AGC WISCONSIN
Associated General Contractors

CONSTRUCTION TRADES SUBSTANCE ABUSE TESTING & ASSISTANCE PROGRAM

Wisconsin Laborers' District Council

North Central States Regional Council of Carpenters

International Union of Operating Engineers, Local 139

Wisconsin District Council of Bricklayers & Allied Craftworkers

Operative Plasterers & Cement Masons International Union, Local 599

I. INTRODUCTION

1. This Construction Trades Substance Abuse Testing and Assistance Program has been adopted and incorporated into agreements entered into between Unions and Contractors.

2. Drug abuse can jeopardize the safety of the employee, coworkers, and customers. For this reason, the Parties are committed to ensuring a drug-free workplace for every employee covered hereunder. In addition, the Parties have an obligation to their customers to ensure the provision of high-quality services and customer satisfaction. Substance abuse by employees could result in serious mistakes in judgment and thereby compromise both the high quality of services and customers' trust.

3. Maintaining confidentiality of employees' private information, including substance abuse information, is of utmost concern to everyone under this Program.

4. The Parties have established this Program to:
    a. Provide a safe and healthy workplace free from the effects of substance abuse for all employees;
    b. Teach employees about the consequences of substance abuse;
    c. See that employees with substance abuse problems get appropriate care and assistance;
    d. Reduce substance abuse-related injuries and property damage;
    e. Reduce substance abuse-related absenteeism and tardiness, and improve employee productivity;
    f. Improve the reputation of signatory contractors, their products and services, and their employees with customers; and
    g. Show the commitment of signatory contractors and the Unions to a workplace free from the effects of substance abuse.

5. This Program is designed to offer assistance, including rehabilitation and counseling to employees who have substance abuse problems. All Employees who abuse drugs or alcohol are encouraged to seek help.

II. DEFINITIONS

1. **Active Status.** "Active Status" means the status assigned to employees who are subject to and complying with the Program's terms and are eligible for employment. All employees shall be on Active Status unless they violate the terms set forth in this Program.

2. **Contractor(s)**. "Contractor(s)" means an individual contractor(s) bound to the Program's provisions pursuant to an agreement with a Union.

3. **Employee**. "Employee" means an individual working pursuant to an agreement between a Union and a Contractor which requires participation in the Program.

4. **Employer Communicator.** "Employer Communicator" means a person within a Contractor's company who shall be designated by the Contractor to the TPA as the contact person(s) who will receive any information relating to employee substance abuse test results and related information under the Program. A Contractor can designate more than one Employer Communicator.

5. **Inactive Status.** "Inactive Status" means the status assigned to Employees who are ineligible to work for a Contractor until they have met the criteria for reinstatement on Active Status.

6. **Medical Review Officer.** "Medical Review Officer" or "MRO" means an independent, medically licensed officer or facility selected by the Third-Party Administrator to review test results as required by the Program.

7. **Parties**. "Parties" means the Unions and the Contractors, collectively.

8. **Positive Test Result.** "Positive Test Result" means a test result having a Prohibited Substances concentration that meets or exceeds the levels set by appropriate state or federal Department of Health & Human Services (DHHS) and/or Department of Transportation (DOT) regulations, as amended from time-to-time. A full list of the thresholds for Positive Test Results for each Prohibited Substance is set forth in Exhibit A.

9. **Prohibited Substances.** "Prohibited Substances" means alcohol, illegal drugs, drug paraphernalia, and/or other substances identified as such in this Program. A full list of the Prohibited Substances that are tested under this Program are set forth in Exhibit A.

10. **Program**. "Program" or "SATAP" means the Construction Trades Substance Abuse Testing and Assistance Program.

11. **SATAP Committee.** "SATAP Committee" means a committee of labor and management representatives appointed to oversee the Program.

12. **Third-Party Administrator**. "Third-Party Administrator" or "TPA" means the entity selected by the SATAP Committee to administer the Program. The TPA is responsible for contracting with clinics and certified testing laboratories to collect and test employees' urine, breath, saliva, and blood specimens for the presence of drugs and/or alcohol. The TPA will keep a database of employees who are on "Active Status" and employees who are on "Inactive Status."

13. **Union**. "Union" means a labor union bound to the Program's provisions pursuant to an agreement with a Contractor.

14. **Union Communicator**. "Union Communicator" shall mean a person within a Union who shall be designated by the Union to the TPA as the sole person(s) that will receive any information relating to employee substance abuse test results and related information under the Program.

15. **Unions**. "Unions" means all the labor unions bound to the Program's provisions pursuant to agreements with Contractors, collectively.

16. **Work Premises.** "Work Premises" means all land, property, buildings, structures, installations, parking lots, equipment, and means of transportation owned by or leased to a Contractor, property of customers on which a Contractor's employees are working, property otherwise being used for a Contractor's business, and private vehicles parked on a Contractor's property or a Contractor's customer's property.

III. GENERAL PROHIBITIONS

1. **Prohibited Substances.** The use, possession, sale, or distribution on Work Premises of Prohibited Substances is prohibited. Employees must not report to work or be on Work Premises under the influence of Prohibited Substances, even if such use occurred off Work Premises and/or off work time.

2. **Prescription and Over-the-Counter Drugs**. The use and possession of legally prescribed drugs are permitted, provided the drugs have been prescribed by a medical practitioner to the Employee in possession of the drug for current use, and do not impair the Employee's ability to perform his or her job. The use of lawfully acquired over-the-counter drugs, provided the use is consistent with the manufacturer's instructions, is also

permitted. Prescription and over-the-counter drugs that do not meet these standards are considered Prohibited Substances.

3. An Employee who violates the provisions in this Section III shall be treated as having submitted a positive test result, as set forth in Section VI.

IV. PROHIBITED SUBSTANCES TESTING

1. **Categories of Testing.** As described in the following sections, there shall be the following categories of testing:
    a. Random Testing;
    b. Employment Screening;
    c. Reasonable Suspicion Testing;
    d. Post-Incident Testing; and
    e. Additional/Other Testing.

2. **Random Testing.**
    a. All Employees covered by this Program are subject to testing for Prohibited Substances on an unannounced basis pursuant to random testing.
    b. Selection of individuals to be tested will be made by the TPA by computer from among a pool of all Contractors' Employees on Active Status.
    c. The total number of random tests in a calendar year shall equal twenty percent (subject to SATAP Committee review) of the total number of participants in the Program, including bargaining unit employees and active alumni employees. The twenty percent goal shall be separate for each trade. This will not amount to more than two random tests per calendar year.
    d. Employees selected for random testing shall report to a TPA-approved collection site upon notification from the TPA to the Contractor. For purposes of this section, "notification" shall mean a phone conversation with an Employer Communicator, or an e-mail marked as received by an Employer Communicator. If the Contractor does not designate an Employer Communicator to the TPA, the TPA shall alert the SATAP Committee and shall thereafter use its best efforts to communicate to the Contractor that an Employee of the Contractor has been selected for Random Testing and shall document its attempt(s) at said communication. If the TPA is unable to communicate with the Contractor, then no notification shall be deemed to have taken place. In no event shall an Employee

be removed from Active Status in situations where a Contractor has not received notification from the TPA.

e. Testing Costs.
    i. The cost of all random testing under this Program, including specimen collection, testing, and selection, will be paid by the monies collected from Contractors by the appropriate fund pursuant to the provisions of the CBAs.
    ii. Any Employee who loses time from work to provide a specimen for random drug testing will be paid compensation and benefits for the time lost, and the Contractor will be reimbursed for this cost under this Program on an annual basis.
    iii. An Employee who is required to provide a specimen for random drug testing on the Employee's own time, due to irregular shift hours or other circumstances that make testing on work time during normal clinic hours impracticable, will be paid by the Contractor the equivalent of up to two hours of the Employee's straight-time hourly wage package, and the Contractor will be reimbursed for this cost under this Program on an annual basis.

3. **Pre-Employment Screening Testing.**
    a. All applicants for employment may be required to take a drug test conducted under the same testing procedures as set forth herein. An applicant or Employee who is on Active Status and can establish to the Contractor's satisfaction that he or she tested negative for Prohibited Substances under the random terms of this Program or of a similar program applying identical or more stringent terms within 90 days (without a subsequent Positive Drug Test) will not be required to submit to testing as a condition of hire. If an Employee or job applicant's test result returns positive, his or her employment offer shall be withdrawn, and the individual will be placed on Inactive Status. Only SATAP-administered tests may be used to put an employee on Inactive Status.
    b. Except as set forth in subsection (c), below, the Contractor will pay all costs related to Employment Screening testing.
    c. When an applicant so chooses on his or her own to take a test for the purpose of obtaining work, and was not required to do so by the Union or Contractor, such cost, including the time for the testing and the cost of the test, will be borne directly by the applicant, unless approved by the SATAP Committee.

4. **Reasonable Suspicion Testing.**
    a. If there is reasonable suspicion to believe that an Employee is in the possession of or under the influence of a Prohibited Substance, he or she will be subject to discipline, up to and including suspension, and be required to undergo an alcohol or other drug test. "Reasonable suspicion" is a belief, based on behavioral observations or other evidence, that is sufficient to lead a prudent or reasonable person to suspect that an Employee is under the influence of a Prohibited Substance. Circumstances, both physical and psychological, will be given consideration. Whenever possible, before an Employee is required to submit to testing based on reasonable suspicion, the Employee should be observed by more than one supervisory or managerial employee. A form that may be used in determining reasonable suspicion is attached to this Program.
    b. A Contractor that requires an Employee to be tested based upon reasonable suspicion will provide transportation for the employee to the testing facility. Under no circumstances will an employee thought to be under the influence of alcohol or an illegal drug be allowed to operate a vehicle or other equipment for any purpose.
    c. An Employee who is being tested under Reasonable Suspicion testing will be placed on Inactive Status pending the Contractor's receipt of notice of the test result. The Employee will have the right to request that a Union representative or designee be present at the time he or she is directed to provide a specimen for testing based upon reasonable suspicion. If the test result is positive, the Employee will be treated as if he or she tested positive on a Random drug test.
    d. If the test result is negative, the Employee will be placed on Active Status and will be put to work by the Contractor and be paid for all lost time according to the shift the Employee was working prior to undergoing testing.
    e. The Contractor will pay all costs related to Reasonable Suspicion testing.

5. **Post-Incident Testing**.
    a. Contractors may also require testing for Prohibited Substances when an employee was involved in or caused a work-related accident or where an employee was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident which resulted in a significant recordable injury (as defined by OSHA regulations) or property damage, and for which the cause of the accident is not readily explainable. Employees whose actions

were clearly not a contributing factor to the accident or incident, but who were otherwise involved, may not be tested by the Contractor.

b. An Employee tested under this section will be placed on Inactive Status pending the Contractor's receipt of notice of the test result. If the test result is negative, the employee will be placed on Active Status and, if practicable, will immediately be put back to work by the Contractor and paid for all lost time, according to the shift the Employee was working prior to undergoing testing, subject to any Contractor disciplinary policy for other misconduct or circumstances that lead to the accident or injury. If the test result is positive, the Employee will be treated as if he or she tested positive on a random drug test.

c. The Contractor will pay any costs related to Post-Incident testing.

6. **Additional/Other Testing.**
   a. The Contractor reserves the right to utilize additional alcohol or other drug testing, whether such testing is mandated by law or instituted at Contractor's discretion. Such testing shall be performed so as not to conflict with the Program.
   b. The costs associated with such drug testing will not be paid for by this Program and are the sole responsibility of the Contractor.

7. **Re-testing Following Invalid Test Result.**
   a. The cost of re-testing due to an invalid test result, including specimen collection, testing and selection, will be paid by the monies collected from Contractors by the appropriate labor-management fund that pays for the Program.
   b. Any Employee who loses time from work to provide a specimen for re-testing of an invalid test result will be paid compensation and benefits for the time lost, and the Contractor will be reimbursed for the cost of an invalid random test under this Program on an annual basis.
   c. An Employee who is required to provide a specimen for re-testing due to an invalid random drug test result on the Employee's own time, due to irregular shift hours or other circumstances that make testing on work time during normal clinic hours impracticable, will be paid by the Contractor the equivalent of up to two hours of the Employee's straight-time hourly package, and the Contractor will be reimbursed for this cost under this Program on an annual basis.

8. **Reimbursement**. All Contractor reimbursements of compensation and benefits for lost time will be paid at the Employee's classification and wage.

9. **Prohibited Substances Testing Specifications.**
    a. Initial testing for Prohibited Substances other than alcohol will be immunoassay or other acceptable testing methods as determined by the testing laboratory. Positive test results for Prohibited Substances other than alcohol will be confirmed. Confirmation testing for Prohibited Substances other than alcohol will be gas or liquid GC/MS or LC/MS chromatography/mass spectrometry.
    b. Testing for alcohol content will be by saliva or breathalyzer unless blood analysis is required. A positive test result for alcohol will be reflected by a blood-alcohol content equal to or greater than current Federal DOT regulations.
    c. Any worker whose BAC level is between .02 and .0399 shall be removed from the jobsite and shall not be permitted to return to work until the start of the workers' next regularly scheduled shift, but not fewer than 8 hours following the administration of the test. Worker shall only be paid for actual hours worked.
    d. Urine, blood, saliva, or breath specimens will be collected by a clinic selected by the TPA. An unbroken chain of custody, including tamper-proof handling methods, shall be maintained to protect employee confidentiality and to protect specimens from adulteration and misidentification. The laboratory must follow test manufacturer's instructions, test administration, and reporting of results. The laboratory will be certified for Federal Workplace Drug Testing Programs by the U.S. DHHS - Substance Abuse and Mental Health Services Administration (SAMHSA).
    e. When being tested, an applicant or Employee may have to sign a consent and release form authorizing and agreeing to the test. A consent and release form that can be used is attached to this document. If an Employee is not competent or able to authorize specimen collection or is in need of medical help, such help shall not be delayed pending specimen collection. Such Employee, however, must authorize the treating health care provider to conduct specimen collection and release to the MRO the necessary records to monitor the Employee's compliance with this Program.
    f. To protect the Employee's right to confidentiality, any test results shall be disclosed only to the testing lab, the Employer Communicator, the MRO, the Employee, the Employee Assistance Program representative, and the representative designated by the Union.
    g. Within three working days of notification of a positive test result, an Employee may request, by e-mail, that the laboratory retest the

original sample at the Employee's expense. If the retest is negative, the Contractor will reimburse the Employee for the cost of the retest, immediately reinstate the employee, and, if applicable, pay the Employee for any lost time according to the shift the Employee was working immediately prior to testing. The employer may seek reimbursement from the Program.

h. At the request of any Employee tested, a portion of the original specimen(s) will be preserved for private testing by the Employee at his or her own expense by an independent laboratory. Tests performed under this provision will be admissible under grievance and arbitration procedures only if the testing laboratory is SAMHSA certified.
i. If a test's result is negative, the Employee will remain or be placed in the database of "Active Status" employees and be eligible for work. The Employee shall be immediately reinstated and paid any wages and benefits that would have been paid had work hours not been interrupted by the test.
j. All tests indicating a Positive Test Result will be reviewed by a MRO, who shall confirm that a violation of this Program has occurred. The MRO will make reasonable attempts to contact any tested employee for information the MRO deems necessary to determine the veracity of a positive test result before the Positive Test Result is reported by the TPA to the Employer Communicator and the Employee's Union. In the event the Employee refuses to discuss or provide information requested by the MRO, or the MRO is unable for two business days to reach the employee despite reasonable efforts, the MRO will report the result as positive to the TPA, who will in turn convey that information to the Employer Communicator and the Employee's Union.
k. An Employee who submits a Positive Test Result will be subject to the provisions contained in this Program.

VI. POSITIVE TEST RESULTS

1. First Positive Test Result.

a. An Employee who submits a first Positive Test Result will immediately be placed on Inactive Status. The Employee shall be eligible for immediate reinstatement to Active Status if: (i) the Contractor has work available, (ii) the Employee continues in any Employee Assistance Program (as defined below) or recommended aftercare program and complies with the terms of the program, and (iii) the Employee takes and passes a Prohibited Substances test at

personal cost through the TPA. The Employee must begin participation in the EAP within 30 days of the Positive Test Result, or otherwise as soon as practicable.

b. The first time an Employee submits a Positive Test Result, the Employee will be referred to participate, if eligible, in an Employee Assistance Program ("EAP") as required or recommended by the Employee's health care fund. If the Employee is not eligible to participate in an EAP required or recommended by the Employee's health care fund, the TPA will provide the Employee with a list of government-assisted EAP programs. If the Employee is qualified and eligible, a portion of the expenses the Employee incurs in consultation and treatment may be borne by the applicable fringe benefit fund. Employees who are not eligible for EAP assistance through the applicable health fund will pay for the costs, if any, of rehabilitation testing.
c. Following a first Positive Test Result, strict adherence to the EAP's guidelines and medical recommendations will allow the Employee to avoid severe discipline or termination, except where the Employee was under the influence at the time he or she caused or was involved in an accident involving a serious injury or substantial damage to property, or if the Employee was involved in theft of property from the Contractor or a Contractor's customer. If an Employee participating in the treatment program prescribed does not comply with recommendations, advice, or schedules established by the counselor or counseling agency, the counselor or counseling agency shall immediately advise the TPA.
d. An Employee who is referred to an EAP agrees to sign a release permitting the EAP to notify the Contractor and the Union representative if the Employee is not adhering to guidelines and medical recommendations. This does not apply to an Employee who voluntarily seeks assistance pursuant to the rehabilitation portion of this Program.
e. An Employee who has tested positive and successfully completes the EAP or aftercare program will be subject to unannounced drug and alcohol testing (in addition to all other testing set forth above) for a period of one year as a condition of reinstatement on Active Status.
f. If an Employee refuses to enter or enters but fails to adhere to an EAP or aftercare program, he or she will remain on Inactive Status.

2. Second Positive Test Result. The second time an Employee submits a Positive Test Result, the Employee will be placed on Inactive Status and terminated.

3. **Appeal.** Employees disciplined or discharged under this Program may grieve the action taken under the appropriate agreement between the Contractor and the Union.

4. **Altered Test Result**. Any Employee determined to have been involved in switching, adulterating, tampering with, or attempting to switch, adulterate, or tamper with a specimen for testing, or otherwise interfering with the specimen collection and/or testing process, will be treated the same as if that Employee submitted a Positive Test Result.

5. **Invalid Test Result.**
    a. An Employee who has three (3) invalid test results in connection with one (1) test will be treated as if the Employee had a Positive Test Result, unless the invalid test results are the product of legitimate medical reasons as verified by a medical doctor.
    b. An Employee placed on Inactive Status due to providing a third invalid test only need provide a negative test result to achieve reinstatement and need not attend an EAP. The cost of testing to achieve reinstatement pursuant to a third invalid test shall be borne by the Employee. An Employee who provides an invalid test must submit to re-testing as soon as possible, but at a maximum within 24 hours of the Contractor's receipt of notice of the invalid test.

6. **Unsuitable Test Result**. When an Employee provides an unsuitable test result (e.g., when there is a detectable substance in the sample, but the substance is not identifiable), it will be treated the same as an altered test result.

7. **Refusal to Test.** If an Employee refuses to be tested for Prohibited Substances, such refusal will be treated as if the Employee submitted a Positive Test Result.

8. **Impact of an Employee's Placement on Inactive Status.**
    a. An Employee placed on "Inactive Status" is ineligible to work for a Contractor until he or she has met the criteria for reinstatement to Active Status.
    b. In addition to all other situations stated elsewhere in the Program, an Employee will be placed on Inactive Status under any of the following circumstances:
        i. The Employee fails to report for a drug test;
        ii. The Employee refuses to execute a consent and release form;

iii. The Employee attempts to adulterate, substitute, or tamper with a specimen;
iv. The Employee refuses to cooperate with the MRO;
v. The Employee otherwise attempts to interfere with the specimen collection or testing process;
vi. There is a pending conclusion by the MRO as to whether the Employee is legally using a prescription or over-the-counter medication;
vii. There is a pending receipt of a test result following a Reasonable Suspicion;
viii. The Employee used a Prohibited Substance prescribed for someone else; or
ix. The Employee is abusing a prescribed drug.

c. Employees on Inactive Status will be subject to the terms of the referral list of the Employee's Union.
d. Contractors have the right to reject the referral of an Employee who is on Inactive Status.
e. An Employee on Inactive Status will not be paid compensation and benefits for time lost.

9. Report to Civil Authorities. Persons found illegally in possession of, offering for sale, purchasing, or distributing any illegal drug may be reported to civil authorities.

10. Federal Projects. Any Employee working on a federal project is required by law to report any conviction of a violation relating to a criminal drug statute occurring in the workplace to his or her superior within five days of such conviction.

11. Confidentiality. The Employer Communicators, the clinics, the laboratories, the MRO, the TPA, and the Unions will treat as confidential all test-related information, subject to the terms of this Program. Such information includes, but is not limited to, test results, information regarding referral for counseling, rehabilitation, other treatment or aftercare, the result of any such referral for counseling, rehabilitation, other treatment or aftercare, and the reason(s) for any disciplinary action taken under this Program.

VI. MISCELLANEOUS PROVISIONS

1. **Voluntary Request for Assistance**. An Employee who feels he or she has developed an addiction or dependence to alcohol or drugs is encouraged

to seek assistance. Any Employee who comes forward to seek assistance may be placed on Inactive Status and suspended without pay pending completion of a counseling assessment and the furnishing of certification by a Counselor/Physician that the Employee is able to return to his or her job and perform it safely.

2. **SATAP Committee Responsibilities**. The SATAP Committee shall convene quarterly, or as needed. At each meeting, the SATAP Committee shall review the TPA's performance, consider alterations to the Program, and otherwise ensure that the Program is adequately meeting the needs of the industry. Any substantive changes to the Program will be commemorated as addenda to this Program manual. Additionally, the SATAP Committee, through the TPA and/or applicable health funds, shall develop and maintain a list of appropriate EAPs.

3. **Third-Party Administrator Responsibilities**.
    a. The TPA shall administer the Program, and shall undertake the following actions:
        i. Compile lists of Employer Communicators and Union Communicators, and make efforts to ensure that said lists are maintained with accurate information;
        ii. Notify the Employer Representative and Union Representative of an Employee's test results;
        iii. Maintain lists/databases of all Employees on Active Status and Inactive Status, identified by their unique personal identification number, and make those lists/databases available for viewing by Contractors and Unions via a secure website;
        iv. Make good faith efforts to contact Contractors—regardless of whether the Contractor has designated an Employer Communicator—and notify them of their duty to have Employees chosen for Random Testing to be so tested;
        v. Attend SATAP Committee meetings; and
        vi. Provide the SATAP Committee with quarterly reports of test results and fees charged to the respective fringe benefit funds for the administration of the Program.
    b. The TPA shall not avoid contacting a Contractor because it has not designated an Employee Communicator.
    c. The TPA shall not require that Contractor's "register" with the TPA to take part in the Program. By virtue of entering an agreement with a Union which requires participation in the Program, all Contractors

are required to participate in the Program, unless they are permitted to "opt-out" as set forth below.

4. **Failure to Send Employee for Random Testing**. The Contractors or Unions can grieve and fine Contractors the equivalent of two hours pay, including benefits, for failing to send an Employee(s) for random testing. Any grievance must be filed within 30 days of the random testing date.

5. **Contractor Opt-Out.** A Contractor can "opt-out" of random testing if the following conditions are met:

   (a) The Contractor must provide written confirmation that they have a substance abuse testing and assistance program that is substantially similar to the AGC of Wisconsin's Construction Trades Substance Abuse Testing & Assistance Program.
   (b) That the contractor seeking exemption agrees, upon request, to provide the SATAP committee with proof of its substance abuse testing, including all data collected by those efforts.
   (c) The Contractor further agrees to defend, indemnify, and hold the Construction Trades' SATAP Committee and its members harmless for any and all liability incurred by the Contractor regarding substance abuse testing and assistance program.
   (d) This section shall <u>not</u> change the duties and obligations imposed on the Contractor by any collective bargaining agreement, including making payments to SATAP.
   (e) The exempt status is subject to review by the SATAP Committee and can be revoked at any time by the committee.
   (f) The Contractor may be required to provide documentation outlined above on an annual basis to retain its exempt status.

   The SATAP Committee shall maintain a list of those Contractors that have been permitted to "opt-out" of the Program and shall notify the TPA promptly each time such an "opt-out" is permitted.

6. **Notice to Employees/Union Members**. An appropriate notice concerning this Program, including treatment and counseling available as well as penalties, will be communicated to all Employees and Union Members.

7. **Legal Products.** The SATAP Committee acknowledges that certain Prohibited Substances may be legal. The legality of a substance is immaterial to the restrictions set forth in this Program.

INSTRUCTIONS FOR USE OF THE OPTIONAL REASONABLE SUSPICION CHECKLIST.

This reasonable suspicion checklist was designed to assist Contractors in focusing on the symptoms of drug use. Some of the symptoms manifest themselves when a person is under the influence of alcohol or an illicit drug. Other symptoms manifest themselves over longer periods of abuse. Both types of symptoms are listed on the checklist for consideration.

The checklist, while not mandatory, is helpful for anyone requesting an employee to submit to a drug and alcohol test or an EAP referral.

REASONABLE SUSPICION CHECKLIST

Date of Report _____

Time Period Covered by

Observation _____

Employee Name _____

Address _____

_____

Social Security Number _____

Check all that apply:

PHYSICAL SYMPTOMS

Flushed or Pale Face	_____
Dilated Pupils	_____
Glassy Eyes	_____
Bloodshot Eyes	_____
Swaying, Wobbling, Stumbling, Staggering or Falling	_____
Dizziness	_____
Excessive Sweating in Cool Areas	_____
Smell of Liquor	_____
Strange Chemical Odor on Breath	_____
Drowsiness	_____

Incoherent, Confused or Slurred Speech _____

Apparent Insensitivity of Pain _____

Reduced Reaction Time _____

Poor Coordination _____

Increased Breathing Rate _____

MOOD SYMPTOMS

Antagonistic _____

Restless _____

Overreacts to Minor Things _____

Insulting _____

Unusually Talkative _____

Excessively Withdrawn _____

Excessive Laughter or Hilarity _____

Baseless Panic _____

Withdrawn _____

Rapid Mood Swings _____

Irritable _____

Combative _____

Aggressive _____

Depressed _____

Exaggerated Sense of Self Importance _____

WORK SYMPTOMS

Doesn't Follow Task Instructions _____

Shows Disregard for Safety of Self and Others _____

Exhibits Excessive Carelessness _____

Appears Unable to Concentrate _____

Excessive Mistakes _____

Unexplained Declines in Productivity _____

Dangerous Behavior _____

Unable to Order Tasks _____

Excessive Focus on Minute Details _____

LONG TERM FACTORS

Complaints from Co-Workers _____

Excessive Work Absences _____

Leaves Job Early for Variety of Reasons _____

Comes Late for a Variety of Reasons _____

Accident Prone _____

Unexplained and Frequent Absences from Work Areas _____

Deteriorating Physical Condition _____

Recommendation - Conclusion

_____

_____

Date of Report

_____ _____

By (Signature) By (Signature)

_____ _____

Title Title

Refer to EAP _____

Refer to Testing Facility _____

Union Representative contacted _____

FOR UNION EMPLOYEES: Mail to the employee's union after the consent form has been signed and a positive test result has been confirmed.

Date _____

To: _____ (Name)

_____ (Union)

_____ (Address)

_____

In a (Check One) _____ Pre-employment

_____ Post Accident

_____ Reasonable Suspicion

Substance abuse test

_____ (Name)

_____ (Social Security Number)

_____ (Craft)

had a confirmed positive test for (check all that apply)

_____ Alcohol
_____ Amphetamines
_____ Cocaine
_____ Marijuana
_____ Opiates
_____ Phencyclidine

If you have any questions, please call _____ (Name)

At _____ (Phone)

_____ (Company)

_____ (Address)

_____

Exhibit A

UNIT CODE MNE: 35190N – 10-50 panel w/Nitrite

THE SUBMITTED URINE SPECIMEN WAS TESTED AT THE CUTOFFS LISTED BELOW.

DRUG CLASS	INITIAL TEST CUTOFF	CONFIRMATORY TEST CUTOFF	CONFIRMATORY METHOD
AMPHETAMINES	1000 ng/mL		
AMPHETAMINE		500 ng/mL	GC/MS
METHAMPHETAMINE		500 ng/mL	GC/MS
BARBITURATES	300 ng/mL		
AMOBARBITAL		200 ng/mL	GC/MS
BUTALBITAL		200 ng/mL	GC/MS
PENTOBARBITAL		200 ng/mL	GC/MS
PHENOBARBITAL		200 ng/mL	GC/MS
SECOBARBITAL		200 ng/mL	GC/MS
BENZODIAZEPINES	300 ng/mL	200 ng/mL	GC/MS
COCAINE METABOLITES	300 ng/mL	150 ng/mL	GC/MS
MARIJUANA METABOLITES	50 ng/mL	15 ng/mL	GC/MS
METHADONE	300 ng/mL	200 ng/mL	GC/MS
METHAQUALONE	300 ng/mL	200 ng/mL	GC/MS
OPIATES	2000 ng/mL		
MORPHINE		2000 ng/mL	GC/MS
CODEINE		2000 ng/mL	GC/MS
PHENCYCLIDINE	25 ng/mL	25 ng/mL	GC/MS
PROPOXYPHENE	300 ng/mL	200 ng/mL	GC/MS

NOBLE DIAGNOSTICS, INC.
Results When You Need Them

19525 Janacek Court, Suite 103
Brookfield, WI 53045
Phone: (262) 957-1968
Fax: (262) 784-1186

SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM

IMPORTANT NOTICE TO DRUG COLLECTION FACILITIES

It is imperative the following procedures are followed to ensure that the drug and alcohol screen you administer conforms to the requirements of the company's testing program.

It is imperative the following procedures are followed:

- Collection fees will be paid by Noble Diagnostics, Inc, unless paid by Quest Diagnostics/E-Screen, and MUST be billed to:

NOBLE DIAGNOSTICS, INC
19525 JANACEK CT, STE. 103
BROOKFIELD, WI 53045
ATTN: ACCOUNTS PAYABLE
262-957-1968
FAX: 262-784-0188
Email: billing@nobledIagnostics.com

- The Quest Diagnostics Chain of Custody (COC) form is the **ONLY** COC that is to be utilized. If more chains are needed, please send request to support@nobledIagnostics.com. COCs, collection supplies and shipping supplies can be ordered for any AGC of WI contractor.

- A drug **(split specimen)** and breath alcohol test should be performed on the following tests **(Random, Post-accident and Reasonable Suspicion Test.)** A drug test only **(split** specimen) should be performed on **(Pre-Employment).**

- The donor **MUST** provide you with photo identification and their Social Security Number.

- A cold or obviously adulterated specimen **MUST** be rejected and the donor advised to provide another specimen under an observed collection.

- You **MUST** write the **ASSIGNED SITE CODE NUMBER** in the "Collection Site Code" box (designated by QUEST) provided in the green section of the COG. This site code number identifies your company and will insure prompt payment.

- The **MRO** copy of the COC and the Breath Alcohol Test Form **MUST** be faxed to us at 262-784-0188 immediately following the collection of the specimen. We will be unable to process the payment until we receive these copies.

- If you need to schedule a specimen pick-up from QUEST, call 1-800-522-8378 or in Illinois call 1-800- 955-1711. Tell them it is for a toxicology pickup and provide them with the Account Number, which is the eight-digit number located on the upper left hand corner of the COC under the bar code to the left of the Specimen ID Number.

YOUR ADHERENCE TO THESE PROTOCOLS ARE APPRECIATED

The Noble Group TM

19525 Janacek Ct, Suite 103
Brookfield, WI 53045
P: (262) 957-1968
F: (262) 784-1186
www.tngintel.com

AGC OF WISCONSIN CONSTRUCTION TRADES
SUBASTANCE ABUSE TESTING & ASSISTANCE PROGRAM (SATAP)
EMPLOYEE NOTICE OF POLICY, CONSENT & RELEASE

Your Employer is a member of the AGC of Wisconsin Construction Trades Substance Abuse Testing and Assistance Program (SATAP), which prohibits the use, abuse, presence in the body, or reporting to work under the influence, bringing onto the worksite, the unlawful manufacture, distribution, possession, transfer, storage, concealment, transportation, promotion or sale of illegal and unauthorized drugs, controlled substances, alcoholic beverages, or drug related paraphernalia by employees, and any of the foregoing is a violation of this Program and will subject the employee to disciplinary action, up to and including immediate termination.

The following types of testing will be conducted under the Program by use of urine, breath, or saliva.

Pre-Employment/Pre-Access Testing	**Post-Accident/Incident Testing**
Return-to-Duty Testing	**Random Testing**
Reasonable Suspicion/Cause Testing	**Follow-up Testing**

A copy of the Substance Abuse Testing Program's Policy has been provided to me. I understand that my refusal to submit to an alcohol or drug test, or my refusal to cooperate fully with the drug testing procedures, a positive test result, or any violation of the Program, will be sufficient cause for disciplinary action, up to and including immediate termination. Any and all discipline provided hereunder against union-represented bargaining unit employees shall be subject to the grievance/arbitration provision of the parties' applicable collective bargaining agreement.

This will acknowledge that I have read and understand the above and that I have been given a copy of the Program Policy and agree to comply with the Program. I consent to have trained personnel collect urine, breath, saliva samples from me to determine the presence or use of illegal drugs, controlled substances, and alcohol.

I authorize the release of my test results to my employer for employment purposes, my employer's Third-Party Administrator (TPA), the clinic, the laboratory, and the Medical Review Officer (MRO), as legally required and upon request to the parties of a grievance initiated by the employee or union. In addition, I authorize the TPA to add my name and related eligibility status to the Program database for other contractor companies that could be my future employers to view my eligibility status. In the event that my employer is subject to an owner-mandated substance abuse policy, I consent and authorize my employer, my employer's Third-Party Administrator (TPA), the clinic, the laboratory, and the Medical Review Officer (MRO) to share my test results with Noble Diagnostics, Inc. and hereby authorize Noble Diagnostics, Inc. to add my name and eligibility status to the Program database.

In the event the drug and/or alcohol test results are positive, I acknowledge that I have the right to request that the original sample be retested by a second SAMHSA certified laboratory. The request must be made to the MRO within 72 hours of when I am notified of a confirmed positive test. I shall pay the initial cost for a retest in advance to the MRO. In the event that said retest should prove to be negative, I will be reimbursed for the cost of the test, paid any back wages including benefits, and reinstated as an employee provided work is available.

Employee **SIGNATURE**	**SSN**	Trade & LOCAL #
Employee **PRINTED** Name	Employer	Date

Please email to: support@nobledIagnostics.com or Fax to: 262-784-1186

11/14/2023

AGC CONSTRUCTION TRADES SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM (SATAP)

REIMBURSEMENT REQUEST

Company Name:_____ Date:_____

Street:_____ City:_____ State:_____ Zip:_____

Contact Name: _____ Phone Number: _____

CHECK ONE (Please use a separate form for each trade):

____ Bricklayers & Allied Craftworkers Locals 1, 3, 6, 7, 9, 11, 13, 19, 21 & 34

____ Cement Masons Local 599, Area 204

____ NWRCC Locals 161, 231, 310, 314, 731, 955, 1056, 1074, 1143, & 1146

____ Operating Engineers Local 139, Area II

____ Laborers Locals 113, 140, 268, 330, 464

____

Each employer requesting reimbursement must furnish the following information with respect to each employee who was paid wages by the employer while undergoing **random** drug testing pursuant to the terms of the Construction Trades SATAP. Employers can request reimbursement for employees who tested from January 1, 2023 through present day. Fund trustees will review and approve the amount of reimbursement and reimbursement is dependent upon the amount of available funds. The funds will only reimburse for lost wages paid for a diluted test results once per employee per year. **Reimbursement requests from contractors who are delinquent in contributions to the SATAP/LMC will not be honored.** For prompt reimbursement please submit your Reimbursement Request to the appropriate Benefit Fund's Office with your next remittance forms. Only wages paid to employees who tested while working in the above locals are eligible for reimbursement.

Employee	Local	SSN	Date(s) of Selection

FUND OFFICE ONLY:

Total Employee Hours:_____ Hours @ $:_____

Check Amount:_____ Date Paid:_____