

**DRUG FREE WORKPLACE PROGRAM
AGREEMENT**

**EAST CENTRAL OHIO MECHANICAL
CONTRACTORS ASSOCIATION
and
PLUMBERS & PIPEFITTERS
LOCAL UNION NO. 94**

Revised: January, 2018

GENERAL POLICY STATEMENT

The East Central Ohio Mechanical Contractors Association (the Association) and Plumbers & Pipefitters Local Union No. 94 (the Union) believe that it is very important to provide a safe work place for all employees. The Association and the Union are taking steps to address the problem of substance abuse as it negatively impacts and affects every workplace. Substance abuse affects employee safety and health, productivity, accident prevention and loss control.

The Union and the Association are fully committed to a Drug-Free Workplace Program. The full Program follows. The Substance Abuse Policy which has been agreed to by the Union and the Association establishes clear guidelines for acceptable and unacceptable employee behavior. This Policy applies to all employees, including management level employees. The consequences stated in the Substance Abuse Policy apply to anyone who violates the Policy.

The Union and the Association believe that all employees should be held accountable in terms of substance abuse but also support the concept of providing help for all affected employees. If any employee with a substance abuse problem comes forward voluntarily to identify that problem, the employee will receive support and assistance from the Union and the Association. Appropriate referrals and treatment may be available to the employee under the Plumbers & Pipefitters Local Union No. 94 Health & Welfare Plan.

It is the intention of the Union and the Association to have this Program comply with Federal Department of Transportation drug testing policies and requirements as stated in 49 CFR Part 199; and, the Drug Free Safety Program established by the Ohio Bureau of Workers Compensation pursuant to Ohio Revised Code §4123.34 and Ohio Administrative Code §4123-17-58.

The Substance Abuse Policy which follows clearly defines those drugs, substances and alcohol levels which are impermissible on the job site. It will also permit employees to identify prescription medications and over-the-counter medications which may have an impact on drug testing. The Policy defines the types of drugs and alcohol that employees will be tested for, the cut-off levels and the testing procedures and protocols that will be applied. In addition, the Policy requires that supervisors be trained regarding their responsibilities relating to the various testing required under the Policy.

If any employee fails a drug or alcohol test under this Policy, the employee will be immediately removed from the jobsite and may be subject to discipline in accordance with the collective bargaining agreement between the Association and the Union. If an employee refuses to submit to a drug or alcohol test under this Policy, the same consequences will apply. If an employee attempts, or causes, the adulteration of a test specimen under this Policy, or otherwise manipulates that drug or alcohol testing process, that employee shall be removed from the jobsite and may be subjected to immediate discipline under the collective bargaining agreement between the Union and the Association.

Nothing in this Policy is intended to alter, modify or terminate any of the present provisions in the collective bargaining agreement between the Union and the Association. This Policy is a supplement to the collective bargaining agreement and its terms are enforceable in accordance with the grievance and arbitration provisions of that collective bargaining agreement.

In appropriate circumstances, it may be necessary for an Employer to contact law enforcement authorities regarding the results of a drug test. If such occurs, the employer and/or the Association will immediately notify the Union. Generally, however, an employee's violation of the Substance Abuse Policy shall not be reported to law enforcement officials unless absolutely

required by a state or federal regulatory body or by the provisions of the Ohio Revised Code or federal law.

The substance abuse policy also requires the confidentiality of program records to insure the privacy rights of all individuals affected by the substance abuse program.

POLICY STATEMENT REGARDING EMPLOYEE EDUCATION

The Union and the Association are committed to employee education to insure the continued existence of a drug-free workplace. The employee education program required under this Policy shall consist of the following:

1. A total of at least one (1) hour annually for all current employees of each employer prior to the implementation of this Program, and at least annually thereafter for each program year in which this program is in effect, with at least one (1) hour for all employees.
2. All employees shall be advised and informed as to the content of this substance abuse policy and a complete copy of this Policy will be presented, discussed and acknowledged by each employee on an appropriate form.
3. As part of the employee education program, emphasis will be placed upon the commitment by the Association and by the Union to a drug-free workplace.
4. Employees will be advised of the signs and symptoms associated with substance use and abuse and the effects and dangers of commonly used drugs in the workplace.
5. Employees will be provided with a list of resources in the community that they may resort to for themselves, or for their families, in substance abuse situations.
6. The employee education program shall be presented by a qualified educator or a presenter supervised by a qualified educator holding one of the following credentials:
 - (a) Substance Abuse Professional (SAP);
 - (b) Certified Employee Assistance Professional (CEAP);
 - (c) Certified Chemical Dependency Counselor (CCDC III);
 - (d) Ohio Certified Prevention Specialist I (OCPS – I) or II (OCPS – II).

POLICY STATEMENT REGARDING SUPERVISOR TRAINING

The Substance Abuse Policy agreed to by the Union and the Association also includes a requirement for supervisor training. Supervisor training, under this Policy, shall, at a minimum, consist of the following:

1. At least two (2) hours of initial training for all current and new supervisors.
2. In subsequent program years, a minimum of one (1) hour of refresher training for supervisors, which is in addition to the annual one (1) hour of employee education, for a total of two (2) hours.
3. Supervisor training shall include, but not be limited to, the following:
 - (a) How to recognize a possible alcohol or other drug problem with an employee
 - (b) How to document behaviors that demonstrate an alcohol or other drug problem;
 - (c) How to confront an employee with a problem in terms of their observed behaviors;
 - (d) How to initiate reasonable suspicion testing;
 - (e) How to make an appropriate referral for assistance;
 - (f) How to follow up with employees re-entering the work setting after a positive test result;
 - (g) How to handle program responsibilities in a manner that is consistent with the collective bargaining agreement between the Association and the Union.
4. Supervisor training shall be conducted by a qualified trainer or presenter supervised by a qualified trainer who is certified as a Substance Abuse Professional, a Certified Employee Assistance Professional, a Certified Chemical Dependency Counselor or an Ohio Certified Prevention Specialist I or II.

EMPLOYEE ASSISTANCE PROGRAM

1. Each employee subject to this Policy, who has engaged in conduct prohibited by this Policy, shall be advised of the resources available to him/her in evaluating and resolving the problems associated with the misuse of alcohol, including the names, addresses and telephone numbers of substance abuse professional and counseling and treatments programs. Such treatment and assistance also will be made available to employees who may seek help on their own for perceived alcohol or drug problems.

2. Notwithstanding any other provision in this policy or in the collective bargaining agreement between the Union and the Association, an employee who first tests positive under this Policy, for impermissible substances or alcohol, shall not be subject to termination. The employee shall be directly referred to a provider for assessment. A subsequent positive test, however, may result in discipline in accordance with the collective bargaining agreement between the Union and the Association.

3. The Employee Assistance Program contemplated under this Policy shall make available to employees short-term counseling, referral and follow-up services as determined appropriate by the referring employer. Such employee assistance program also shall provide management training and consultation and training in crisis intervention, benefits analysis and organizational developments.

SUBSTANCE ABUSE TESTING POLICY

The following procedures shall be utilized to implement and drug and alcohol testing program. This program applies to all employees and potential employees both non-bargaining and bargaining unit members.

Chemical testing shall be performed only by laboratories listed by the U.S. Department of Health and Human Services in its most current "List of Laboratories which Meet Minimum Standards to Engage in Urine Drug Testing for Federal Agencies", as set forth in the Federal Registry, and which are certified by the National Institute on Drug Abuse (NIDA). The cost for all testing under this program shall be the exclusive responsibility of the Employer, Construction User and Owner except as otherwise stated.

A urine drug screen and/or alcohol test shall be administered under any one of all of the following circumstances:

1. Pre-Hire Drug Screening
2. Accident Testing
3. Random Testing
4. Owner Requirement
5. Follow-Up Testing

TESTING PROCEDURES

Pre-Hire Drug Screening

Pre-Hire drug screens will include testing for the following:

Drug Class	Initial Cut-Off Levels (ng/ml)	Department of Transportation Cut-Off Levels (ng/ml)
Amphetamines	500	500
Barbituates	300	
Benzoylcegonine (Cocaine metabolite)	300	300
Cannabinoids (THC)	50	50
MDMA	500	500
Opiates	2000	2000
6-Acetylmorphine	10	10
Phencyclidine (PCP)	25	25
Oxycodone	100	
Benzodiazepines	300	
Methadone	300	
Propoxyphene	300	

Drug Class	Confirmation Cut-Off Levels (ng/ml)	Department of Transportation Cut-Off Levels (ng/ml)
<u>Amphetamines</u>		
Amphetamine	250	250
Methamphetamine	250	250
Barbituates	300	
Benzoylcegonine (Cocaine metabolite)	150	150
Cannabinoids (THC)	15	05
<u>MDMA</u>		
MDMA	250	250
MDA	250	250
MDEA	250	250
<u>Opiates</u>		
Morphine	2000	2000
Codeine	2000	2000
6-Acetylmorphine	10	10
Oxycodone	100	
Hydromorphone	300	
Hyrdocodone	300	

Phencyclidine (PCP)	25	25
Benzodiazepines	300	
Methadone	300	
Propoxyphene	300	

1. All applicants may be required to submit a urine sample and/or alcohol test prior to reporting to employer's shop or jobsite.
2. Each applicant will read and execute the attached drug screen consent form prior to any test being administered.
3. Each applicant will be asked to identify any medication, or a preprinted itemized form furnished by the employer, he/she is taking or has taken during the 30 days preceding the test.
4. A formal chain of custody will be established for every drug test.
5. Each applicant's urine specimen will be collected and temperature tested for verification.
6. The urine container will be sealed with security tape which has been initialed by the applicant before the specimen ever leaves the applicant's sight.
7. Specimens will be picked up by a labor courier and transported to the laboratory for testing. The sample will be tested using the Enzyme Medical Immunoassay Test (EMIT) and verified by the Gas Chromatography Mass Spectrometry Test (GC/MS).
8. The applicant will then be given a form that he/she has consented to and given a urine sample for drug screening and is available for employment on a 72-hour probationary period. This form will be signed by the attending medical personnel.
9. Any applicant who refuses to take a drug test will not be eligible for employment with that particular contractor.
10. The results of the drug test will be received in the contractor's medical review office within 72 hours. If the applicant has tested positive, he/she will be terminated and paid for all hours worked. The individual will not be eligible for employment for thirty (30) days and pending a negative drug screen at the employee's expense.
11. If any individual who has tested positive wishes to confirm the results of the test, he/she may do so at his/her option by having an EMIT test and GC/MS test performed on the previously collected urine specimen at a certified laboratory of his/her choice. The specimen will be shipped directly from the employer's laboratory to the laboratory of the employee's choice, the costs of this test will be borne by the employee. If the results of this test are negative, the individual will be reinstated with full back pay and benefits up to a maximum of sixteen (16) hours at the straight time rate of pay and will be

reimbursed for the cost of the test. The individual must exercise this option within forty-eight (48) hours of being notified of the test results. The urine specimen will be maintained at the laboratory for thirty (30) days following the date of the test.

Accident Testing

1. Certain conduct raises questions as to an employee’s ability to perform at the jobsite. Employees may be required to take a drug and alcohol test under the following circumstances:

- a. A reasonable, objective observation which suggests impairment may exist. This is defined as first-hand observation of the employee’s performance.
- b. Consistently or repeatedly failing to perform duties per instruction; having an above average accident rate; demonstrating erratic or exaggerated behavior; or exhibiting poor performance due to an unexplained circumstances.
- c. Reasonable suspicion suggesting impairment after a violation of a safety rule or practice or involvement in an accident.

An employee who is seriously injured and cannot provide a specimen at the time of the accident shall provide the Medical Review Officer with the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were drugs and/or alcohol in his/her system. If an employee refuses to comply with this provision, the Medical Review Officer shall note such refusal and such refusal shall be subject to disciplinary action up to and including discharge.

Drug and Alcohol Screening Procedures Post-Accident

Employee drug screens for accident will include testing for the following:

Drug Class	Initial Cut-Off Levels (ng/ml)	Department of Transportation Cut-Off Levels (ng/ml)
Amphetamines	500	500
Barbituates	300	
Benzoyllecgonine (Cocaine metabolite)	300	300
Cannabinoids (THC)	50	50
MDMA	500	500
Opiates	2000	2000
6-Acetylmorphine	10	10
Phencyclidine (PCP)	25	25
Oxycodone	100	
Benzodiazepines	300	

Methadone	300	
Propoxyphene	300	

Drug Class	Confirmation Cut-Off Levels (ng/ml)	Department of Transportation Cut-Off Levels (ng/ml)
<u>Amphetamines</u>		
Amphetamine	250	250
Methamphetamine	250	250
Barbituates	300	
Benzoylcegonine (Cocaine metabolite)	150	150
Cannabinoids (THC)	15	05
<u>MDMA</u>		
MDMA	250	250
MDA	250	250
MDEA	250	250
<u>Opiates</u>		
Morphine	2000	2000
Codeine	2000	2000
6-Acetylmorphine	10	10
Oxycodone	100	
Hydromorphone	300	
Hyrdocodone	300	
Phencyclidine (PCP)	25	25
Benzodiazepines	300	
Methadone	300	
Propoxyphene	300	

1. Each employee will read and execute the attached drug screen consent form prior to any test being administered.
2. The individual will be given sealed specimen containers enclosed in a sealed plastic container. A minimum sample of two (2) ounces per container must be collected. All other security procedures as listed in the pre-hire screening shall be followed including chain of custody and a listing of any medication the employee has used in the last thirty (30) days or is currently using.
3. An EMIT test and a confirming GC/MS test will be performed on the sample. The remaining sample will be stored at the laboratory for thirty (30) days.
4. If the employee's test demonstrates on-site impairment, he/she will be removed from the jobsite. The employee will be presented with a copy of the results of the drug screen. He/she will have the option to have the remaining sample tested at his/her own expense at a certified laboratory of his/her choice. This screen will

include an EMIT and GC/MS test. The sample will be shipped directly from the employer's laboratory. If the test is negative, the employee will be reinstated will full back pay and benefits up to a maximum of sixteen (16) hours at the straight rate of pay and be reimbursed for the cost of the test. The individual must exercise this option within forty-eight (48) hours of being notified of the test results.

5. Any employee whose test demonstrated on-site impairment will not be eligible for employment for thirty (30) days and a negative drug screen.
6. Only trained breath alcohol technicians using certified equipment (appearing on the Department of Health and Human Services conforming products list) shall perform breath alcohol tests. Confirmed breath concentrations equal to or .040g/210L will be considered a verified positive result. In the event of an accident where an employee has "whole blood" drawn at a medical treatment facility, a result equal to or greater than .040% shall be considered to be a verified positive result. All initial positive breath alcohol test results shall be confirmed by an Evidentiary Breath Test (EBT) that provides a printout. No employee shall be permitted to use, or be under the influence of, alcohol while performing work duties.
7. As soon as practicable following an accident, each surviving employee shall be tested for alcohol. If that employee's performance either contributed to the accident, or cannot be completely discounted as a contributing factor, the decision not to administer a test for alcohol shall be based on the employer's determination, using the best available information at the time of the determination, at the employee's performance could not have contributed to the accident.
8. If a test for alcohol is not administered within two (2) hours following the accident, the employer shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test for alcohol is not administered within eight (8) hours following the accident, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test.
9. An employee who is subject to post-accident alcohol testing, who fails to remain readily available for such testing (including notifying the employer or the employer representative of his/her location if he/she leaves the scene of the accident prior to submission to such test), may be deemed by the employer to have refused to submit to testing. Nothing herein shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.
10. Alcohol testing may include breath or saliva screening and shall require NHTSA-approved resources and technical machinery. All confirmatory testing shall utilize federally approved and qualifying evidentiary breath test (EBT) protocols and equipment. An EBT shall be administered by a qualifying breath alcohol technician

(BAT). If the confirmatory EBT testing machine is not available or reasonably accessible, a blood test shall be extended as an option to the employee to determine the presence of alcohol. The employer shall document and maintain on file the reason that the EBT was not administered. A confirmatory test at .04% shall be considered a positive test result.

Cause Testing

1. The term "probable cause" shall, for the purposes of this policy and section, be defined as the aberrant or unusual behavior of an individual that is:
 - a. Observed on-duty by either the employee's immediate supervisor, or other managerial employee of the Contractor's jobsite manager who has been trained to recognize the symptoms of drug abuse, impairment or intoxication (which observations shall be documented by the observers); and
 - b. The type of behavior which is a recognized and accepted symptom of intoxication or impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances; and
 - c. Not reasonably explained as resulting from causes other than the use of controlled substances (such as, but not by any way of limitation, fatigue, lack of sleep, side effect of prescription or over-the-counter medications, reaction to noxious fumes or smoke, etc.).
2. Drug and alcohol testing procedures shall be those identified for Accident Testing.

Random Testing

1. All employees shall be subject to random drug testing. The selection of employee for random drug testing shall be made a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with an employee's social security number, payroll identification number or other comparable identifying number. Under the selection process used, each covered employee shall have an equal chance of being tested each time selections are made.
2. The minimum annual percentage rate for random drug testing under this policy shall be fifty percent (50%) unless a lower percentage is determined acceptable by the Administrator of the Research and Special Programs Administration under the Federal Department of Transportation. Under no circumstance, however, shall the annual percentage of employees randomly tested be less than twenty-five percent (25%).
3. The employer shall insure that random drug tests conducted under this Policy are unannounced and that the dates for administering random tests are spread

reasonably throughout the calendar year. The employer shall randomly select a sufficient number of covered employees for testing during each calendar year to equal an annual rate not less than the minimum annual percentage rate identified in this policy.

4. Drug and alcohol testing procedures shall be those identified for Accident Testing.

Owner Required Testing

Drug and alcohol testing procedures shall be those identified for Accident Testing.

Follow-Up Testing

1. An employee who refused to take or who has a positive drug or alcohol test under the Policy shall be subject to unannounced follow-up drug and alcohol testing. Such testing shall occur following the employee's return to duty. The number and frequency of follow-up testing shall be determined by a substance abuse professional that shall consist of at least six (6) tests in the first twelve (12) months following the covered employee's return to duty. In addition, follow-up testing may include testing for alcohol as directed by the substance abuse professional to be performed in accordance with the procedures set out in this policy. Follow-up testing shall not exceed sixty (60) months from the date of the covered employee's return to duty. The substance abuse professional may terminate the requirement for follow-up testing at any time after the first six (6) tests have been administered, if the substance abuse professional determines that such testing is no longer necessary.
2. Drug and alcohol testing procedure shall be those identified for Accident Testing.

GENERAL PROVISIONS

1. This Program shall be effective May 1, 2018. The Program shall apply to all bargaining unit employees represented by the Union and all non-bargaining unit employees of the Employer.
2. If an employee has not successfully passed a substance abuse test between May 1, 2016 and May 1, 2018, the employee will be required to immediately submit to a substance abuse test under this Program. If an employee has successfully passed a substance abuse test between May 1, 2016 and May 1, 2018, the employee will automatically be placed in random testing pool established under this Program. If an employee is not selected for random substance abuse testing under this Program for two (2) consecutive years, the employee will be required to submit to a new substance abuse test.
3. For Travelers that propose to work within the jurisdiction of the Union, such Travelers must be in possession of a valid drug card confirming that the Traveler has successfully passed a substance abuse test within the twelve (12) months immediately preceding the date on which the Traveler will begin work within the jurisdiction of the Union. If the Traveler has not successfully passed a substance abuse test within the twelve (12) month period, the Traveler will be required to submit to a substance abuse test under this Program at their own expense.
4. Refusal to Take a Test. Any employee who refuses to take a drug and/or alcohol test required under this Program, or who fails to do so within the guidelines established by this Program, will be denied entry into, or may be removed or terminated at the jobsite. A refusal to take a drug and/or alcohol test shall be deemed the equivalent of a positive test result.
5. Confidentiality. All test results must be treated in a confidential manner. Accordingly, the testing facility will disclose the results only to the employee via: 1) the MRO (Medical Review Officer); or 2) if necessary, through the designated Employer representative(s). The testing facility may communicate results, anonymously, to the Employer. If an employee provides an apparently adulterated urine sample to the testing facility, and thereafter refuses to undergo hair follicle testing, the employee will be deemed terminated from employment at the jobsite.
6. Other Substance Abuse Testing. This Substance Abuse Testing Program is not intended to supersede or replace any testing program that an employee may otherwise be subject to on any jobsite or work assignment.
7. Acceptance of Other Substance Abuse Testing Programs. The employer may, in its sole and exclusive discretion, accept the results of another substance abuse testing program for an employee, in lieu of the testing required under this Program. Prior to accepting the test results from another substance abuse testing program, the Employer must determine that:

- i. The other testing program was required by a construction contractor, a construction sub-contractor, an owner or a construction user.
- ii. The other testing program is substantially similar to this testing program.
- iii. The test results from the other program were issued not more than sixty (60) days from the date that the employee was notified that he/she must be tested under this Program.

The decision by the Employer to accept, or not accept, the results of another substance abuse testing program for an employee is final and binding and may not be challenged.

8. All results of tests conducted under this Policy, and all information supplied by Employees under this program, shall be considered medical records and held confidential to the extent required by law. However, this information may be divulged for grievances, arbitration, and/or litigation directly related to such information.
9. No Employee shall be required to sign any waiver limiting the liability of the Employer or any firm, laboratory, or person involved in the decision to test, or involved in the testing program and procedures.
10. For the purpose of this Agreement, "on-site impairment" means that chemical test results demonstrate on-site functional impairment in accordance with the consensus of the scientific community and at metabolic levels accepted by the scientific community to show or infer functional impairment.
11. The Local Union, whose members are covered by the terms of this policy, shall not be responsible for ascertaining or monitoring the drug-free or alcohol-free status of any applicant for employment or any employee.
12. The Employer agrees to indemnify and hold the Local Union, and its representatives, harmless from any and all claims, causes of action, liability, fees or costs that may result from, or be imposed upon the Local Union, or its representatives, as a result of the operation and application of this substance abuse testing program. The Employer also agrees and covenants not to engage in any litigation against the Local Union, or its representatives, as a result of the implementation, operation and application of the substance abuse program.
13. The Local Union agrees to indemnify and hold the Employer, and its representatives, harmless from any and all claims, causes of action, liability, fees or costs that may result from, or be imposed upon the Employer, or its representatives, as a result of the operation and application of this substance abuse testing program. The Local Union also agrees and covenants not to engage in any litigation against the Employer, or its representatives, as a result of the implementation, operation and application of the substance abuse program.

14. If an employee is prohibited from working as a result of a positive test under the Policy, he/she shall receive a termination slip stating that he/she has not met the Employer's qualifications for employment.

AUTHORIZATION FORM

I hereby authorize _____, its designated physicians or medical agents, to

(Employer)

take urine, breath and saliva samples from me under the Employer's drug screening program. I understand why these samples are being asked for and I give permission for the results to be sent to my Employer.

NAME (Please Print)

SOCIAL SECURITY NUMBER
(optional)

SIGNATURE

DATE

ADDRESS

CITY STATE ZIP

PHONE NUMBER

WITNESS

DATE

PRESCRIPTION AND NON-PRESCRIPTION DRUGS TAKEN BY EMPLOYEE

THIS FORM IS OPTIONAL. The Employee at his/her option may provide the information requested on this form to rebut or explain a positive test result.

PLEASE READ THE FOLLOWING CAREFULLY. IDENTIFY ANY DRUGS YOU HAVE TAKEN WITHIN THE LAST THIRTY (30) DAYS BY CHECKING "YES". LIST NAME OF DRUG, IF KNOWN. IF YOU HAVE NOT TAKEN THE DRUG, CHECK "NO."

- | <u>YES</u> | <u>NO</u> | <u>NAME</u> |
|------------|-----------|---|
| ___ | ___ | Allergy Medicine |
| ___ | ___ | Asthma or Wheezing Medicine |
| ___ | ___ | Cold, Cough, Sinus Medication |
| ___ | ___ | Depression Medication |
| ___ | ___ | Diet Pills |
| ___ | ___ | Heart Medication |
| ___ | ___ | Mood Elevators |
| ___ | ___ | Tranquilizer (nerve Medication) |
| ___ | ___ | Muscle Relaxer |
| ___ | ___ | Nausea, Vomiting or Diarrhea Medication |
| ___ | ___ | Pain Medicine |
| ___ | ___ | Seizure Medicine |
| ___ | ___ | Non-prescription Drugs |
| ___ | ___ | Sleeping Pills |
| ___ | ___ | Stomach, Colon or Digestive Medicine |
| ___ | ___ | Poppyseed Rolls/Cakes |
| ___ | ___ | Other |

PLEASE LIST ANY MEDICATIONS NOT IDENTIFIED ABOVE. IN THE CASE OF PRESCRIPTION MEDICATIONS, PLEASE INDICATE NAME AND TELEPHONE NUMBER OF THE DOCTOR WHO PRESCRIBED THEM.

<u>Medications</u>	<u>Prescribing Doctor</u>	<u>Phone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS ACCURATE AND COMPLETE.

SIGNATURE

DATE

CONTRACTOR PROCEDURE FORM

DATE: _____

ATTN: CONTRACTOR SITE SUPERVISOR.

1. Any contractor applicant employee who refuses to take a drug test, or has a POSITIVE test result on the PRE-HIRE DRUG SCREENING must be removed from the job site and given a prompt opportunity to discuss the test result with the Medical Review Officer.

The MRO is _____ at _____
NAME PHONE NUMBER

Based upon a CONFIDENTIAL discussion with that applicant employee, a final test result of POSITIVE or NEGATIVE will be declared by _____.

2. Any applicant employee declared POSITIVE will be terminated and paid for all hours worked. The individual will not be eligible for employment for thirty (30) days and test negative on the drug screen.

3. The following have tested positive on the Pre-Hire drug test:

_____	_____
_____	_____
_____	_____

4. Any individual testing POSITIVE who wishes to confirm the results of the test, may do so at his/her option by having an EMIT test and GC/MS test performed on the previously collected urine specimen, or a new sample, at a certified lab of his choice. If a new sample is chosen, it shall be collected at the same location as the original sample. The specimen will be shipped directly from the employer's lab to the lab of the applicant/employee's choice. The costs of this test will be borne by the applicant/employee. If the results of this test are negative, the individual will be reinstated with full back pay and benefits up to a maximum of sixteen (16) hours at the straight time rate of pay and will be reimbursed for the cost of the test. The individual must exercise this option within forty-eight (48) hours of being notified of the test results.

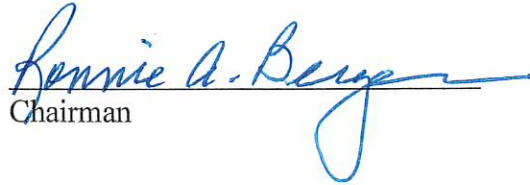
5. Refer to the DRUG AND ALCOHOL TESTING PROGRAM policy for any questions or details regarding these procedures.

In witness whereof, the parties hereto execute this Drug Free Workplace Program Agreement to be effective May 1, 2018.

Journeyman and Apprentices of Local
Union No. 94 United Association


Chairman

East Central Ohio Mechanical
Contractors Association, Inc.


Chairman