

**CARPENTERS 46
NORTHERN CALIFORNIA
COUNTIES UNIFORM
SUBSTANCE ABUSE
POLICY**

Revised July 1, 2014

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES UNIFORM SUBSTANCE ABUSE POLICY

This Uniform Substance Abuse Policy, hereinafter referred to as “Policy,” has been adopted by the collective bargaining parties - the Construction Employers’ Association of California (hereinafter referred to as “Employer”) and the Carpenters 46 Northern California Counties Conference Board (hereinafter referred to as “Union”) and is available to Individual Employers through application to the Carpenters Work Preservation Committee.

POLICY

The Individual Employer and the Union are committed to protecting the health and safety of individual employees, their co-workers, and the public at large from the hazards caused by the misuse of drugs and alcohol on the job. The safety of the public, as well as the safety of fellow employees, dictates that employees not be permitted to perform their duties while under the influence of drugs or alcohol.

In order to implement this Policy, the following Agreements have been reached:

1. An employee shall not purchase, sell, transfer, furnish, possess, use or be under the influence of illegal drugs or any alcoholic beverage while on the Individual Employer’s job premises, while working on any jobsite in connection with work performed under the Master Labor Agreement, or when using any Individual Employer vehicle.
2. The proper use of prescription drugs as part of a medical treatment program is not a violation of this Policy. The improper use of prescription drugs is prohibited and is a violation of this Policy. Employees who believe or have been informed that their use of any prescription drug may present a safety risk are to report such drug use to Individual Employer supervision to insure the safety of themselves, other employees, Individual Employer property, and Individual Employer vehicles.
3. Any employee who is found to be in violation of this Substance Abuse Policy described above shall be subject to discipline up to and including discharge. Employees engaged in the sale or purchase of illegal drugs during working hours shall be subject to immediate termination and shall not be eligible for rehire.

At the discretion of the Individual Employer, any employee may be required, in connection with or instead of disciplinary action, to participate to the Individual Employer's satisfaction, in an approved drug assistance or rehabilitation program. Such rehabilitation shall be at no direct cost to the Individual Employer. The Individual Employer shall not pay the employee for any work time lost by the employee as a result of disciplinary action or rehabilitation.

PRIOR NOTICE OF TESTING POLICY

The following types of notice are required:

1. The Individual Employer shall be allowed to implement the Carpenters Uniform Substance Abuse Policy for all work performed by an Individual Employer within the 46 Northern California Counties, provided that the Individual Employer has made an application to the Carpenters Work Preservation Committee and is subject to Section 49(3) of the Master Labor Agreement.
2. When calling the Union hiring hall for workers, the Individual Employer shall advise the Union dispatcher that the Individual Employer is eligible to implement the Carpenters Uniform Substance Abuse Policy and intends to drug test dispatched workers.
3. The Individual Employer shall provide written notice of this Policy to all employees and workers dispatched to a jobsite where this Policy is in effect. The Individual Employer shall provide each employee with a copy of this Policy, together with a full explanation as to its meaning and consequences.

Failure to give any forms of notice in this Section shall make any drug testing engaged in by the Individual Employer a violation of the Master Labor Agreement, and no results of any such test shall be relied upon to deny employment or pay. In addition, if the Individual Employer repeatedly abuses the notice requirements described in paragraph 1 above, the Individual Employer may not implement any form of drug testing for six months. Further, failure to give notice as required by paragraph 2 above shall result in the payment of two hours show-up time to any dispatched worker who refuses to be tested, and the worker shall not be subject to the three-month bar as described on page 6.

TERMS/DEFINITIONS

For purposes of this Policy, the following terms/conditions shall apply:

1. **Illegal Drugs:**

For the purpose of this Policy, the terms “illegal drugs” or “drugs” refer to Cocaine, Opiates, Phencyclidine, Marijuana and the Amphetamine Group.

2. **Prescription Drug:**

A drug lawfully available for retail purchase only with a Doctor’s prescription.

3. **Reasonable Cause:**

Reasonable cause shall exist when a jobsite management representative preferably not in the bargaining unit who is trained in detection of drug use, substantiates in writing specific behavioral performance or on-the-spot physical indicators of being under the influence of drugs or alcohol on the job. The indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol, and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effects of proper use of prescription drugs, reaction to noxious fumes or smoke, etc.). Cause is not reasonable, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The grounds for reasonable cause must be documented by the use of an Incident Report Form (see Form “A” attached).

The following may constitute some of the reasonable causes to believe that an employee is under the influence of drugs or alcohol.

- (a) Incoherent, slurred speech;
- (b) Odor of alcohol on the breath;
- (c) Staggering gait, disorientation, or loss of balance;
- (d) Red and watery eyes, if not explained by environmental causes;
- (e) Paranoid or bizarre behavior;
- (f) Unexplained drowsiness.

4. Post Accident:

An Individual Employer may require that an employee who contributed to an accident resulting in damage to plant, property or equipment or injury to him/herself or others may be tested for drugs or alcohol.

IDENTIFICATION AND CONSENT PROCEDURES

Reasonable Cause Testing:

1. An employee may be required to submit to urine, drug or alcohol testing only if the Individual Employer has “reasonable cause” that the employee is under the influence of drugs or alcohol in violation of this Policy. The Individual Employer may order urine testing only.
2. If a management representative (preferably not in the bargaining unit) makes observations of an employee which may constitute reasonable cause for drug or alcohol testing, the supervisor shall immediately take the following actions:
 - A. Inform the employee that he/she may have a Union Representative present, if reasonably available. The employee shall also be provided with the attached Consent for Urine Test for Drugs and/or Alcohol Form setting forth the rights and obligations of the employee;
 - B. Fill out the Incident Report Form, including a statement of the specific facts constituting reasonable cause to believe that the employee is under the influence of drugs or alcohol, and the names of the person(s) making the supporting observations;
 - C. Provide a completed copy of this Incident Report Form to the bargaining unit employee before he/she is required to be tested, (and one copy made available to the Union Representative, if present). After being given a copy of the Incident Report Form, the bargaining unit employee shall be allowed enough time to read the entire document, to understand the reasons for the test.
 - D. Provide the employee with an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. If available, the Union

Representative shall be present during such explanation and shall be entitled to confer with the employee before the explanation is required;

- E. If the Management representative(s), after observing the employee, and hearing any explanation, concludes that there is in fact reasonable cause to believe that the employee is under the influence of drugs or alcohol, the employee may be ordered to submit to a urine drug test, and the employee shall be asked to sign the attached Consent for Urine Test for Drugs and/or Alcohol Form, attached to this Policy.
3. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered; the test results shall be destroyed and no discipline shall be imposed against the bargaining unit employee.
4. Unless there is reason to believe that the person being tested has previously altered a sample, or unless there is agreement in writing, an individual shall be allowed to provide the required specimen in the privacy of a stall or partitioned area.
5. If the Individual Employer has reasonable cause to believe an employee is under the influence of drugs or alcohol, as set forth in this Policy, and the employee refuses to submit to a drug test, this may subject the employee to discipline up to and including discharge.

Testing of Dispatched Workers:

1. A worker initially dispatched to a jobsite where the Policy is in effect may be required to submit a urine sample for testing illegal drugs as defined in this Policy. The testing of such workers must be conducted in compliance with the “Drug Testing Procedures” described in this Policy, and be required of dispatched workers *only* on the first day of reporting to the initial jobsite. This drug and alcohol testing of these dispatched workers, as described in this paragraph, is the only testing allowed under this Policy other than for “reasonable cause” or post accident.
2. Notwithstanding the above, Individual Employers may use, on a voluntary basis, the Avitar ORALscreen or Branam Medical Corporation “Oratect” an oral fluid test or an equivalent approved by the bargaining parties for substance abuse screening for pre-hire,

time of dispatch screening only. Testing procedures shall be conducted in a manner consistent with the product manufacturers' specifications. The Individual Employer shall make a photographic copy of the testing device for any non-negative test results. The test administrator shall initial said photographic copy, ask the worker to initial it and retain the initialed copy in a confidential file. Any "non-negative" test result shall be designated as "inconclusive" and shall be confirmed by a urine test at a SAMHSA certified laboratory in accordance with the "Drug Testing Procedures" of this Policy.

Notwithstanding the above, if a rehabilitation program or drug treatment program determines that periodic testing is appropriate or necessary for the employee who has tested positive under this Policy, then that employee shall be subject to future urine drug testing as recommended by the substance abuse expert.

3. A worker dispatched to such jobsite who refuses to submit a urine sample or an oral fluid test as approved by the bargaining parties for drug/alcohol testing will not be entitled to show-up pay for that day, and will be denied employment at the jobsite where the request for drug testing arose, for a period of three (3) months. If a worker who has refused a test returns to the same jobsite within three (3) months, and is denied work, that worker will not be entitled to show-up pay. If a worker initially dispatched to the jobsite refuses to submit a urine sample or an oral fluid test as approved by the bargaining parties for drug/alcohol testing, and that worker is denied employment for three (3) months, this Individual Employer action will not be grievable under the Master Agreement. If the worker tests negative for drugs and alcohol, he/she shall not be drug tested again while employed by the Individual Employer at any jobsite except for reasonable cause or post accident testing as described in this Policy.
4. The following rules control the pay for dispatched workers tested on the first day of their employment:
 - A. If a dispatched worker is not allowed to work on the day of the dispatch, and the test is negative, the dispatched worker is entitled to show-up time or the actual time taken to drug test, whichever is greater.
 - B. If the dispatched worker is not allowed to work until the results of the drug test are received, and the test is negative, the dispatched worker is entitled to show-up pay of two (2) hours

per day for all days the dispatched worker is kept off the job unless the dispatched worker has been dispatched to another Individual Employer.

- C. If the dispatched worker is not allowed to work until the results of the drug test are received, and the test results are positive, the dispatched worker is not entitled to any form of pay by the Individual Employer (including show-up pay on the first day of dispatch or for days after the first day of dispatch). If the Individual Employer elects not to pay two (2) hours of show-up time for the first day of dispatch, the Individual Employer shall provide written notice to the Union that the employee was not in compliance with the Policy.
- D. If the dispatched worker is put to work, that dispatched worker is entitled to pay and benefits under the Master Agreement for all hours worked, regardless of the results of the drug test.

DRUG TESTING PROCEDURES

- 1. The initial testing or confirmatory testing following an “inconclusive” oral fluid test shall be done at a Substance Abuse and Mental Health Service Administration (“SAMHSA”) certified laboratory. The collective bargaining parties retain the right to inspect the laboratory to determine conformity with the standards described in this policy. The laboratory will only test for ethyl alcohol and the illegal drugs listed in the Definition Section of this Policy. All testing will be at the Individual Employer’s expense.

The laboratory shall save a sufficient portion of the specimen in a manner approved by SAMHSA so that an employee may have a second test performed. Upon request by the employee through the MRO, a second test will be performed by a SAMHSA certified laboratory selected by the employee at the employee’s expense.

- 2. The specific required procedure is as follows:
 - A. Urine shall be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the employee’s option in a wide-mouthed clinic specimen container which shall remain in full view of the employee until transferred to, sealed and initialed, in separate tamper-resistant urine bottles.

- B. Immediately after the specimen is collected, it will be labeled and then initialed by the employee and a witness. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory, the specimens shall then be placed in a transportation container. The container shall be sealed in the employee's presence and the employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
- C. A chain of custody form shall be completed by the hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.
3. The initial screening test of all urine specimens shall utilize immunoassay techniques. In order to be considered "positive" for reporting by the laboratory to the MRO, all specimens identified as positive in the initial screen shall be confirmed utilizing gas chromatography/mass spectrometry (GC/MS). The following standards shall be used to determine what levels of detected substances shall be considered as "positive:"

<u>SUBSTANCE:</u>	<u>SCREENING TEST:</u>	<u>CONFIRMATION:</u>
Amphetamines	1000 ng/ml	Amphetamine 500 ng/ml GC/MS Methamphetamine* 500 ng/ml GC/MS *(Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/ml)
Cocaine Metabolites	300 ng/ml metabolite	150 ng/ml GC/MS
Opiate Metabolites	2000 ng/ml morphine	Morphine 2000 ng/ml GC/MS Codeine 2000 ng/ml GC/MS 6-acetylmorphine (6-AM) 10 ng/ml GC/MS (Test for 6-AM in the specimen. Conduct this test only when specimen contains morphine at a concentration greater than or equal to 2000 ng/ml.)

<u>SUBSTANCE:</u>	<u>SCREENING TEST:</u>	<u>CONFIRMATION:</u>
Phencyclidine	25 ng/ml	25 ng/ml GC/MS
Marijuana Metabolites	50 ng/ml	15 ng/ml GC/MS (Delta 9-THC)
Ethyl Alcohol	0.04 g%	0.04 g%

4. All positive drug test results shall be confirmed by a Medical Review Officer (M.R.O.) designated by the Individual Employer.
5. If the testing procedures confirm a positive result, as described above, the employee/dispatched worker shall be notified of the results in writing. The employee/dispatched worker may request in writing from the MRO a report that includes the specific quantities. If requested by the employee/dispatched worker or the Union, (with the written consent of the member), the laboratory will provide copies of all laboratory reports, forensic opinions, laboratory work sheets, procedure sheets, acceptance criteria and laboratory procedures.
6. All specimens confirmed positive shall be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.
7. All information from an employee's or dispatched worker's drug and alcohol test is confidential for purposes other than determining whether the Individual Employer policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released until the results are confirmed.
8. Every effort will be made to insure that all employee substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

No laboratory or medical test results will appear in the employee's Personnel File. Information of this nature will be kept in a separate, confidential file.

All necessary measures shall be taken to keep the fact and the results of the test confidential.

CONSEQUENCES FOR VIOLATING THE RULES AND PROVISIONS OF THIS POLICY

1. ***Dispatched workers:*** Dispatched workers who submit a urine sample on the first day of their employment may be terminated by the Individual Employer if their initial positive test results have been confirmed in writing. Dispatched workers will be informed in writing if they are rejected on the basis of a confirmed positive drug test result. A dispatched worker may challenge the validity of a positive test result through the grievance procedure of the Master Agreement.

2. ***Employees:*** If the results of the urine test administered by the Individual Employer show that the employee was under the influence of drugs or alcohol while on duty, the appropriate disciplinary action may be imposed by the Individual Employer after the following procedure has been followed:

After considering the results of the tests, the Individual Employer may discipline the employee provided that any discipline imposed for the first offense in any twenty-four (24) month period, and any grievance filed in response thereto, shall be held in abeyance pending voluntary participation by the employee in a substance abuse treatment program mutually agreed upon by the Employer and the Union during an unpaid leave of absence.

3. The employee may return to work if work is available after showing either successful completion of the rehabilitation program or satisfactory participation in the program of counseling and/or meetings.

4. If the employee successfully completes or participates in such a program or is not disciplined for substance use, possession or being under the influence for twenty-four (24) months following the initial confirmed positive test, the discipline shall be revoked and shall not be used as the basis for any other disciplinary action in the future.

5. If an employee's positive test result has been confirmed, the employee is subject to disciplinary action under the terms described

above, up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the employee's work, length of employment, current job performance, the specific results of the test, and the history of past discipline.

6. If a rehabilitation program or drug treatment program determines that periodic testing is appropriate or necessary for the employee who has tested positive under this Policy, then that employee shall be subject to future urine testing as recommended by the substance abuse expert.

SUPERVISOR TRAINING

The Individual Employer shall develop a program of training to assist Management representatives and stewards in identifying factors which constitute reasonable cause for drug testing, as well as a detailed explanation and emphasis on the terms and conditions of the drug policy.

EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An employee who engages in drug/alcohol abuse is encouraged to participate in an Employee Voluntary Self-Help Program. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Request by employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. An Employee Voluntary Self-Help Program Counselor shall not disclose information on drug/alcohol use received from an employee for any purpose or under any circumstances, unless specifically authorized in writing by the employee.

The Individual Employer shall offer an employee affected by alcohol or drug dependency an unpaid medical Leave of Absence, for the purpose of enrolling and participating in a drug or alcohol rehabilitation program.

GRIEVANCE PROCEDURE

All disputes concerning the interpretation or application of this Policy shall be subject to the grievance and arbitration procedures of the applicable Master Labor Agreement.

SAVINGS CLAUSE

The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Policy be determined contrary to law, such invalidation of that part or portion of this Policy shall not invalidate the remaining portions. In the event of such determination, the collective bargaining parties agree to immediately bargain in good faith in an attempt to agree upon a provision in place of the invalidated portion.

INDEMNITY CLAUSE

The Individual Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise solely out of the Individual Employer's application of this Policy.

TERM OF AGREEMENT

This Policy shall constitute the only Agreement in effect between the collective bargaining parties concerning drug abuse, prevention and drug testing. Notwithstanding the above, if an owner's requirements are more stringent than those contained in this Policy, then the Carpenters Work Preservation Committee will review an Individual Employer's request to implement the owner's requirements.

If as a condition of securing a job or contract, an owner requires the implementation of its own bona fide, pre-existing substance abuse policy which is uniformly applied to all workers at the site, upon receipt by the Union of a copy of the policy, the Union shall give the same consideration to such owner substance abuse policy as it would give to the Carpenters 46 County Conference Board Substance Abuse Policy on a job-by-job basis.

The collective bargaining parties agree to meet on an annual basis to review this Policy, bring it into compliance with the law, if necessary, and review other considerations which may arise during the course of this Agreement. Changes in this Policy may be made only if mandated by law or agreed upon by the collective bargaining parties.

“FORM A”

INCIDENT REPORT FORM

Name of Employer _____

Employee Involved _____

Date of Incident _____ Time of Incident _____

Location of Incident _____

Employee's Job Assignment/Position _____

Has employee been notified of his/her right to Union representation? _____

Date/Time Notified DATE _____ TIME _____

Employee's Initials _____

Witness to Incident _____

OBSERVATIONS _____

EMPLOYEE'S EXPLANATION

Action Recommended:

Action Taken:

1. _____
Signature Employer Representative

2. _____
Signature Union Representative (if present)

Title: _____

Title: _____

Date/Time/Action Taken: _____

**CONSENT FOR URINE TEST FOR
DRUGS AND/OR ALCOHOL**

I, (name)_____ understand that my Employer has adopted a Drug and Alcohol Policy which allows for urine drug and/or alcohol testing for reasonable cause. I have been requested to give a urine specimen which will be tested for the presence of Cocaine, Opiates, Phencyclidine, Marijuana, the Amphetamine Group and Ethyl Alcohol.

I may refuse to provide a urine sample, but disciplinary action by the Company, up to and including discharge may result if a sample is not provided.

All charges for this urine test for drugs and /or alcohol will be paid for by the Company, and not me.

I have read, understand and agree to the above.

Date: _____

Time: _____

Employee: _____

CONSENT FOR PRE-EMPLOYMENT ORAL FLUID
AND/OR
URINE TEST FOR DRUGS AND/OR ALCOHOL

I, _____, understand that _____ has adopted a Drug and Alcohol Policy which provides for pre-employment drug and/or alcohol testing of dispatched workers and applicants for employment. I understand that any offer of employment is subject to and conditioned on: 1) my consent to take a drug and/or alcohol test; and 2) a negative test result.

Initial the applicable testing option:

_____ I have been requested to provide a urine specimen which will be tested for the presence of Cocaine, Opiates, Phencyclidine, Marijuana, the Amphetamine Group and Ethyl Alcohol.

_____ I have been requested to take an oral fluid test which will be tested for the presence of Cocaine, Opiates, Phencyclidine, Marijuana, the Amphetamine Group and Ethyl Alcohol. I understand that if this oral fluid test is non-negative or inconclusive, that I will be requested to provide a urine specimen which will also be tested for the above referenced substances.

All charges for the oral fluid and/or urine test for drugs and /or alcohol will be paid for by the Company, and not me.

I have read, understand and agree to the above.

Date: _____

Time: _____

Dispatched Worker/Applicant: _____