

# ATTACHMENT 3C

## **ATTACHMENT C– Drug Abuse, Prevention and Detection Policy**

The parties recognize the problems which drug abuse has created in the construction industry and the need to develop drug abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the workplace and to maintain a drug free work environment, individual Contractor/Employers may require applicants or employees to undergo drug testing. The parties agree that if a testing program is implemented by an individual Contractor/Employer, the following will apply:

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Project site or while working on any jobsite in connection with work performed under the Project Stabilization Agreement.
2. No Contractor/Employer may implement a drug testing program which does not conform to the provisions of this Agreement for this Project.
3. All applicants or newly hired employees will undergo drug testing at a facility agreed upon by the Contractor/Employer and the Union. The Contractor/Employer agrees to pay each applicant or employee who takes and passes the drug screen testing for the time it takes to undergo the drug screen up to a maximum of two (2) hours. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the Project.
4. The following procedure shall apply to all drug testing:
  - a. The Contractor/Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor/Employer shall draw blood from an employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.
  - b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA) or certified by

the National Institute on Drug Abuse (NIDA), which is chosen by the Contractor/Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplies Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA or NIDA. Should these SAMHSA or NIDA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures. SAMHSA or NIDA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA or NIDA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor/Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Contractor/Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project.

f. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug testing with the following exceptions:

i. Employees who are involved in accidents, including, but not limited to, accidents resulting in damage to the Project site, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.

ii. The Contractor/Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the Union. Notice to the Union shall be addressed to the Tri-Counties Building and Construction Trades Council at 411 East Canon Perdido Street, Suite 13, Santa Barbara, CA 93101, and shall be delivered in person or by registered mail, and such testing shall be pursuant to the procedures stated hereinabove.

iii. The Contractor/Employer may test an employee where the Contractor/Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom may be a Union employee. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor/Employer's payroll.

5. The Contractor/Employers will be allowed to conduct periodic jobsite drug testing on construction projects under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA or NIDA certified laboratory, pursuant to the provisions set forth in Paragraph 4 herein.

e. Only two periodic tests may be performed in a twelve month period.

6. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor/Employer to remove the employee from the jobsite.

7. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the Project Stabilization Agreement.

8. The establishment or operation of this Agreement shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction, the remaining portions of the Agreement shall be unaffected and the parties shall enter negotiations to replace the affected provision.

9. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Contractor/Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she may be reinstated.

10. The Contractor/Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor/Employer representatives and the Union. Such release to the Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

11. The Contractor/Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor/Employer rules,

regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

13. Contractor/Employer shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test. An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately, unless additional testing is required by law. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in this Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by this Policy as a result of any occurrence related to the "quick" screen test.

**DRUG ABUSE PREVENTION AND DETECTION APPENDIX A - CUTOFF LEVELS**

<b>DRUG</b>	<b>SCREENING METHOD</b>	<b>SCREENING LEVEL**</b>	<b>CONFIRMATION METHOD</b>	<b>CONFIRMATION LEVEL</b>
Amphetamines	EMIT	1000 ng/ml*	GC/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	GC/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	GC/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	GC/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	GC/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	GC/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	GC/MS	2000 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	GC/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	GC/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	GC/MS	100 ng/ml

\* *SAMHSA/NIDA specified threshold*

\*\* *A sample reported positive contains the indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.*

*EMIT- Enzyme Immunoassay*

*GC/MS - Gas Chromatography/Mass Spectrometry*