



AGC OF WISCONSIN

CONSTRUCTION TRADES SUBSTANCE ABUSE TESTING & ASSISTANCE PROGRAM

**Ironworkers Local Union 383
Wisconsin Laborers' District Council
Northern Wisconsin Regional Council of Carpenters
International Union of Operating Engineers, Local 139, Area II
Wisconsin District Council of Bricklayers & Allied Craftworkers
Operative Plasters & Cement Masons International Union, Local 599, Area 204**



**Bricklayers & Allied Craftworkers
District Council of Wisconsin**



**Northern Wisconsin Regional
Council of Carpenters**



**Iron Workers Local 383
Madison, WI**



**International Union of
Operating Engineers, Local 139**



**Wisconsin Laborers'
District Council**



Local 599

**CONSTRUCTION TRADES
SUBSTANCE ABUSE TESTING
AND ASSISTANCE PROGRAM**

INTRODUCTION

1. This Substance Abuse Testing and Assistance Program (“Program”) has been adopted and implemented pursuant to negotiations between the Associated General Contractors of Wisconsin, Inc., (hereinafter “Association”) and the Northern Wisconsin Regional Council of Carpenters, the Wisconsin Laborers’ District Council, the Wisconsin District Council of Bricklayers and Allied Craftworkers, the Ironworkers Local Union 383, the Operative Plasters & Cement Masons International Union, Local 599, Area 204, and the International Union of Operating Engineers, Local 139 (hereinafter the “Unions”).
2. Drug abuse can jeopardize the safety of the employee, coworkers and customers. For this reason, the Association, the Unions and signatory contractors (hereinafter “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. Each signatory contractor shall designate one or more “Employer Communicator(s)” within the company who shall be the sole person(s) that will receive any information relating to employee substance abuse test results and related information under this Program. The Employer Communicators, the clinics, the laboratories, the MRO, the Third-Party Administrator and the Union 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.
4. The Parties have established this Program to:
 - (a) Provide a safe and healthy workplace free of illegal drugs 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 and/or alcohol are encouraged to seek help. Requests for assistance will be handled in strict confidence through the Employee Assistance Program (EAP) or a comparable substance abuse program.

GENERAL PROVISIONS

1. "Contractors" under this Program includes all contractors signatory to one or more of the current agreements between the Association and the Northern Wisconsin Regional Council of Carpenters, the Wisconsin Laborers' District Council, the Wisconsin District Council of Bricklayers and Allied Craftworkers, the Ironworkers Local Union 383, the Operative Plasters & Cement Masons International Union, Local 599, Area 204 and/or the International Union of Operating Engineers, Local 139. Such Contractors prohibit the use, possession, sale or distribution on work premises or work sites of alcohol, other illegal drugs and drug paraphernalia. For purposes of this Program, "premises" means all land, property, buildings, structures, installations, parking lots, equipment and/or means of transportation owned by or leased to the Contractor, property of customers on which the Contractor's employees are working, property otherwise being used for Contractor's business, and private vehicles parked on Contractor or customer property. Employees must not report to work or be on work premises under the influence of alcohol or any other illegal drugs, even if used off Contractor premises and time. The use and possession of legally prescribed drugs are permitted provided the drugs are in the original prescription container, prescribed by a medical practitioner for current use of the person in possession of the drug and do not impair the employee's ability to perform his or her job. Contractors also permit use of lawfully acquired over-the-counter drugs provided the use is consistent with the manufacturer's instructions.

2. For purposes of enforcing this Program, the Program Committee has contracted with a Third-Party Administrator, which is responsible for contracting with clinics and certified testing laboratories to collect and test urine, breath, saliva, and blood specimens for the presence of drugs and/or alcohol.

3. The Third-Party Administrator will keep a database of employees who are on "Active Status" and employees who are on "Inactive Status." "Active Status" shall mean employees who are subject to and complying with the Program's terms and are eligible for employment. All employees shall initially be presumed to be on Active Status unless they violate any of the terms of this Program. "Inactive Status" shall mean employees who have violated the Program's terms and who are ineligible for hire or placement until they have met the criteria for reinstatement on Active Status. Inactive Status shall include employees who fail to report for a drug test, refuse to execute a consent and release form, attempt to adulterate, substitute or tamper with a specimen, refuse to cooperate with the MRO or otherwise attempt to interfere with the specimen collection or testing process. Inactive Status shall also include employees who are temporarily placed in the database pending a conclusion by the MRO as to whether an employee is legally using a

prescription or over-the-counter medication, or pending receipt of a test result of a reasonable suspicion or post-incident drug test. An employee may also be placed on Inactive Status for using a drug prescribed for someone else or abusing a prescribed drug.

4. Employees on Inactive Status will be subject to the terms of the referral list of the employee's local union. Contractors shall have the right to reject the referral of an employee who is on Inactive Status.

5. The Contractor reserves the right to have additional alcohol or other drug testing mandated by law. Such testing shall be performed in strict accordance with the procedures provided for herein.

6. Persons found illegally in possession, offering for sale, purchasing or distributing any illegal drug may be reported to civil authorities.

7. 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.

8. Where a project owner, owner's representative or contracting agent requires alcohol or other drug testing of contractor employees other than provided for in this policy, the Contractor must implement the owner or contracting agent required program for the project. Employees and the Unions must be notified of the special provisions for these projects as soon as reasonably possible. The costs associated with this drug testing will not be paid for by this Program and are the responsibility of the Contractor.

9. 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 Collective Bargaining Agreements. Any employee of the Contractor who loses time from work in order 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. 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. All costs, including specimen collection/testing and lost time, of any pre-employment, post-accident and reasonable suspicion drug testing will be borne by the Contractor requesting such testing.

10. The Association and/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.

11. The cost of re-testing due to a diluted test, 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 Collective Bargaining Agreements. Any employee of the Contractor who

loses time from work in order to provide a specimen for re-testing of a diluted test will be paid compensation and benefits for the time lost and the Contractor will be reimbursed for the cost of a diluted random test under this Program on an annual basis. An employee who is required to provide a specimen for re-testing of a diluted random drug test 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.

12. When an employee provides an unsuitable test (when there is a detectable substance in the sample but the substance is not identifiable) it will be treated the same as a diluted test.

13. An employee who tests positive pursuant to any provision of this Program will not be paid compensation and benefits for time lost.

14. All contractor reimbursements of compensation and benefits for lost time will be paid at the highest classification for each trade.

IMPLEMENTATION TESTING

It is the goal of the Parties to have every covered employee tested for illegal drugs within three years of the Program's implementation date. "Implementation date" means the first date upon which the TPA selects employees for random drug testing under this Program. Therefore, all bargaining unit and active alumni employees of every signatory contractor will be required to take a test for drugs other than alcohol within three years of the Program's implementation date under the same testing procedures as set forth below. An employee on Active Status that tested pursuant to random or pre-employment testing provisions within the first three years of the implementation date of the Program shall not be required to undergo Implementation Testing.

If the employee undergoes Implementation Testing on the employee's own time, the employee will not be paid for the time to take the test. If the employee loses time from work for Implementation Testing, the Contractor will pay the employee for the time lost up to two (2) hours of the employee's wage package. However, Contractors will not be reimbursed for time paid to employees for purposes of Implementation testing. The cost of all testing, 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 Collective Bargaining Agreements. In the event an employee's Implementation Test result returns positive, the employee will be treated as if her or she tested positive on a random drug test (See below).

EMPLOYMENT SCREENING

All applicants for employment may be required to take a drug test conducted under the same testing procedures as set forth below. An applicant or employee who is on Active Status and can establish to the Contractor's satisfaction that he or she tested negative for drugs under the random terms of this Program or of a similar program applying identical or more stringent terms within 90 days (without subsequently having tested positive) will not be required to submit to testing as a condition of hire. In the event 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. The Contractor will pay all costs related to project mandated testing.

When an applicant so chooses on his or her own to take a drug test for the purpose of obtaining work, and was not required to do so by the union or employer, such cost including the time for the testing and the cost of the test will be borne directly by the applicant, unless pre-approved by the committee.

POST-HIRE SCREENING

1. Reasonable Suspicion Testing. Any employee whose supervisor has reasonable suspicion to believe the employee is in the possession of or under the influence of alcohol or an illegal drug 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, sufficient to lead a prudent or reasonable person to suspect an employee is under the influence and exhibits such traits as slurred speech, inappropriate behavior, decreased motor skills, etc. 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. The Contractor who is requiring 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. Such employee 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. (See below). The Contractor will pay all costs related to this testing. 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.

2. Post-incident Testing. Signatory Contractors can also require alcohol or other drug testing for illegal drugs where 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 cause of the accident is not readily explainable. Employees, whose actions it is clear, were not a contributing factor to the accident or incident, but who were otherwise involved will not be tested by the Contractor. An employee being tested post-incident 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. (See below). The Contractor will pay any costs related to this testing.

3. Random Testing. (a) All employees covered by this Program are subject to testing for illegal drugs on an unannounced basis pursuant to random testing. Selection of individuals to be tested will be made by the Third-Party Administrator by computer from among a pool of all signatory contractors' employees on Active Status. Other crafts and holders of CDL's will be tested as specified by law or their collective bargaining agreements.

(b) The total number of random tests in a calendar year shall equal twenty (20) percent (subject to labor-management review) of the total number of participants in the Program, including bargaining unit employees and active alumni employees.

(c) Testing procedures shall be identical to those provided below.

4. Testing Procedures. (a) A positive test result means a result having a drug 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. Positive tests for drugs other than alcohol will be confirmed. Initial testing for drugs other than alcohol will be immunoassay or other acceptable testing methods as determined by the testing laboratory. Confirmation testing for drugs other than alcohol will be gas chromatography/mass spectrometry. The laboratory will be certified for Federal Workplace Drug Testing Programs by the U.S. DHHS - Substance Abuse and Mental Health Services Administration (SAMHSA). Chemicals tested for are marijuana, cocaine, opiate, phencyclidine, and amphetamines. Testing for alcohol content will be by saliva or breathalyzer unless necessity for blood analysis is required. A positive test result for alcohol will be reflected by a blood-alcohol content equal to or greater than current Wisconsin State DOT regulations.

(b) Urine, blood, saliva or breath specimens will be collected by a clinic(s) selected by the Third-Party Administrator. 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.

(c) Prior to being tested, an applicant or employee must 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 policy. In the event 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 Medical Review Officer the necessary records to monitor the employee's compliance with this Program.

(d) To protect the employee's right to confidentiality any test results shall be disclosed only to the testing lab, the Employer Communicator, Medical Review Officer, the employee and the designated Union Representative.

(e) Within three (3) working days of notification of a positive test result an employee may request, by certified letter or hand delivery with receipt, that the laboratory retest the original sample at his or her expense. If the retest is negative, the Contractor will reimburse the employee for the cost of the retest, immediately reinstate the employee, including paying the employee for any lost time according to the shift the employee was working immediately prior to testing.

(f) 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 Program will be admissible under grievance and arbitration procedures only if the testing laboratory is SAMHSA certified.

(g) If the test's result is negative, the employee will remain or be placed in the data base 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. Compliance with this provision will be considered full reinstatement.

(h) An employee whose test result is confirmed positive will be subject to the procedures described below.

5. Medical Review Officer. All tests indicating a positive result will be reviewed by a Medical Review Officer (MRO), as determined by the Third Party Administrator, and confirmed 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 make a determination that the employee's test result was or was not positive, before being reported to the Employer Communicator and (if applicable) the employee's Union as positive. In the event the employee refuses to discuss or provide information requested by the MRO, or the MRO is unable for two (2) 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 Contractor Communicator and Union Representative.

6. Referral to EAP. In the event of a first, positive confirmatory test for alcohol or other drug the tested employee will be referred, if eligible, to participate in the Employee Assistance Program (EAP) of the applicable Health Fund. If the employee is not eligible to participate in the EAP of the Health Fund, the TPA will provide the employee with a list of government assisted EAP programs. Strict adherence to guidelines and medical recommendations will, for a first violation, avoid severe discipline or termination except where the employee was under the influence at the time he/she caused or was involved in an accident involving a serious injury or substantial damage to property or where the employee was involved in theft of property from the contractor or a contractor's customer.

7. First Positive. An employee who tests positive for substance abuse a first time and who enters any required or recommended EAP within 30 days will make the employee eligible for immediate reinstatement provided (1) the Contractor has work available, (2) the employee continues in any EAP or recommended aftercare program and (3) the employee takes and passes a drug screen test at personal cost through the TPA. The employee will be reinstated on Active

Status as long as the employee complies with the terms of the treatment program. An employee, who has tested positive and successfully completed counseling, rehabilitation or other treatment under this Program, will be subject to unannounced drug testing (in addition to testing set forth above) for a period of one year as a condition of being on Active Status. In the event an employee refuses to enter or enters but fails to adhere to a required aftercare program he/she will be placed on Inactive Status and may be subject to discharge. Employees, who are not eligible for EAP assistance through the applicable Health Fund, will pay for the costs, if any, of rehabilitation testing.

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 the employee had a positive test result. An employee who has three (3) diluted test results in connection with one (1) random selection will be treated as if the employee had a positive test result under this paragraph unless the diluted test results are the product of legitimate medical reasons as verified by a medical doctor.

An employee who provides three consecutive diluted tests shall be placed on inactive status. An employee placed on inactive status due to providing a third diluted test only need provide a negative test to achieve reinstatement and need not attend an EAP. The cost of testing to achieve reinstatement pursuant to a third diluted test shall be borne by the employee.

An employee who provides a diluted 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 diluted test.

8. Refusal to Test. If an employee refuses to be tested for substance abuse, such refusal will be treated as if the employee had a confirmed positive test and the employee shall be placed on Inactive Status and required to follow the procedures described above for reinstatement back to Active Status.

9. Second Positive. An employee who has tested positive and has returned to work after successfully completing counseling or rehabilitation and who tests positive again under any provision of this Program will be terminated and placed on Inactive Status.

10. Appeal. Employees disciplined or discharged under this Program may grieve the action taken under the appropriate Collective Bargaining Agreement between the Association or the Contractor and the Union.

COUNSELING OR TREATMENT

A. The Parties, through the TPA or applicable Health Funds, shall develop and maintain a list of appropriate alcohol and other drug abuse treatment centers, counseling centers and/or medical assistance centers.

B. If the employee is qualified and eligible, a portion of the expenses the employee incurs in consultations and treatment may be borne by the applicable fringe benefit fund.

C. 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 Third Party Administrator. 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.

D. 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.

MISCELLANEOUS PROVISIONS

- A. An appropriate notice concerning this Program, including treatment and counseling available as well as penalties, will be communicated to all Employees.

- B. This Program is designed in accordance with local union agreements negotiated by the AGC of Wisconsin, Inc. However for employees covered by other collective bargaining agreements, the language contained in the appropriate agreement governs the exact drug and alcohol rules applicable to their participation.

- C. This Program may be modified from time to time by the Substance Abuse Testing Committee as established by the Parties. The Committee shall also review, as needed, the performance of the Third Party Administrator.

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)

REINSTATEMENT PROCESS FOLLOWING A POSITIVE DRUG TEST

Workers who test positive for illegal drugs or alcohol are in violation of the AGC Construction Trades Substance Abuse Testing & Assistance Program and face certain consequences such as:

- The worker is placed on INACTIVE status and is ineligible for work
- The worker must complete the REINSTATEMENT process to become ACTIVE again
- The worker is placed in a second selection pool for random drug testing

The REINSTATEMENT process requires the worker to complete the following two obligations:

(1) PARTICIPATE IN A DRUG/ALCOHOL ASSESSMENT

This requires the worker to contact the EAP (Employee Assistance Program) provider for the worker's union local to schedule a personal assessment with a counselor. If your union does not have an EAP provider, you should call your union health fund provider to secure the name of a certified drug counselor covered under your plan. IF NEITHER OF THESE SERVICES ARE AVAILABLE TO YOU, YOU CAN CALL THE UNITED WAY NUMBER BELOW TO OBTAIN A REFERRAL TO A COUNSELOR IN YOUR AREA.

1-800-924-5514

When calling this number, identify your trade and local and state that you failed a drug test and would like the number of a United Way agency in your area that offers substance abuse counseling services. Generally, these services are provided on an ability-to-pay, sliding fee basis.

Following your assessment, the counselor must call Noble Diagnostics to verify that you have completed that part of your reinstatement. Noble Diagnostics will ask the counselor for a written statement to that effect.

(2) PROVIDE A NEGATIVE DRUG TEST RESULT

After your assessment, you should call Noble Diagnostics to arrange for a return-to-work drug test. Noble Diagnostics will assist you in scheduling the test at a participating clinic near you and provide you with an authorization form or a chain of custody form to take with you to the clinic. You will either need to mail Noble Diagnostics a cashier's check or money order or pay via credit or debit card over the phone in the amount of \$75.00 to cover the cost of the drug test. THE PROGRAM DOES NOT PAY FOR REQUIRED TESTS RESULTING FROM A POSITIVE DRUG TEST.

Call Noble Diagnostics 48-72 hours following your drug test to obtain the test result. If negative, you are placed back on ACTIVE status and should notify your employer IMMEDIATELY. Your employer will call Noble Diagnostics for verification and put you back to work, if available.

NOTE: Communication with Noble Diagnostics is very important during the reinstatement process. *We all have the same goal: to get you back to work as soon as possible.*
Contact Noble Diagnostics at (262) 957-1968.

EMPLOYEE ASSISTANCE PROGRAMS (EAPs)

**Please call your Health Fund Office for
eligibility and benefit information!**

International Union of Bricklayers and Allied Craftworkers

Member Assistance Program (MAP)

Call Monday - Friday from 8 a.m. to 8 p.m., EST

Phone: 1 (888) 880 - 8BAC

<http://www.bacweb.org/map/index.htm>

or call the Wisconsin Mason's Health Fund office (800) 362-5474

International Union of Operating Engineers, Local 139

EAP- Health Management Center, Wauwatosa, WI

Call 24 hours a day, 7 days a week

Phone: (800) 472-4992

Preauthorization is required for inpatient & outpatient treatment

Health Fund Office: (800) 242-7018 or (262) 549-9190

Iron Workers Local 383

Health Fund Office: (800) 236-1272 or (608) 278-9500

For Health EOS Network Providers call (800) 279-9776

For Pre-certification call (877) 298-5659

Wisconsin Laborers' District Council

Health Fund Office (800) 397-3373 or (608) 846-1742

For Network Providers call (800) 279-9776

Northern Wisconsin Regional Council of Carpenters

Health Fund Office (800) 472-7368 or (715) 835-3174

Outstate Toll Free (800) 331-9565

For Pre-certification call (800) 424-3405

Operative Plasterers' & Cement Mason Union, Local 599

Wisconsin Mason's Health Fund office (800) 362-5474

THIRD PARTY ADMINISTRATOR:

Noble Diagnostics, Inc.

Regional Office: 19525 Janacek Court, Suite 103
Brookfield, WI 53045
Phone: (262) 957-1968 or (877) 200-5616
Fax: (262) 784-1186
Email: Support@noblediagnosics.com
www.noblediagnosics.com

Construction Trades Substance Abuse Testing & Assistance Committee:

LABOR

Scott Watson, NCSRCC
John Schmitt, WLDC
Gary Burns, BAC
Tim DeMinter, IW Local 383
Dan Doperalski, OPCMIA, Area 204
Len Shelton, IUOE, Local 139

MANAGEMENT

Dave Smestad, C.R. Meyer & Sons Co.
Brian Hornung, J.H. Findorff & Sons
Sara Gorenchan, Miron Construction
Barry Scholz, The Boldt Company
Pat Smith, C.D. Smith Construction

Additional copies (8½ x 11 format) of the Construction Trades Substance Abuse Testing & Assistance Program can be printed from the AGC website at www.agcwi.org. Revisions to the program will also be posted on the website as needed.

