

**MEMORANDUM OF AGREEMENT
EMPLOYEE SUBSTANCE ABUSE SCREENING, TREATMENT
AND DISCIPLINE / EAP**

1. Statement of Policy

The Employer and the P.B.A. recognize that the use and possession of intoxicants and controlled substances in the workplace constitute a serious threat to the health and safety of all employees and to members of the public. The Employer and the P.B.A. are further aware of the special obligation of all members of the Sheriff's Department to refrain from the illegal use of controlled substances and the absolute right of the public to have employees perform their duties and responsibilities free from the effects of alcohol and drugs. The Sheriff's Department and the P.B.A. are desirous of maintaining a safe, healthy and productive work environment for all employees and for the integrity of the Department.

2. Treatment/Employee Assistance Program

a) The Employer and the P.B.A. recognize that an effective employee assistance program is a crucial component of the substance abuse policy. Accordingly, the Employer and the P.B.A. have developed a Sheriff's Department Employee Assistance Program (hereafter referred to as "SDEAP"). Employees with substance abuse problems are strongly encouraged to voluntarily seek self help through the SDEAP. Employees with substance abuse problems who do not voluntarily seek the assistance of the SDEAP in accordance with the terms of this Agreement and are found in violation of the Employer's policy, shall be subject to discipline. Employees with substance abuse problems who voluntarily participate in the program or are referred to the program through the disciplinary procedure shall be subject to the conditions as set forth below.

b) The Employer recognizes that an Employee Assistance Program handles many problems in addition to that of substance abuse and that the SDEAP provides information,

guidance and treatment for problems and illness on a confidential basis. The relationship between the employee and the SDEAP is and continues to be of a confidential nature except as specifically provided herein.

3. Voluntary Referral

a) Sheriff's Department Employee Assistance Program

Employees who voluntarily seek treatment for substance abuse under the auspices of the Sheriff's Department Employee Assistance Program shall notify the SDEAP of their desire to participate in a program. The employee and a representative of the SDEAP shall meet as soon as possible for purposes of discussion and agreement on the following items.

1) Conditions

The employee and the SDEAP shall sign an agreement accepting the terms and conditions under which the employee may participate in a treatment program. The agreement shall state the length and type of treatment and the employee's obligations to follow the requirements of the program. In addition, the employee shall indicate his understanding and agreement to release of information to the SDEAP regarding his participation in the program. The agreement and information concerning the employee's participation in the SDEAP shall be confidential and maintained in a manner to restrict access only to the SDEAP, except under the limited circumstances described herein. Annexed to this Agreement as Form "A" is a Form Agreement which contains a Part A and a Part B and which shall be used for this purpose.

2) Duty Status

The matter of whether an employee who voluntarily seeks treatment for substance abuse as provided herein is placed on a leave of absence for purposes of attending an inpatient treatment program shall be decided by the employee and the SDEAP. In the event the employee is not required to take a leave of absence from service while attending a treatment or counseling program, the SDEAP shall refer the employee to the County 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 County Physician's examination of the employee and any information obtained regarding the employee's condition or treatment shall be held confidential between the County Physician and the SDEAP.

3) Pay Status

During the time of attendance in an inpatient treatment program, the employee may use contractual paid sick leave for a maximum period of six (6) months; and upon exhaustion of this six (6) month period, the employee may use accumulated personal and vacation leave. Upon exhaustion of time balances the employee may have, the employee shall be placed on unpaid leave for the duration of the treatment program. If the employee is placed on unpaid leave, the Employer shall continue payment of its portion of the health insurance premium of the remainder of the employee's attendance in an inpatient treatment program, but such payment shall be discontinued after one year of unpaid leave.

The period of time that an employee attends, pursuant to a voluntary referral, an inpatient treatment program on sick leave shall be excluded from the sick leave bank but the employee shall not receive his sick leave bank payment for that period.

4. Conditions Upon Return to Work Following Completion of Treatment Program

a) Upon the employee's return to work, the treatment program shall provide the SDEAP 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. Upon receipt of such information, the SDEAP shall refer the employee to the County 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 after care program. The County Physician's examination of the employee and any information obtained regarding the employee's condition or treatment shall be held confidential between the County Physician and the SDEAP.

b) In the event the employee violates the rules and procedures of a treatment or after care program, including by way of example but not limitation, test positive in a drug screening conducted pursuant to procedures of the outpatient or after care program, the program shall immediately notify the SDEAP and the Sheriff of such violation. Thereafter the SDEAP, the Sheriff, the employee, and the employee's designated representative, if any, shall discuss and agree on additional treatment for the employee or if other action, such as discipline, may be required. The Sheriff may require that the employee undergo a fitness for duty medical evaluation by the County Physician.

5. Discipline

a) Performance Problems/Misconduct

An employee who commits an act of misconduct or incompetence is subject to discipline as provided in disciplinary procedure in this Agreement. For matters other than a voluntary referral as

provided in Section 3 above, employee participation in the SDEAP or a treatment program does not preclude the imposition of a disciplinary penalty, if appropriate.

b) Employee 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 and to the misconduct or incompetency alleged, the employee shall be referred to the SDEAP for treatment. The disciplinary penalty for the misconduct or incompetency may be held in abeyance pending completion of the treatment program or, if appropriate, the disciplinary penalty may be imposed. If the employee does not admit to the alleged misconduct or incompetency, the disciplinary matter shall be decided pursuant to the contractual disciplinary procedure and the disciplinary penalty, if any, shall be imposed.

The rights of the employee, the Employer, the Sheriff's Department and the P.B.A. with regard to disciplinary action shall be as provided in the contractual disciplinary procedure and nothing contained in this Agreement shall be construed to affect those rights.

c) Referral to SDEAP

Upon referral to the SDEAP, the employee and the SDEAP shall sign an agreement accepting the terms and conditions of the treatment program. The agreement shall state the length and type of treatment, the employee's obligation to follow the requirements of the program, and that the employee may be subject to disciplinary action for failure to adhere to the program. The agreement and information concerning the employee's participation in the SDEAP shall be confidential and maintained in a manner to restrict access only to the SDEAP, except under the limited circumstances described herein. Annexed to this Agreement as Form "A", is a Form Agreement which contains a Part A and a Part B and which shall be used for this purpose.

d) Duty Status

The matter of whether an employee who seeks treatment for substance abuse in the context of a disciplinary proceeding as provided herein is placed on a leave of absence for purposes of attending an inpatient treatment program shall be decided by the employee and the SDEAP. In the event the employee is not required to take a leave of absence from service while attending a treatment or counseling program, the SDEAP shall refer the employee to the County 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 County Physician's examination of the employee and any information obtained regarding the employee's condition or treatment shall be held confidential between the County Physician and the SDEAP.

e) Pay Status

During the time of attendance in an inpatient treatment program, the employee shall utilize, in the first instance, available unused annual contractual vacation leave. In the event there is insufficient vacation leave available in the current year to cover the period of attendance in an inpatient treatment program, the employee shall deduct vacation time from his next year's annual contractual vacation entitlement sufficient to cover the remaining period of attendance in the inpatient treatment program. In the event the employee also exhausts the next year's annual vacation entitlement for purposes of attendance in the treatment program, the employee shall be placed on paid sick leave for the period of attendance in the treatment program which continues beyond exhaustion of the two annual vacation leaves and which paid sick leave ends at the point in time six (6) months after the employee left active service to enter the inpatient treatment program. Upon exhaustion of this six month period, the employee may use remaining accumulated paid leave time which may be available. Upon exhaustion of time balances the employee may have, the employee

shall be placed on unpaid leave for the duration of the treatment program. If the employee is placed on unpaid leave, the Employer shall continue payment of its portion of the health insurance premium for the remainder of the employee's attendance in an inpatient treatment program, but such payment shall be discontinued after six months of unpaid leave.

f) Conditions Upon Return to Work Following Completion of Treatment Program

Upon the employee's return to work, the treatment program shall provide the SDEAP 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. Upon receipt of such information, the SDEAP shall refer the employee to the County 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 after care program. The County Physician's examination of the employee and any information obtained regarding the employee's condition or treatment shall be held confidential between the County Physician and the SDEAP.

In the event the employee violates the rules and procedures of any such program, including by way of example but not limitation, test positive in a drug screening conducted pursuant to the procedures of the outpatient or after care program, the program shall immediately notify the SDEAP and the Sheriff of such violation. Thereafter the SDEAP, the Sheriff, 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 which may include imposition of the disciplinary penalty for the prior acts of the employee. The Sheriff may require that the employee undergo a fitness for duty medical evaluation by the County Physician.

6. Drug Testing

a) 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 (a person other than the SDEAP officer) has reasonable cause 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, or if the supervisor is provided with information from a reliable and credible source which is independently corroborated that the employee is engaging in use of or is under the influence of intoxicating substances 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 Sheriff. The supervisor's oral communication shall be subsequently memorialized in a written report to the Sheriff.

b) The Sheriff 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. In the event such a meeting is held, the employee may request that a P.B.A. representative and/or legal counsel attend the meeting, but in no event shall the meeting be delayed for more than one (1) hour to accommodate the request. The investigation of the employee's behavior shall be confidential with due consideration for the dignity and privacy of the employee.

c) If the Sheriff decides that the employee should 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 disciplinary action.

2) If no prior meeting is held with the Sheriff, and the employee is ordered to submit to a test based on reasonable suspicion, the employee will be advised of the right to have a P.B.A. representative present for collection of the sample, but in no event shall collection be delayed for more than two hours to accommodate the presence of a P.B.A. official.

3) Disputes concerning the matter of reasonable suspicion to order a test will be referred to the disciplinary review procedure in connection with charges preferred against the employee.

4) The sample given by the employee shall be collected under the supervision of an agent designated by the Department and the supervision of a representative of the Department. Where practicable, the sample shall be collected at the designated agent's office or facility, or if said office/facility is not available, at a location in the Department designated by the Sheriff for such purpose. 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 recognized standards. 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.

5) 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.

6) In the event the employee is ordered to submit to a test for the presence of alcohol, the employee shall submit to a breathalyzer test to be administered by an agent

designated by the Department. In the event the breathalyzer tests positive for the presence of alcohol, the employee shall provide a blood sample for the confirmatory test as herein provided.

7) 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.

8) In the case of urine or blood test, the sample given shall be divided into two samples. The divided samples will be given to a monitor who will mark and seal each sample to preserve the chain of custody of the samples. Thereafter, the samples shall be transported to the testing laboratory in a manner which shall insure the integrity and chain of custody of each sample.

9) Both samples shall be delivered to a laboratory selected by the Sheriff's Department which shall be duly licensed or certified for drug testing purposes by State or federal agencies having authority to generally license or certify drug testing facilities. One sample shall be used for purposes of testing by the laboratory and the second sample shall be maintained by the laboratory in accordance with recognized procedures for purposes hereafter described.

10) 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 test positive shall be re-tested by the laboratory using the gas chromatography mass spectroscopy test (GC-MS). The laboratory shall perform an appropriate test for the presence of alcohol on the blood sample. A test shall be deemed positive for the presence of drugs and/or alcohol in accordance with standards utilized by the certified laboratory.

The parties may negotiate other standards to be used for determining the presence of intoxicating substances. In addition, the parties may discuss and agree on, subsequent to the date of

the execution of this Agreement, the use of tests scientifically equivalent to those stated in this Agreement.

11) 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 no report shall be made to the Sheriff or to the employee on the test results and the existence of test or its results shall not be used in any manner in any proceeding between the Department and the employee. If the confirmatory GC-MS test result is positive, the laboratory shall provide copies of the test results to the Sheriff, the employee and the employee's representative.

7. Employee Request for Re-testing

a) After collection and testing, both samples shall be maintained by Department's designated laboratory in accordance with appropriate procedures for a period of time to be agreed to by the parties.

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 Department's designated laboratory 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 pick-up and transport of the sample, and it shall ensure 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 substances. The results of the second test shall be sent to the Sheriff, the employee and the employee's representative.

8. Continuation of Disciplinary Procedure

a) If the results of the two tests administered, as provided above, are positive for the presence of intoxicants (as defined in the Employer's policy), the employee shall be suspended for 30 days without pay and this suspension shall not be subject to review in any contractual or statutory proceeding. The 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 incompetency which formed the basis of the reasonable suspicion, if the tests were administered pursuant to Section 6 above.

b) A probationary employee who tests positive for the presence of intoxicants while on duty shall be terminated.

c) Any employee who tests positive while on duty for the presence of intoxicants on two occasions within any 24 month period shall be terminated. Such termination shall be subject to review pursuant to the contractual disciplinary procedure which proceeding shall be limited to questions raised by the employee concerning the basis for the direction of the test and the validity of the drug or alcohol test administered on the second occasion.

d) An employee who tests positive pursuant to Section 6 above for intoxicants on tests given based on reasonable suspicion or on tests given pursuant to Section 9 of this procedure shall, in addition to any discipline which may be imposed, participate in a treatment program as recommended by the SDEAP.

9. Mandatory Testing

Any employee who is involved in a work place accident which results in personal injury to any individual and/or damage to equipment, machinery or facility may be required in the discretion of the Sheriff to submit to a drug and/or alcohol test as provided in Section 6 of this Agreement. For purposes of this Agreement, this provision shall not apply to personal injury to any individual and/or damage to equipment, machinery or facility which is incurred at the scene of an incident. 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.

10. Terms and Conditions Following Positive Test Results

a) Conditions

An employee who tests positive for intoxicants pursuant to Sections 6 and/or 9 of this procedure shall participate in a treatment program as recommended by the SDEAP, and successfully complete such treatment program prior to return to duty. The employee and the SDEAP shall sign an agreement accepting the terms and conditions of the treatment program. The agreement shall state the length and type of treatment, 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 SDEAP 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 SDEAP. Annexed to this Agreement as Form "A" is a Form Agreement which contains a Part A and a Part B and which shall be used for this purpose.

b) Pay Status

During the time of attendance in the treatment program, and after imposition of any penalty which may be imposed as the result of a positive test result, the employee shall utilize, in the first instance, available unused annual contractual vacation leave. In the event there is insufficient vacation leave available in the current year to cover the period of attendance in an inpatient treatment program, the employee shall deduct vacation time from his next year's annual contractual vacation entitlement sufficient to cover the remaining period of attendance in the inpatient treatment program. In the event the employee also exhausts the next year's annual vacation entitlement for purposes of attendance in the treatment program, the employee shall be placed on an unpaid sick leave of absence pursuant to section 72 of the Civil Service Law for the remaining period of attendance in the treatment program.

c) Return to Duty

Prior to return duty, the employee must undergo a medical and psychological examination and evaluation of fitness for duty by the County Physician. The return to duty examination may include a drug and/or alcohol test.

Upon the employee's return to work, the treatment program shall provide the SDEAP with information concerning the nature of the employee's outpatient treatment and/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 the treatment or after care program, including by way of example but not limitation, test positive in a drug screening conducted pursuant to the procedures of such treatment or program, the program shall immediately notify the SDEAP and the Sheriff of such violation.

The employee shall execute the appropriate authorization for release of information by the treatment or after care program to the SDEAP which information shall be maintained in a confidential manner, except as otherwise provided herein.

11. Failure to Follow SDEAP Conditions

a) Originally Voluntary Self-Referral

If the employee was voluntary self-referral pursuant to section 3 above and the employee violates any of the original or subsequent conditions set forth in the treatment and/or SDEAP agreement or if the employee tests positive in a drug screening conducted by the treatment program or SDEAP, or if the employee voluntarily admits a violation of the program conditions, the treatment program shall provide the SDEAP and the employee with recommendations for remedial treatment or other appropriate action. The remedial treatment may consist of additional outpatient or inpatient treatment.

The matter of whether an employee who on a second occasion voluntarily seeks treatment for substance abuse as provided herein is placed on a leave of absence for purposes of attending an inpatient treatment program shall be decided by the employee and the SDEAP. In the event the employee is not required to take a leave of absence from service while attending a treatment or counseling program, the SDEAP shall refer the employee to the County 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 County Physician's examination of the employee and any information obtained regarding the employee's condition or treatment shall be held confidential except under the limited circumstances described herein.

In the event the employee is required to undergo additional inpatient treatment, the employee shall utilize, in the first instance, available unused annual contractual vacation leave.

In the event there is insufficient vacation leave available in the current year to cover the period of attendance in an inpatient treatment program, the employee shall deduct vacation time from his next year's annual contractual vacation entitlement sufficient to cover the remaining period of attendance in the inpatient treatment program. In the event the employee also exhausts the next year's annual vacation entitlement for purposes of attendance in the treatment program, the employee shall be placed on paid sick leave for the period of attendance in the treatment program which continues beyond exhaustion of the two annual vacation leaves and which paid sick leave ends at the point in time six (6) months after the employee left active service to enter the inpatient treatment program. Upon exhaustion of this six month period, the employee may use remaining accumulated paid leave time which may be available. Upon exhaustion of time balances the employee may have, the employee shall be placed on unpaid leave for the duration of the treatment program. If the employee is placed on unpaid leave, the Employer shall continue payment of its portion of the health insurance premium for the remainder of the employee's attendance in an inpatient treatment program, but such payment shall be discontinued after six months of unpaid leave.

The Treatment Agreement originally signed by the employee shall be amended to include any modification of treatment and/or additional conditions placed on the employee.

b) Original Disciplinary Referral

1) Voluntarily Admits Violation of SDEAP Conditions

If the employee was originally referred to SDEAP 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 SDEAP shall provide the Department and the employee with recommendations for remedial treatment or other

appropriate action. The remedial treatment may consist of additional outpatient or inpatient treatment. The Department shall review the disciplinary penalty being held in abeyance and may implement such penalty in full or in part, or take other action the Department deems necessary. If the employee is permitted to undergo additional inpatient treatment, the employee shall utilize, in the first instance, available unused annual contractual vacation leave. In the event there is insufficient vacation leave available in the current year to cover the period of attendance in an inpatient treatment program, the employee shall deduct vacation time from his next year's annual contractual vacation entitlement sufficient to cover the remaining period of attendance in the inpatient treatment program. In the event the employee also exhausts the next year's annual vacation entitlement for purposes of attendance in the treatment program, the employee shall be placed on paid sick leave for the period of attendance in the treatment program which continues beyond exhaustion of the two annual vacation leaves and which paid sick leave ends at the point in time three (3) months after the employee left active service to enter the inpatient treatment program. Upon exhaustion of this three-month period, the employee may use remaining accumulated paid leave time which may be available. Upon exhaustion of time balances the employee may have, the employee shall be placed on unpaid leave for the duration of the treatment program. If the employee is placed on unpaid leave, the Employer shall continue payment of its portion of the health insurance premium for the remainder of the employee's attendance in the inpatient treatment program, but such payment shall be discontinued after three months of unpaid leave.

The Treatment Agreement originally signed by the employee shall be amended to include any modification of treatment and/or additional conditions placed on the employee.

c) Violation of Treatment Conditions Not Voluntarily Disclosed

If the employee was originally referred to the SDEAP as a result of a disciplinary action taken as provided in section 4 above and the employee violates any of the original or subsequent conditions set forth in the treatment Agreement, or if the employee tests positive in a drug screening conducted by the treatment program or SDEAP, the SDEAP shall provide the Department with recommendations for remedial treatment or other appropriate action. The remedial treatment may consist of additional outpatient or inpatient treatment. The Department shall review the disciplinary penalty being held in abeyance and shall implement such penalty in full or in part, or take other action the Department deems necessary. If the employee is permitted to undergo additional inpatient treatment, the employee shall be placed on an unpaid leave of absence pursuant to section 72 of the Civil Service Law for a minimum period of two (2) months.

The Treatment Agreement originally signed by the employee shall be amended to include any modification of treatment and/or additional conditions placed on the employee.

d) Discovery of Failure to Follow Treatment/SDEAP Conditions in a Subsequent Disciplinary Matter

Employees who are in a treatment program voluntarily or as the result of a disciplinary matter who engage in misconduct or poor work performance and/or are discovered to have violated treatment or SDEAP conditions shall be subject to the disciplinary process for the misconduct or poor work performance and/or violation of treatment program or SDEAP conditions.

12. Third Request for Treatment

An employee who is found by voluntary admission or testing, 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 Department of Sheriff's and Emergency Services of whether to provide a third 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 agreement, 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 24-month period shall be terminated. Such termination shall be subject to review pursuant to the contractual disciplinary procedure, such proceeding shall be limited to questions raised by the employee concerning the basis for the direction of the test and the validity of the drug or alcohol test administered on the second occasion.

Notwithstanding anything to the contrary above, no provision shall be made for continuation of treatment or of employment under any circumstance after the employee has been provided three (3) opportunities for treatment for substance abuse.

13. Administrative Provisions

a) Time spent by an employee undergoing tests as provided in sections 4 and 5 herein shall be compensated pursuant to the terms of the collective bargaining agreement.

b) 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.

c) Any alteration, switching, substitution or tampering with a sample or test given under this agreement by any employee shall be grounds for termination, if established pursuant to the applicable disciplinary procedure.

d) The Employer and the P.B.A. agree to meet periodically to review, and if appropriate agree to amend, this Article to insure that it remains consistent with current federal and state law.

e) Separability - If any clause or provision of this drug testing Article or any addition thereto is decided by a court or administrative agency of competent jurisdiction to be in violation of any federal, state or local law, the remaining clauses and provisions of this Article shall remain in full force and effect.

f) Disputes concerning the interpretation or application of this Article shall be subject to the contractual grievance procedure, except for disciplinary matters.

Dated:

THE COUNTY OF <XXX>

<XXX> COUNTY SHERIFF'S
DEPUTIES'
BENEVOLENT ASSOCIATION

By: _____
COUNTY EXECUTIVE

By: _____
PRESIDENT

By: _____
SHERIFF