Employer. Long term employees that do not move from job to job will test at the start of new jobs. There will be no annual test requirement beyond the scope of this agreement.

SECTION 4. Random testing shall be allowed under the following conditions: On-site testing will be allowed in accordance with Article 6, Section 1. Procedures.

Periodic lottery testing may occur if the random selection of employees is fair and impartial and shall not exceed 50% of the subject employees annually. The lottery method of employee selection for testing will be reviewed and accepted by the union representatives.

Lottery testing must include both bargaining unit and non-bargaining unit employees.

An employee that tests positive during a random test will be terminated and not eligible for re-hire for ninety (90) days.

The Employer may, at its discretion, consider for re-hire, an employee who has been terminated as a result of failing his or her drug test, sooner than the ninety (90) day period described in this Section if said employee is satisfactorily participating in, or has completed, a supervised and recognized rehabilitation program, and can perform his or her duties without risk of injury or harm to him/herself or others. See Agreement for Continuation of Employment.

### **ARTICLE 3**

#### **PROBABLE SUSPICION OR ACCIDENT INVOLVEMENT**

SECTION 1. Probable suspicion means suspicion based on specific personal observations that the Employer representative can describe concerning the appearance, behavior, speech or breath odor of the employee. Probable suspicion must be documented at or near the time of the observation. Observation must be witnessed by two (2) individuals, one of whom must be a supervisor that has actually observed the employee's behavior. Being in an accident or causing an accident may be sufficient to establish probable suspicion.

SECTION 2. Employees must report to the testing facility the use of medically authorized drugs and any over-the-counter drugs taken prior to testing.

SECTION 3. An employee consenting to the testing will be transported to the hospital or laboratory by Management. After test is completed, the employee will be transported back to his/her residence.

SECTION 4. If the test results are negative, the employee will immediately be reinstated in his/her previous position, with full back pay based on a project's regular work schedule, and no further action will be taken.

SECTION 5. Should the test results be positive, the Employer may terminate the employee without pay except for actual time worked on the day that the test was conducted. Employees have the right to obtain test results from the testing facility.

SECTION 6. Under no circumstances will either Employer or the Union be informed beyond a negative or positive outcome of any testing conducted.

SECTION 7. If any employee tests positive, he/she will not be eligible for re-dispatch to the project of the requesting Employer until ninety (90) days has elapsed and successfully passed the drug test. The Employer may, at its discretion, consider for re-hire, an employee who has been terminated as a result of failing his or her drug test, sooner than the ninety (90) day period described in this Section if said employee is satisfactorily participating in, or has completed, a supervised and recognized rehabilitation program, and can perform his or her duties without risk of injury or harm to him/herself or others. See Agreement for Continuation of Employment.

#### **ARTICLE 4**

#### **CONSENT AND TRANSPORTATION PROCEDURES**

SECTION 1. Employer shall inform an employee that a Behavior Report Form has been completed as per Article 3, Section 1, or they have been involved in an industrial accident, and will be required to submit to a drug/alcohol test.

SECTION 2. Give employee(s) copies of Behavior Report Form and/or a copy of the accident report indicating employee(s)' involvement in the reportable on-the-job accident as per Article 3, Section 1. Explain that because of the observation or report of the employee's behavior, it is necessary to verify the employee's physical capability at that point in time. Ask the employee whether he/she is aware of any medical condition which may cause the behavior or if he/she has been taking any prescription or non-prescription medication which may affect safe and/or efficient job performance.

SECTION 3. Complete a Clinic Consent Form. In each and every case, read the form to the employee prior to obtaining the employee's signature authorizing the test and release of positive or negative test results. No changes are to be made on the consent form. Both the observing witnesses shall complete the Behavior Report Form. In completing the Behavior Report Form, the witnesses shall be as accurate and detailed as possible, recording their observations of the employee's behavior which led to their decision or require an exam/test. The witnesses shall state what they actually observed, but refrain from making statements about possible causes of the behavior or making judgmental conclusions.

If the employee refuses to promptly take the exam/test or sign a consent form:

1. Make it clear to the employee that the request to sign the form and take the exam/test is a direct order.
2. Ask the employee if he/she understands the order. (If the employee responds that he/she does not understand the order, explain your order again.)
3. Explain to the employee that failure to comply with the order constitutes insubordination which will result in termination.
4. Issue a second direct order to sign the form and take the exam/test.
5. If the employee refuses, inform the employee that he/she will be terminated.

SECTION 4. The Employer shall arrange for transportation and accompany the employee to the exam/test site. Employer shall notify the Union that the employee is being transported for an exam/test, and shall transport the employee to the exam/test site. Upon arrival, the Employer will complete the necessary form(s). The employee will be tested by laboratory personnel or physician. At the conclusion of the examination and test(s), Employer shall transport the employee in accordance with Article 3, Section 3.

## **ARTICLE 5** **TYPE OF TEST**

SECTION 1. All alcohol testing to utilize the alcohol dehydrogenase method.

SECTION 2. Drug testing is to be initially conducted by the EMIT test. There shall be no blood testing.

SECTION 3. All positive EMIT/ADH tests will be verified by a GC/MS (Gas Chromatography/Mass Spectrophotometry) test. Disciplinary action against an employee may only be taken if the GC/MS is positive at a level exceeding the levels in the Federal Regulation issued by the Department of Health and Human Resources/Department of Transportation. Any changes in the Federal Regulations would be re-negotiated prior to inclusion.

## **ARTICLE 6**

### **TESTING PROCEDURAL SAFEGUARDS**

SECTION 1. The Employer and the Union will select the laboratory and sampling procedures. Test procedures will meet the DHSS guidelines for testing, chain of custody, will provide quality control procedures, and assure the maximum in confidentiality.

SECTION 2. In the event of positive test results, the employee may request, within ten (10) days, a sample of his/her urine specimen from the medical facility for the purpose of retesting at a qualified drug testing laboratory. Chain of custody for this sample shall be maintained between management and the employee's designated qualified laboratory. Retesting shall be performed at the employee's expense. In the event of conflicting results, the employer may require a third test. Should the results of this test be positive, the employee may be terminated. In the event of negative test results on the retests, the Employer shall pay for the retests and any lost wages as per Article 3, Section 4.

SECTION 3. Any urine samples that are determined to be chemically altered shall be considered positive. If a urine sample cannot be analyzed because of dilution, a retest, at the cost of the employer, will be authorized. A second diluted sample shall be considered positive. A positive test or refusal to authorize a retest will be grounds for termination.

SECTION 4. An employee shall have the right to use the grievance/arbitration system to challenge any aspect of the testing procedures.

SECTION 5. Any employee who successfully challenges a positive result shall be reimbursed for the costs associated with challenging the test.

SECTION 6. The Employer and the Union reserve the right to require additional safeguards that serve the best interest of the employee or the Program, subject to mutual agreement.

#### **ARTICLE 7**

Should an employee voluntarily admit to a substance abuse problem, the employee will not be terminated. The employee will be suspended without pay until an evaluation has been made by a state certified rehabilitation program. Should this evaluation require participation in a rehabilitation program, the employee will be permitted to return to work only if employee signs an "Agreement for Continuation of Employment."

#### **ARTICLE 8**

The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise out of the Employer's application of the Substance Abuse Program.

#### **ARTICLE 9**

The Substance Abuse Program shall be subject to annual review by the Labor/Management Committee.

### **BEHAVIOR REPORT FORM**

When requesting a Performance Impairment Exam, the Management representative must complete this form and attach it to the "Clinic Consent Form." Please describe the behavior or reported behavior that causes you to request an exam of:

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Witness

(Use reverse side if additional space is required to record behaviors in areas outlined below.)

\*SPEECH \_\_\_\_\_

\_\_\_\_\_

\*DEXTERITY \_\_\_\_\_

STANDING/ \_\_\_\_\_

WALKING \_\_\_\_\_

\*JUDGEMENT/ \_\_\_\_\_

DECISION-MAKING \_\_\_\_\_

\*APPEARANCE \_\_\_\_\_

(EYES, \_\_\_\_\_

CLOTHING, ETC.) \_\_\_\_\_

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Witness

(Use reverse side if additional space is required to record behaviors in areas outlined above.)

**CLINIC CONSENT FORM**

Employee \_\_\_\_\_

—

Employer \_\_\_\_\_

Project \_\_\_\_\_ Job No. \_\_\_\_\_

Jobsite  
Address \_\_\_\_\_

Jobsite Contract \_\_\_\_\_ Phone No. \_\_\_\_\_

Union Name/Local No. \_\_\_\_\_ Contact  
\_\_\_\_\_

Union  
Address \_\_\_\_\_

Union Phone No. \_\_\_\_\_

\_\_\_\_\_ Pre-employment

\_\_\_\_\_ Annual

\_\_\_\_\_ Injury on the job

\_\_\_\_\_ For cause

\_\_\_\_\_ Other

Results to be sent to: \_\_\_\_\_ Jobsite Contact

Medical Consent: I consent to the collection of urine samples by the testing facility staff as requested by the Employer to determine the presence of alcohol and/or drugs, if any.

I understand that any urine samples that are chemically altered shall be considered positive. I understand that if my sample is diluted, a retest at the cost of my Employer will be authorized. I understand that a second diluted sample will result in a positive result.

Authorization to release information: I authorize the testing facility to release a statement that the EMIT/GC-MS test result is positive or negative. I understand and agree that the medical facility will release to the designated representative only the pass/fail results of such testing. It will not release the results of this testing procedure to anyone else without my authorization.

I understand that my alteration of this consent form, refusal to consent to or cooperate fully with the collection of urine samples, or my refusal to authorize the release of the results to my Employer/Union constitutes insubordination and is grounds for termination.

Please list all drugs that you are currently taking including over-the-counter medications:

Date: \_\_\_\_\_ Employee Signature: \_\_\_\_\_

Time: \_\_\_\_\_ Witness Signature: \_\_\_\_\_

\*\*\*\*\*

**FOR CLINIC USE ONLY: VERIFICATION OF PHYSICIAN, REGISTERED NURSE,  
QUALIFIED TECHNICIAN, OR COLLECTION PERSON**

I have received a urine sample from the Employee named above on

\_\_\_\_\_

at \_\_\_\_\_: \_\_\_\_\_ A.M./P.M. and delivered the sample to: \_\_\_\_\_

Collection by: \_\_\_\_\_

Clinic Name: \_\_\_\_\_

**AGREEMENT FOR CONTINUATION OF EMPLOYMENT**

As part of the employee's commitment to remain free of alcohol and drug use, it is understood that the employee's continuation of employment by the Company is based upon and constrained by the following terms:

1. The employee must submit to evaluation of potential alcohol or drug problems by a recognized and certified evaluation professional.
2. The employee must agree to participate in all rehabilitation treatment recommended by the counselor performing the evaluation.
3. The employee must authorize the evaluation counselor to provide a copy of the rehabilitation treatment recommendations to the Company.
4. The rehabilitation facility must agree to closely monitor the employee's attendance at all required sessions. The rehabilitation facility shall notify the Company of the employee's failure to satisfactorily attend treatment sessions. Failure of the employee to adhere to the program for treatment will subject the employee to discharge.
5. In the event the employee is absent from work during the period of rehabilitation treatment, he or she may be subject to alcohol or drug testing.
6. During the period of rehabilitation treatment as outlined by the evaluation counselor, the Company will test the employee for alcohol and drug use on a random basis. Such random tests shall not exceed four random tests during this period. However, such random tests are in addition to any tests that may be necessitated on a for cause basis as defined in the Company's Alcohol and Drug Program or as part of their program to monitor compliance with their treatment program. The employee will be subject to discharge if he/she refuses to submit to testing or if the employee tests positive for drugs or alcohol during this time period.

The Agreement is voluntarily entered into by the employee and in consideration for continuation of employment, the above conditions are hereby agreed to.

Employee \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

**URINE DRUGS OF ABUSE THRESHOLDS**

<b>Substance</b>	<b>EMIT/ADH Test</b>	<b>GC/MS Test</b>
Alcohol (Ethanol)	0.03 g/dl	0.03 g/dl
<b>Amphetamines</b>		
<b>Amphetamine</b>	<b>1000 ng/ml</b>	<b>500 ng/ml</b>
<b>Methamphetamine</b>	<b>1000 ng/ml</b>	
Barbiturates	300 ng/ml	300 ng/ml
*Butalbital	1000 ng/ml	
*Phenobarbital	1000-3000 ng/ml	
Secobarbital	300 ng/ml	
<b>Benzodiazepines</b>	<b>300 ng/ml</b>	<b>200 ng/ml</b>
*Chlordiazepoxide	<b>3000 ng/ml</b>	
*Diazepam	<b>2000 ng/ml</b>	
Oxazepam	<b>300 ng/ml</b>	
THC (Marijuana)	50 ng/ml	15 ng/ml
<b>Cocaine Metabolite</b>		
<b>Benzoyllecgonine</b>	<b>300 ng/ml</b>	<b>150 ng/ml</b>
Methadone	300 ng/ml	100 ng/ml
<b>Methaqualone</b>	<b>300 ng/ml</b>	<b>300 ng/ml</b>
Opiates		
Codeine	2000 ng/ml	2000 ng/ml
Morphine	2000 ng/ml	2000 ng/ml
<b>Phencyclidine</b>	<b>25 ng/ml</b>	<b>25 ng/ml</b>
Propoxyphene	300 ng/ml	100 ng/ml

\* Starred items cannot be detected at the lower recommended level. They first show up at the higher defined level due to the current sensitivity of the testing procedures.

Thresholds Amended Nov. 1999