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**NORTHWEST IRONWORKERS
HEALTH AND SECURITY TRUST
DRUG FREE WORKPLACE PROGRAM**

**PROGRAM DOCUMENT
Restated Effective July 1, 2007**

The Northwest Ironworkers Health and Security Trust 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, and July 1, 2007.

ARTICLE I-DEFINITIONS

- 1.1 **Board of Trustees or Trustees** means the Board of Trustees of the Northwest Ironworkers Health and Security Trust.
- 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 an individual whose employer is signatory to the Policy, and unless otherwise stated, includes:

- 1.5.1 Bargaining Unit Employees. Those individuals defined as “Employees” by the Trust Agreement.
- 1.5.2 Associate Employees. Those individuals defined as “Associate Employees” by the Trust Agreement, 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.
- 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.
- 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, ID number, last test date, expiration date, and at the Covered Employee’s option, his photo. Cards with a photo are suitable for donor verification at Collection Facilities. Cards without a photo require additional photo ID such as a driver’s license, state ID card, etc. 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, repeat dilute result, or refusal to test. The EAP recommends appropriate education, counseling or rehabilitation. The current EAP is listed in Appendix B.
- 1.8 Individual Employer** means an “Individual Employer” as defined by the Trust Agreement.
- 1.9 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 Appendix B.
- 1.10 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.

- 1.11 **Program, DFW or DFW Office.** The terms “Program” and “DFW” mean the Drug Free Workplace Program adopted by the Board of Trustees of the Northwest Ironworkers Health and Security Trust, as provided in this Program Document. The term “DFW Office” means the physical office for the administration of the Drug Free Workplace Program.
- 1.12 **Program Manager** means a salaried administrative agent of the Board of Trustees who administers DFW, including the Systematic Computer Selected Testing, provided by the Policy. The current Program Manager is listed in Appendix B.
- 1.13 **Prohibited Substances** means any form of alcohol and/or other intoxicating substance, narcotic plant, or similar narcotic substance, whether illegal or not, including medicinal marijuana and legal drugs obtained illegally.

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

<u>Prohibited Substance</u>	<u>Initial Test Level</u>	<u>Confirmatory Test Level</u>
Ethanol (Alcohol) (Immunoassay Test only)	0.02 %	0.01 %
Amphetamines	1000 ng/mL	500 ng/mL
Cocaine Metabolites	300 ng/mL	150 ng/mL
Opiates/Metabolites	2000 ng/mL	2000 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL
Cannabinoids	50 ng/mL	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 %
Amphetamines	1000 ng/mL	500 ng/mL
Barbiturates	200 ng/mL	200 ng/mL
Benzodiazepine	200 ng/mL	200 ng/mL
Cannabinoids	50 ng/mL	15 ng/mL
Cocaine Metabolites	300 ng/mL	150 ng/mL
Methadone	300 ng/mL	200 ng/mL
Methaqualone	300 ng/mL	200 ng/mL
Opiates	2000 ng/mL	2000 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	200 ng/mL

1.14 Systematic Computer Selected Testing means computer selected testing as required under the Policy, which includes random sample testing, testing for out-of-date DFW ID Cards or lack of a DFW ID Card, and accelerated testing when a Covered Employee returns to work following a Positive Test Result. A DFW ID Card is considered out-of-date if it is more than 12 months old, provided that a DFW ID Card may expire in a shorter period if required by a written drug testing policy of the Covered Employee's Individual Employer. An Individual Employer also has the right to request, through the DFW Office, that a Covered Employee be retested if the Covered Employee's DFW ID Card is more than six months old.

1.15 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:

1.15.1 MedTox Profile-IIA LatFlo. An initial screening test administered on-site to apprentice Applicants.

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

1.15.3 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 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 Appendix B.

1.17 Test Result means either:

1.17.1 Negative Test Result. Test levels of a Prohibited Substance which are recognized as negative by the U.S. Department of Health and Human Services in its Mandatory Guidelines for Federal Workplace Drug Testing. 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 U.S. Department of Health and Human Services in its Mandatory Guidelines for Federal Workplace Drug Testing. The positive test levels are indicated under "Prohibited Substances."

1.18 Trust Fund means the Northwest Ironworkers Health and Security Trust Fund.

- 1.19 **Wellness Check** means a check provided to Bargaining 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.
- 1.20 **On-Site Test** means the test that is administered on-site during orientation to apprentice Applicants who have been approved for apprenticeship training to screen for Prohibited Substances. The On-Site Test is conducted by qualified Collection Facility personnel.

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.** Covered Employees are referred for testing pursuant to the Policy or a written agreement with the Trust Fund.
- 2.2.1 At the request of the apprenticeship office, apprentice Applicants who have been approved for apprenticeship training are administered the On-Site Test during orientation. If the On-Site Test is positive, the specimen collected during the On-Site Test will be sent to the Test Laboratory for confirmatory testing using the GC/MS Test. Chain of Custody records will be documented for the specimen. Tests are valid for 30 days. Applicants who are not dispatched within 30 days of their orientation test must retest to be issued a DFW ID card.
- 2.2.2 Covered Employees must present themselves to a Collection Facility for testing within 24 hours of receiving the notice to test from the DFW Office, 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, the Covered Employee must contact DFW and will be required to test prior to returning to employment in the area. The Covered Employee's DFW ID Card will be invalid until test results are received by DFW.
- 2.2.3 An Individual Employer initiates reasonable suspicion testing and post-accident testing by notifying the DFW Office and submitting a Reasonable Suspicion Form or Post-Accident Testing Report Form to the DFW Office. The DFW Office will prepare a notice to test. If a Collection Facility is available, the test will be performed immediately; otherwise the test at the Collection Facility will be administered no later the 9:00 on the next business day following submission of the Reasonable Suspicion Form or Post-Accident Testing Report Form.
- 2.3 **Testing.** Testing of Covered Employees is performed by the Test Laboratory.

- 2.3.1 Drug testing and the Chain of Custody will be conducted in accordance with recommended procedures established for the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs. The cutoff value will change automatically upon a change by that agency for those substances addressed by federal guidelines.
- 2.3.2 Urine samples will be provided in an unobserved manner.
- 2.3.3 Urine samples will be identified with the name of the Covered Employee donor immediately upon collection of the sample. Chain of Custody records will be documented for all samples.
- 2.3.4 On-Site Test samples are screened using the MedTox Profile IIA LatFlo Test. Other samples are screened using the Immunoassay Test. Samples which test positive in the screening test are confirmed using the GC/MS Test.
- 2.3.5 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.
- 2.3.6 Very dilute specimens will be considered to be invalid for testing if the specific gravity is less than 1.003 or the creatinine is less than 20 mg/dl. If these two measurements are low, it means that a Covered Employee has consumed too much water or other fluids, or is possibly taking a diuretic. The Covered Employee will be asked to refrain from excessive consumption of fluids and to return to the Collection Facility for a second urine specimen within 24 hours. The cost of the second test will be covered by the Program for Bargaining Unit Employees, Associates, and Applicants. If the second specimen is also invalid, the Policy provides that the Covered Employee will be required to participate in education, counseling or rehabilitation which is determined appropriate under the Trust's EAP. The Covered Employee is not eligible for rehire until the Employee completes EAP recommendations and can supply a Negative Test Result. If the test is a Positive Test Result, the Covered Employee shall not be eligible to work for the rehabilitation periods provided in the Policy and may return to work only after obtaining a work release from the EAP and providing a Negative Test Result.
- 2.3.7 If a specimen shows any evidence of probable adulteration, the Covered Employee is subject to immediate termination under the Policy, and the DFW ID Card immediately becomes invalid. The Covered Employee will be required to participate in education, counseling or rehabilitation which is determined appropriate under the Trust's EAP. The Covered Employee will not be allowed to reenter DFW until the Covered Employee contacts the EAP and complies

with DFW. DFW will notify the Employer and union when a Covered Employee's DFW ID Card becomes invalid.

2.3.8 Following the test, the Covered Employee will return to work until notified of the results. The Covered Employee will receive a copy of the Chain of Custody form, which, pending receipt of the DFW ID Card will constitute 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 and under the Policy, may continue working.

2.5 **Positive Test Result.** If a Covered Employee has a Positive Test Result for a Prohibited Substance, the following procedures will be taken.

2.5.1 If a Covered Employee has a Positive Test Result for a Prohibited Substance (other than alcohol), 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. 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 is confirmed by the Test Laboratory directly to the DFW Office. The MRO does not review a Positive Test Result for alcohol.

2.5.2 When the Covered Employee contacts the MRO, 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 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 In the case of alcohol, 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 Positive Test Result to the Program Manager. The Program Manager will notify the employer, or union, or apprenticeship designated representative, as applicable, of the Positive Test Result. The employer, union or apprenticeship designated representative will then notify the Covered Employee in writing of the Positive Test Result. Under the Policy, the employer, or union, or apprenticeship designated representative is to notify the Covered Employee regarding a Positive Test Result 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.

- 2.5.5 Upon written request to the Program Manager, any Covered Employee with a Positive Test Result has the right to have a portion of his urine sample independently examined by a laboratory of his choice at his expense. The laboratory selected must meet the same certification as the Test Laboratory.
- 2.5.6 In the case of a Positive Test Result, 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 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 prescribed by the EAP, following assessment, treatment or rehabilitation.

EAP benefits are provided by the Northwest Ironworkers Health and Security Plan. Covered Employees who are eligible for benefits from that Plan as Active Employees are eligible for the EAP benefits. Covered Employees who are not eligible for benefits from the Northwest Ironworkers Health and Security Plan are responsible for paying the cost of EAP services. A Covered Employee must be eligible under the Northwest Ironworkers Health and Security Trust on the date EAP services are provided to receive benefits.

- 2.5.7 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; the Program Manager and its authorized personnel; and Ironworkers-Management Progressive Action Cooperative Trust ("IMPACT") and its designated representatives, if the Trustees elect to participate in that program. 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.

If the Trustees elect to participate in IMPACT, the Union, Individual Employers and DFW Office will have access to an 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 education, counseling, rehabilitation or completion of a rehabilitation program prescribed by the EAP, recourse will be under the Policy.

2.8.1 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 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 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 Trustees may elect to participate in the Ironworker-Management Progressive Action Cooperative Trust (“IMPACT”). If the Trustees participate in IMPACT, the Union, Individual Employers, and DFW, in lieu of requiring a DFW 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 or repeat dilute 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 as the result of a Positive Test Result or a repeat dilute result 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 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, who is a skilled behavioral health professional with a clinical master’s degree. 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.

- 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. 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. Individual Employers pay the cost of testing Nonbargaining Employees and Employers who do not participate in the Trust Fund as 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 **Claim Denial.** If a claim is denied or partly denied, the Covered Employee will be notified in writing and given an opportunity for review. If the claim is denied or is not acted on within a reasonable time, the Covered Employee may proceed to the Board of Trustees Claim Appeal Procedures.
- 5.2 **Board of Trustees Claim Appeal Procedures.** A Covered Employee (“claimant”) may request review by the Board of Trustees of a claim denial, testing procedures or results, recommended treatment, or any other action of the Drug Free Workplace Program which adversely affects the Covered Employee. A request for review must be made in writing and received within 60 days after the receipt of notice of the adverse decision. To assure confidentiality to the Covered Employee and handling by the persons who best know the specialized needs of the Program, a request for review should be submitted to the Board of Trustees at the office of the Program Manager. The request for review should set forth all of the grounds upon which it is based, supporting facts 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 in connection with 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, such as a request for a hearing on the appeal, 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.

In most instances, the Covered Employee will have the right to a hearing before the Trustees or the Appeals Committee. The Covered Employee may be represented at any such hearing 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 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, guidelines, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guidelines, 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.

5.3 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, in the particular instance, the Trustees were in error upon an issue of law, acted arbitrarily or capriciously in the exercise of their discretion, or whether their findings of fact were supported by substantial evidence.

5.4 Review of Policy. Issues governed by the Policy must be referred for review by the parties to that document.

Dated this ____ day of June 2007, to be effective July 1, 2007.

E. Scott Dahlgren, Chairman

Ron Piksa, Secretary

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 Trust 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 and a salaried administrator. The name and address of the joint Board of Trustees is:

Board of Trustees
Northwest Ironworkers Health and Security Trust
c/o Welfare and Pension Administration Service, Inc.
2815 Second Avenue, Suite 300
P.O. Box 34203
Seattle, WA 98124-1203
Phone: 206-441-7574

The name, address and telephone number of the contract administrative organization is indicated above. The name address and telephone number of the salaried administrator is:

Jeffrey Carlson
DFW Program
PO Box 87820
Vancouver, WA 98684
Phone: 888-694-9337 Ext. 11
Fax: 360-823-1540

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. Each member of the Board of Trustees is an agent for the purpose of accepting service of legal process on behalf of this plan. The names and addresses of the individuals currently serving on the Board of Trustees are:

Employer Trustees

E. Scott Dahlgren, Chairman
Dahlgren Industrial, Inc.
P.O. Box 3515
Seattle, WA 98134

Dennis Carey
H & L Corporation
200 NE Victory
Gresham, OR 97030

Pat Haffner
Industrial Services Company
9665 Summit Dr
Missoula, MT 59808

Jeff Ilenstine
Tri States Rebar Inc.
7208 E. Indiana Avenue
Spokane, WA 99212-1287

Steve LaRue
Garco, Inc.
East 4114 Broadway Avenue
Spokane, WA 99202

Dave Harrison
Skanska USA Building
221 Yale Avenue North, Suite 400
Seattle, WA 98109

Rex D. Smith
Fought and Company
14255 SW 72nd Avenue
Tigard, OR 97224

Union Trustees

Ron Piksa, Secretary
Ironworkers Workers District Council of the
Pacific Northwest
10828 Gravelly Lake Drive, S.W.
Suite 212
Lakewood, WA 98499

Kevin Jensen
Ironworkers Local No. 29
11620 NE Ainsworth Cr #200
Portland, OR 97220

Bob Clerihew
Ironworkers Local No. 29
11620 NE Ainsworth Cr #200
Portland, OR 97220

Dave Chase
Ironworkers Local No. 86
4550 S. 134th Place, Suite 102
Tukwila, WA 98168

Rick Morton
Ironworkers Local No. 14
16610 East Euclid
Spokane, WA 99216

Greg Kucera
Ironworkers Local 751
8141 Schoon Street
Anchorage, AK 99518-3047

Donnie Patterson
Ironworkers Local No. 14
16610 East Euclid
Spokane, WA 99216

Brian J. O'Neill
StressCon USA
19093 S. Beaver Creek Road, #318
Oregon City, OR 97045

Steve Pendergrass
Ironworkers Local No. 86
4550 S. 134th Place, Suite 102
Tukwila, WA 98168

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. Employers pay the cost of providing benefits for employees not covered by a collective bargaining agreement. Self-payments are also permitted for Associate Employees pursuant to a written contribution agreement. Contributions are held in trust pending payment to service providers and/or claims and administrative expenses. The Trust Fund has a contract with the following medical facility to provide drug-testing services:

Legacy MetroLab
1225 NE 2nd Avenue
Portland, OR 97232
(P) 503-413-4512
(F) 503-413-4621

The Trust Fund has a contract with the following organization to provide medical review services (MRO):

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

The Trust Fund has a contract with the following organization to provide employee assistance benefits (EAP):

Fully Effective Employees, Inc. (FEE)
1400 – 112th Avenue SE, Suite 100
Careage Building
Bellevue, WA 98004

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.

Claims 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 Trust 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, Seattle District Office, 1111 Third Avenue, Suite 860, MIDCOM Tower, Seattle, WA 98101-3212, telephone 206-553-4244; or the Division of Technical Assistance and Inquiries, EBSA, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210. 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/>.

APPENDIX B

SERVICE PROVIDERS

Employee Assistance Program:

Fully Effective Employees (FEE)
1400-112th Avenue SE, Suite 100
Careage Building
Bellevue, WA 98004

Medical Review Officer:

Paragon MRO Services
9370 SW Greenburg Rd, Suite 200
Portland, OR 97223

Test Laboratory:

Legacy MetroLab
1225 NE 2nd Avenue
Portland, OR 97232

Program Manager:

Jeffrey Carlson
PO Box 87820
Vancouver, WA 98687

HOW DFW TESTING WORKS

