

OHIO AND VICINITY REGIONAL COUNCIL OF CARPENTERS (NORTHEAST REGION)

JOINT LABOR - MANAGEMENT

UNIFORM DRUG / ALCOHOL ABUSE PROGRAM

INTRODUCTION: This Joint Labor - Management Uniform Drug / Alcohol Abuse Program is hereby adopted, effective January 1, 2003, in accordance with Article III, Section (P) of the 2001 – 2005 Carpenters' Agreement and may be implemented by any contractor that is signatory thereto.

1. PROGRAM STATEMENT.

The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. _____ and the Unions have a commitment to protect people and property and to provide a safe working environment. The purpose of the following Program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all employees.

2. DEFINITIONS.

2.1 Company Premises – The term “Company Premises” as used in this Program includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Company. Construction job sites for which the Company has responsibility are included.

2.2 Prohibited Substances – Prohibited substances include illegal drugs (including controlled substances, look-alike drugs and designer drugs) and alcoholic beverages in the possession of or being used by an employee on the job.

2.3 Employee – Individuals who perform work for the Company, including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.

2.4 Accident – Means an unplanned, unexpected or unintended event which occurs on Company Premises during the conduct of the Company's business; or during working hours; or which involves Company-supplied motor vehicles or motor vehicles used in conducting the Company's business; or within the scope of employment, and which results in any of the following:

- A. A fatality of anyone involved in the accident.
- B. Bodily injury requiring off-site medical attention away from the Company Premises.

- C. Vehicular damage in apparent excess of \$250.00.
- D. Non-vehicular damage in apparent excess of \$500.00.

2.5 Reasonable Cause – Reasonable cause shall be defined as excessive absenteeism or tardiness, slurred speech, alcohol smell and erratic behavior such as noticeable imbalance, incoherence and disorientation.

2.6 Retest – Testing required to re-enter the Program after a positive drug test and proper procedural steps have been taken. The retest is taken at the expense of the employee.

2.7 Re-Analyze – A challenge of a positive drug test can be requested. Split samples of the original test can be examined by a certified laboratory of the employee’s choice. If the re-analysis confirms the positive drug test, the employee must pay for the analysis. If the re-analysis reverses the result, the Program will absorb the cost.

2.8 Split Sample – A sample taken at the collection site will be separated into two samples. Both samples will be appropriately marked with the employee’s identification.

2.9 Positive Drug Test – A test which exceeds the cut-off limits within the established guidelines developed by the U.S. Department of Health and Human Services or one that is tampered with in any way (adulterated specimen).

2.10 Negative Drug Test – A test acceptable for employment.

2.11 Adulterated Specimen – A urine screening which has been tampered with to cover the true results.

2.12 Diluted Samples – The Joint Labor - Management Uniform Drug / Alcohol Abuse Program will follow guidelines for diluted samples set by the Federal Government.

2.13 Collection Facility/Site – Approved location where participants can provide a specimen for testing.

2.14 Substance Abuse and Mental Health Services Administration – SAMSHA.

2.15 Gas Chromatography/Mass Spectrometry – GC/MS.

2.16 Medical Review Officer – MRO.

2.17 Under the Influence of a Prohibited Substance – “Under the influence of a prohibited substance” as used by this Program, means the following:

- A. Alcohol – Blood alcohol level of .08, as measured by blood or breath tests.
- B. Other Prohibited Substances – Positive results based on the following thresholds for urine split sample testing.

	<u>Substance</u>	<u>Initial Screen Threshold (ng/ml)</u>	<u>Confirmatory Test Threshold (ng/ml)</u>
(i)	Marijuana	50	15
(ii)	Cocaine	300	150
(iii)	Opiates	2,000	2,000
(iv)	Phencyclidine	25	25
(v)	Amphetamines	1,000	500
(vi)	Barbiturates	300	200
(vii)	Benzodiazepines	300	300
(viii)	Methadone	300	300
(ix)	Methaqualone	300	300
(x)	Propoxyphene	300	300
(xi)	Levels for other prohibited substances shall be in accord with accepted GC/MS quantitative procedures as recommended by the Federal Government Standards.		

3. DRUG/ALCOHOL TESTING.

3.1 The parties to this Program agree that under certain circumstances, the Company will find it necessary to conduct drug and alcohol testing. Annual testing may be performed on a voluntary basis once between January 1st and December 31st of each year. The Joint Labor - Management Uniform Drug / Alcohol Abuse Program will pay all costs for the annual (once per 12-month period) drug screen. Records of such tests shall be maintained by the Independent Testing Laboratory and/or the Medical Review Officer. For all participants covered by the appropriate collective bargaining agreement, all costs for collection, analysis, reporting, maintenance of records and notifications shall be borne by the Joint Labor - Management Uniform Drug / Alcohol Abuse Program, except as specified in Subsection 3.1.A. and Section 3.2. Securing the drug screen test shall be the applicant's responsibility and shall be performed on his/her time. It will be necessary to require testing under the following conditions:

- A. A pre-employment drug and alcohol test may be required by a customer and administered to all applicants for employment. The Company shall have the option of accepting the results of a verified negative test taken by the applicant within the prior 12 months in lieu of a pre-employment drug and alcohol test.

- B.** A test may be administered in the event a trained supervisor has reasonable cause to believe that the employee has reported to work under the influence; or is or has been under the influence while on the job; or has violated this drug Program. During the process of establishing reasonable cause for testing, the employee has the right to request his/her on-site Union representative to be present. If on-site representation is not available, all efforts will be made to contact a representative from the employee's Union.
- C.** Testing may be required if an employee has caused or contributed to a workplace accident.
- D.** Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse. Employees returning to work after successfully completing a rehabilitation program will be subject to up to four drug/alcohol tests without prior notice or as may be recommended by the testing medical health professional during the first 12 months after returning to work. A positive drug test will result in disciplinary action.
- E.** Employees may also be tested on a random basis if done:
 - (i)** Pursuant to and in compliance with a bona fide Level 2 or Level 3 Drug-Free Workplace Plan or bona fide Level 2 or Level 3 Drug-Free EZ Program that applies to all of the Company's employees and which has been approved by the Ohio Bureau of Workers' Compensation.
 - (ii)** Pursuant to and in compliance with a bona fide drug-free workplace program that applies to all of the Company's employees and which has been approved by the Ohio Bureau of Workers' Compensation as being "comparable" to a Level 2 or Level 3 Drug-Free Workplace Plan or bona fide Level 2 or Level 3 Drug-Free EZ Program.
 - (iii)** Pursuant to and in compliance with the requirements of Section 7.3.7 of the "Standard Conditions of Contract for Construction" of the Ohio Department of Administrative Services, General Services Division, Office of the State Architect issued January, 2003.
 - (iv)** Pursuant to and in compliance with any other applicable agreement between the Company and the United Brotherhood of Carpenters and Joiners of America (*e.g.*, an NMAPC Agreement or a General President's Agreement).

3.2 The Joint Labor - Management Uniform Drug / Alcohol Abuse Program will bear the costs of all random tests except that the employee will pay the cost of any re-analyzed test

requested by the employee. The employee is responsible for retests for reactivation following a positive drug test.

3.3 Each employee to be tested will be required to sign a consent and a chain of custody form, assuring proper documentation and accuracy. The execution of the form shall not be deemed to be a waiver of any of the employee's rights under this Program.

3.4 Drug testing will be conducted by an independent Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory, which is jointly selected by the employer and the Union. The testing may consist of blood, breath or urine tests, as required. In the case of a positive drug test result, the employee shall have the opportunity to contest the result by having an appropriate portion of the split sample retested at a SAMHSA certified laboratory selected by the employee.

3.5 The Company will bear the costs of all testing procedures except the annual and random. The employee will pay the cost of any retest requested by the employee.

4. TESTING PROCEDURES.

4.1 All samples for testing will be taken by appropriately qualified personnel (*e.g.*, medical personnel for drawing blood).

4.2 To the greatest extent possible, the privacy of the employee will be preserved while the samples to be tested are taken. However, some precautions will help to ensure that pure specimens are obtained. When urine samples are collected, the following procedures should be observed.

- A.** There shall be no visual observation of the act of urination.
- B.** If the person at the collection site does not know the employee to be tested, some form of photographic identification will be required or identification by a supervisor at the collection site.
- C.** The person at the collection site will ask the employee to remove unnecessary outer garments such as coats and jackets and to leave personal belongings such as purses and bags with the other garments. The employee may retain his or her wallet.
- D.** The employee shall be instructed to wash and dry his or her hands prior to urination.
- E.** The employee may provide his or her specimen in the privacy of a stall or partitioned area.
- F.** Bluing agents shall be placed in the toilet so that the water always remains blue. No other water source should be available.

- G. The person at the collection site shall remain outside the stall until the employee hands that person the container with the specimen inside (minimum of 60 milliliters). The specimen shall be visually inspected for signs of contamination.

4.3 Regarding both urine and blood samples, the following procedures will be observed:

- A. The specimen container shall be immediately sealed and labeled by the person at the collection site, in the presence of the employee. The label shall contain only an identification number and the date, and shall be initialed by the employee.
- B. A chain of custody form will be completed by the person at the collection site and initialed by the employee.
- C. The chain of custody form and the specimen should be immediately shipped to the laboratory.
- D. Appropriate security measures will be taken at the collection site.

4.4 Initial testing of the urine sample shall use an immunoassay. All samples identified as positive shall be confirmed by gas chromatography/mass spectrometry (GC/MS).

4.5 Reports shall be made in writing and sent to the single person designated by the employer and designated by the Union. In the case of urine testing, only those specimens which showed positive results on both the initial screening and the confirmatory test shall be reported as positive, pending Medical Review Officer (MRO) review and verification. The completed chain of custody form shall accompany any positive drug test report, and copies of analytical reports shall be available to the employee, the employer representative and the designated Union representative.

4.6 Samples shall be properly stored at all times. All samples reported as positive will be stored frozen for at least 365 days. If the employer or employee requests, the sample shall be stored for a longer period.

4.7 All handling and transportation of each specimen will be properly documented through strict chain of custody procedures.

5. CONFIDENTIALITY.

5.1 All parties to this Program have only the interests of employees in mind. Therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the Company will make every reasonable effort to return you to work upon your recovery. The Company will also take action to assure that your illness is handled in a confidential manner.

5.2 All actions taken under this Program will be strictly confidential and disclosed only to those with a “need to know.”

5.3 No test results will be disclosed to persons outside the Company or the Union representatives except in response to a subpoena.

5.4 The persons with a “need to know” are designated as follows:

6. RULES – DISCIPLINARY ACTIONS – GRIEVANCE PROCEDURES.

6.1 **Rules.** All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

- A. Use, possess, dispense or receive prohibited substances on or at the job site.
- B. Report to work while under the influence of a prohibited substance.

6.2 **Discipline.** When the Company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In other cases:

- A. Applicants testing positive for drug and/or alcohol use under Subsection 3.1.A. will be suspended from consideration for a period of up to two months or as required by the customer or facility owner, and may be considered upon re-application if he or she can demonstrate meaningful participation in a rehabilitation program following the positive drug test.
- B. Employees will be required to cooperate with testing procedures and to sign the required consent and chain of custody forms as a condition of continued employment or will otherwise be terminated.
- C. Employees found in possession of drugs on the work site may be subject to discipline as provided by Subsection E.(iii) of this Section 6.2.
- D. Employees found to be under the influence of a prohibited substance, including alcohol, while on duty or operating a Company vehicle shall be subject to discipline as provided by Subsection E of this Section 6.2.
- E. The following stages of discipline shall be imposed:

- (i) On the first violation of this Program, the employee shall be given a written reprimand; shall be required to demonstrate meaningful participation in a rehabilitation program; and shall provide the employer with a subsequent negative drug test and negative results on CGST testing up to four times over a one-year period as a condition of further employment.
- (ii) On the second violation of this Program, the employee shall be suspended for up to six weeks without pay; shall be required to complete a further rehabilitation program; and shall provide the employer with a subsequent negative drug test and negative results on CGST testing up to four times over a one-year period as a condition of further employment.
- (iii) On the third violation of this Program, the employee shall be terminated.
- (iv) In designated safety-sensitive positions, the first violation may result in discipline as described in Subsection E.(ii) of this Section 6.2, and the second violation may result in termination. The following positions are designated as safety-sensitive:

- F. Prescription Drugs. Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the Company will consult with the employee and his/her physician to determine if a reassignment of duties is necessary. The Company will attempt to accommodate the employee's needs by making an appropriate reassignment. However, if a reassignment is not possible, the employee may be placed on temporary medical leave until released as fit for duty by the prescribing physician.
- G. Sale and Distribution. Any sale and/or distribution of a prohibited substance on Company Premises is grounds for immediate termination.
- H. All aspects of this Program will be subject to the grievance procedure of the Carpenters' Agreement.

7. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM.

7.1 Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the Company and/or Union will assist in locating a suitable employee assistance program for treatment, and will counsel the employee regarding medical benefits available under the Company or Union health and welfare insurance program.

7.2 If treatment necessitates time away from work, the Company shall provide the employee an unpaid leave of absence for purposes of participation in an agreed-upon treatment program. An employee who successfully completes a rehabilitation program and provides a negative drug test shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

7.3 Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive drug test will then result in disciplinary action as previously outlined in this Program.

8. EMPLOYEE AND EMPLOYER TRAINING.

The Ohio and Vicinity Regional Council of Carpenters (Northeast Region) Substance Abuse Training Program will meet the requirements of the Ohio Bureau of Workers' Compensation Drug Free Workplace (BWC-DFWP) initiative and participants will be required to attend training annually.

A. **Employee Training** – One hour for 25 or fewer employees annually; and two hours for 26 or more employees annually.

(i) The employees will receive a better understanding of the effects drugs and alcohol have on safety performance and in the workplace, at home and in the community.

(ii) **Training Program Goals:** At the end of the training sessions, participants should be able to better understand:

a. Management's commitment to solving and resolving alcohol/drug-related problems.

b. Types of commonly used drugs that affect personal behavior.

c. Identifying substance abuse signs/symptoms.

d. Information about community resources where employees or family members may go for help.

B. **Supervisor Training** – Four hours annually.

- (i) Supervisors will receive a better understanding of the effects drugs and alcohol have on safety performance in the workplace, at home and in the community.
- (ii) Training Program Goals: At the end of the training sessions, supervisors should be able to better understand:
 - a. A drug guide and employee assistance information for acquiring professional help solving and resolving alcohol/drug problems.
 - b. Behavior identification, professional approaches to substance abuse.
 - c. Methods for suspicion testing.
 - d. Assessment/assistance referrals.
 - e. Substance user follow-up.

9. NOTIFICATION.

9.1 This Program will go into effect one month after its announcement to all current employees. All employees will be informed of the Program.

9.2 This Joint Labor - Management Uniform Drug / Alcohol Abuse Program will be reviewed periodically by a joint Committee. The Committee will be comprised of equal representation from the Union and the contractor association representatives.