

**STA-ILA DRUG & ALCOHOL ABUSE
PROGRAM COMMITTEE**

**AMENDMENTS AND CLARIFICATIONS TO THE AMENDED 2005 STA-ILA
PROGRAM FOR DRUG AND ALCOHOL ABUSE FOR THE PORT OF BALTIMORE**

The STA-ILA Drug & Alcohol Abuse Program Committee, with the express agreement of the STA-represented employers and the ILA Locals at the Port of Baltimore, hereby amends the Amended 2005 STA-ILA Program for Drug and Alcohol Abuse for the Port of Baltimore as follows:

A. Section XIII (A).

Effective upon execution, former Section XIII (A), which states:

Any temporary employee, or any employee not holding seniority with the seniority board under the Collective Bargaining Agreement or any employee within the first year of possessing seniority, who commits a first offense as defined below will be immediately terminated and permanently barred from the industry, including without limitation employment under any STA-ILA collective Bargaining Agreement.

Is HEREBY removed in its entirety and replaced with new Section XIII (A), which States:

Any temporary employee, or any employee that has never worked 400 hours under the jurisdiction a Collective Bargaining Agreement between the STA and a single ILA Local at the Port of Baltimore during a Contract Year (October 1 through September 30) who commits a first offense, as defined below, will be immediately terminated and permanently barred from the industry, including without limitation employment under any STA-ILA collective Bargaining Agreement. Beginning on the day following the day an employee has worked his/her 400th hour with a single Local during a Contract Year, such employee who thereafter (in the then current Contract Year or any subsequent Contract Year) commits an offense as defined below shall be subject to the progressive sanctions as described in this Section.

B. Introduction/Summary, Paragraph 5.

Effective upon execution, former Introduction/Summary Paragraph 5, which states:

All employees in all crafts are subject to random drug testing under the Program. In addition, whenever your behavior or appearance while working or on the work-site indicates that you may be under the influence of alcohol or a prohibited drug, you are subject to being tested at your employer's direction. You and any other employee who may have been involved in a work-related accident will be tested.

Also, if you are operating equipment which has been classified as “safety-critical” under the Program, and any and all drivers and operators of equipment or vehicles are considered safety-critical employees, or if you are engaging in work-site activities in conjunction with the operation of such safety-critical equipment where your use of alcohol or drugs could make its operation unsafe, you can be tested at any time, without notice, on a non-discriminatory basis.

Is HEREBY removed in its entirety and replaced with new Introduction/Summary Paragraph 5, which states:

All employees in all crafts are subject to random drug testing under the Program. In addition, whenever your behavior or appearance while working or on the work-site indicates that you may be under the influence of alcohol or a prohibited drug, you are subject to being tested at your employer's direction. You and any other employee who may have been involved in a work-related accident will be tested, as permitted by law. Also, if you are operating equipment which has been classified as “safety-critical” under the Program, and any and all drivers and operators of equipment or vehicles are considered safety-critical employees, or if you are engaging in work-site activities in conjunction with the operation of such safety-critical equipment where your use of alcohol or drugs could make its operation unsafe, you may be subject to “safety-critical” testing at any time on a non-discriminatory basis as described under the Program.

C. Section V (E).

Effective upon execution, former Section V (E), which states:

Employees With “Safety-Critical Jobs,” including without limitation, any and all drivers and operators of equipment or vehicles, may be tested at any time, without notice, on a non-discriminatory basis. In addition, employees engaging in work-site activities in conjunction with the operation of such safety-critical equipment, where use of alcohol or drugs could make its operation unsafe, are considered safety-critical employees and may be tested at any time, without notice, on a non-discriminatory basis.

Is HEREBY removed in its entirety and replaced with new Section V (E) as follows:

Employees with “Safety-Critical Jobs,” including without limitation, any and all drivers and operators of equipment or vehicles, may be subject to safety-critical drug testing. In addition, employees engaging in work-site activities in conjunction with the operation of such safety-critical equipment, where use of alcohol or drugs could make its operation unsafe, are considered safety-critical employees and may be tested on the same terms. Safety-critical drug testing may occur up to four (4) times per month on a port-wide basis. Testing shall occur on a group basis. (e.g. all members of a gang, all safety-critical positions at a worksite, or all persons performing the same or similar job function such as a crane-operators or clerks.) The employer, through supervision (e.g. the superintendent, foreman, gang carrier or timekeeper), shall give notice on the day

of the test and in person that a safety-critical test is to occur to the employees to be tested. The employer shall then notify the Union(s) of the employees to be tested and the scope of the test. If an individual is not present on the worksite at the time of notification to the foreman and/or gang carrier, supervision (e.g. the superintendent, foreman, gang carrier or timekeeper) shall contact the employee and notify the employee to return to work for drug and alcohol screening. If supervision is unable to reach an employee that is not present at the worksite at the time of notification to the foreman and/or gang carrier, that employee may be disciplined (if appropriate) pursuant to the CBA, but such absence without notification shall not constitute a violation under this program. Testing will occur on a non-discriminatory basis.

D. Section VII (A).

Effective upon execution, former Section VII (A), which states as follows:

All individuals who are referred for testing must sign a consent form agreeing to be tested under the policies and procedures of this Program. Any individual referred for testing will then and there be informed that failure or refusal to sign the consent form when requested can lead to immediate suspension or discharge and will be treated as a positive test.

Is HEREBY amended as follows:

All individuals who are referred for testing must sign a consent form agreeing to be tested under the policies and procedures of this Program. Any individual referred for testing will then and there be informed that failure or refusal to sign the consent form when requested can lead to immediate suspension or discharge and will be treated as a positive test. The form may not be altered in any manner. Once the employee is informed that he must test, to be released from the obligation to test, the employee must receive permission from the Employer.

In addition, the employee must complete the test within three hours and will be offered the opportunity to provide a blood sample after two and a half hours. If an employee is physically unable to provide a sample due to an urgent/emergency condition, the employee must complete the test within three hours of reasonably being able to complete such test.

E. Section XII (B).

Effective upon execution, former Section XII (B), which states as follows:

B. Any specific or individual disputes regarding application of Program or local administration are subject to the following two-step procedure:

(1) such disputes shall be resolved under the local grievance procedure, to wit: by the Port's Alcohol and Drug Abuse Committee;

(2) if such disputes cannot be resolved under the local grievance procedure, they shall be referred to final arbitration on a “North Atlantic basis” before an arbitrator appointed under the Master Contract Program.

Is HEREBY amended as follows:

B. Any specific or individual disputes regarding application of Program or local administration are subject to the following procedure:

1. The grievance of any adverse action such as suspension or termination must be filed with the Drug and Alcohol Committee within thirty (30) calendar days of the adverse action. This is a strict time limit.
2. The Drug and Alcohol Committee will schedule a meeting to review the grievance as soon as possible, but in any event, no later than thirty (30) calendar days from the date the grievance is filed.
3. If the Drug and Alcohol Committee deadlocks, either party has twenty-one (21) calendar days thereafter to notify the other party that it is filing for arbitration. The parties have seven (7) calendar days thereafter to attempt to select a mutually agreeable arbitrator. If the parties are unable to agree to an arbitrator, either party has seven (7) calendar days thereafter to request a panel of seven (7) arbitrators from the FMCS, who shall all be members of the National Academy of Arbitrators and who shall have offices in the FMCS’s Metropolitan Region, with Baltimore as the site of dispute.

F. Clarification of Covered Drugs

For clarification purposes, the Program prohibits the sale, purchase, transfer, use of or possession, of alcohol and/or illegal drugs, or legally obtained drugs to the extent that they affect an individual’s job performance and safety of others, by employees and supervisors on the property of the employer or while on employer business. “Possession” of alcohol or drugs means in your clothing, vehicles, lockers, storage areas, etc.

The terms illegal drugs and legally obtained drug to the extent they affect an individual’s job performance and the safety of others. The use of or possession without a prescription, as well as the sale, purchase or transfer, of synthetic and semi-synthetic opioid receptor drugs, like hydromorphone, hydrocodone, oxycodone, oxymorphone, buprenorphine, and fentanyl is a violation of the Policy and considered a failed drug test under the Program. In addition to the drug categories contained in the Policy, the following are the levels for legal or illegally obtained drug (categories) that adversely affect an individual’s job performance and safety of others, and are incorporating into the list of drugs violating the Policy:

Nalbuphine	5 ng/mL	5 ng/mL
Oxycodone	100 ng/mL	100 ng/mL
Pentazocine	75 ng/mL	75 ng/mL

If a blood test is utilized, then the following cutoffs are applicable:

	Initial Testing	Confirmatory Testing Level
Opiates	20 ng/mL	5 ng/mL
Cocaine / Metabolites	20 ng/mL	20 ng/mL
Benzodiazepines	100 ng/mL	20 ng/mL
Cannabinoids	10 ng/mL	5 ng/mL
Amphetamines	20 ng/mL	5 ng/mL
Barbiturates	0.04 mcg/mL	.02 mcg/mL
Methadone / Metabolite	25 ng/mL	20 ng/mL
Phencyclidine (e.g. Angel Dust; PCP; Sherm)	10 ng/mL	5 ng/mL
Methamphetamine / MDMA	20 ng/mL	5 ng/mL
Oxycodone / Oxycodone	10 ng/mL	5 ng/mL/1 ng/mL

G. Back to Work Testing

No employee who tests positive or refuses to consent to drug testing will be permitted to return to work until he or she has successfully completed an approved drug and alcohol rehabilitation program and is drug and alcohol free upon return to work. The employee will be permitted two return to work testing opportunities. The first return to work test shall be paid for by the STA and the employee will be responsible for payment for the second test. If the employee fails the second return to work test, this failure shall be deemed as an additional positive test under the Program and the employee shall be subject to the progressive sanctions relevant to that additional positive test (i.e. if the employee was sanctioned for 60 days, the new sanction shall be termination with the opportunity to return to work after one year).

IN WITNESS WHEREOF, the STA-ILA Drug & Alcohol Abuse Program is Amended this ___ day of January 2017.

UNIONS' REPRESENTATIVES

ILA Local 333 Scott Coonan
 ILA Dist. 131 Council Richard P. Kuykendall
 ILA Local 953 John A. Shuck
 ILA Local 1429 J. L. Seuch

EMPLOYER REPRESENTATIVE

Michael Byler