

# **DRUG & ALCOHOL SUBSTANCE ABUSE POU CV**



Between  
UNITED ASSOCIATION LOCAL UNION 290  
and  
PLUMBING AND MECHANICAL CONTRACTOR ASSOCIATION  
(PMCA) PORTLAND, OREGON

UNITED ASSOCIATION LOCAL 290  
AND THE PMCA  
JOINT DRUG AND ALCOHOL POLICY

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**POLICY STATEMENT**

UA Local 290 and the PMCA are committed to providing all employees with a drug-free and alcohol-free workplace. It is our combined goal to protect the health and safety of signatory Employers, management personnel, craft workers, visitors to our job sites and the public; to promote a productive workplace and protect the reputation of all signatory organizations and their employees.

Consistent with these goals, the joint parties agree to prohibit the use, possession, distribution or sale of drugs, drug paraphernalia, or alcohol at the facilities or project sites of signatory employers who adopt this JOINT DRUG AND ALCOHOL POLICY. A program which includes the testing of oral fluid (\*) will be instituted to monitor compliance with this Policy.

If a client requires a drug/alcohol screening test as a condition of employment, it will be as mutually agreed upon by all parties involved.

(\*) A second oral fluid sample shall be taken in for possible testing dispute. The employee shall bear the cost of a second test.

# **POLICY ADMINISTRATION**

## **1. PROHIBITED SUBSTANCES**

A drug is defined as any substances which may impair mental or motor functioning. Prohibited substances include, but are not limited to: illegal drugs, controlled substances as defined by law, designer drugs, synthetic drugs, look alike drugs, alcohol, and under the circumstances described in this policy, prescription drugs. Alcohol is defined as any beverage or substance containing alcohol.

## **2. PRESCRIPTION DRUG USE**

Employees using a prescription drug which is identified as a drug which may impair mental or motor function shall inform their supervisor of such drug use to the extent allowed and/or required by law. For the safety of all employees, the Company may place persons using such drugs in a less hazardous job assignment or place them on temporary medical leave until released as fit for duty by the prescribing physician. The Company reserves the right to have an independent physician or the MRO determine if a prescription drug, in the quantities prescribed, poses a hazard to the employee or others at the workplace and can be accommodated.

## **3. PROHIBITED CONDUCT**

This Policy requires that all employees report for work in a condition that will permit them to perform their duties safely and efficiently. This Policy recognizes that an employee's on-the-job and off-the-job involvement with alcohol or drugs can have an impact on the work environment that impairs his/her ability to safely and efficiently perform the work. Therefore, this Policy expressly prohibits the following conduct:

- A. Reporting for work or working with an excess of threshold limits as established by Table 1 Section 40.91 of the Federal Register ([www.federalregister.gov](http://www.federalregister.gov)) cutoff concentrations for drug tests, or the testable limits if laboratories cannot yet test to that level, whichever is more restrictive; or
- B. Possessing, distributing, selling, manufacturing, transferring or receiving any alcohol, prohibited substance, including drug paraphernalia on Company premises, vehicles, or equipment, project sites, or on Company time; or
- C. Failing to fully cooperate with any aspect of this DRUG AND ALCOHOL POLICY, including but not limited to a refusal to submit to required testing, professional evaluation for drug and alcohol dependency, or failure to submit to complete rehabilitation conditions imposed by this policy; and
- D. Alcoholic beverages: In certain circumstances, alcoholic beverages may be permitted at office events sanctioned by senior management personnel.

#### **4. PRE-EMPLOYMENT TESTING**

Applicants for employment with the Company may be required, within three (3) working days to undergo drug/alcohol screening to test for the presence of prohibited substances. Presence in quantities above acceptable limits of one or more prohibited substances will be the cause for rejection of employment. Refusal to provide a specimen for the test will be considered voluntary withdrawal of the application for employment. If the medical facility cannot provide test results prior to the scheduled reporting date, employment will be considered probationary until the test results are known to the Company.

(\* ) A second/dual oral fluid sample shall be taken in for possible testing dispute.

#### **5. TESTING OF EMPLOYEES**

Employees may be asked to undergo a drug/alcohol screening under the following circumstances:

- A. Direct involvement or possible involvement in any type of accident or near-accident in which it can be shown that the employee's behavior, judgment, actions or lack thereof reasonably contributed to the accident or potential accident, injury or damage to property or equipment.
- B. When supervision has reason to suspect employee conduct in violation of this DRUG AND ALCOHOL POLICY. Reasonable suspicion may be based on observations that the employer can describe, such as appearance, behavior, speech, breath odor, bodily symptoms, paraphernalia, or such other reasonable and responsible reason. Such reasonable suspicion shall be documented by the Employer by filling out the form attached as Exhibit A to this Policy and must be observed by at least two individuals properly trained to SAMHSA identification standards.
- C. Where a customer so requires it. Testing required by a customer shall be performed in the manner prescribed by the customer.
- D. An employee who tests positive will not be paid for the time lost from work during the period of testing and receiving the test results. Should a positive test be disputed, request for re-test must be made within forty-eight (48) hours. Employees who test negative will be paid for time lost from work.

## **6. TESTING PROCEDURES**

- A. Drug/Alcohol screens will be performed in accordance with standards disseminated by SAMHSA. Employees and applicants may also voluntarily elect to perform a rapid test. A rapid oral fluid test with a lab-based confirmation may be used and recognized as a dual sample if sent to a laboratory for confirmation. When using any swab method other than a rapid test, a dual sample shall be collected and sent to a laboratory for testing. Alcohol testing may be performed by breathalyzer.
- B. An employee suspected of being under the influence of a prohibited substance may, for reasons of safety, be suspended until test results are available.

## **7. ACTION-POSITIVE TESTS AND DISCIPLINARY PROCEDURES**

- A. Applicants testing positive may, at the Employer's discretion, be hired or not hired.
- B. Employees violating the prohibited conduct set forth in SECTION 3 will be subject to immediate termination, at the Employer's discretion.
- C. Employees who refuse to cooperate with testing procedures will face disciplinary action consistent with a positive test, but in no case will an individual be forcibly detained or searched.

## **8. REHABILITATION AND TREATMENT**

- A. Employees will be encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter.
- B. Employees enrolling in a treatment program will be required to fully cooperate with any aspect of the program, including submitting to any professional evaluations for drug and alcohol dependency.

Before becoming eligible for redispach to the Company, the employee must successfully complete the drug and alcohol program within the time period designated by this DRUG AND ALCOHOL POLICY and may be required to submit to an oral fluid test to determine if the employee has any alcohol or drugs present in his or her body. Provided those conditions are met, the employee will be eligible for redispach to the Company, subject to all hiring hall procedures. Employees returning to work with the Company in accordance with this Section will be required to submit to random periodic testing, at the Company's discretion, over the next twelve (12) months and may be required to sign a "last chance agreement". Any subsequent violation of this DRUG AND ALCOHOL POLICY or a refusal to take a test during this period or any positive test results, will be considered a breach of the last chance agreement and will subject the employee to immediate termination.

**9. SEARCHES**

The Company reserves the right to conduct searches of Company property, vehicles, or equipment at any time or place.

**10. CONFIDENTIALITY**

All actions taken under this POLICY will be CONFIDENTIAL.

**11. SUBCONTRACTORS AND VENDORS**

Subcontractors, sub-tiered contractors, vendors and their employees will be encouraged to cooperate and adopt this POLICY in achieving a Drug-Free and Alcohol-Free Workplace.

**12. AMENDMENTS TO POLICY**

All Employers agree to conform to all State, Federal and National Safety Access Codes, safety measures and laws. Amendments to this POLICY may by mutual agreement be issued to comply with project owner requirements.

**13. PROCEDURAL RESPONSIBILITY**

The PMCA and Union agree that the standing Joint Hiring Hall Committee is identified as the authority to review this DRUG AND ALCOHOL POLICY on a regular basis, and is delegated the following operational responsibilities:

- A. Review and approve collection procedures as needed.
- B. Submittal of any recommendations for changes or modifications to this DRUG AND ALCOHOL POLICY jointly to the PMCA and Union for review and joint approval.

**POINTS OF UNDERSTANDING**  
**REGARDING SUBSTANCE ABUSE TESTING**

- 1. In circumstances where Union members are dispatched to or from remote locations, the Company and affected Unions will work together to implement "as needed" collection facilities for individuals reasonably convenient to their places of residence. Costs of collection and testing shall be paid by the Employer.
- 2. Applicants will not be hired until drug/alcohol testing is complete and results indicate a negative test result.
- 3. A. Employees tested for cause shall be paid in accordance with the provisions of SECTION 5 C.

- B. Applicants for employment shall be provided an opportunity to test at a certified collection/medical facility near their home.
4. It is agreed by the Union and the Employer that drug and alcohol testing of employees shall be required as soon as practical, subsequent to work-related accidents. A work-related accident is defined as an accident resulting in an injury requiring treatment by a physician (OSHA recordable) or resulting in damage to property or equipment.
  5. Reporting of test results shall be handled discreetly between the medical facility and employer. Results shall be reported by the facility to the Employer as follows:
    - A. YES, the employee is within the limits prescribed by the Employer.
    - B. NO, the employee is not within the limits prescribed by the Employer.
  6. If requested by the employee, the results will be provided to the employee by the medical facility.
  7. The Employer and the medical facility understand and agree that customary patient privacy in taking the described test will be provided.
  8. The Employer, the medical facility and the testing laboratory agree that security of biological specimens is absolutely necessary. Any breach of this security will require an immediate retest.
  9. In the event of positive test results on both the basic and positive verification test, the employee may have, within ten (10) days, the same specimen retested at a different approved laboratory. Retesting shall be performed at the employee's expense, but in the event of negative test results, the retest will be at the Employer's expense, and the employee will be paid any lost wages and benefits resulting from lab error. This provision shall apply only if retest is requested within forty-eight (48) hours of the employee's notification. If the results of the employee-requested retest give rise to a dispute concerning continued employment, provisions of Paragraph 12 within these "POINTS OF UNDERSTANDING" will apply.
  10.
    - A. If an applicant for employment fails the required test, he/she may reapply for employment consideration after a period of no less than sixty (60) calendar days has elapsed. The Employer will waive this sixty (60) day waiting period if the applicant completes an acceptable drug/alcohol rehabilitation program and presents proof of completion of the program to the Employer.
    - B. Employees who fail a drug/alcohol test will be subject to termination. They may be reconsidered for re-dispatch to the Company in ninety (90) days. The Company can waive this ninety (90) day waiting period if the employee completes an acceptable drug/alcohol rehabilitation program and presents proof of completion of the program to the Company. Re-dispatch to the Company is subject to all applicable hiring hall

procedures. Employees who have been terminated for violation of this drug/alcohol policy agree to random drug testing for twelve (12) months after re-dispatch to the Company.

C. Employees testing positive who are terminated will be terminated with the following notation:

**“Does not meet qualifications”**

11. The Employer, the medical facility, and the testing laboratory agree that the results of the described tests are to be held in strictest CONFIDENCE between the Employer and the medical facility. It is further agreed that the results of the tests will not be provided to anyone without the express written consent of the employee.
12. The Employer agrees that the grievance procedure contained in the applicable Labor Agreement shall apply for dispute resolution relative to this POLICY.
13. All pre-employment drug and alcohol testing shall be performed on Employer time.
14. The Employer agrees to indemnify and hold the Union harmless from any and all claims arising under the Employer’s application of this POLICY and further agrees to pay all fees and costs of legal defense for the Union should any action be brought against the Union because of the Employer’s requirement of such tests.
15. Upon project completion, individual employee drug screening test results shall be removed from the Employer’s personnel files and shall not affect the individual’s subsequent employment opportunities with the Employer.
16. It is understood that all employees working for a signatory contractor on any project which requires drug testing shall be tested.

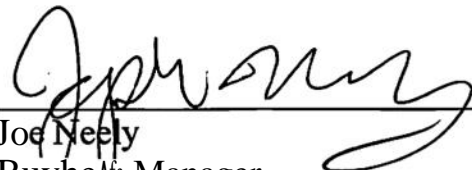
Approved by the organizations identified below, this 2<sup>nd</sup> day of August, 2023.

**PLUMBING AND MECHANICAL  
CONTRACTORS ASSOCIATION**

**U.A. LOCAL 290**



Chuek Hubler  
Executive Director



Joe Neely  
Buyer/ie Manager  
Financial Secretary/Treasurer



**UA290/PMCA  
EXHIBIT "A"  
REASONABLE SUSPICION EVALUATION FORM**

**Employer Name:** \_\_\_\_\_ **Observer:** \_\_\_\_\_

**Time:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Interview Location:** \_\_\_\_\_

**Commenced:** \_\_\_\_\_ **a.m./p.m.** **Stopped:** \_\_\_\_\_ **a.m./p.m.**

**Examination** (describe observations):

**What is seen:** \_\_\_\_\_  
\_\_\_\_\_

**What is heard:** \_\_\_\_\_  
\_\_\_\_\_

**What is smelled:** (please describe): \_\_\_\_\_

**What is said quote/unquote:** (Example: "We celebrated my birthday a lunch.")

1. \_\_\_\_\_
2. \_\_\_\_\_

**Other observed behaviors:**

1. \_\_\_\_\_
2. \_\_\_\_\_

**Other physical evidence:** (Example: beer bottle)

1. \_\_\_\_\_
2. \_\_\_\_\_

**Describe any other observations:**

1. \_\_\_\_\_
2. \_\_\_\_\_

**Interview** (to be completed by Supervisor):

Have you been drinking/using drugs? \_\_\_\_\_ yes \_\_\_\_\_ no

If yes, what? \_\_\_\_\_ Quantity? \_\_\_\_\_

Are you hurt? \_\_\_\_\_ yes \_\_\_\_\_ no If yes, where? \_\_\_\_\_

How much did you sleep last night? \_\_\_\_\_ hours

Anything else you want to tell us or feel we should know? \_\_\_\_\_

\_\_\_\_\_

**Signatures:**

Supervisor: \_\_\_\_\_ Date/Time of observations: \_\_\_\_\_

Independent Observer: \_\_\_\_\_ Date/Time of observations: \_\_\_\_\_

**THIS FORM TO BE INCLUDED WITH TERMINATION SLIP**

**UA 290/PMCA  
EXHIBIT 'B'**

**PRE-EMPLOYMENT CONSENT FORM**

**CONSENT FOR ALCOHOL AND DRUG TESTS**

I understand that a requirement for employment with this Employer may be successful completion of testing for both alcohol and controlled substances.

By my signature below, I hereby agree and consent to provide an oral fluid sample at a facility designated by the Employer; I agree and consent to have such samples tested for the presence of alcohol and controlled substances which may impair mental or motor functioning; I authorize the release to the Employer for its use in evaluating me for employment, information indicating whether or not my tested sample was within the prescribed limits; and I release the Employer from liability and claims due to errors or mistakes made by the collection facility or testing facility so long as the collection site or lab has been mutually agreed upon by the PMCA and the Union.

In addition to testing at the initial time of application for employment, I understand that employees may be asked to undergo a drug/alcohol screen under the following circumstances:

A. Direct involvement or possible involvement in any type of accident or near accident in which it can be shown that the employee's behavior, judgment, actions or lack thereof reasonably contributed to the accident, injury or damage to property or equipment.

B. When supervision has reason to suspect employee conduct in violation of the Employer's Drug and Alcohol Policy.

I acknowledge that I have read, understand, and have received a copy of this ALCOHOL AND DRUG POLICY. Furthermore, I understand that refusal to submit to the alcohol and drug screening test will constitute voluntary withdrawal of my application of employment; if employed, refusal to submit to such testing will result in termination of employment and the presence of one or more of those prohibited drugs at or above the defined threshold levels will result in termination of employment.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date