

LOCKHEED MARTIN AERONAUTICS COMPANY – MARIETTA
AND
INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS
LOCAL LODGE 709

JOINT ALCOHOL AND DRUG PROGRAMS

The Union and the Company are concerned about the effects of alcohol and drug abuse in the workplace and recognize that dependency is an illness for which recovery is possible. Treatment can be successful for employees who have substance abuse problems and, therefore, employees are encouraged to avail themselves of the Company’s confidential Employee Assistance Program (EAP) for help with alcoholism and/or drug dependency.

1) ‘For Cause’ Alcohol and Drug Testing

Testing for reasonable suspicion or post-accident/incident/near-miss shall be administered by the Company when there is cause to believe that an individual is under the influence of alcohol, illegal drugs, improperly administered medications and/or unauthorized substances.

A. Reasonable Suspicion

The criteria, which may constitute Reasonable Suspicion by the Company include, but are not limited to:

- i. Slurred speech, smell of alcohol or marijuana
- ii. Physical loss of control, such as stumbling or violent behavior.
- iii. Psychological loss of control, such as paranoia, rambling or incoherent speech, diminishing consciousness, or loss of touch with reality.
- iv. Signs of emotional stress, such as argumentative or unusually aggressive behavior.
- v. Detection of paraphernalia related to alcohol and/or illegal drugs.
- vi. Detection of alcohol/illegal drugs/prescription drugs not prescribed for the individual on Company premises or the individual.
- vii. Unusual or repeated injury on the job or damage to property not readily explained by work conditions.
- viii. Criminal behavior relative to illegal drug activity.

B. Post-Accident/Incident

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counter proposals in any area of the Agreement opened by the Union.

Testing shall be administered after involvement in an accident/incident regardless of the level of damage, while performing job-related duties on or off Company property of the following individuals:

- i. Employees injured on the job if (a) the injury is serious enough to require medical treatment beyond first aid and (b) the injured employee's actions or omissions reasonably could have been a contributing factor to the accident/injury or
- ii. Employees whose actions or omissions reasonably could have been a contributing factor in the case of an accident involving only property damage or
- iii. Employees whose actions or omissions reasonably could have been a contributing factor to a "near miss" in terms of injury or property damage, or
- iv. Employees covered by the agreement whose actions or omissions reasonably could have been a contributing factor to another individual's personal injury

2) Random Alcohol and Drug Testing

- A. Systematic random testing, without notice, is applicable to employees who are granted access to classified information and employees who are in positions involving national security, health or safety, or functions that in the Company's determination require a high degree of trust and confidence, including employees who volunteer to participate in the Department of Transportation (DOT) random testing program described in Section II.
- B. The Company shall define and maintain a non-biased system of individual selection for the purposes of random drug testing, in accordance with direction provided by Medical.
- C. Any other drug and/or alcohol testing required by the Department of Defense (DoD), Department of Transportation (DOT), and/or other federal agency regulations shall be in accordance with the applicable regulations.
- D. The drug testing program is complementary to, and in no way supersedes Company disciplinary procedures for individuals who are on Company premises in an impaired state caused by a violation of this agreement.

3) Alcohol and Drug Testing

- A. Consent – No alcohol and drug test may be administered, without the written consent of the person being tested (See Attachment A). Employees have the right to speak with a Union representative prior to testing, if requested by the employee but such

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counter proposals in any area of the Agreement opened by the Union.

right shall not be utilized to delay or defer such testing. Refusing to consent and/or submit to an alcohol and/or drug test is considered insubordination and may result in discipline, up to and including termination of employment.

- B. Pre-collection Interviews - Prior to administering an alcohol and drug test, an employee may be interviewed by a Company medical representative or their designee and information from this interview may be provided to the testing laboratory.
- C. Chain of Custody – Collection and shipment of all urine samples will follow strict chain of custody procedures.
- D. Notification – An employee who tests positive shall be so notified by the Company and be given an opportunity to provide the Company with an explanation for the positive alcohol or drug test. If the employee provides, evidence that the positive alcohol or drug test result is due to factors other than the presence of alcohol or illegal drugs, for example improperly administered medications and/or unauthorized substances in the test specimen, the positive test result may in the determination of the Company's Medical Review Officer be disregarded and all records of the test result will be destroyed.
- E. Confidentiality – The identities of employees who have tested positive on For Cause Testing shall attempt to be limited to the extent legally permissible to those persons having a need to know.

4) Positive Test for Alcohol or Drugs

- A. Employees whose breath alcohol (or equivalent) levels are equal to or exceed 0.02 shall be deemed positive and the employee will be sent home without pay for the remainder of their shift. Test results for employees shall be positive for illegal/illicit drugs, improperly administered medications and/or unauthorized substances consistent with the Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratories in effect and as amended from time to time. An employee whose alcohol or drug test is positive will be considered in violation of this agreement and will be placed on a leave as described in paragraph 5 of this Section I.
- B. A second positive test will result in termination.

5) Leave of Absence Following Positive Test

- A. Treatment Required: Employees who have tested positive for drugs or alcohol in accordance with this agreement shall be placed on a leave for up to thirty (30) calendar-days, consistent with the employee's treatment plan. The leave may be

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counter proposals in any area of the Agreement opened by the Union.

extended up to an additional thirty (30) calendar days if the employee presents satisfactory evidence of continuing to participate in treatment. The leave must be taken after a positive alcohol or drug test, and shall be without pay. However, the employee may use personal business pay and/or accrued vacation pay. Their benefit coverage will continue. The employee must present a release from an accredited alcohol or drug rehabilitation program to the Company's EAP representative in order to return to work. Upon return to work, they shall be tested for alcohol and drugs within the first five (5) calendar days and will be subject to random alcohol and drug testing for up to twenty-four (24) active-service months. Failure to comply with any of these requirements will result in the employee's termination. Upon successful completion of the twenty-four (24) active-service month period, the employee's positive test result will be disregarded, and the associated records will be destroyed.

- B. Treatment Not Required: If at the time of an employee's positive test result, an assessment by an accredited drug and alcohol rehabilitation program or the Company's EAP representative indicates that the employee does not meet the criteria for treatment, they will be returned to work upon completion of a five (5)-day disciplinary suspension. The positive test result will be disregarded, and all records of the test result destroyed after twenty-four (24) active-service months, if there is no further occurrence. A second positive test within the twenty-four (24) active-service months will result in termination.
- C. False Positive: In instances where an initial positive test is determined to be negative, the employee will be returned to work and shall be compensated for time lost. Any associated records will be destroyed.

6) Education

- A. On an annual basis, the Company shall distribute educational information on its Alcohol and Drug policies.
- B. On an annual basis, for up to two hours per employee, the Company shall train and educate the stewards and management of represented employees on alcohol and drug awareness and assistance options at the direction of the Company's medical doctor or EAP administrator.

7) Conclusion

The parties recognize that as a contractor to the United States Government, Lockheed Martin Aeronautics Company may be directed by law, regulation or rule to implement additional programs aimed at the problem of alcohol and/or drug use. If such law regulation or rule is issued, the parties agree to meet within a reasonable time to negotiate any changes to this Agreement which may be requested by the Company in response to the newly enacted law,

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counter proposals in any area of the Agreement opened by the Union.

regulation or rule. However, nothing in this Agreement will prevent the Company from complying with any law, regulation or rule of the United States Government. Further, employees will be responsible to notify the Company of any criminal alcohol or drug statute conviction for a violation occurring in or outside of the workplace not later than five (5) calendar days after such conviction. The Company agrees to notify the contracting agency within ten (10) calendar days after receiving notification from such employee or otherwise receiving actual notice of such conviction.

Nothing in this Mutual Agreement shall be construed as a guarantee of employment for any period of time, including but not limited to the time an employee is participating in the Company's EAP or drug testing programs.

This Agreement will be incorporated into the collective bargaining agreements between the IAM and LM Aero – Marietta in the effective date of this agreement.

II. VOLUNTARY PARTICIPATION IN THE FEDERAL DEPARTMENT OF TRANSPORTATION (DOT) TESTING PROGRAM

It is acknowledged that Federal law requires periodic drug and alcohol testing of those employees possessing a valid Class A or Class B - Commercial Driver's License (CDL) in order to perform the essential functions of their jobs.

Employees in classifications that require a classified as Truck Driver and Chauffeur, and those employees who occasionally perform work covered by these classifications, are subject to DOT Federal Motor Carrier Safety Regulation requirements. Employees who possess a valid Class A or Class B -CDL, and who satisfy all other federally-mandated requirements under Title 49 of the Code of Federal Regulations (CFR), may volunteer to be included in the drug/alcohol testing pool in order to be offered occasional work assignments in the Truck Driver or Chauffeur classifications.

All employees seeking to volunteer to be included in the drug/alcohol testing pool must provide a photocopy of their current valid Class A or Class B -CDL to the Transportation Department Manager and are subject to interview and approval to participate by Transportation management. Candidates should be prepared to respond to questions and may be asked to sign applicable documents related to serious traffic violations, cancellations, suspensions, or revocations of driving privileges.

Employees holding valid Class A or Class B -CDL, and who are in the drug/alcohol testing pool, are also subject to other DOT requirements for drivers of commercial motor vehicles, including annual DOT medical examinations, annual review of motor vehicle driving records, and the maintenance of full Driver Qualification Files.

Information is available to employees regarding medical requirements for valid drug/alcohol tests including non-adulteration of specimens, timeliness requirements for reporting for testing

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counter proposals in any area of the Agreement opened by the Union.

after notice is received by the employee, and the consequences of a "positive" test result. Volunteers will remain in the drug/alcohol testing pool for the duration of their employment while maintaining a Class A or Class B -CDL, or until they withdraw from the testing pool. Volunteers may withdraw from the pool by submitting a written request to the Transportation Department Manager. Once an employee has withdrawn from the testing pool, they will not be permitted to re-enter the pool for the duration of their employment.

All aspects of the "random" drug/alcohol testing requirement shall be confined to the minimum required under applicable Federal law. Matters left to the discretion of the parties under the law and other testing required by DOT and "for cause" testing will be processed in accordance with Section I. The Company shall provide the Union with the names of employees included in the DOT random drug/alcohol testing pool, as well as any changes to the list as they occur. The Company shall inform the Union when tests are conducted along with the number of employees tested as soon as practicable following the tests. If an employee tests positive, and there is no acceptable reason for the positive result provided by the employee, the Company will inform the Union as soon as practicable of the positive test result.

Employees included in the drug/alcohol testing pool must maintain, all required licenses. Suspension or loss of a Class A or Class B -CDL, must be reported to the Transportation Department Manager on the employee's first workday following notification of the suspension or loss.

All drivers are expected to remain in compliance with the applicable provisions of Aero Code - 6477, and subsequent revisions.

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counter proposals in any area of the Agreement opened by the Union.

Attachment A



I, _____, hereby authorize Lockheed Martin to conduct a breath alcohol test and urine drug test and use the results of that test for decisions relating to my employment, disciplinary action, or continued employment. I understand that I have the right to request that a Union representative be present prior to an alcohol test.

Signature and Date

Witness

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counter proposals in any area of the Agreement opened by the Union.