

# PACIFIC NORTHWEST IRON WORKERS



## DRUG FREE WORKPLACE PROGRAM

RESTATED EFFECTIVE  
SEPTEMBER 1, 2018

### PROGRAM DOCUMENT

## **SERVICE PROVIDERS**

### **Program Manager/DFW Office:**

Welfare & Pension Administration  
Service, Inc.  
PO Box 86  
Gladstone, OR 97027-0086  
(P) 877-213-8630  
(F) 503-742-2415

### **Employee Assistance Program:**

Fully Effective Employees, Inc.  
(FEE)  
40 Lake Bellevue Drive, Suite 100  
Bellevue, WA 98005-2480  
(P) 800-648-5834  
(F) 425-642-8808

### **Medical Review Officer:**

Paragon MRO Services  
9370 SW Greenburg Rd, Suite 200  
Portland, OR 97223-5421  
(P) 877-977-3225  
(F) 503-459-4989

### **Test Laboratory:**

Legacy MetroLab  
1225 NE 2<sup>nd</sup> Ave  
Portland, OR 97232-2003  
(P) 503-413-4512  
(F) 503-413-4856

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**QUESTIONS and ANSWERS**  
**NW IRONWORKERS DRUG FREE WORKPLACE PROGRAM**  
**DRUG AND ALCOHOL TESTING**

**1. WHAT IS NORTHWEST IRONWORKERS HEALTH & SECURITY FUND DRUG FREE WORKPLACE PROGRAM?**

The Ironworkers District Council of the Pacific Northwest, and its Affiliated Local Unions #14, 29, and 86, and the Northwest Ironworkers Employers Association and its affiliated employers, and the Missoula Construction Council and its affiliated employers, are committed to establishing a work environment where participants are free from the effects of drugs, alcohol, or other impairing substances.

The Drug Free Workplace Program (“DFW”) went into effect July 1, 1999. DFW is funded by employer contributions and reimbursements from Ironworker-Management Progressive Action Cooperative Trust (“IMPACT”) and was developed to:

- promote and protect the health and safety of Northwest Ironworkers and others who come into contact with the workplace(s) and property, and/or use its products and services;
- increase safety by keeping your co-workers drug and/or alcohol free;
- improve productivity by eliminating absences and mistakes due to drugs, alcohol and other impairing substances;
- keep valuable employees instead of losing them to drug and/or alcohol problems;
- provide and help pay for the services and procedures needed to detect alcohol, drug, or other substance abuse; and
- provide employee assistance and referral for counseling and/or medical treatment through the Northwest Ironworkers Health and Security Plan.

## 2. WHAT IS THE DFW ID CARD?

The DFW ID Card is issued after you first pass the required drug and alcohol test with a Negative Test Result. Once you are issued the DFW ID Card, it remains valid for subsequent Negative Test Results, and a new card will not be issued. The card will have your name and ID number. You are required to have a current and valid DFW ID Card in order to be dispatched to work. Carry your DFW ID Card with you while on the job.

The DFW ID Card becomes invalid if you have a subsequent Positive Test Result, or if it has been 12 months since you last passed the DFW drug and alcohol test. Employers must check the IMPACT web site to verify the DFW ID Card remains valid.

## 3. HOW OFTEN WILL I BE TESTED?

You are tested at initial entry into the DFW program. After entry, you are tested at least annually, but you may be selected an unlimited number of times each year through Systematic Computer Selected Testing. Your employer may also request that you be tested if you have not been tested in the prior six-month period, or if there is reasonable cause, or if the job has special requirements.

## 4. WHAT WILL I BE TESTED FOR?

You will be tested for both DRUGS and ALCOHOL. **Use of alcoholic beverages within 12 hours of testing may result in a Positive Test Result (Failure).** Prohibited Substances are listed in the Program document. The substances listed are prohibited regardless of whether the substance is legal or illegal. Marijuana is expressly prohibited even if its medicinal or recreational use is authorized under state law.

**YOU ARE TESTED FOR BOTH DRUGS AND ALCOHOL  
REGARDLESS OF WHETHER THE SUBSTANCE IS LEGAL OR  
ILLEGAL.**

## 5. HOW DO I TEST FOR DFW?

There are three types of testing:

- **Pre-Employment Testing:** Applicants, such as new permits or apprentices, must submit to pre-employment testing. Applicants are sent for testing by the local union, employer or apprenticeship office.
- **Systematic Computer Selected Testing:** Computer selected testing includes random, annual testing, and accelerated testing for return to work following a Positive Test Result. The DFW Office initiates Systematic Computer Selected Testing by notifying your employer, local union, or apprenticeship office that you must immediately report for testing. Your employer, local union, or apprenticeship office has a representative who is designated to receive the notice from DFW, and will give you the notice. In some instances, such as if you are not working, the DFW Office will send the notice directly to you. You must test within 24 hours of receiving the notice to test. You should not take time off from work to test, unless authorized by your employer.
- **Reasonable Cause Testing:** Reasonable Cause Testing includes both reasonable suspicion testing and post-accident testing. Your employer initiates reasonable cause testing with the DFW Collection Facility. Your employer should transport you to the Collection Facility. Your employer should also provide the necessary information to the Collection Facility. Unless medical attention is required as the result of an accident, you must report to a Collection Facility immediately. If medical attention is required, you must report within two hours of receiving treatment. If a Collection Facility is not open because it is after hours, you must report by 9:00 a.m. the next business day.

**6. CAN I TAKE TIME OFF FROM WORK TO TEST?**

No, you should not take time off from work to test, unless authorized by your employer (such as for reasonable cause testing). You should report to the DFW Collection Facility after your work shift or before starting work.

**7. WHERE DO I TEST?**

Test at any authorized DFW Collection Facility. Collection Facility locations change. **Verify your site is a DFW Collection Facility before testing.** A list of Collection Facilities is provided with each test notice. The current list of Collection Facilities can also be found on the DFW website or at the local union office. Contact the DFW Office at 1-877-213-8630 if you are not sure where to test.

**8. HOW WILL THE COLLECTION FACILITY KNOW WHO I AM?**

When you go to a Collection Facility say you are testing for “PACIFIC NORTHWEST IRONWORKERS.” **DO NOT give your employer’s (company’s) name.** You are not required to pay for the collection process. Take a photo ID with you. Improper identification may delay the collection process and the test results.

**9. WHAT IF MY EMPLOYER NEEDS PROOF THAT I REPORTED FOR TESTING?**

When you test, the Collection Facility will give you a copy of a Custody and Control form. You may show this form to your employer or job supervisor as proof that you tested for DFW.



**10. I PASSED THE TEST (NEGATIVE TEST RESULT) - NOW WHAT?**

If this is the first time you tested for DFW, you will be issued a DFW ID Card upon verification of a Negative Test Result. If you already have a DFW ID Card, it remains valid if you have a Negative Test Result, and a new card will not be issued. Your employer must check the IMPACT web site to verify your DFW ID Card is valid. If eligible, you will also receive a \$40.00 Wellness Check upon verification of the Negative Test Result. You will be in the pool for future Systematic Computer Selected Testing.

**11. WHAT IF I FAIL THE TEST (POSITIVE TEST RESULT) FOR A PROHIBITED SUBSTANCE (OTHER THAN ALCOHOL)?**

If you have a Positive Test Result for a prohibited substance (other than alcohol) the test laboratory notifies DFW and the Medical Review Officer (“MRO”). DFW will then send a written notice advising you to contact the MRO as soon as possible, and in any case within 48 hours. This written notice may be directed through the designated representative of your employer, local union, or apprenticeship office. In some instances, DFW will send the notice directly to you.

**12. WHAT IS THE MRO?**

The MRO is a licensed physician that the Trust has contracted with to receive laboratory test results. You must contact the MRO if you have a Positive Test Result. The MRO will interpret and evaluate the test result based on your medical history and any relevant biomedical information. The MRO is responsible for confirming your test result to DFW as Positive or Negative depending on the information provided at the time of the interview.

**13. WHAT IF I HAVE A MEDICAL CONDITION REQUIRING PRESCRIPTION MEDICATION AND I TEST POSITIVE?**

If you have a Positive Test Result, you will be notified to contact the MRO. You must contact the MRO. Make sure you have your prescription information with you when you contact the MRO. The MRO will discuss your medical condition and medication, and make a final determination as to the test result. Based upon the information provided, the MRO will confirm to DFW whether the test result was Positive or Negative.

If confirmed Negative (Pass) by the MRO, your DFW ID Card remains valid, and if you are eligible, you will receive a Wellness Check.

If confirmed Positive (Fail) by the MRO, the DFW Office will notify your current employer and local union. You will be sent a written notification requiring you to contact the EAP concerning your Positive Test Result and you are subject to the applicable rehabilitation periods.

**14. WHAT IF I DON'T CONTACT THE MRO?**

You must contact the MRO within 48 hours of receiving notice to contact the MRO. If you do not timely contact the MRO, then the MRO will confirm the test as a Positive Test Result to DFW. Anyone who fails to contact the MRO is referred by DFW to the EAP.

**15. WHAT IF I TEST POSITIVE FOR ALCOHOL OR HAVE AN INVALID OR ADULTERATED SPECIMEN?**

**YOU WILL BE TESTED FOR ALCOHOL.** If you test positive for alcohol, the test laboratory will confirm a Positive Test Result directly to DFW.

If you have a repeat invalid (such as a very dilute) specimen or an adulterated specimen, it is also considered a Positive Test Result, and the test laboratory will confirm it as positive directly to DFW.

A Positive Test Result for alcohol, repeat invalid, or an adulterated specimen is not subject to review by the MRO. DFW will send you a notice to contact the EAP after receiving the Positive Test Result from the test laboratory.

**16. THE MRO OR TEST LABORATORY CONFIRMED MY TEST WAS POSITIVE – NOW WHAT?**

If the MRO or test laboratory confirms to DFW that your test was Positive (Fail), your DFW ID Card becomes invalid. You are considered out of compliance with DFW. The DFW Office will notify your current employer and local union. You will be mailed written notification requiring you to contact the Employee Assistance Program. You will not be eligible to work until you are reinstated in DFW.

**17. I HAD A POSITIVE TEST RESULT. CAN I RETEST?**

At the time of collection, the Collection Facility splits your urine sample into two parts. One part of the sample is tested. If that test is confirmed as Positive to DFW, then you may request that the second part be independently verified at a laboratory of your choice. You must submit the request for verification in writing to the DFW Office. The request must be received by DFW with a check for the cost of the retest no more than 30 days after the notice of your Positive Test Result. If you do not make a timely request, you are not entitled to have the test verified. The laboratory you select for verification must meet the same certification standards as the DFW test laboratory. The DFW test laboratory will send the split sample to the test laboratory you selected. You must pay the cost of the verification test in advance. DFW will not accept a test on a new urine sample.

**18. HOW DO I GET REINSTATED IN DFW AFTER A POSITIVE TEST RESULT?**

If you have a Positive Test Result, you must contact the EAP for an assessment. You are not eligible for reinstatement in DFW until the EAP issues a return to work release and you complete the rehabilitation period established by the bargaining parties. Additionally, to maintain compliance with DFW, you must continue or complete any education, counseling or treatment that the EAP determined was appropriate. You should contact the DFW Office if you have questions regarding the reinstatement process.

**19. WHAT IS THE EMPLOYEE ASSISTANCE PROGRAM (“EAP”)?**

The EAP provides an assessment following confirmation of a Positive Test Result. The EAP may refer you to education, counseling or rehabilitation. The EAP also provides reports to the DFW office indicating the status of follow-up assessments, education and/or rehabilitation. You will not be reinstated in DFW and you are not eligible to work until the EAP provides a work release and you complete the rehabilitation period established by the bargaining parties.

You must pay the cost of education, counseling or rehabilitation unless it is covered by the Northwest Ironworkers Health and Security Plan, or another insurance plan.

EAP services are also available to participants and their dependents who are eligible for medical benefits from the Northwest Ironworkers Health and Security Plan. The EAP can provide referrals to assist participants and dependents in dealing with drug, alcohol, and other personal or work-related problems. You are encouraged to use these services before problems affect your well-being and job performance.

**20. WHAT IF I DON'T CONTACT THE EAP?**

You will not be reinstated in DFW if you fail to contact the EAP or you do not follow through with the education, counseling or rehabilitation that the EAP determines is appropriate.

**21. WHAT IS A REHABILITATION PERIOD ESTABLISHED BY THE BARGAINING PARTIES?**

If you have a Positive Test Result, you are subject to the following rules, including the applicable rehabilitation periods which were adopted and are enforced by the bargaining parties. You will not be reinstated in DFW until you satisfy the rehabilitation period.

***First Violation:*** In the event of a first Positive Test Result, you will not be eligible to work for a rehabilitation period of at least 30 days. Prior to rehire, you must be evaluated by the EAP, and you must participate in education, counseling or rehabilitation which is determined appropriate by the EAP. Upon return to work, you will be subject to a minimum of four (4) accelerated tests for a period of one year as a condition of further employment. Frequency of the accelerated testing is determined by the EAP.

***Second Violation:*** In the event of a second Positive Test Result you will not be eligible to work for a rehabilitation period of at least 90 days. Prior to rehire, you must be evaluated by the EAP, and you must participate in education, counseling or rehabilitation which is determined appropriate by the EAP. Upon return to work, you will be subject to a minimum of four (4) accelerated tests for a period of one year as a condition of further employment. Frequency of the accelerated testing is determined by the EAP.

***Third Violation:*** In the event of a third Positive Test Result, you will not be eligible to work for a rehabilitation period of at least one year. Prior to rehire, you must be evaluated by the EAP, and you must satisfactorily complete education, counseling, or rehabilitation which is determined appropriate by the EAP.

Upon return to work, you will be subject to a minimum of four (4) accelerated tests for a period of one year as a condition of further employment. Frequency of the accelerated testing is determined by the EAP.

***More Than Three Violations:*** In the event you have more than three Positive Test Results, there is an additional one-year suspension period per violation in addition to the rehabilitation periods listed above.

***Reversion of Violation Status:*** Your violation status will revert back to a first violation following 36 months with a Negative Test Result during which you are continually participating in the DFW Program. Any sale and or distribution of a prohibited substance on company or job site premises or property is grounds for immediate termination.

***Violation by Applicants and Probationary Covered Employees:*** If you are a probationary employee or applicant and you have a first Positive Test Result you will be terminated and not eligible for rehire until you have been evaluated by the EAP (or by a state-certified EAP) and complete education, counseling, or rehabilitation program which is determined appropriate by the EAP. These requirements are in addition to any requirements that may be imposed by the applicable apprenticeship trust or its JATC.

***Return to Work:*** You must have a Negative Test Result and obtain a work release from the EAP before returning to work.

## **22. WHAT IF I REFUSE TO TAKE A TEST?**

Testing is mandatory. If you refuse to test you are subject to immediate termination and your DFW ID Card immediately becomes invalid. Refusal to test is considered a Positive Test Result, and you will not be eligible for work for the applicable rehabilitation period. You can only return to work after obtaining a release from the EAP and providing a Negative Test Result.

“Refusal to Test” may include, but is not limited to:

- refusing to participate in testing (initial entry into DFW, computer selected testing, or return to work tests established by the EAP);
- failing to contact the MRO or EAP within the time period allowed;
- refusing to participate in or failure to follow education, counseling, or rehabilitation that the EAP determines is appropriate;
- failing to test within the designated time period;
- tampering with or adulterating specimens;
- failing to remain at the Collection Facility to provide a valid specimen;
- refusing to sign or falsifying information on the Custody and Control form; or
- engaging in conduct that clearly obstructs the testing process.

**23. I CHANGED EMPLOYERS. DO I HAVE TO TAKE ANOTHER TEST?**

Your DFW ID Card is valid unless you have a Positive Test Result or it has been 12 months since you last passed the DFW drug and alcohol test. However, your employer or the General Contractor may request that you retest sooner if your DFW ID Card is more than six months old, or if the job has special requirements.

Have your employer contact the DFW office to advise that a more current test is required. DFW will make every effort to have you test under DFW. You will not be issued a DFW ID Card or Wellness Check for tests taken at the employer or General Contractor’s request or through the employer or General Contractor’s test program.

**24. MY EMPLOYER WON'T ACCEPT THE DFW ID CARD AND SAYS I HAVE TO TEST - WHAT DO I DO?**

Your employer (or the General Contractor) may request that you retest if your DFW ID Card is more than six months old, or if the job has special requirements.

Have your employer contact the DFW office to advise that a more current test is required. DFW will make every effort to have you test under DFW. You will not be issued a DFW ID Card or Wellness Check for tests taken at the employer or General Contractor's request or through the employer or General Contractor's test program.

**25. DO I NEED TO TEST IF I AM NOT WORKING WHEN I RECEIVE A SYSTEMATIC COMPUTER SELECTED TESTING NOTICE?**

If you are not working (on the out of work list), or working out of the area, and you receive a notice to test, you are not required to test until you return to work. Contact DFW prior to reporting to a DFW Collection Facility. Your DFW ID Card will be invalid until DFW receives your Negative Test Result.

**26. DO I NEED TO TEST IF I AM ON VACATION WHEN I RECEIVE NOTICE OF SYSTEMATIC COMPUTER SELECTED TESTING?**

If you are notified to test while on vacation, you are not required to test until you return to work. Contact DFW upon your return from vacation, report to a DFW Collection Facility and test. Your DFW ID Card will be invalid until the DFW office receives your Negative Test Result.



**27. I'VE BEEN OFF WORK AND MY DFW ID CARD IS NO LONGER VALID. WHAT DO I DO?**

The DFW ID Card becomes invalid if you have a subsequent Positive Test Result, or if it has been 12 months since you last passed the DFW drug and alcohol test. If your card is no longer valid because it has been one year since your last test, you need to test at an authorized DFW Collection Facility. Call the DFW office to say you are working or waiting to be dispatched and you need to test. **WITHIN 24 HOURS OF CONTACTING THE DFW OFFICE** you need to report to an approved DFW Collection Facility.

**28. WHAT IF I AM IN APPRENTICESHIP SCHOOL AND TEST POSITIVE?**

If you are notified to test while attending apprenticeship training classes you must report for testing within 24 hours following the same guidelines as if you were working for an employer. If you have a Positive Test Result, you will need to call the MRO and, if necessary, contact the EAP and follow the EAP's recommendations in order to remain in compliance with DFW. Please note that probationary period apprentices with a confirmed Positive Test Result may be cited before the applicable JATC under its own procedures.

**29. CAN I TEST ON MY OWN?**

Unauthorized tests are not accepted. If you test without authorization from DFW, or retest following a Positive Test Result without prior approval from either the DFW office or the EAP, the test results will not be accepted. The cost of the unauthorized test will be deducted from your next Wellness Check.

If you have a Positive Test Result, you may submit a written request to have the split specimen verified by a test laboratory of your choice, as discussed above.

**30. WHAT IS A WELLNESS CHECK AND WHEN DO I RECEIVE IT?**

A Wellness Check is provided to reimburse expenses incurred for testing. The amount is determined by the Board of Trustees from time to time. The current amount is \$40.

You may not be eligible for a Wellness Check if:

- you are a first-time applicant, apprentice-applicant, or new permit;
- your employer tests you on company time, at the employer's collection site and expense, or through the employer's testing program;
- the test is a For-Cause or Post-Accident Test;
- the test is not authorized, such as a second test without DFW or EAP authorization (the cost of the unauthorized test will be deducted from your next available Wellness Check);
- the test result is Positive, inconclusive, invalid or adulterated; or
- the test is a follow-up to the EAP assessment or an accelerated test as a condition of employment.

**31. I TESTED BUT I NEVER RECEIVED MY DFW ID CARD - SHOULD I RETEST?**

**DO NOT RETEST.** If you were previously issued a DFW ID Card and you subsequently test Negative, a new card is not issued. The DFW ID Card previously issued remains valid for subsequent Negative tests. Your employer must check the IMPACT web site to ensure your DFW ID Card remains valid.

If this was your first time testing and you do not receive your DFW ID Card within 10 working days from when you tested, you should contact the DFW Office. You will need your Custody and Control form showing the location, date, and specimen ID number.

Reasons you may not have received your DFW ID Card:

- you tested Positive;
- you tested for your employer or through your employer's testing program;
- you tested at a site not approved by DFW;
- the Custody and Control Form was incomplete and processing of the specimen was delayed or rejected;
- the specimen was tampered with or adulterated and thereby rejected, or you did not provide a valid specimen;
- your DFW ID Card was mailed to you, but it was returned because your address is incorrect; or
- you tested Negative, so a previously issued DFW ID Card remains valid.

NOTE: Test results are received by the DFW Office when you test at an authorized DFW Collection Facility AND identify yourself as testing for "Pacific NW Ironworkers." You will not be issued a DFW ID Card or Wellness Check for tests required by the employer, taken at the employer's request, or through the employer's test program.

### **32. WHAT IF I LOSE MY DFW ID CARD?**

Contact the DFW office if your card is lost or stolen. A replacement card will cost \$10.00. The fee will be deducted from your next Wellness Check or you can send your check or money order for \$10.00 payable to DFW at PO Box 86, Gladstone, OR 97027. We can fax or email a copy of your DFW ID Card if you need your card before you have your new one. Your employer should check the IMPACT website to verify the DFW ID Card remains valid.

**33. CAN I APPEAL THE TEST RESULTS AND/OR TESTING PROCESS?**

Yes. The Board of Trustees for the Health & Security Trust will review issues related to the DFW Program Document. You must follow the appeal procedures in the Program Document, including filing a written request for review with the DFW Office within 60 days of the action or issue being appealed.

The appeal procedures do not apply to any issue or request for review related to the Policy adopted by the bargaining parties, or that is susceptible to resolution under, or otherwise subject to, the dispute resolution provisions of the applicable bargaining agreement. Issues governed by the Policy (such as rehabilitation periods) must be referred for review by the parties to that document.

**NORTHWEST IRONWORKERS  
HEALTH AND SECURITY FUND  
DRUG FREE WORKPLACE PROGRAM DOCUMENT**

**Restated Effective September 1, 2018**

The Northwest Ironworkers Health and Security Fund Drug Free Workplace Program (DFW) was created to provide and pay for the services and procedures needed to detect alcohol, drug or other substance abuse under the Drug Free Workplace Policy between the Ironworkers District Council of the Pacific Northwest and its affiliated Local Unions #14, 29, and 86, and the Northwest Ironworkers Employers Association, Inc., and the Missoula Construction Council and its affiliated employers, to provide employee assistance and referral for counseling and/or medical treatment, including counseling and/or medical treatment for which benefits are provided under the Northwest Ironworkers Health and Security Plan; and to promote and protect the health and safety of Northwest Ironworkers Health and Security Trust participants.

This Program Document was originally effective July 1, 1999, and restated effective December 1, 2001, January 1, 2006, July 1, 2007, January 1, 2011, and September 1, 2018.

**ARTICLE I-DEFINITIONS**

- 1.1**     **Board of Trustees or Trustees** means the Board of Trustees of the Northwest Ironworkers Health and Security Fund.
- 1.2**     **Chain of Custody** means procedures to account for the integrity of each urine specimen from collection to final disposition of the specimen.
- 1.3**     **Collection Facility** means a facility under contract with the Test Laboratory where the Covered Employee reports for testing.
- 1.4**     **Collective Bargaining Agreement** means the Master Labor Agreement between the Northwest Ironworkers Employers Association, Inc. and the Iron Workers District Council of the Pacific Northwest, Inc. and any other labor agreement between the Ironworkers District Council of the Pacific Northwest and any other Employer Association, and/or any special or

compliance agreement between an Individual Employer and the Ironworkers International, the Ironworkers District Council of the Pacific Northwest or any Ironworkers Local in which the Employer agrees to be bound by the Master Labor Agreement, including any and all extensions, modifications, or renewals thereof which provide for the making of contributions to the Trust Fund.

**1.5 Covered Employee** means the following individuals:

- 1.5.1 ***Bargaining Unit Employees.*** Those individuals whose employers are signatory to a Collective Bargaining Agreement requiring contributions to the Trust Fund on behalf of the employee.
- 1.5.2 ***Associate Employees.*** Those individuals participating as “Associate Employees” under the Policy Regarding Associate Employees adopted by the Trustees, provided that employees of an Individual Employer (other than the Union or the Pacific Northwest Ironworkers & Employers Apprenticeship and Training Trust) are only Covered Employees if they perform work of the type covered by the Collective Bargaining Agreement. Associate Employees are only covered to the extent the Individual Employer utilizes the Program Document (and the Policy enforcement provisions, if adopted by the Individual Employer) for testing its Associate Employees.
- 1.5.3 ***Applicants.*** All entry level apprentices, pre-apprentices, other entry level persons, and new permits accepted for work in the jurisdiction of the Ironworkers District Council and under a Collective Bargaining Agreement. Ironworkers from other jurisdictions (i.e., boomers) are classified as Applicants until receipt of a Negative Test Result.
- 1.5.4 ***Nonbargaining Employees/Employers.*** Employees and owners of an Individual Employer who do not participate in the Trust Fund as Associates, but who perform work of the type covered by a Collective

Bargaining Agreement. Testing for Nonbargaining Employees/Employers is funded by the Individual Employer paying the cost of the test directly to DFW. Nonbargaining employees are only covered to the extent the Individual Employer utilizes the Program Document (and the Policy enforcement provisions, if adopted by the Individual Employer) for testing such employees.

- 1.6** **DFW ID Card** means a card issued to Covered Employees who have a Negative Test Result. The DFW ID Card contains the Covered Employee's name and ID number. Once a Covered Employee is issued a DFW ID Card, it remains valid for subsequent Negative Test Results. Individual Employers must check the IMPACT website to ensure the DFW ID Card is valid. A DFW ID Card becomes invalid if there is a Positive Test Result, or if it has been 12 months since the last Negative Test Result, or if the Covered Employee does not respond to a Test Notice. An Individual Employer has the right to request, through the DFW Office, that a Covered Employee be retested if the employee has not been tested in the prior six month period or a job has special requirements. Lost or stolen cards are subject to a reissue fee.
- 1.7** **Employee Assistance Program ("EAP")** means a service provider with whom the Trust contracts to provide confidential assessment of Covered Employees who have a Positive Test Result, including a repeat invalid (including very dilute) specimen, adulterated specimen, or refusal to test. The EAP recommends appropriate education, counseling or rehabilitation. The current EAP is listed at the front of this Program Document.
- 1.8** **IMPACT** means the Ironworker-Management Progressive Action Cooperative Trust which maintains a national verification system for employers to verify that an employee has a valid drug test.
- 1.9** **Individual Employer** means an "Individual Employer" as defined by the Trust Agreement.

- 1.10** **Medical Review Officer (“MRO”)** means a licensed physician, or an entity employing a licensed physician, with whom the Trust contracts to receive laboratory test results. The MRO has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s Positive Test Result together with his medical history and any other relevant biomedical information. The current MRO is listed in the front of this Program Document.
- 1.11** **Policy** means the Drug Free Workplace Policy between the Ironworkers District Council of the Pacific Northwest and its affiliated local unions 14, 29, and 86, the Northwest Ironworkers Employers Association, Inc., and the Missoula Construction Council, or any Individual Employer.
- 1.12** **Program or DFW** mean the Drug Free Workplace Program administered by the Board of Trustees. The term “DFW Office” means the Program Manager or the office maintained by the Program Manager to provide contract administrative services.
- 1.13** **Program Manager** means a third party contract administrator retained by the Board of Trustees to perform day to day operations of DFW related to administration, as directed by the Trustees. The current Program Manager is listed at the front of this Program Document.
- 1.14** **Prohibited Substances** means any form of alcohol and/or other intoxicating substance, narcotic plant, or similar substance, whether legal or illegal. The use of marijuana, which is a Schedule I controlled substance under federal law (Controlled Substances Act, 21 USC §812), is expressly a Prohibited Substance even if its medicinal or recreational use is authorized under state law.

The Prohibited Substances and screening levels for initial testing, pre-employment testing, and systematic computer selected testing are as follows:



<b><u>Prohibited Substance</u></b>	<b><u>Initial Test Level</u></b>	<b><u>Confirmatory Test Level</u></b>
<b>Ethanol (Alcohol)</b> (Immunoassay Test only)	0.02 %	0.01 %
<b>Amphetamine/Methamphetamine</b>	500 ng/mL	
Amphetamine		250 ng/mL
Methamphetamine		250 ng/mL
<b>Cocaine Metabolite</b>	150 ng/ml	
Benzoylecgonine		100 ng/mL
<b>MDMA/MDA</b>	500 ng/mL	
MDMA		250 ng/mL
MDA		250 ng/mL
<b>6-Acetylmorphine</b>	10 ng/mL	
6-Acetylmorphine		10 ng/mL
<b>Morphine/Hydrocodone</b>	300 ng/mL	
Codeine		2,000 ng/mL
Morphine		2,000 ng/mL
Hydrocodone		100 ng/mL
Norhydrocodone		100 ng/mL
Hydromorphone		100 ng/mL
<b>Oxycodone/Oxymorphone</b>	100 ng/mL	
Oxycodone		100 ng/mL
Oxymorphone		100 ng/mL
<b>PCP</b>	25 ng/mL	
PCP		25 ng/mL
<b>Marijuana Metabolites</b>	50 ng/mL	
THCA		15 ng/mL

The Prohibited Substances and screening levels of for cause testing and post-accident testing are as follows:

<u>Prohibited Substance</u>	<u>Initial Test Level</u>	<u>Confirmatory Test Level</u>
Ethanol (Alcohol)	0.02 %	0.01 %
Amphetamine/Methamphetamine	500 ng/mL	250 ng/mL
MDMA, MDA	500 ng/mL	250 ng/mL
Barbiturates	200 ng/mL	200 ng/mL
Benzodiazepine	200 ng/mL	100 ng/mL
Marijuana Metabolites	50 ng/mL	15 ng/mL
Cocaine Metabolites	150 ng/mL	100 ng/mL
Methadone	300 ng/mL	150 ng/mL
Methaqualone	300 ng/mL	300 ng/mL
Opiates	2000 ng/mL	2000 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	150 ng/mL
Oxycodone/Oxymorphone	300 ng/mL	150 ng/mL

**1.15 Systematic Computer Selected Testing** means computer selected testing as required under the Policy, which includes random sample testing, annual testing for Covered Employees whose DFW ID Card is becoming out of date, testing if a Covered Employee lacks a DFW ID Card, and accelerated testing when a Covered Employee returns to work following a Positive Test Result. An Individual Employer has the right to request, through the DFW Office, that a Covered Employee be retested if the Covered Employee has not been tested in the prior six-month period or the job has special requirements.

**1.16 Test** means an analysis administered on a specimen sample to determine the presence or absence of a Prohibited Substance within the sample. The following tests are used:

1.16.1 ***Immunoassay Test.*** An initial screening test used to eliminate Negative Test Results from further testing.

1.16.2 ***Gas Chromatography/Mass Spectrometry (“GC/MS”) Test.*** A test which is a second analytical procedure used on samples which test positive on the screening test. The test is used to identify the presence of a

specific drug or drug metabolite which is independent of the initial screening test and which uses a different technique and chemical principle from the initial screening test in order to ensure reliability and accuracy.

1.16.3 ***Breath Alcohol Test.*** A screening test used to identify the presence of alcohol for reasonable suspicion or post-accident testing. An approved evidential breath testing device (EBT) shall be used by a trained Breath Alcohol Technician (BAT) to administer a breath alcohol test to identify the presence of alcohol when required.

1.17 **Test Laboratory** means a U. S. Department of Health and Human Services (DHHS)-SAMHSA certified medical facility which has a contract with the Board of Trustees to perform drug testing. The current Test Laboratory is listed in the front of this Program Document.

1.18 **Test Result** means either:

1.17.1 ***Negative Test Result.*** Test levels of a Prohibited Substance which are recognized as negative by the Federal Department of Transportation. The negative test levels are those below the test level indicated under “Prohibited Substances.”

1.17.2 ***Positive Test Result.*** Test levels of a Prohibited Substance, on both the screening test and the confirmatory test, which are recognized as positive by the Federal Department of Transportation. The positive test levels are indicated under “Prohibited Substances.” A repeat invalid (including very dilute) specimen, adulterated specimen, or refusal to test are also considered a Positive Test Result.

1.19 **Trust Fund** or Trust means the Northwest Ironworkers Health and Security Fund.

1.20 **Wellness Check** means a check provided to Bargaining Unit Employees and Associates as reimbursement for expenses incurred for testing. The amount of the check is determined by the Board of Trustees from time to time. The current amount is \$40.

## **ARTICLE II—TESTING PROCEDURES**

2.1 **Procedures.** The procedures described in this Article will be used in testing Covered Employees.

### **2.2 Referral of Covered Employees for Testing.**

2.2.1 ***Pre-Employment.*** The Individual Employer or the Union must notify an Applicant and the DFW Office of the need for pre-employment testing. Apprentice Applicants may be referred by the Pacific Northwest Ironworkers and Employers Apprenticeship and Training Trust. Applicants are not eligible for a Wellness Check.

2.2.2 ***Systematic Computer Selected Testing.*** The DFW Office schedules Covered Employees for systematic computer selected testing. The DFW Office notifies the Individual Employer and Union of the Covered Employees to be tested. The Program Manager may notify the apprenticeship trust of apprentices to be tested. The Individual Employer, Union or apprentice office must immediately notify the Covered Employee to report to the Collection Facility. If the Covered Employee is not working, (or there is no response notification from the Individual Employer or Union indicating the Covered Employee received the notice to test), the DFW Office may mail a notice to test directly to the Covered Employee. Covered Employees must present themselves to a Collection Facility for testing within 24 hours of receiving the notice to test provided that if a Covered Employee's name is drawn while the Covered Employee is unemployed, on the out of work list, on vacation, or working out of the jurisdiction, then: the Covered Employee must contact the DFW Office

within 30 days of the date of the notice to test: the Covered Employee's DFW ID Card immediately becomes invalid until a Negative Test Result is received by the DFW Office; and the Covered Employee will be required to test prior to returning to employment in the area.

2.2.3 ***Reasonable Suspicion Testing.*** An Individual Employer must initiate reasonable suspicion testing with the Collection Facility. The Individual Employer may contact the DFW Office for assistance in finding the nearest Collection Facility. If a Collection Facility is available, the Individual Employer should transport the Covered Employee to the Collection Facility so that the test can be performed immediately. If a Collection Facility is not available because it is after hours, the Covered Employee must report for testing no later than 9:00 a.m. on the next business day. The Individual Employer should provide the DFW account information to the Collection Facility. The Individual Employer should request that the Collection Facility run a Breath Alcohol test in addition to the urine test. The Individual Employer should also notify the DFW Office of the test and provide a copy of the Reasonable Suspicion Testing Report in order that the DFW Office can provide the Individual Employer with the test result. If the Covered Employee does not cooperate or test as instructed, the Individual Employer should notify the DFW Office and it is treated as a Positive Test Result.

2.2.4 ***Post-Accident Testing.*** An Individual Employer must initiate post-accident testing with the Collection Facility. The Individual Employer may contact the DFW Office for assistance in finding the nearest Collection Facility. If no medical treatment is required, the Covered Employee must immediately report to a Collection Facility. If medical treatment is required, the Covered Employee must report for testing within two (2) hours of receiving medical treatment. If a Collection Facility is not available because it is after hours, the Covered Employee must report for testing no later than

9:00 a.m. on the next business day. The Individual Employer should provide the DFW account information to the Collection Facility. The Individual Employer should request that the Collection Facility run a Breath Alcohol test in addition to the urine test. The Individual Employer should also notify the DFW Office of the test and provide a copy of the Post-Accident Testing Report in order that the DFW Office can provide the Individual Employer with the test result. If the Covered Employee does not cooperate or test as instructed, the Individual Employer should notify the DFW Office and it is treated as a Positive Test Result.

**2.3 Testing.** Testing of Covered Employees is performed by the Test Laboratory.

2.3.1 ***Federal Guidelines.*** Drug testing and Custody and Control Forms will be conducted in accordance with recommended procedures established by the Federal Department of Transportation. The cutoff value will change automatically upon a change by that agency for those substances addressed by federal guidelines.

2.3.2 ***Collection.*** Urine samples will be provided in an unobserved manner.

2.3.3 ***Custody and Control.*** A urine sample will be identified with the name of the Covered Employee donor immediately upon collection of the sample. The urine sample will be split at the time of collection. One portion of the split sample will be tested, and one portion of the split sample will be available to verify the Test Result. Custody and Control records will be documented for all samples. Negative samples will be kept secure and chemically stable by the Test Laboratory for a period of not less than 24 hours. Positive samples will be kept secure and chemically stable by the Test Laboratory for a period of not less than one (1) year.

2.3.4 ***Invalid Specimen.*** If a specimen is found to be invalid for testing by the Collection Facility, the Covered

Employee will be asked to return to the Collection Facility for a second urine specimen within 24 hours. Invalid specimens include very dilute specimens where the specific gravity is less than 1.003 or the creatinine is less than 20 mg/dl. Very dilute specimens may be the result of too much consumption of water or other fluids, or the possible taking of a diuretic.

The cost of the second test following an invalid test will be covered by the Program for Bargaining Unit Employees, Associates, and Applicants. If the second specimen is either invalid or a Positive Test Result, it will be considered as a Positive Test Result.

2.3.5 ***Adulterated Specimen.*** If a specimen shows any evidence of probable adulteration it will be considered a Positive Test Result and the Covered Employee is subject to immediate termination under the Policy.

2.3.6 ***Return to Work.*** Following the test, the Covered Employee will return to work until notified of the results. The Covered Employee will receive a copy of the Custody and Control Form, to show to the employer as verification that the Covered Employee reported for the drug test.

2.4 **Negative Test Result.** If a Covered Employee has a Negative Test Result the Covered Employee will be issued a DFW ID Card. Once issued, the DFW ID Card remains valid for subsequent Negative Test Results. Under the Policy, a Covered Employee with a Negative Test Result may continue working.

2.5 **Positive Test Result.** If a Covered Employee has a Positive Test Result for a Prohibited Substance, or as the result of a repeat invalid or adulterated specimen, the following procedures will be taken.

2.5.1 ***Notice to Contact MRO.*** If a Covered Employee has a Positive Test Result for a Prohibited Substance (other than alcohol, repeat invalid or adulterated specimen), the Test Laboratory will notify the Program Manager and

MRO. The Program Manager will then forward a confidential written notice to the Covered Employee, which will be directed through the designated representative of the Covered Employee's employer, union, or apprenticeship office. If the Covered Employee is not working or there is no response notification from the employer or Union indicating that the Covered Employee received the notice, the Program Manager may mail a notice directly to the Covered Employee. The written notice will advise the Covered Employee to contact the MRO as soon as possible and in any case within 48 hours.

A Positive Test Result for alcohol, repeat invalid (including very dilute) or adulterated specimen is confirmed by the Test Laboratory directly to the Program Manager, and is not subject to review by the MRO.

- 2.5.2 ***MRO Confirmation of Test Result.*** When the Covered Employee contacts the MRO for a Positive Test Result of a Prohibited Substance (other than alcohol), the MRO will review the information provided at the time of specimen collection and discuss whether the Positive Test Result may have been caused by a reason other than a Prohibited Substance. The test will be confirmed to the Program Manager as a Positive Test Result only if, having reviewed all available information, the MRO concludes that there is no other legitimate medical or other reason for the Positive Test Result.
- 2.5.3 ***Failure to Contact MRO.*** If the Covered Employee fails to contact the MRO within 48 hours, the MRO will consider the Test Result to be a Positive Test Result.
- 2.5.4 ***Notice to Employee.*** In the case of alcohol, repeat dilute, or adulterated specimen, the Test Laboratory will report a Positive Test Result to the Program Manager. In the case of Prohibited Substances other than alcohol, the MRO will report a confirmed Positive Test Result to the Program Manager. The Program Manager will send



written notification to the employer, or union, or apprenticeship designated representative, as applicable, of the Positive Test Result and that the DFW ID Card is no longer valid. The employer or Union will give the written notification to the Covered Employee as soon as possible, and preferably on the same day that notice is received; utilize the written standard form of information which provides notice of the result, consequences and options available to the Covered Employee; and make certain that the notification is given to the Covered Employee in privacy and/or at a reasonable break in the work day, such as lunch and/or after work. The Program Manager may also send written notification of the Positive Test Result to the Covered Employee's address on record.

- 2.5.5 ***Request to Test.*** Upon written request to the Program Manager, any Covered Employee with a Positive Test Result has the right to have the split urine sample independently examined by a laboratory of his choice at his expense. The request must be received by the Program Manager, with a check for the applicable cost of the test, within 30 days of the date of the notice of the Positive Test Result or the Covered Employee waives any right to have the split urine sample tested. The laboratory selected must meet the same certification as the Test Laboratory.
- 2.5.6 ***Referral to EAP.*** In the case of a Positive Test Result, the DFW ID Card becomes invalid. The Program Manager will refer the Covered Employee to the Trust's EAP for education, counseling or rehabilitation. Under the Policy, the Covered Employee is required to remain off work and remain ineligible for rehire, until completion of a rehabilitation period under the Policy and completion of education, counseling or rehabilitation which is determined appropriate by the EAP.

Under the Policy, a Covered Employee who has been terminated from work because of a Positive Test Result and completes the rehabilitation period in the Policy,

may resume working or be eligible for rehire only if the Covered Employee has a work release from the Trust's EAP. If the Covered Employee returns to the out of work list or is referred from the out of work list, the Covered Employee must also have a return to work release. The Covered Employee is not eligible for a Wellness Check for the return to work test, or for accelerated testing or any follow up drug screens that the EAP determined were appropriate.

2.5.7 ***Accelerated Tests.*** A Covered Employee is subject to a minimum of four (4) accelerated tests for a period of one year following return to work after a Positive Test Result.

2.6 **Covered Expenses.** The Program pays the cost of testing for Bargaining Unit Employees, Associate Employees, and Applicants. The cost of testing for Nonbargaining Employees and Employers who do not participate in the Trust Fund as Associate Employees is paid by the Individual Employer.

No Wellness Check will be paid for a reasonable suspicion test, post-accident test, accelerated test following a return to work or EAP mandated test. In addition, no Wellness Check will be paid if the test is a Positive Test, invalid or adulterated. The cost of any unauthorized test will be deducted from a Covered Employee's next Wellness Check. First-time applicants, travelers, or boomers will not receive a Wellness Check when entering DFW for the first time.

2.7 **Confidentiality.** Unless a written release is provided by the Covered Employee, or unless otherwise provided by law, a Positive Test Result will only be made known to: the Covered Employee; the EAP; the MRO; the designated employer representative, the designated union representative, or the designated apprenticeship representative, as applicable; authorized DFW representatives; the Program Manager and its authorized personnel; and Ironworkers-Management Progressive Action Cooperative Trust ("IMPACT") and its designated representatives. Upon written request by the Covered Employee to the Program Manager, the Program Manager will request that

the Test Laboratory make laboratory reports available which concern the Covered Employee's Positive Test Result.

Neither the results of the test nor the fact of notification will be communicated to any person who does not have a bona fide need to know.

The union, Individual Employers and DFW Office will have access to IMPACT's online verification system to verify that workers are in the eligibility pool.

**2.8 Failure to Comply with Policy.** If a Covered Employee refuses to participate in testing or has a Positive Test Result and refuses to seek or complete education, counseling, or rehabilitation that the EAP determined was appropriate, recourse will be under the Policy.

**2.8.1 *Refusal to Participate.*** If a Covered Employee refuses to participate in the testing required by the Policy, such refusal to test will constitute a Positive Test Result and will result in immediate termination and the DFW ID Card becomes immediately invalid. The Covered Employee will be referred to the EAP. Under the Policy, the Covered Employee is required to remain off work and remain ineligible for rehire, until completion of a rehabilitation period and completion of education, counseling or rehabilitation which is determined appropriate by the EAP.

**2.8.2 *Other Testing Programs.*** A Positive Test Result for any employer-sponsored drug-testing program will immediately invalidate the DFW ID Card. Prior to receiving a new DFW ID Card, or returning to work, the Covered Employee must obtain a return to work release from the EAP.

**2.8.3 *Individual Employer's Refusal to Participate.*** If an Individual Employer fails to comply with the Policy, the Policy with that Individual Employer is subject to termination.

**2.9 Participation in IMPACT.** The Trust participates in the Ironworker-Management Progressive Action Cooperative Trust (“IMPACT”). The Union, Individual Employers, and DFW, in lieu of requiring a DFW ID Card, may use the IMPACT verification system to verify that an employee has a valid drug test.

### **ARTICLE III—EMPLOYEE ASSISTANCE PROGRAM**

**3.1 Assessment.** Covered Employees (other than Applicants) who have a Positive Test Result are not eligible for work for the rehabilitation periods stated in the Policy and must have a release from the Trust’s EAP provider prior to resumption of work or eligibility for rehire. (Applicants are subject to withdrawal of a conditional offer of employment.) A Wellness Check will not be issued for a return to work test or for accelerated tests following a return to work.

Covered Employees should consult the Northwest Ironworkers Health and Security Plan documents for details regarding EAP benefits. Only a summary of the EAP benefits is provided in this Program document.

**3.2 Eligibility for Trust Benefits.** EAP benefits are provided under the Northwest Ironworkers Health and Security Plan. Covered Employees who are eligible for benefits as Active Covered Employees under the Northwest Ironworkers Health and Security Plan, are eligible for the EAP benefits. The Covered Employee must be eligible for benefits from that Plan on the date services are provided.

Covered Employees who are not eligible for benefits from the Northwest Ironworkers Health and Security Plan, but require an EAP assessment under the Policy, are responsible for paying the cost of any EAP services.

**3.3 Access to EAP.** EAP services are voluntary. The EAP is accessible by calling its toll-free number listed in the front of this document. Access is provided 24 hours a day, seven days a week.

All Covered Employees who test Positive, including a repeat invalid (including very dilute) specimen, adulterated specimen, or refusal to test, will be referred to the EAP by the Program Manager.

When a Covered Employee calls the EAP, the Covered Employee will be connected to an EAP specialist for evaluation. The EAP specialist may request some general information to confirm eligibility and process claims, including the caller's name, social security number, employer, home and work telephone number, home address, date of birth, and a brief description of the reason for seeking assistance. The EAP specialist may also refer the Covered Employee for a second opinion.

- 3.4 Filing a Claim.** The EAP will submit any necessary claims information on behalf of Covered Employees who are eligible for benefits from the Northwest Ironworkers Health and Security Plan. Individuals who are not eligible for benefits on the date services are provided are responsible for their own costs.
- 3.5 Confidentiality.** EAP records, including medical information, referrals and evaluations, are kept confidential in accordance with federal and state laws. An individual will be requested to provide a release prior to information being provided to the Program Manager, an employer, or union or apprenticeship representative.
- 3.6 Treatment Benefits.** The Northwest Ironworkers Health and Security Plan provides chemical dependency treatment benefits and mental health treatment benefits for covered charges incurred by Covered Employees who are eligible under that Plan. Such benefits are not available under the Employee Assistance Program.

## **ARTICLE IV--GENERAL PROVISIONS**

- 4.1 Construction of Program Document.** The Trustees have the exclusive authority to administer the Program and determine benefit coverage, eligibility, and related matters. The Trustees have the further authority to construe and apply the provisions of this Program, or of their own motions, resolutions and administrative rules and regulations, or instruments or writings that they may have adopted or entered into, and any construction adopted by the Trustees in good faith shall be binding upon the Local Unions, the employers, employees, or beneficiaries.
- 4.2 Funding.** Testing is funded by employer contributions under applicable collective bargaining agreements or special contribution agreements. The Trust also receives funding from IMPACT. Employers pay the cost of testing Nonbargaining Employees who are not Associate Employees.
- 4.3 Amendment.** This Program may be amended at any time by the Board of Trustees, consistent with the provisions of the Trust Agreement of the Trust Fund.
- 4.4 Termination.** The Program is provided on a month-to-month basis to the extent that employer contributions continue to be sufficient to fund the Program. There is no long-range funding or reserve program. The Trustees reserve the right to change the rules or benefits or eliminate the Program entirely as may be required by future circumstances.
- 4.5 Protection of Trust Fund.** No part of the Trust Fund (including contributions) or the benefits payable under the Program will be subject in any manner by a Covered Employee, to anticipation, alienation, sale, transfer, assignment, encumbrance, or charge, and any such attempt shall be null and void. Further, no part of the Trust Fund (including contributions, or the benefits payable under the Program) will be liable for the debts of a Covered Employee, nor be subject in any manner to garnishment, attachment, lien, charge or any other legal process brought by any person against a Covered Employee and any attempt shall be null and void.

**4.6**     **Gender.**     Wherever any words are used in the Program Documents in the masculine gender, they should be construed as though they were also used in the feminine gender in all situations where they would so apply. Wherever any words are used in the singular form, they should be construed as though they were also in the plural form in all situations where they would so apply and vice versa.

## **ARTICLE V--APPEAL PROCEDURES**

**5.1**     **Board of Trustees Appeal Procedures.**     A Covered Employee's request for review of actions taken under the DFW Program, or by the Program Manager or Trustees, and which adversely affected the Covered Employee, or a Covered Employee's request for review of other issues related to the DFW Program which adversely affected the Covered Employee, are referred to as an appeal. A request for review must be made in writing to the Board of Trustees and received at the Program Manager's Office within 60 days after the Covered Employee learns of the action or issue that is being appealed. Failure to file a request for review during that time period will operate as a waiver of and bar to the right to appeal, and the action of the DFW Program, Program Manager, or the Trustees will become final and binding. The request for review should set forth all of the grounds upon which it is based, and include all supporting facts and documents and any other matters which the applicant deems pertinent.

The review will be conducted by the Board of Trustees or by the Appeals Committee of the Board of Trustees which has been allocated the authority for making a final decision regarding the appeal.

The Trustees will review a properly filed appeal at the next regularly scheduled quarterly meeting of the Appeals Committee, unless the request for review is received by the Trustees within thirty (30) days preceding the date of such meeting. In such case, the appeal will be reviewed no later than the date of the second quarterly meeting following the Trustee's receipt of the notice of appeal, unless there are special circumstances requiring a further extension of time, in which

case a determination shall be rendered not later than the third quarterly meeting of the Appeals Committee following the Trustees' receipt of the notice of appeal. If such an extension of time for review is required because of special circumstances, then prior to the commencement of the extension, the Plan shall notify the claimant in writing of the extension, describe the special circumstances and the date as of which the benefit determination will be made.

The Covered Employee may be represented by an attorney or any other representative of his choosing at his own expense.

The claimant will be provided upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim.

The Trustees' review is limited to the documentary evidence presented for review. The claimant must introduce sufficient credible evidence on appeal to establish prima facie, entitlement to the relief from the decision or other action from which the appeal is taken. The claimant shall have the burden of proving his right to relief from the decision or action appealed, by a preponderance of evidence. The Trustees will review all comments, documents, records and other information submitted by the claimant related to the claim. The Trustees will not afford deference to any initial adverse benefit determination.

The Trustees will issue a written decision on review of a claim as soon as possible, but not later than 5 days following the conclusion of the Appeals Committee meeting. In the case of an adverse benefit determination, the written denial will indicate:

- The specific reasons for the adverse determination and a specific reference to pertinent Plan provisions on which the denial is based.
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to the claimant's claim for benefits.



- A statement of the claimant’s right to bring a civil action under ERISA §502(a).
- If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the determination and that a copy of the same will be provided free of charge to the claimant upon request.

**5.2 Review of Trustees’ Determination.** A claimant must exhaust the Trustees’ Claim Appeal Procedures prior to filing a civil action. Following exhaustion of the Claim Appeal Procedures, a claimant may bring a civil action under ERISA §502(a). The question for review of the Trustees’ decision will be whether the Trustees abused their discretion in the particular instance.

**5.3 Review of Policy.** The appeal procedures set forth above do not apply to any issue or request for review related to the Policy, or that is susceptible to resolution under, or otherwise subject to, the dispute resolution provisions of the applicable bargaining agreement. Issues governed by the Policy must be referred for review by the parties to that document.

## APPENDIX A

### SUMMARY PLAN DESCRIPTION

**Name of Plan.** This plan is known as the “Drug Free Workplace Program.” The trust fund through which the plan is funded is the “Northwest Ironworkers Health and Security Fund.”

**Board of Trustees—Plan Administrator.** The plan is maintained and administered by a joint labor management Board of Trustees, with the assistance of a contract administrative organization. The name and address of the joint Board of Trustees is:

Board of Trustees  
Northwest Ironworkers Health and Security Fund  
c/o Welfare & Pension Administration Service, Inc.  
7525 SE 24<sup>th</sup> Street, Suite 200  
Mercer Island, WA 98040

PO Box 34203  
Seattle, WA 98124-1203  
Phone: 206-441-7226  
Toll Free: 866-986-1515

The name, address and telephone number of the contract administrative organization is indicated above. The contract administrative organization also provides administrative services to the DFW Program at the following mailing address and telephone number:

DFW Program  
PO Box 86  
Gladstone, OR 97027  
Phone: 877-213-8630  
Fax: 503-742-2415

**Identification Number.** The Employer Identification Number assigned to the Plan by the Internal Revenue Service is EIN 91-6068079.

**Type of Plan.** This plan can be described as an employee welfare benefit plan which provides drug testing.

**Fiscal Year/Plan Year.** The end of the plan's fiscal year and official plan year is June 30.

**Description of Collective Bargaining Agreements.** The plan is maintained by a number of collective bargaining agreements. A copy of any such agreement is available for inspection by participants and beneficiaries at the office of the Plan Administrator during regular business hours, and may also be obtained by written request to the Plan Administrator. The Trustees may make a reasonable charge for the copies.

**Plan Sponsor.** The Plan Administrator will provide a participant or beneficiary, upon written request, information as to whether a particular employer or labor organization is sponsoring the plan.

**Agent for Service of Legal Process.** The Board of Trustees has designated the contract administrative organization, Welfare & Pension Administration Service, Inc. 7525 SE 24<sup>th</sup> Street, Suite 200, Mercer Island, WA 98040 as agent for purposes of accepting service of legal process on behalf of the plan. Each member of the Board of Trustees is also authorized to accept service of legal process on behalf of the plan.

**Members of Board of Trustees.** The names and addresses of the individuals currently serving on the Board of Trustees are:

**Employer Trustees**

**E. Scott Dahlgren, Chairman**

Dahlgren Industrial, Inc.  
13975 Interurban Ave S  
Tukwila, WA 98168-4721

**Ken Carr**

Carr Construction, Inc.  
2718 SW Water Ave  
Portland, OR 97201-4810

**Robert Decker**

Garco Construction  
4114 East Broadway  
Spokane, WA 99202

**Union Trustees**

**Steve Pendergrass, Secretary**

Iron Workers District Council of the  
Pacific Northwest  
110 Main St, Suite 100  
Edmonds, WA 98020-3180

**Joe Bowers**

Ironworkers Local No. 29  
11620 NE Ainsworth Cir, Suite 200  
Portland, OR 97220-9016

**Anthony Ladd**

Ironworkers Local No. 751  
8141 Schoon St  
Anchorage, AK 99518-3047

## **Employer Trustees**

### **Dick DeVries**

Western States Steel Erection Co. LLC  
1119 Noblewood Dr  
Billings, MT 59101-6977

### **Allan Harding**

Iron, Inc.  
7108 S Alton Way, Suite M  
Centennial, CO 80112-2125

### **Dave Harrison**

Skanska USA Building  
221 Yale Ave N, Suite 400  
Seattle, WA 98109-5490

### **Jeff Ilenstine**

Tri States Rebar Inc.  
7208 E Indiana Ave  
Spokane Valley, WA 99212-1287

### **Kevin Patterson**

Schuff Steel  
12609 NE 112<sup>th</sup> St  
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## **Union Trustees**

### **Greg Gales**

Ironworkers Local No. 14  
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### **Robert Korth**

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### **Chris McClain**

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### **John Morse**

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### **Shane Nehls**

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**Eligibility and Benefits.** Covered Employees, as defined in Section 1.5 of the Program Document, are eligible for drug testing benefits.

**Funding Medium.** The Trust is funded through employer contributions, the amount of which is determined through collective bargaining agreements or special contribution agreements. The Trust also receives funding from IMPACT. Employers pay the cost of testing Nonbargaining Employees/Employers. Contributions are held in trust pending payment to service providers and/or claims and administrative expenses.

**Availability of Information.** Plan documents and all other pertinent documents required to be made available under ERISA are available for inspection at the office of the Plan Administrator during regular business hours. Upon written request, copies of these documents will be

provided. However, the Trustees may make a reasonable charge for the copies. The Plan Administrator will state the charge for the specific documents on request, so that you can find out the charge before ordering.

**Appeal Procedures.** The appeal procedures are described in Article V of the Program Document.

**Future of the Plan and Trust.** The Board of Trustees is providing this program of benefits to the extent that monies are currently available to pay the cost of such programs. The Board of Trustees retains full and exclusive authority, at its discretion, to determine the extent to which monies are available for this program and to determine the expenditures of such monies for the program. The program is not guaranteed to continue indefinitely. The program may be terminated or modified at any time by the Board of Trustees.

The Trust Fund will terminate upon the expiration of all collective bargaining agreements requiring the payment of contributions to the Trust Fund. In the event of the termination of the Trust Fund, any and all monies and assets remaining in the Trust Fund, after payment of expenses, shall be used for the continuance of the benefits provided by the then existing benefit plans, until such monies and assets have been exhausted.

**Statement of ERISA Rights.** As a participant in the Northwest Ironworkers Health and Security Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all plan participants shall be entitled to:

Examine, without charge, at the Administration Office and at other specified locations, such as worksites and union halls, all plan documents, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Administration Office, copies of documents governing the operation of the plan, including insurance

contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administration Office may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The Administration Office is required by law to furnish each participant with a copy of this summary annual report.

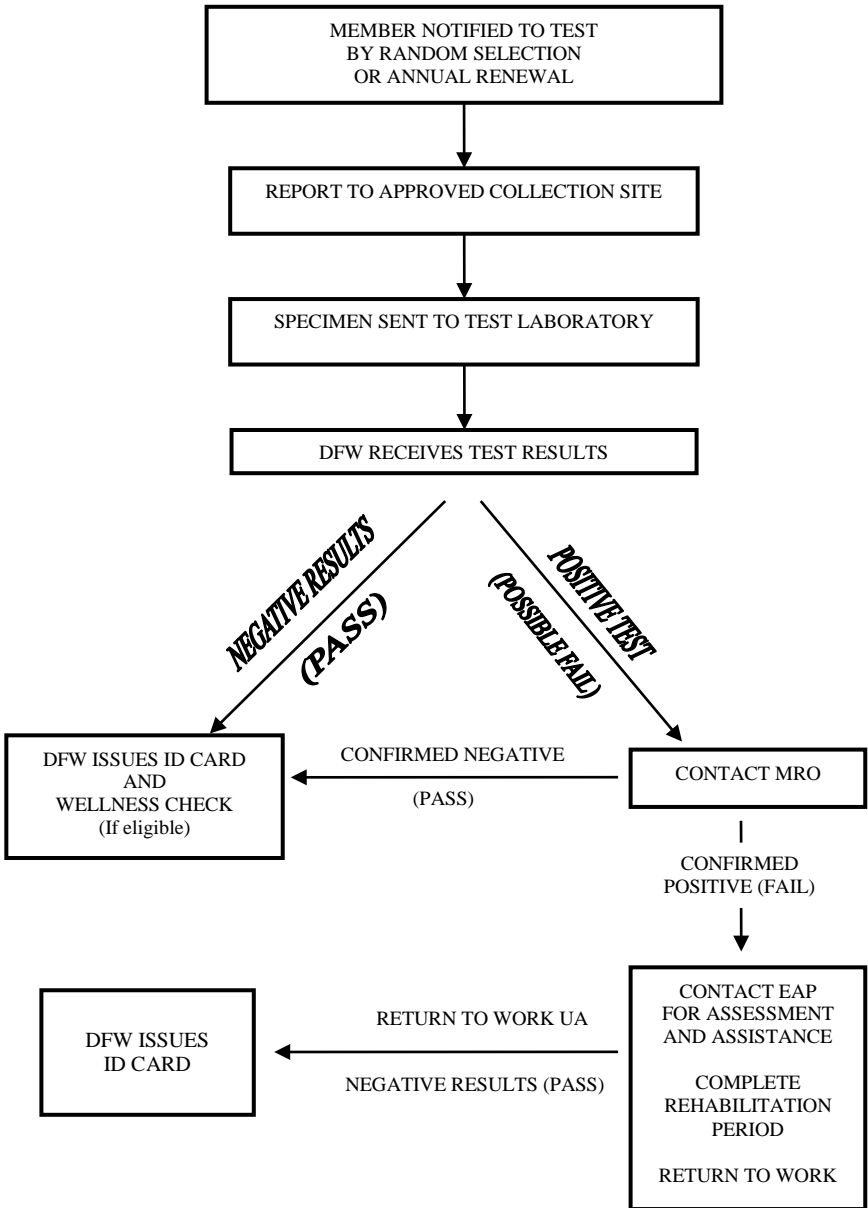
In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a health and welfare benefit or exercising your rights under ERISA. If your claim for a health and welfare benefit is denied, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights.

- If you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.
  
- If you have a claim, which, is denied or ignored in whole or in part, you may request review by the Board of Trustees pursuant to the appeal procedures. If you are dissatisfied with the determination of the Trustees, you may file suit in state or Federal court. In the alternative to the Trust's appeal procedures, you may file suit in state or federal court, but the court may decline the suit in favor of the appeal procedures.

- If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court may order the person you have sued to pay these costs and fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claims frivolous.

If you have any questions about your plan, you should contact the plan administrator. If you have questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration ("EBSA"), U.S. Department of Labor, listed in your telephone directory; or the Division of Technical Assistance and Inquiries, EBSA, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210. The Seattle Regional Office is located at 300 Fifth Avenue, Suite 1110, Seattle, WA 98104, telephone 206-757-6781. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of EBSA at 800-988-1542 or you may contact the EBSA field office nearest you. You may also find answers to plan questions at the website of EBSA at <http://www.dol.gov/ebsa/>.

# HOW DFW TESTING WORKS





**NORTHWEST IRON WORKERS  
HEALTH AND SECURITY TRUST  
DRUG FREE WORKPLACE PROGRAM**

**IRON WORKERS DISTRICT COUNCIL  
OF THE PACIFIC NORTHWEST**

**AND**

**AFFILIATED LOCAL UNIONS 14, 29 AND 86**

**NORTHWEST IRON WORKERS  
EMPLOYERS ASSOCIATION, INC.**

**AND**

**MISSOULA CONSTRUCTION COUNCIL**

