

ARTICLE V

MANAGEMENT RIGHTS

Section 1.

The right to hire; promote; discharge or discipline for cause; and to maintain discipline and efficiency of employees, is the sole responsibility of the Corporation except that union members shall not be discriminated as such. In addition, the products to be manufactured, the location of the plants, the schedules of production the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Corporation.

The Company retains, solely and exclusively, all of the rights, powers and authority that it would have in the absence of this Agreement, which is not abridged by a specific provision of this agreement, and which is not otherwise mentioned in this Article. Nothing in this Agreement shall be construed to limit the Company in any way in the exercise of these rights, except as specifically relinquished, restricted, or modified by the express provisions of this Agreement.

Section 2. DRUG TESTING

The parties discussed at length the worsening drug problem in our country and the rising incidence of chemical dependency. Chemical dependence on the part of employees impacts the workplace in terms of quality, productivity, and effectiveness of operations, while threatening the safety and well-being of both the chemically-dependent employee and his/her co-workers. As a result, the parties agreed to institute a screening program and to periodically review it during the term of the agreement and make adjustments where deemed appropriate. This agreement reflects such screening program and adjustments to it.

Process

Employees may be screened for substance abuse (alcohol and drugs) in the following instances:

1. As part of a return to work physical for employees returning from substance abuse related sick leaves of absence.
2. As required by law, any onsite injury requiring medical attention off site or damage to property. (not of a minor nature)

All testing and reporting will be conducted in accordance with the guidelines established by the Department of Health and Human Services.

Implications

It is not the intent of the testing requirements to imply that an employee is impaired at the time a sample is provided for testing. An individual who tests positive will be handled in the following manner:

1. **FIRST POSITIVE:** The employee will be deferred from working for approximately two weeks and scheduled for follow-up testing. EAP services are to be offered to the employee and the employee is to be referred to the CDR. The employee will automatically be subject to further unannounced screening for a period of twelve months.

2. **SECOND POSITIVE:** The employee will again be deferred from working for approximately two weeks and scheduled for follow-up testing. EAP services are required and the employee is to be referred to the CDR. Should the employee refuse EAP services they will be subject to discipline/discharge. The employee will automatically be, subject to further unannounced screening for a period of twelve months.

3. **THIRD POSITIVE:** The employee will be discharged regardless of prior disciplinary record or length of service. Grievances protesting irregularities in the testing procedure may be taken through the grievance procedure; however, extent of penalties arguments is not subject to the Umpire's discretion.

Section 3. The Company has the right to suspend job transfers, promotions and shift changes during the following critical periods in plant operations: model build-out; model start up; plant rearrangement; line speed changes; product changes; addition or elimination of a shift.

Management  date 12/1/15

Union  date 12-1-2015

