

Drug and Alcohol Policy

A-051

Date: 04-06-2003

SECTION I: STATEMENT OF POLICY

The Union Vale Fire District (hereafter the Fire District) recognizes drug and alcohol abuse as a threat to the health and safety of all employees and to members of the public. Thus, the Fire District will take the following steps, including drug testing, to maintain a workforce free from drug and alcohol abuse. It is the goal of this policy to prevent drug and alcohol abuse, reduce the risk of injury to employees, members of the Fire Department, and to the public, rehabilitate, rather than terminate the employment of workers who are abusing drugs or alcohol, and **to** promote health and safety in general. No employee shall be disciplined for drug or alcohol use without first having been offered the opportunity to discontinue use through personal **choice** or by treatment for chemical dependency, if such treatment is needed. All employees will be fully informed of the Fire District's substance abuse policy before testing is administered. The Fire District is desirous of maintaining a safe, healthy, and productive work environment for all employees and for the integrity of the Department.

SECTION 2: FIREMAN ASSISTANCE PROGRAM

The Fire District recognizes that an effective employee assistance program is a crucial component of the Fire District's substance abuse policy. Accordingly, the Fire District has contracted with the "St Francis Hospital-The Work Place- Fireman Assistance Program" (hereafter referred to as (FAP) **to** provide this service. Employees with substance abuse problems are strongly encourage to voluntarily seek self help through the FAP Employees with substance abuse problems who voluntarily participate or are referred to the program shall be subject to the conditions as set forth below.

The Fire District recognizes that an employee assistance program handles many problems in addition to that of substance abuse and that the FAP provides information, guidance, and treatment for problems and illness on a confidential basis. The relationship between the employee and the FAP is and continues to be of a confidential nature except as specifically provided herein.

SECTION 3: VOLUNTARY REFERRAL

3-A: Employees, who voluntarily seek assessment for treatment for substance abuse, shall notify the FAP of their desire to participate in a program. The employee and a representative of the FAP shall meet as soon as possible for purposes of discussion and possible treatment alternatives.

3-A-1: Information concerning the employee's participation a treatment program shall be confidential and maintained in a manner to restrict access except under limited circumstances described herein. An employee shall not be subject to disciplinary action solely on his/her participation in a voluntary treatment program.

In the event that an employee who is participating in a treatment program voluntarily, but needs to be placed on leave of absence for no more than one (1) year, for the period of attendance in a treatment program, must inform the Chief of their participation in a treatment program.

3-A-2: Duty Status. The matter of whether an employee who voluntarily seeks treatment for substance abuse as provided herein is placed in an inpatient treatment program shall be decided by the employee and the FAP. Any information obtained regarding the employee's condition or treatment shall be held confidential between the employee and the FAP.

3-B: Conditions upon Return to Duty. If the employee signed any of the forms: appendix "A", or "B" of this policy than the FAP shall notify the Chief that the employee is fit for duty and information concerning the nature of the employee's outpatient treatment or after care program including date, time and location of required attendance in an outpatient treatment or after care program. In the event the employee violates the rules and procedures of a treatment or after care program, the program shall notify the Chief of such violation. Thereafter the FAP, the Chief; the employee, and the employee's designated representative, if any, shall discuss and agree on additional treatment for the employee, or if other action may be required.

SECTION 4: DISCIPLINE

4-A: Performance Problems/Misconduct: For matters other than a voluntary referral as provided in Section 3 above, employee participation in the FAP or a treatment program does not preclude the imposition of a disciplinary penalty, if appropriate.

4-B: Employees Who Admits Problem with Substance Abuse: If during the disciplinary process prior to imposition of penalty the employee voluntarily admits to a substance abuse problem, the employee shall be referred to the FAP for evaluation. The disciplinary penalty for the misconduct or incompetence shall be held in abeyance pending completion of the treatment program. If the employee does not admit to the alleged misconduct or incompetence, the disciplinary penalty may be decided pursuant to the contractual disciplinary procedure and the disciplinary penalty, if any, shall be imposed.

4-B-1: Referral to FAP. Annexed to this policy as Appendix "C" is a form agreement the employee will sign before being referred to the FAP for assessment for treatment. This appendix C shall state the employee's obligation to follow the requirements of the treatment program, and that the employee may be subject to disciplinary action for failure to adhere to the program. In addition, the employee shall indicate his/her understanding and agreement to release of information to the Chief regarding their participation in the treatment program. The FAP will periodically notify the Chief on the condition and attendance of the employee in the treatment program. The agreement and information concerning the employee's participation in the treatment shall be confidential and maintained in a manner to restrict access only to the Treatment program except under the limited circumstances described herein.

4-B-2: The matter of whether an employee who seeks treatment for substance abuse in the context of a disciplinary proceeding as provided herein is placed in an inpatient treatment program shall be decided by the employee and the FAP. In the event the employee is placed in

an outpatient treatment or counseling program, the Chief may refer the employee to the Fire District's Physician for purposes of consultation on the employee's medical and psychological condition and appropriate duty status during the time of attendance in a treatment or counseling program. The physician shall notify the Chief, the FAP, and the employee, of the employee's appropriate duty status. All other information will be held in confidence between the physician and the employee.

4-B-4: Upon the employee's return to work, the FAP shall provide the Chief with information concerning the nature of the employee's outpatient treatment or after care program including date, time, and location of required attendance in an outpatient treatment or after care program. All other information will be held in confidence between FAP and the employee.

In the event the employee violates the rules and procedures of a treatment or after care program, the FAP shall immediately notify the Chief of such violation. There after the FAP, the Chief the employee, and the employee's designated representative, if any, shall discuss and agree on additional treatment for the employee, or if other action may be required.

4-C: If an employee while on duty exhibits a physical condition, conduct, or pattern of erratic behavior which indicates that the employee is under the influence of an intoxicating substance, and the employee's supervisor has reasonable suspicion to believe, based on direct observation of use or based on observation of the employee's conduct, performance or behavior which indicates that the employee is under the influence of an intoxicating substance while on duty or that the employee is engaging in illegal use, possession, distribution, or sale of a controlled substance or drug on duty, the supervisor shall make an oral report to the Chief immediately. The supervisor's oral communication shall be subsequently memorialized in a written report to the Chief.

The Chief shall decide whether there is reason to investigate for purposes of ascertaining if available facts objectively indicate reasonable suspicion exists to pursue the inquiry, which may include meeting with the employee for purposes of providing the employee an opportunity to explain the conduct, performance, or behavior. The investigation of the employee's behavior shall be confidential with due consideration for the dignity and privacy of the employee. If the Chief decides that the employee shall be referred for drug or alcohol testing, the following procedure shall be followed:

- 1) The employee shall be ordered to submit to a drug and/or alcohol test and, at the same time, the employee shall be given a brief verbal statement of the basis for reasonable suspicion. Refusal to submit to the test or to cooperate during the testing procedure shall constitute grounds for insubordination.
- 2) The sample given by the employee shall be collected under the supervision of an employee of the "The Work Place" and the supervision of the Chief or his Designee. The sample shall be collected at the "The Work Place." The sample collection process shall be confidential with due regard for the dignity and privacy of the employee, and shall be performed in accordance with standards promulgated by the NIDA. During the course of the collection process, the employee shall cooperate with requests for information concerning use of medications and acknowledgment of giving of the specimen.
- 3) The employee shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of the sample to allow for an initial screening, a confirmatory test, and for later testing if requested by the

employee. In the event an insufficient sample is provided, the employee's ability to have second test performed may be adversely impacted.

- 4) In the event the employee ordered to submit to a test for the presence of alcohol, the employee shall submit to a breathalyzer test to be administered by the "The Work Place." In the event the breathalyzer tests positive for the presence of alcohol, a second breathalyzer test will be given as a confirmatory test.
- 5) There shall be no direct observation of giving of a urine sample unless there is reason to believe that the sample may be tampered with, in which event direct observation shall be made by a person of the same gender as the employee giving the sample.
- 6) In the case of urine samples, the sample given shall be immediately divided into two aliquots. The samples shall be marked and sealed in the presence of the donor as to insure the chain of custody of the samples. There after, one sample shall be transported to the testing laboratory in a manner, which shall insure the integrity and chain of custody of the sample. The other sample shall be maintained at the designated agent's office or facility, in a manner, which shall insure the integrity and chain of custody of the sample.
- 7) The sample shall be delivered to a laboratory selected by the "The Work Place" which shall be duly licensed or certified for drug testing purposes by State or Federal agencies having authority to generally license or certified drug-testing facilities. One sample shall be used for purposes of testing by the laboratory and the second sample shall be maintained by the "The Work Place" in accordance with recognized procedures for purposes hereafter described.
- 8) The designated laboratory shall initially perform the enzyme multiplied immunoassay test (EMIT) on the sample for the presence of drugs or controlled substances. A sample, which tests positive, shall be retested by the laboratory using the gas chromatography mass spectroscopy test (GC-MS). A test shall be deemed positive for the presence of drugs and/or alcohol in accordance with the below listed levels (see #11 of Section **4C Drug Testing**).
- 9) In the event the confirmatory GC-MS test result is negative, then the sample shall be deemed negative for the presence of intoxicating substances and a report shall be made to the Chief and to the employee on the test results and all paper work on this matter shall be expunged from the files. The confirmatory GC-MS test from the laboratory shall provide copies of all test results to the Chief; the employee and to the employee's representative.
- 10) "The Work Place's" designated laboratory shall report to the Chief and to the employee on the test results for the presence of alcohol from a breathalyzer test. A negative reading for the presence of alcohol shall be reported for a breathalyzer test of .05% or less, and a report shall be made to the Chief and to the employee and all paper work on this matter shall be expunged from the files. No disciplinary action can be taken against an employee for a negative result from a breathalyzer test. Disciplinary action for misconduct or incompetence shall be referred to Section 4, of this policy.
- 11) "The Work Place's" designated laboratory shall report to the Chief and to the employee on the test results for the presence of the following: controlled substances. A negative reading shall be reported for the positive reading in regards of a controlled substance if said reading is less than any of the following listed below, and a report shall be made to the Chief and to the employee and all paper work on this matter shall be expunged from the files. No disciplinary action can be taken against an employee for a negative result from a controlled substance test. Disciplinary action for misconduct or incompetence shall be referred to Section 4, of this policy.

Marijuana	50 ng/ml
Delta-THC	100 ng/ml GC-MS

Cocaine	300 ng/ml
Metab6lite	500 ng/mp GC-MS
Amphetamines	300 13g/ml
Aniphetaimine	500 ag/ml (3(2-MS
Opiates	100 ng/ml
Phencyclidine	25 ng/ml PCP 100 vglml GC-MS
Morphine	500 nglml GC-MS

12) No disciplinary action can be taken against an employee for a positive reading caused by the prescribe use of a controlled substance.

4-C-1:

- a. After collection and testing, the one sample shall be maintained by the ‘The Work Place’s” designated laboratory in accordance with appropriate procedures for a period of time.
- b. After the employee receives notice of a confirmed positive test from the Department’s laboratory, the employee may make written request within five calendar days to the Chief’s office for a test of the second sample. The employee may request that the second sample be sent to a duly licensed laboratory selected by the employee. The selected laboratory shall be responsible for pickup and transport of the sample, and it shall insure chain of custody. The employee shall be responsible for all costs associated with the second test and shall make arrangements for payment with the selected lab. The parties shall negotiate the standards to be used in the second test for confirmation of the first positive result for the presence of intoxicating employee may also be subject to additional discipline for misconduct or poor work performance which may be imposed pursuant to the contractual procedure. Regardless of the test results, the employee may also be subject to disciplinary action for the misconduct or incompetence which formed the basis of the probable cause, if the tests were administered pursuant to section 4-C above.
- c. Any employee who tests positive while on duty for the presence of intoxicants may be terminated. Such termination shall be subject to review pursuant to the disciplinary procedure.
- d. An employee who tests positive pursuant to section 4-C above for intoxicants on tests given based on reasonable suspicion or on tests given pursuant to Section 5 of this procedure shall, in addition to any discipline which may be imposed, participate in a treatment program as recommended by the FAP.

SECTION 5: MANDATORY TESTING

Any employee will be required to submit to a Drug and/or Alcohol test as provided in Section 4-C of this policy where:

- 1) Reasonable suspicion exists of substance abuse and/or
 - a. Who is involved in a work related accident, and/or
 - b. Who is involved in a work related motor vehicle accident where there is damage to a vehicle.

Refusal on the part of the employee to submit to the test shall be considered as misconduct and shall subject the employee to disciplinary action.

SECTION 6: TERMS AND CONDITIONS FOLLOWING POSITIVE TESTS RESULTS

6-A: An employee who tests positive for intoxicants pursuant to Sections 4 and 5 of this procedure shall participate in a treatment program as recommended by the FAP, and successfully complete such treatment program prior to return to duty. The employee shall sign an agreement accepting the terms and conditions of the treatment program. The agreement shall state the employee's obligation to follow the requirements of the program, and that the employee shall be subject to disciplinary action for failure to adhere to the program. In addition, the employee shall indicate his understanding and agreement to release of information to the Chief regarding his participation in the program. The agreement and information concerning the employee's participation in the treatment program shall be confidential and maintained in a manner to restrict access only to the Chief and the employee. Annexed to this policy, as Appendix "C" is a Form Agreement, which shall be used for this purpose.

6-B: Upon the employee's return to work, the FAP shall provide the Chief with information concerning the nature of the employee's outpatient treatment or after care program including date, time, and location of required attendance in an outpatient treatment or after care program. The Fire District or the outpatient treatment may require a random drug and/or alcohol testing within a twelve (12) month period following the employee's return to work. The cost for this random drug and/or alcohol testing will be paid by the Fire District. All other information will be held in confidence between the FAP and the employee.

In the event the employee violates the rules and procedures of a treatment or after care program, the FAP shall immediately notify the Chief of such violation. There after the FAP, the Chief, the employee, and the employee's designated representative, if any, shall discuss and agree on additional treatment for the employee, or if other action may be required.

The employee shall execute the appropriate authorization for release of information by the FAP to the Chief which information shall be maintained in a confidential manner except as otherwise provided herein.

SECTION 7: FAILURE TO FOLLOW TREATMENT PROGRAM CONDITIONS

7-A: If the employee was a voluntary self-referral pursuant to Section 3 above and the employee violates any of the original or subsequent conditions set forth in the treatment program agreement, or if the employee voluntarily admits a violation of the program conditions, the FAP shall provide the Chief and the employee with recommendations for remedial treatment or other appropriate action. The remedial treatment may consist of additional outpatient or inpatient treatment

7-B: If the employee was originally referred to the FAP as a result of a disciplinary action taken as provided in Section 4 above and the employee voluntarily admits to violation of any of the original or subsequent conditions set forth in the Treatment Agreement, the FAP shall provide the Chief and the employee with recommendations for remedial treatment or other appropriate action. The remedial treatment may consist of additional outpatient or inpatient treatment. The Fire District shall review the disciplinary penalty being held in abeyance and

may implement such penalty in full or in part, or take other action the Fire District deems necessary. The Fire District may implement such penalty in full or in part, or take other action the District deems necessary. The Treatment Agreement originally signed by the employee shall be amended to include any medication of treatment and/or additional conditions placed on the employee.

SECTION 8: ADDITIONAL REQUESTS FOR TREATMENT

An employee who is found by voluntary admission, to be under the influence of an intoxicating substance while on duty after two prior opportunities for treatment may be subject to termination or be given an opportunity to resign his or her position. The determination by the Fire District of whether to provide additional opportunity for treatment shall include consideration of the employee's length of service, his employment history and the interval of time since the employee last received treatment for substance abuse. There is no requirement that an employee be provided an opportunity to remain employed while undergoing treatment for substance abuse after two prior treatment opportunities. Notwithstanding anything to the contrary in this policy, an employee who tests positive for the presence of intoxicants while on duty in violation of the Department's policy on substance abuse on two occasions within any 18-month period shall be disciplined. Such discipline shall be subject to review pursuant to the contractual disciplinary procedure.

SECTION 9: ADMINISTRATIVE PROVISIONS

- a. In the event the laboratory test requested by the employee (i.e., the second test) shows negative, as defined herein, for the presence of intoxicants, the Department shall reimburse the employee for the cost of such second test.
- b. Any alteration, switching, substitution, or tampering with a sample or test given under this policy by any employee shall be grounds for termination, if established pursuant to the applicable disciplinary procedure.
- c. Reasonable suspicion shall be defined as the physical condition, conduct or a pattern of erratic behavior based on observation of the employee's supervisor, which indicates that the employee is under the influence of an intoxicating substance, and/or of the employee's conduct, performance or behavior which indicates that the employee is under the influence of an intoxicating substance while on duty or that the employee is engaging in illegal use, possession, distribution, or sale of a controlled substance or drug on duty based on direct observation of the employee's supervisor.

APPENDIX "A"

UNION VALE FIRE DISTRICT
VOLUNTARY EMPLOYEE PARTICIPATION
IN SUBSTANCE ABUSE TREATMENT PROGRAM

Employee Name:

Date:

Title:

Treatment Program:

Period of Attendance:

AGREEMENT TO CONDITIONS:

I _____ understand and agree to the following conditions concerning my participation in a substance abuse inpatient or outpatient treatment program (hereafter "treatment program") I understand and agree that I shall adhere to all requirements of the Treatment Program which I will attend. I understand and agree that information concerning my participation and status in this treatment program will be released to myself and to the Chief who will hold this information in confidence and restrict access to the information. I further understand and agree that if I violate the terms and conditions of the treatment program, the treatment program shall notify the Chief and that I may be subject to additional treatment and/or other actions concerning my employment.

Accepted and agreed to:

(Signature of Employee)

Date

Reviewed and approved:

Chief

Date

APPENDIX "B"

UNION VALE FIRE DISTRICT
EMPLOYEE DISCIPLINARY PARTICIPATION
IN SUBSTANCE ABUSE TREATMENT PROGRAM

Employee Name: _____ Date: _____

Title: _____

Treatment Program: _____

Period of Attendance: _____

AGREEMENT TO CONDITIONS:

I _____ understand and agree to the following conditions concerning my participation in a substance abuse inpatient or outpatient treatment program (hereafter "treatment program"). I understand and agree that I shall adhere to all requirements of the Treatment Program, which I will attend. I understand and agree that information concerning my participation and status in this treatment program will be released to myself and to the Chief who will hold this information in confidence and restrict access to the information. I further understand and agree that if I violate the terms and conditions of the treatment program, the treatment program shall notify the Chief and that I may be subject to additional treatment and/or other actions concerning my employment.

Accepted and agreed to:

(Signature of Employee)

Date

Reviewed and approved:

Chief

Date