**DRUG TESTING POLICY**

**PURPOSE**

[EMPLOYER'S NAME] is dedicated to maintaining a safe, healthy, and productive work environment free from alcohol and illegal drugs, as defined by Delaware state, local, or federal laws[, including marijuana]. This applies while employees are on the employer’s premises (whether on or off duty) or operating employer-provided vehicles. [Although marijuana use may be legal under Delaware law for medical [or recreational] purposes, it remains illegal under federal law and is prohibited in the workplace under [EMPLOYER'S NAME]’s policy.] Employees working under the influence of drugs or alcohol pose significant safety risks to themselves and others.

To support this commitment, [EMPLOYER'S NAME] has implemented a policy requiring job applicants and current employees to undergo drug and alcohol testing in specific circumstances. This policy is designed to comply with all applicable laws governing drug and alcohol testing while respecting the privacy rights of current and prospective employees.

[**PRE-EMPLOYMENT TESTING**

All job applicants are required to undergo drug [and alcohol] testing as allowed by federal, state, or local laws. Employment offers from [EMPLOYER'S NAME] are contingent upon the applicant successfully completing and passing the required drug [and alcohol] test in compliance with the procedures outlined in this policy.]

**REASONABLE SUSPICION TESTING**

Employees may be required to submit to drug and alcohol testing if a supervisor or other authorized personnel observes objective signs, such as changes in appearance, speech, behavior, or other conduct, suggesting that the employee may be under the influence of unlawful drugs[, including marijuana,] or alcohol, or both.

Employees taking over-the-counter or legally prescribed medication to manage a medical condition must inform [their supervisor/the [DEPARTMENT NAME] Department] if the medication could affect their job performance or compromise workplace safety. Employees can also request reasonable accommodations if necessary before reporting to work while using such medication.

**[SCHEDULED/RANDOM TESTING**

Employees working in safety- or security-sensitive roles may be required to undergo drug and alcohol testing on a [scheduled/random] basis to ensure compliance with workplace safety standards.]

**INCIDENT-RELATED TESTING**

Employees involved in a work-related accident or an incident that violates safety or security protocols may be required to undergo drug and alcohol testing. This requirement applies regardless of whether the incident caused injury or property damage.

**TESTING PROCEDURES AND GUIDELINES**

All drug and alcohol testing conducted under this policy will be performed by an independent, [state-licensed] testing facility. Written consent from the individual will be obtained prior to testing. [EMPLOYER'S NAME] will cover the full cost of testing, and employees will be compensated at their regular rate of pay for any time spent undergoing testing as required by the company.

Employees suspected of being under the influence of illegal drugs or alcohol while at work will be placed on suspension [with/without] pay pending the receipt of test results from the testing facility and any additional information deemed necessary by [EMPLOYER'S NAME] to make an informed decision.

**CONFIDENTIALITY OF TEST RESULTS**

All records pertaining to an employee's or applicant's drug and alcohol test results will be treated as strictly confidential. These records will be securely maintained in a separate file, apart from the individual's personnel file, to ensure privacy and compliance with applicable laws.

**CONSEQUENCES OF A POSITIVE TEST RESULT**

Employees who test positive [may/will] face disciplinary action, which could include immediate termination of employment. For job applicants, a positive test result [may/will] result in [the withdrawal of a conditional job offer/being disqualified from employment consideration].

**REFUSAL TO SUBMIT OR COMPLETE TESTING**

Employees who refuse to undergo testing as required by [EMPLOYER'S NAME] or fail to complete the testing process will face disciplinary action, up to and including immediate termination of employment. Job applicants who decline to participate in drug [and alcohol] testing will be considered to have voluntarily withdrawn from the hiring process and will no longer be eligible for employment consideration.

**[EMPLOYEE SUPPORT PROGRAM**

[EMPLOYER'S NAME] offers an Employee Assistance Program (EAP) to support employees [and their eligible dependents] in addressing personal challenges that may affect their well-being and job performance. The EAP provides confidential counseling services (with the exception of disclosures required by law, such as instances of child abuse) that are separate from personnel records.

For additional details about the EAP, including how to access its services, please contact the [DEPARTMENT NAME] Department.]

**POLICY OVERSIGHT AND ADMINISTRATION**

[EMPLOYER'S NAME] reserves the right to amend, update, or remove provisions of this policy at any time without prior notice.

The [DEPARTMENT NAME] Department oversees the implementation and administration of this policy. Employees or applicants with questions regarding the policy or its procedures, or seeking clarification on aspects not explicitly covered, are encouraged to contact the [DEPARTMENT NAME] Department.

**ALIGNMENT WITH COLLECTIVE BARGAINING AGREEMENTS**

The provisions outlined in this policy are designed to complement, not replace, modify, or override, any terms or conditions established in a collective bargaining agreement (CBA) between [EMPLOYER'S NAME] and a union.

Employees covered under a CBA should refer to the specific terms of their agreement for clarity. In instances where this policy conflicts with the terms expressed in the CBA, the collective bargaining agreement will take precedence.

For additional guidance on how this policy interacts with a CBA, employees are encouraged to contact the [DEPARTMENT NAME] Department or their union representative.

**ACKNOWLEDGEMENT OF RECEIPT AND REVIEW**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received and reviewed a copy of [EMPLOYER'S NAME]’s [NAME OF POLICY]. I understand that it is my responsibility to familiarize myself with the policy and adhere to its terms.

I also acknowledge that this policy is not intended to create an employment contract or alter my at-will employment status, unless otherwise specified in a written agreement signed by an authorized representative of [EMPLOYER'S NAME]. Any delay or failure by [EMPLOYER'S NAME] to enforce the provisions of this policy does not constitute a waiver of its rights to enforce them in the future.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date