



DRUG FREE ALLIANCE

BETWEEN

LOCAL UNION 100 INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

AND THE

EAST CENTRAL CALIFORNIA CHAPTER
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION

INTRODUCTORY LETTER

TO: All Union Members, Participating Employers and Contractor Employees

Drug and alcohol abuse in the workplace costs companies over 100 billion dollars per year. Statistics show that nationwide almost 10% of employees use drugs in the workplace. Drug testing in the workplace is not only cost-effective; it is a successful deterrent to the harmful and sometimes tragic impact of substance abuse.

IBEW Local 100, the East Central California Chapter NECA and the IBEW Local Union No. 100 Labor Management Cooperative Committee (LMCC) are determined to address this problem. The committee, through a Drug-Free Alliance, has developed the policy in this booklet and agreed to engage the services of ScreenSafe, Inc. to administer the program. ScreenSafe will be using an outside firm to do the random selecting of individuals to be tested. The program will include a 50% pool for annual testing and also a 10% ongoing pool. This means that everyone in the pool will be tested randomly at least once every two years, and it is possible to be selected at any time from the 10% pool.

Effective December 1, 2007, any participating employer must submit to the Drug-Free Alliance the names of any/all of its employees covered by the terms of the collective bargaining agreement for the purpose of determining compliance with the terms of this policy. Once these names have been received, the employer may request, as a condition of referral, persons determined to be compliant with the terms detailed in this policy. Participating employers may also elect to submit the names of any/all of its non-bargaining unit employees for the purpose of determining compliance with the terms of this policy.

All members and all persons making use of the Referral Program, not in the Drug Free pool at the time of referral, will be instructed to report directly to a participating collection site for compliance testing immediately after receiving a referral for employment with a participating employer and will receive two hours of regular pay, including fringe benefits, for results deemed to be in compliance.

All members, and traveling craftsperson, working for a participating employer will be subject to reasonable suspicion testing.

All apprentices and participants in training shall be subject to all aspects set forth in this policy (random and reasonable suspicion).

The policy calls for substance abuse testing in four circumstances:

1. Initial compliance testing
2. Systematic computer selected testing
3. Testing for cause, (including post accident per OSHA requirements)
4. Accelerated testing

In order for all test results to be kept as confidential as possible, employers will need to select two Designated Representatives to handle all confidential matters involving this program. The local Union will have Designated Representatives as well for people using Referral. Only these Designated Representatives will be informed if a person is non-compliant.

The initial compliance testing will occur for any/all employees covered by the terms of the collective bargaining agreement and for those non-bargaining unit employees who the participating employers elect to enroll in the Program, following their employer's decision to participate in the Drug-Free Program, as scheduled by ScreenSafe. Initial compliance testing for applicants to apprenticeship will occur prior to completing the indenture process and according to the guidelines established by the Apprenticeship Committee. Initial testing for all other persons not in compliance with this policy will occur at the time of referral to a participating employer.

The systematic computer selected testing will work in this way: ScreenSafe, the plan administrator that was selected to administer the program, will fax a list of employees that have been selected on a random basis to the appropriate Designated Employer Representative. This Designated Employer Representative will then inform these employees that they must report for testing within four (4) hours of notification. In cases where the participant is not employed and is selected for random testing, forms should be sent back to the Program Administrator at ScreenSafe, Inc.

In any event, if the participant is compliant, ScreenSafe will not contact the Designated Representative. If an employee has been found to be non-compliant for any reason, the appropriate Designated Representative will be informed verbally and in writing. This program is designed so that those who need help will get the treatment they should have. As long as these employees comply with the program, there will be no disciplinary action. If, however, they do not comply, they will be subject to disciplinary action under this Policy. This action may include termination.

The Medical Review Officer of the Program will investigate a test positive. If there is no valid reason for the presence of a substance, the participant will be informed that they need to contact ScreenSafe. These participants will not be allowed to return to work until they have seen the Member's/Employee's Assistance Program, and have been given a "return to work release", verified through the Administrator.

We hope this packet of information will help you understand the working of the program and its policy procedures. Please read the contents of this packet thoroughly to ensure that you as an employer or employee understand the program completely. If you have any questions, please contact the Administrators at ScreenSafe, 877-727-3369.

Sincerely,

John Hutson
Chapter Manager
East Central California Chapter NECA

Gerald Zumwalt
Business Manager
IBEW Local Union 100

STATEMENT OF PURPOSE

The East Central California Chapter NECA and IBEW Local 100 have formed an alliance (hereafter "Alliance") to address the problems caused by drug and alcohol abuse. ScreenSafe, Inc., an Illinois corporation, will administer those programs established by the Alliance. It is the Alliance's purpose to provide a vehicle to help establish and maintain a workplace free of the destructive effects caused by the use of drugs and alcohol. The Alliance activities are not intended to interfere with normal practices of the union or management. The Alliance recognizes its responsibility to communicate with and educate its participants relative to this policy and the harmful effects of drugs and alcohol in our society and workplace. The Alliance also recognizes the need to facilitate access to programs of assistance to those persons for whom drugs or alcohol may be causing problems. Finally, while not wishing to violate the rights or to invade the privacy of any participant, the alliance drug-testing program will detect those participants who are unable or unwilling to conform to the established program. Participants who are at will employees (non-covered employees) of contractors associated with the Alliance will be subject to internal company disciplinary policies.

The alliance shall take reasonable measures to safeguard the privacy of participants in connection with this Policy, including maintaining the confidentiality of participants who come forward to discuss alcohol or drug abuse affecting them. Anyone who voluntarily seeks assistance or rehabilitation for alcohol or drug related problems before being asked to submit to a test shall be granted amnesty. However, seeking assistance is not a defense to discipline for violations of this policy.

THE POLICY

INTRODUCTION

Persons who abuse drugs or alcohol or other controlled substances, on or off their jobs, are likely to be less productive, less reliable, more frequently absent, and to have other work-related problems that can cause increased costs, delays, accidents and injuries that may damage the health, safety and well-being of other workers on the job. The construction industry can control and reduce this problem by taking several specific steps:

- Recognition of the problem.
- Development of a comprehensive policy.
- Implementation of a program of education and information.
- Promotion of an assistance program.
- Implementation of fair and respectful drug testing that conforms to federal drug testing program guidelines.
- Efforts to control and reduce the negative consequences of drug use and alcohol misuse in the construction industry will be done with the utmost confidentiality and respect for the participant.

In order to enhance substance abuse awareness among all those involved, educational seminars and training programs will be offered. The educational seminars will be directed toward education of all participants about the seriousness of the problem of drug and alcohol abuse in this country and how the use of drugs and alcohol negatively impacts safety, productivity, home life and the competitive ability of the American workforce.

Participants who may serve in supervisory positions will receive specific training intended to assist them in identifying problem situations and/or warning signs of impairment. In addition, these training sessions will clarify their responsibility to document, intervene and follow up with the troubled participant. The training sessions will provide specific guidance on how to comply with the management responsibilities associated with all aspects of the drug-testing portion of the program. These sessions will be offered on a scheduled and as needed basis to meet the training requirements of all employers.

The Alliance encourages all participants and their spouse or dependents troubled by drug or alcohol abuse to seek professional care and treatment. Early recognition and treatment of alcohol and drug abuse provides the greatest opportunity for successful recovery. Participants will be referred to the Employee Assistance Program (EAP) as a result of a non-compliant test. The content of the discussion with the EAP will be protected and confidential. A participant who seeks the services of the EAP on his/her own will not have his/her use of the program brought to the attention of the Alliance or any of its subscribing organizations or participants. Participants who use the EAP as a consequence of a non-compliant test will be subject to the conditions established in the testing portion of this policy.

The EAP provides confidential assistance to participants, spouses and their dependents that are experiencing a substance abuse or an alcohol related problem in their own life. The EAP staff has knowledge of the level and types of benefits available to the Alliance participants. Participants can access the services of the EAP through a hotline that is

staffed twenty-four (24) hours a day, seven (7) days a week, throughout the entire year. Participants calling the EAP hotline are put in touch with a counselor who will initially conduct a professional assessment by phone. The counselor may meet with them to further assess the nature of the problem in order to provide the best and most appropriate level of care. Certified and credentialed human service professionals, who are sensitive to the needs of the participant, staff the EAP. Participants who take the initiative to contact the EAP for assistance do so with assurance that their calls will be treated respectfully and confidentially.

The Alliance will cover the costs of the EAP assessment of bargaining unit personnel who are non-compliant with this policy to the extent such assessment is not covered by the employee's health insurance plan. Employees are encouraged to check for possible coverage with any health insurance plan that may be provided either through their employer or through the IBEW Local Union No. 100 Health and Welfare Trust.

The Alliance will not be responsible for any costs related to the implementation of this policy for non-bargaining unit personnel. Employers choosing to implement this policy for non-bargaining unit employees shall cover the costs of testing, assessment, counseling, treatment, and/or any other cost, including legal costs, arising from such implementation. The initial set up cost per non-bargaining unit employee is currently \$55.00. The on-going participation cost per non-bargaining unit employee is \$2.50 per month. Non-bargaining unit employees are encouraged to check for possible coverage with any health insurance plan that may be provided either through their employer or through their participation, if any in the IBEW Local Union No. 100 Health Welfare Trust plan.

This Alliance shall amend and interpret the policy, as it deems necessary.

PROHIBITIONS AND REQUIREMENTS

1. The use of alcohol or drugs by employees during working hours or on the job site or on company property (including company vehicles) is absolutely prohibited.
 - a) The term "use" means consuming, possessing, selling, transferring, concealing, distributing or arranging to buy or sell, being under the influence of, or reporting for duty under the influence of alcohol or drugs as set forth in this policy, or having illegal drugs in one's possession. The possession of unopened alcohol in the participant's personal vehicle, in and of itself, shall not be a violation of this policy.
 - b) The term "alcohol" means any form of alcohol, including ethanol.
 - c) The term "drug" means any intoxicating substance, narcotic plant or similar substance identified under the Controlled Substances Act or similar federal or state law, and includes prescribed medications not used in accordance with a valid medical prescription. Notwithstanding any other provision in this policy, the use of prescription medications in accordance with a lawful prescription and the use of over-the-counter medications are not violations of this policy. However, marijuana and its active ingredient THC are illegal under federal law and accordingly are included in this definition of drug, notwithstanding any use that might be permissible under California law.

- d) The term “working hours” means all the time in which employees are engaged in work duties or subject to the control of the Company, including scheduled breaks and travel to work or from one workplace to another. Social events attended are not covered under this policy.
 - e) The term “company property” means all facilities, job sites, vehicles and equipment that are owned, leased, operated or utilized by the Company or its employees for work-related purposes, including parking areas and driveways, as well as lockers, toolboxes or other storage areas used by the employees. It also includes other public or private property, facilities, vehicles and equipment located away from the Company facility if the employee is present on such property for a work-related purpose.
 - f) Participants who have drugs or alcohol in their system at or above the cutoff values specified in the Administrative Rules are deemed under the influence.
 - g) The term “accelerated testing” means any follow-up testing required by the EAP counselor.
 - h) The term “member” refers to any individual working under the terms of the collective bargaining agreement, and is part of the bargaining unit, who is currently employed or intends to become employed by a participating employer.
 - i) The term “participating employer” means any employer who has affiliated with the Drug-Free Alliance.
 - j) The term “participant” means any member (as defined above) or other person who is required, as a condition of employment with a participating employer, to comply with the terms of this policy.
2. In order to enforce this policy, participants shall be required to submit to drug and/or alcohol testing in accordance with this policy. Except as otherwise provided in this policy, no participant will be tested for alcohol unless there exists a reasonable suspicion that the person is under the influence of alcohol, or the participant is involved in an OSHA recordable on-the-job accident. Testing for these two reasons will only be done by evidential breath testing device (breathalyzer).
 3. Any participant who is convicted of a drug or alcohol crime occurring in the workplace or while on company assignment, and who is employed by an Alliance affiliated employer, must report this information to the designated representative no later than five (5) days after such conviction. Failure to do so shall be deemed a violation of the policy.
 4. Bargaining unit participants subject to this policy continue to have access to the usual protections provided by the participant’s collective bargaining agreement. If a participant is aggrieved by any action taken under this Policy, and his/her complaint cannot be resolved by the Alliance, the complaint may, if the participant or Union requests it, be referred as a grievance under the grievance and arbitration provisions of the participant’s collective bargaining agreement. In the event the matter is referred to arbitration, the provisions of this Policy shall bind the arbitrator substantively.

TESTING

All bargaining unit employees of the Alliance affiliated employers and all unemployed participants (members or others already found to be compliant) who may be referred to Alliance affiliated employers will be subject to the Alliance program, and will be tested at least once, but not limited to one occasion, during each 24-month period. Testing will be done through a computerized selection program (December 1, 2007 – August 31, 2009 being the first scheduled period).

The Alliance recognizes that participants should not be subject to testing that the committee determines to be duplicative in purpose as well as cost. Therefore, an employer who must comply with a customer's drug testing requirements that are not satisfied by the Alliance may petition the Committee to have the customer's program recognized as satisfying the bi-annual mandatory testing requirements of this program. However, any participants working on such a recognized site will still be subjected to the 10% random testing requirements and "reasonable suspicion" testing requirements of the Alliance. Furthermore, in order to satisfy customer requirements, individuals may have to undergo testing as a condition of referral or assignment to a particular job.

Testing will take place on a regular basis as determined by the Alliance. Participants selected for random testing will be instructed to report to a participating collection site within four (4) hours of being notified of selection. An employed participant will be given two hours off with regular pay and fringe benefits by their employer for this purpose. Participants who are selected for either random or bi-annual testing while they are unemployed will be suspended from testing and will be deemed to be in compliance with this program until such time as they have accepted a referral or job assignment; testing for these participants will occur following referral and prior to reporting to the participating employer's shop or job, and will receive two hours of regular pay, including fringe benefits, for results deemed to be in compliance. The employer or Referral Agent will provide the participant with the names of collection site locations. The participant will receive a chain-of-custody form and authorization to test at the collection site. Whenever a participant is directed to submit to a test, the participant should contact the collection site to verify the site's hours of operation. Copies of the form letters notifying participants of their selection for this at-random-test appear as ATTACHMENTS I, II, & III in this booklet. (The designated representative must fax Attachment II "Participant to Test Notification" back to the Administrator at ScreenSafe)

Participants may also be tested if there is "reasonable suspicion" that a participant's work performance or on-the-job behavior is affected in any way by drugs or alcohol. (See ATTACHMENTS XV, XVI, XVII, XVIII & XIX)

To implement an appropriate program, the Alliance has adopted six (6) safeguards that reflect the standards established by the U.S. Department of Health and Human Services (DHHS) and the National Institute of Drug Abuse (NIDA). These safeguards are as follows:

1. The integrity of collected urine specimens will be insured by utilization of one collection procedure at all sites. Samples will be collected in accordance with federal standards that provide for a continuous chain of custody and which recognize privacy concerns regarding the participants being tested.

2. Carefully selected accredited labs that have also obtained and retained DHHS certification will conduct the testing.
3. All drug tests that screen positive will be confirmed by gas chromatography/mass spectrometry (GC/MS).
4. A Medical Review Officer (MRO) will review all drug test positives prior to verification of positive test results. The MRO is a physician with specialty training and expertise in substance abuse and drug testing. The MRO will review presumptive positive test results to insure that proper procedure, protocol, and reporting is done. The MRO will attempt to interview the person with a presumptive positive test result by telephone to assess whether any legitimate explanation exists for the presumptive positive drug test. The MRO will make at least two documented attempts to telephone participants with presumptive positive drug test results to notify them of those results. The MRO will also notify participants that they have three working days from the date they are notified of their results to make and support any explanations or rebuttal they have for such results, and that they have five working days from the date they are so notified to request and make satisfactory arrangements to pay for a retest. If the MRO is unable to contact a participant with presumptive positive test results after at least two documented attempts over a 24-hour period, the MRO will notify the Administrator of ScreenSafe that the participant has an administrative positive. If, after interview, no legitimate explanation exists for the administrative positive drug test, the MRO will inform the Administrator of ScreenSafe that the participant has an administrative positive.
5. Urine samples will be separated into two containers at the time the sample is collected. One portion of the original urine sample shall be kept secure and chemically stable and made available for verification of laboratory testing results. Diluted, adulterated or substitute specimens will be considered invalid. The Alliance uses (DHHS) guidelines to determine when specimens are adulterated, diluted or substituted. Bargaining unit participants submitting such specimens will be required to immediately submit to another test and shall be removed from active duty with their current employer and all participating employers shall have the right to reject subsequent referrals of said participant until the participant is evaluated by the EAP and has complied with the specified treatment or education program. All drug test positive samples will be retained at the testing laboratory for one year. The retained urine samples will be available during this time should the results of that test be disputed or should arbitration or litigation arise out of the actions taken because of the test results.
6. Employees who have confirmed medical conditions that do not permit them to provide a valid urine specimen (for example, employees on diuretics, employees required due to medication or other conditions regularly to consume large amounts of fluids, employees undergoing dialysis) will be permitted to satisfy the testing requirements through alternative means of testing such as blood, hair or saliva testing. These arrangements will require medical documentation and will be considered on a case-by-case basis by the Administrator of ScreenSafe. Participants whose medical condition requires alternative testing procedures must contact the Administrator to the

Alliance Program upon learning of the medical condition so that the request for alternative procedures may be evaluated in advance of any notification to be tested.

On a periodic basis, the Alliance, through ScreenSafe, will submit blind pretested urine samples with appropriate documentation to the drug-testing laboratory as a means of assuring laboratory proficiency.

As a further protection to the six (6) listed safeguards and the representation described above, the Alliance reserves the right to contract the services of a toxicologist or other appropriate independent professional to audit the collection facilities and the drug-testing laboratory as deemed necessary. The purpose of this audit shall be to insure that guidelines developed to protect the participant's rights, the interest of the Alliance, and all those affiliated with the alliance are rigorously adhered to and to insure that those procedures used to conduct drug testing continue to meet or exceed the standards of performance established by federal guidelines.

CONSEQUENCES

1. Participants who test or are deemed non-compliant shall be required to comply with the following:
 - a) Upon a first non-compliant incident, the participant will be referred to the EAP for an evaluation. If the participant is covered by a collective bargaining agreement, then until the participant completes the specified treatment or education program, which will include accelerated testing (See ATTACHMENTS IV & V), and obtains a return to work release, all participating employers shall have the right to reject subsequent referrals of said participant until the participant is evaluated by the EAP and has complied with the specified treatment or education program.. If the participant chooses not to sign a release authorizing the EAP to communicate with ScreenSafe, utilize the EAP or follow the EAP's specified treatment or education program, he/she will be required to wait for thirty (30) days from the date of initial contact with the MRO before being allowed to test again. During this thirty (30) day waiting period, all participating employers shall have the right to reject subsequent referrals of said participant until the participant is evaluated by the EAP and has complied with the specified treatment or education program..
 - b) Upon a second non-compliant incident within a two-year period, the participant will be referred to the EAP for an evaluation. The participant will be suspended from employment with his/her current participating employer and all participating employers shall have the right to reject subsequent referrals of said participant until the participant is evaluated by the EAP and has complied with the specified treatment or education program.. In addition, the participant will be placed in the accelerated testing program for one year following his/her return to work. (See ATTACHMENTS VI & VII) The participant will be required to sign a "Last Chance Agreement" between him/herself, the Alliance and the Union. (See **ATTACHMENTS VIII**)
 - c) The two-year period described (in a through c) above is a rolling two-year period, which commences on the date of any non-compliant incident.

2. As outlined herein, a second non-compliant incident shall not be the sole basis for termination. However, bargaining unit participants who are in non-compliance with the Alliance program will be removed from active duty and all participating employers shall have the right to reject subsequent referrals of said participant until the EAP evaluates the participant and the participant has initiated or completed the specified treatment or education program, and obtained a return to work release. For purpose of this provision, “non-compliance” shall be determined by the Administrator and shall mean:
 - a) Failing to take a test as scheduled
 - b) Failing to keep a scheduled appointment with the EAP
 - c) Failing to participate in and/or complete the specified treatment or education program
 - d) Substituting another substance or specimen for their urine specimen (including their own previously excreted urine)
 - e) Providing a diluted specimen for a second time without a valid medical explanation
 - f) Providing a urine specimen that shows the presence of an adulterant
 - g) Testing positive.
3. A bargaining unit participant who complies with the EAP specified treatment or education program may return to work or be referred from the “out of work list” to a participating employer once a return to work release has been obtained from the EAP. (See ATTACHMENTS XIII & XIV)
4. Discipline of bargaining unit participants for policy violations addressed or not expressly addressed in this policy shall be in accordance with the Collective Bargaining Agreement. The grievance procedure shall be made available to all collective bargaining participants. Non-collective bargaining participants shall be subject to internal company discipline procedures.
5. Nothing in this policy shall be construed to authorize any action that is unlawful under federal or state law.

REASONABLE SUSPICION TESTING

The “reasonable suspicion” standard is applicable to, but is not limited to, an employee involved or injured in a workplace accident requiring medical treatment other than First Aid, or results in property damage of \$1,000.00 or more.

Employees will be tested for the presence of drugs and/or alcohol if there exists objective evidence that the employee is under the influence of drugs and/or alcohol. At least two supervisors or other company representatives, if feasible, must witness the conduct of the employee. The witness or witnesses must have received training in the identification of actions, appearances, or conduct, which are indicative of the use of drugs or alcohol. The witnessing supervisor(s) and/or company representative(s) shall document, in writing, the incident and the reasonable cause basis for such testing. The documentation shall specifically detail the actions of the participant, the location, date, time, length of

observation, any witnesses, and be signed by the supervisor(s) and/or company representative(s) who witnessed the incident with copies available to the employee and the designated representative. The witnessing supervisor(s) or company representative(s) may contact ScreenSafe at any time for assistance during this process. (See ATTACHMENTS **XV, XVI, XVII, XVIII & XIX**)

The Employee shall have the right to have a representative of the Union present, which may be the Business Representative. If the Business Representative is not accessible within one (1) hour, the job steward, or an on-site co-worker of the Employee's choosing must be present during the interview process.

Bargaining Unit participants continue to have access to the usual protections provided by the collective bargaining agreement. If a bargaining unit participant is aggrieved by any action taken under this Drug Policy and his/her complaint cannot be resolved by the Alliance, it may be referred as a grievance under the grievance and arbitration provisions of the participant's collective bargaining agreement. In the event the matter is referred to arbitration, the provisions of this Policy shall bind the arbitrator substantively.

Refusal to take the reasonable suspicion test or failure to comply with all necessary elements of the testing program shall be deemed a violation of the policy and may result in the participant being disciplined up to and including discharge by the Alliance affiliated employer. Participants who, as a result of testing for reasonable suspicion, lose time from work while awaiting the test results, and who are found to be negative or below the established levels of prohibited substances in their specimens, shall be reimbursed at their applicable rate of pay (including fringe benefits) for lost time from work by the participant's respective employer.

Any participant who disputes the positive results shall have the right to have his/her initial sample independently re-tested by a DHHS certified laboratory of his/her choice, at his/her own expense, within five working days of when he/she was notified of the test results. A portion of the initial sample shall be forwarded under chain of custody directly by the Alliance testing laboratory to the DHHS laboratory selected by the participant. Evaluation of the re-tested sample must be performed by a qualified MRO approved by the Alliance. If the second lab report test reveals negative results, then both tests will be considered negative. Under these circumstances, the employer will reimburse the participant for compensation (including fringe benefits) lost during the period of his/her removal and the Alliance will reimburse the participant for the cost of the second test.

(See ATTACHMENT XX)

A participant whose positive test results are confirmed will be referred to the EAP by the MRO. The participant shall attend all appointments with the EAP counselor and comply with the specified treatment or education program.

TRAVELING CRAFTSPERSON AND TEMPORARY ASSIGNMENT

There may be times when certain jobs require the recruitment of traveling craftspersons. It is the position of the Alliance that all traveling craftspersons are subject to both initial and random testing. These provisions will also apply to those individuals working under the portability rules. In order to avoid situations wherein a craftsperson will be forced to have uncompensated days while waiting for the results of the initial urine drug screen to be reported, unless specified otherwise by the customer, the traveling craftsperson will be

instructed to report directly to a participating collection site for compliance testing immediately after receiving a referral for employment with a participating employer and will receive two hours of regular pay, including fringe benefits, for results deemed to be in compliance. The traveling craftsman understands and accepts that should his/her urine test positive for any prohibited substance their employment will be subject to all terms of this agreement.

Bargaining unit participants who are referred or ported to work assignments that are anticipated to last three (3) days or less are subject to the Alliance drug-free workplace policy, but may, at the discretion of the Alliance, be exempt from the drug-testing program. If the assignment subsequently exceeds three (3) days, or if the participant accumulates more than three (3) days employment, the participant shall be subject to the drug-testing program. Participants will be allowed to remain at work after three (3) days if they provide a urine sample for testing within 24 hours of the end of the third days work. Should the test be reported as positive, a violation of the policy shall have occurred and the participant shall be subject to discipline up to and including termination by the Alliance affiliated contractor, subject to the participant's rights under the participant's collective bargaining agreement.

DRUG-FREE RECIPROCAL COALITION AGREEMENT

The procedural rules apply to eligibility for employment of covered employees as defined in the Electrical Industry Drug-Free Alliance Program (i.e. all members and others that are part of the collective bargaining agreement.)

If a member is not compliant in their home local, participating employers may reject a referral of said member until the member has satisfied its home local's Drug-Free Program. Currently, the following National Electrical Contractor Associations and IBEW Locals are participating:

East Central California Chapter NECA

IBEW Local 100

In the future, we will expand and continuously add new chapters and locals to the Drug-Free Reciprocal Coalition Agreement.

All members will need to initial a consent form either through the testing site or through the referral hall acknowledging their eligibility for employment will be released to the Drug-Free Reciprocal Coalition Program.

ADMINISTRATIVE RULES

GUIDELINES FOR SPECIMEN COLLECTION SITES

The urine collection process will follow to the extent and in the manner provided in DHHS guidelines.

1. If the drug test is for reasonable suspicion purposes and not random, the company supervisor or other company representative is required to, and shall, accompany and transport the participant to the specimen collection location. A union representative, steward, or coworker may also accompany the participant along with a company supervisor or company representative. Upon arrival at the collection facility the following procedures apply for drug testing:

- a) The participant is required to provide picture identification (Company identification card, driver's license, etc.) to the attendant at the collection site. If the testing is for reasonable suspicion or accident, and picture identification is not available, then the company supervisor or company representative shall identify the participant. (See ATTACHMENT I)
 - b) The participant is to be provided a collection room and shall be required to provide an unadulterated urine specimen in the collection bottle provided.
 - c) The specimen bottle shall be filled to a minimum of 60 ml.
 - d) The specimen bottle is to be returned to the medical technician who will witness, initial and date the integrity seals placed on the specimen.
 - e) The technician shall verify the proper spelling of the participant's name as recorded on the log sheet.
 - f) The technician shall verify that the participant's IBEW Card Number, if applicable, or Social Security number has been properly recorded.
 - g) The technician shall verify that the IBEW Card Number, if applicable, or Social Security number placed on the specimen bottle is the same as that recorded on the log sheet and the chain-of-custody form.
2. Alcohol testing will not be done on a random basis, but may be done for reasonable suspicion and accidents (as previously stated). The company supervisor or other company representative is required to, and shall, accompany and transport the participant to the testing location. A union representative, steward, or coworker may also accompany the participant along with a company supervisor or company representative. Upon arrival at the collection facility the following procedures apply for drug testing:
- a) Alcohol testing shall be conducted in a location that affords visual and aural privacy to the individual being tested.
 - b) The participant is required to provide picture identification when arriving at the test site. The Breath Alcohol Tester (BAT) shall then explain the testing procedure to the participant. If picture identification is not available, then the company supervisor or company representative shall identify the participant. (See ATTACHMENT I)
 - c) The BAT must supervise only one participant's use of the Evidential Breath Testing device (EBT) at a time. The BAT is to remain in the testing site while the test is in progress.
 - d) An individually sealed mouthpiece shall be opened in view of the participant and attached to the EBT.
 - e) The BAT shall instruct the participant to blow forcefully into the mouthpiece for at least six (6) seconds or until the EBT indicates that an adequate amount of breath has been obtained.
 - f) If the result is 0.04 or greater, a confirmation test must be performed as provided.

- g) The confirmation test shall be conducted within 20 minutes of the completion of the screening test.
 - h) A new mouthpiece must be opened and used for the confirmation test.
 - i) In the event that the screening and confirmation test results are not identical, the confirmation test result is deemed to be the final result upon which any action under operating administration rules shall be based.
3. If the test is for reasonable suspicion purposes and not random, after the appropriate specimens have been collected, the company supervisor or company representative shall remain with the participant during testing, and upon completion of testing will then provide transportation to take the participant home or to another safe place. In no instance should the participant be allowed to operate a motor vehicle. All reasonable effort, short of force, should be used to convince the participant that he/she should be provided transportation home or to another safe place, including contact with family members, taxi service, etc. If it appears that the participant will attempt to operate a motor vehicle, and all reasonable attempts, short of force, have failed to dissuade the participant, the proper authorities should be called and advised of the situation.
 4. Immediately after returning to the work location, the company supervisor or company representative should complete all documentation and prepare a report of all of the events that occurred from the initial observation of reasonable suspicion through the testing process and the disposition of the participant. This report must be sent to the designated representative directly following the incident or, in any event, on the same day. (See ATTACHMENTS XVI & XVII)
 5. Participants who want a hard copy of their drug test may send a notarized request and a certified check for \$15.00 to Choice Point, 480 Quadrangle Drive, Suite A, Bolingbrook, IL 60440-33414, Attn: Medical, or call 800/939-4782. The request shall include their name, IBEW Card Number, if applicable, or Social Security Number and mailing address.

DRUG TESTING CUT-OFF LEVELS

These levels may be modified by the Alliance to remain consistent with the Department of Health and Human Services guidelines or customary practices in the testing industry.

The drug-testing program will be directed at the detection of the following drugs at these established levels:

<u>DRUG GROUP</u>	<u>DRUG OR METABOLITE DETECTED</u>	<u>INITIAL TEST LEVEL NG/ML</u>	<u>GC/MS CONFIRMATION</u>
AMPHETAMINE	Amphetamine	1000 NG/ML	500 NG/ML
	Methamphetamine	1000 NG/ML	500 NG/ML
COCAINE	Benzoylcegomine	300 NG/ML	150 NG/ML
MARIJUANA	Delta 9 THC, 9 COOH	50 NG/ML	15 NG/ML
OPIATE	Codeine	2000 NG/ML	2000 NG/ML
	Morphine	2000 NG/ML	2000 NG/ML

PHENCYCLIDINE	PCP	25 NG/ML	25 NG/ML
BARBITURATES	Diverse	300 NG/ML	200 NG/ML
BENZODIAZEPINE	Oxazepam	300 NG/ML	200 NG/ML
METHADONE	Methadone	300 NG/ML	200 NG/ML
METHAQUALONE	Methaqualone	300 NG/ML	200 NG/ML
PROPOXYPHENE	Propoxyphene	300 NG/ML	200 NG/ML

An alcohol test for post-accident or for cause will be done by Breathalyzer testing and will be a reported positive at a concentration of 0.04 or higher.

RANDOM SELECTION PROCESS

Participants will be selected randomly from the 50% pool. The names of selected participants will not be returned to the pool, so that every two years all employees will have been tested at least once. At the same time, all participants will be part of a second pool in which 10% of the participants will be selected for testing each year. Participants in the 10% pool can be selected for testing at any time even if they have been previously selected from the 50% or 10% pools.

PROTOCOL FOR A POSITIVE TEST

Upon verifying that a drug test is a legitimate “positive,” the MRO will direct the participant to contact ScreenSafe. The toll free number will be given to the participant. ScreenSafe will communicate to the participant that a recommendation for return to work must be given by the EAP. If the participant chooses not to utilize the EAP or not to follow the EAP’s recommendation, he/she will be required to wait for thirty (30) days from the date of the initial contact with the MRO before being allowed to test again. During this thirty (30) day waiting period, a bargaining unit participant must be removed from work by the contractor and all participating employers shall have the right to reject subsequent referrals of said participant until the participant is evaluated by the EAP and has complied with the specified treatment or education program. (See ATTACHMENT IX)

The MRO will notify ScreenSafe of the names of all positive drug tests. ScreenSafe will in turn notify the EAP of these names to verify compliance.

Upon making the phone call to the EAP, the participant will be set up for an evaluation appointment. During the evaluation, the EAP counselor will request that the participant sign a release authorizing EAP communication with ScreenSafe regarding contact and cooperation. If the participant chooses not to sign the release, utilize the EAP, or follow the EAP’s recommendation, he/she will be required to wait for thirty (30) days from the date of initial contact with the MRO before being allowed to test again. During this thirty (30) day waiting period, the participant must be removed from work by the contractor and if he/she is covered by the collective bargaining agreement all participating employers shall have the right to reject subsequent referrals of said participant until the participant is evaluated by the EAP and has complied with the specified treatment or education program.. Once the participant agrees to the EAP program, he/she must

complete it or be considered non-compliant. The participant may no longer wait out thirty (30) days.

Once the EAP counselor feels the participant is ready to return to work, the counselor will determine a drug-testing regimen, the first test of such regimen being used as one factor in the return to work criteria.

The MRO will be brought back into the process with the occurrence of a subsequent “positive” test.

MODIFY AND ADD NECESSARY
ATTACHMENTS AS PER
SCREENSAFE