

# **SAMPLE DRUG AND ALCOHOL POLICY**

—  
(TEXAS)

## **DRUG AND ALCOHOL POLICY DISCLAIMER WARNING !!!**

The attached Drug and Alcohol Policy is being furnished to you as a courtesy. Stonetrust Management Services highly recommends that you consult legal counsel before implementing the enclosed document for use in your operations. The enclosed is a sample document; Stonetrust Management Services is not able to provide any warranties, express or implied, in regard to this documentation.

**[EMPLOYER]**  
**DRUG AND ALCOHOL POLICY**

**I. PURPOSE OF THE POLICY**

[EMPLOYER] (hereinafter “the Company”) has established this Drug and Alcohol Policy (hereinafter “Policy”) to assist us in providing a safe and healthy working environment for our employees; to protect our property and the property of our clients; and to cooperate with our clients in their efforts to provide safe and efficient operations.

**II. SCOPE OF THE POLICY**

This Policy will apply to all regular, part-time, casual or contract employees, and to applicants for employment, except those employees engaged in functions covered by drug testing regulations promulgated by the United States Department of Transportation, 49 C.F.R., Parts 40 and 199. Compliance with this Policy is required as a condition of original or continued employment.

**III. DEFINITIONS**

- A. **Illegal Drugs** — Non-prescribed controlled substances as defined by the Texas Controlled Substances Act and 21 U.S.C.A. § 812, Schedules I, II, III, IV and V, which include, but are not limited to, drugs such as opioids, narcotics, marijuana, hashish, cocaine, and other controlled substances.
- B. **Prescription Drugs** — Drugs prescribed by a physician for treatment of illness or disease.
- 1) The use of drugs/medicine prescribed by a licensed physician for an individual employee is permitted provided the employee advises the Company if he/she is using prescribed drugs that may impact the employee’s ability to work.
  - 2) The Company at all times reserves the right to have a licensed physician determine if use of a prescription drug or medication by an employee produces effects which may increase the risk of injury to the employee or others while working.
  - 3) If it is concluded that a prescribed drug will affect performance, the Company reserves the right to limit or suspend the work activity of the employee during the period that the physician advises that the employee’s ability to perform his/her job safely may be adversely affected by the consumption of such medication.

- 4) Employees who have been informed that medication could cause adverse side effects while working or where medication indicates such warning, must inform their supervisor prior to working while under the influence of such substances.
  - 5) Use of medications prescribed by a physician for someone other than the employee in question or use of prescription medication in a manner that does not conform to the physician's prescription or instructions is strictly prohibited.
- C. **Company's Premises** — "Company's premises" includes all locations at which work is performed by the Company, and locations which are assigned to the Company for its use by a client or another contractor, including parking lots and storage areas. It also includes aircraft, automobiles, trucks and all other vehicles and equipment whether company-owned or leased by the Company.

#### IV. **STATEMENT OF THE POLICY**

- A. The use, possession, concealment, transportation, and promotion or sale of the following items or substances by any employee of the Company, is strictly prohibited on all company premises:
- Illegal drugs
  - Alcoholic beverages
  - Drug paraphernalia
  - Unauthorized prescription drugs
- B. Employees may not be at work, or report to work, under the influence of alcohol, narcotics, illegal drugs, or unauthorized prescription drugs.
- C. Employees are permitted to take legally prescribed and/or over-the-counter medications consistent with appropriate medical treatment plans while working for the Company. When such medications negatively affect an employee's job performance, safety, or the efficient operation of the Company, the employee's supervisor or the Company will determine if the employee is capable of performing his/her job.
- D. No prescription drug shall be brought onto the Company's premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed. Any employee who is using a prescription drug under a doctor's orders must notify his supervisor of the identity and dosage of such prescription drug prior to beginning work if the prescribed medication negatively impacts the employee's ability to safely perform the essential functions of his/her position.

- E. The employee shall also authorize the Company to contact his treating physician to determine if the prescription drug or medication produces side effects that may be hazardous to the employee's work activity. The Company also reserves the right to have an independent physician determine if a prescription drug or medication produces such hazardous effects so that its use should be restricted on the Company's premises or while the employee is performing certain activities. Failure of the employee to inform the Company that he/she is taking a prescription medication that negatively impacts his/her ability to safely perform the essential functions of his/her job may result in disciplinary action, including termination.

## V. **TESTING**

### A. **Testing Situations**

The Company may require a drug and alcohol screen, including blood, urine, hair, saliva or breath tests for drugs and/or alcohol. The Company will require blood and urine tests where required by federal regulation. Tests for drugs other than marijuana, opioids, cocaine, amphetamines, and phencyclidine will be administered at the discretion of the Company in accordance with the following conditions:

- 1) Pre-employment.
- 2) Re-hire or return to duty.
- 3) At the discretion of the Company in all cases of employee absence deemed excessive by the Company.
- 4) At the discretion of the Company in all cases involving a person associated with on-the-job injury.
- 5) In any circumstances where representatives of the Company reasonably believe that an employee may be under the influence of intoxicants, alcohol, narcotics or drugs.
- 6) With respect to all employees who complete a drug/alcohol rehabilitation program before returning to work.
- 7) Random testing of affected employees as may from time to time be required at the discretion of the Company.
- 8) Random testing for security- or safety-sensitive positions.
- 9) Transfer into a security- or safety-sensitive position.

10) Follow-up testing.

**B. Drug Testing Procedures**

All sample collection and testing for marijuana, opioids, cocaine, amphetamines, and phencyclidine will be performed under the following procedures and conditions:

- 1) Collection procedures will comply with SAMHSA guidelines.
- 2) The collection of samples shall be performed under sanitary conditions by a laboratory certified by SAMHSA or CAP-FUDT and designated by the Company.
- 3) Samples shall be collected and tested with due regard to the privacy of the individual being tested, and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples. However, under the following circumstances, direct observation will be permitted by a collection site person of the same sex as the tested employee:
  - a. When there is reason to believe that the employee may alter or substitute the specimen to be provided;
  - b. When the employee has provided a urine specimen that falls outside of the acceptable temperature range as listed in the SAMHSA guidelines;
  - c. When the collection site person observes conduct indicating an attempt to substitute or adulterate the sample, etc.;
- 4) Sample collections shall be documented in accordance with SAMHSA guidelines.
- 5) Sample collections, storage, and transportation to the place of testing shall be performed so as reasonably to preclude the probability of sample contamination or adulteration; and,
- 6) Sample testing shall conform to scientifically tested analytical methods and procedures. Testing shall include verification or confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or other comparably reliable analytical method, before the result of any test may be used as basis of disqualification from employment. Cut-off levels will be consistent with those adopted by the SAMHSA or by Texas law. The cut-off level for a positive result on a drug screen for marijuana is 50 nanograms per milliliter.

- 7) All affected employees will be required to sign an Employee Drug and Alcohol Test Consent form.

C. **Reporting Drug Test Results**

- 1) The Company will contract with a licensed physician as its “Medical Review Officer” (“MRO”), who will perform all necessary duties of that designated position as required by applicable law.
- 2) All drug test results will be reported directly from the laboratory to the MRO.
- 3) The MRO will review all confirmed positive results on drug tests.
- 4) Negative drug test results will be reported to a designated representative of the Company. Negative test results will be reported to the tested employee by the designated representative of the Company.
- 5) Confirmed positive drug test results will be reported to the tested employee by the MRO. The results will also be reported to the designated representative of the Company by the MRO.

D. **Alcohol Testing**

In the event an employee is suspected of being under the influence of alcohol, he shall be required to take a blood or breathalyzer test conducted by a person so educated and authorized in testing. Employees who test positive for intoxication due to alcohol (showing a blood alcohol concentration of .10 percent or more by weight) shall be subject to immediate discipline, as per part VI of this Policy.

E. **Record Keeping**

- 1) All information, interviews, reports, statements, memoranda, or test results received by the Company through its drug testing program are confidential. Such information will not be disclosed as evidence, in discovery, or disclosed in any public or private proceeding, except in a proceeding related to an action in a claim for unemployment compensation; in a claim for workers’ compensation; or in any other civil litigation or arbitration where drug use by the tested employee may be relevant.
- 2) An employee who is reported as having a confirmed positive drug test result, upon his written request, may be permitted access within seven (7) working days to records relating to his drug tests and any records relating to the results of any relevant certification, review, or suspension or revocation-of-certification proceedings.

- 3) All drug screen results and medical examination records will be kept in an employee medical folder maintained for each employee.
- 4) All records and drug and/or alcohol test results are the property of the Company.

**VI. PROHIBITIONS AND VIOLATIONS OF THIS POLICY**

**A. The following are strictly prohibited:**

- 1) Reporting to work or working under the influence or in possession of alcohol, narcotics or illegal or unauthorized prescription drugs.
- 2) Use, possession, manufacture, distribution, dispensation or trafficking of narcotics or illegal drugs or drug paraphernalia in any manner on or off the Company's premises before, during, or after working hours.
- 3) Use or possession of alcohol in any manner on or off the Company's property during working hours.
- 4) Use of the Company's property or an employee's position with the Company, directly or indirectly, to manufacture, dispense, distribute or traffic intoxicants, narcotics or drugs.
- 5) Adulteration, substitution, dilution, or contamination of an alcohol or drug testing sample under this Policy. A sample will be considered adulterated if the temperature of the sample does not meet with state or federal regulations; if the sample does not meet the weight, density or other requirements established by state or federal law; if, after testing, the sample produces an inconsistent or indecipherable result; or, after testing, is determined to be adulterated, substituted, diluted or otherwise contaminated.

**B. An employee will be subject to discipline, including and up to immediate discharge, or in the case of pre-employment drug testing, the applicant will not be eligible for employment, for the following reasons:**

- 1) Refusal to timely submit to or participate in the drug and/or alcohol testing program when requested to do so, pursuant to this Policy.
- 2) Substituting, adulterating or contaminating a urine or blood sample.
- 3) Testing positive for prohibited measures of alcohol or prohibited drugs in a breath, urine, hair, saliva or blood test.
- 4) Refusal to submit to a search under the terms of this Policy.

5) Any specimen reported to Company as “diluted.”

## **VII. EMPLOYEE ASSISTANCE PROGRAM**

The Company maintains an Employee Assistance Program (EAP) which provides information, help and assistance programs to employees who suffer from alcohol or drug abuse and other personal/emotional problems.

However, it is the responsibility of each employee to seek assistance from the EAP before alcohol and drug problems lead to disciplinary action, which can include termination for a first offense. Once a violation of this Policy occurs, subsequently using the EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

An employee’s decision to seek prior assistance from the EAP will not be used against him/her in a disciplinary action. Yet, using the EAP will not prevent disciplinary action where facts proving violation of this Policy are obtained. Further, the use by an employee of EAP does not guarantee any continued employment or create a contract of employment either express or implied.

The EAP will make available to all employees informational materials, a copy of this Policy, and certain hot-line telephone numbers for their assistance. Training will be available, under the EAP, for supervisory personnel who are required to determine whether an employee must be drug tested based on a reasonable cause.

## **VIII. EFFECTIVE DATE**

The provisions set forth in this Policy guide are effective immediately upon notice to employees. Each current employee will be furnished a copy of this Policy and will sign a receipt for same. All applicants for employment will be furnished a copy of the Policy before hiring.



# **DRUG, ALCOHOL AND CONTRABAND POLICY AGREEMENT**

## **READ BEFORE SIGNING**

I have read the [EMPLOYER] Drug and Alcohol Policy.

I understand that compliance with the Policy is a condition of employment and that if I violate the Policy or refuse to timely cooperate with the testing procedures, I am subject to discipline up to and including discharge.

I hereby formally waive and give up any expectation of privacy in any of my personal effects brought onto the Company's property or maintained on the Company's property such as desks, lockers, lunch boxes, purses, clothing, brief cases and automobiles.

I understand that I hereby consent to the release of any drug testing results to the Company, and these results may be used as evidence in any proceedings that I may institute against the Company including, but not limited to, workers compensation or unemployment claims.

I acknowledge that I have been given a personal copy of the [EMPLOYER] Drug and Alcohol Policy.

I AGREE TO FOLLOW THE [EMPLOYER] DRUG AND ALCOHOL POLICY.

**DO NOT SIGN IF YOU HAVE NOT READ THIS AGREEMENT.**

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
DATE

**EMPLOYEE DRUG AND ALCOHOL TEST CONSENT**

**READ BEFORE SIGNING**

I hereby agree and acknowledge that as a condition of my employment with [EMPLOYER], I must submit to a drug and/or alcohol test by breath analysis, urinalysis, hair, saliva or blood testing. I understand that a negative test does not mean that my employment with [EMPLOYER] will continue. I hereby waive any and all objections to a drug and/or alcohol test by breath analysis, urinalysis, hair, saliva or blood testing by [EMPLOYER] or its designee. I also waive any expectation of privacy relative to my submission to the drug and/or alcohol test procedures. Specifically, I understand that I am waiving any rights to privacy relative to the testing and procedures, and I hereby consent to the release of any positive results to the Company.

This substance test is being conducted for the presence of \_\_\_\_\_  
(drugs/alcohol) under the following circumstances:

- \_\_\_\_\_ Pre-employment
- \_\_\_\_\_ Post-Accident
- \_\_\_\_\_ Return to Duty
- \_\_\_\_\_ Random
- \_\_\_\_\_ Suspicion

Position \_\_\_\_\_

Further, I hereby certify and affirm that I am not now nor have I within the last thirty (30) days used any illegal or unauthorized prescription drugs. I have no reason to believe that the drug screen by breath analysis, urinalysis, hair, saliva or blood testing would detect any sign of illegal or unauthorized prescription drugs in my body. I am voluntarily submitting to this drug test of my own free will. I understand and consent that any positive results will be released to the Company, and these results may be used as evidence in any proceedings that I may institute against the Company including, but not limited to, unemployment or workers' compensation claims.

**DO NOT SIGN IF YOU HAVE NOT READ THIS WAIVER.**

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE