

**ALASKA CONSTRUCTION INDUSTRY SUBSTANCE ABUSE PROGRAM  
PLAN DOCUMENT**

(Revised and Restated June 26, 2009)



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## PLAN DOCUMENT

### ALASKA CONSTRUCTION INDUSTRY SUBSTANCE ABUSE PROGRAM

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#### 1. Name and Purpose

The name of this Plan is the Alaska Construction Industry Substance Abuse Program (herein referred to as “AKCISAP”), also known as “AK Clean Card”. This Plan Document is adopted by the Trustees of AKCISAP because the Trustees recognize that drug and alcohol abuse pose a direct and significant threat to the goal of a productive and efficient working environment in which all participants have an opportunity to reach their full potential. The participating Unions and Employers herein are committed to assuring a drug-free working environment for all participants.

This Plan and the related Trust Fund are established to pay for the services and procedures needed to detect, assess and refer for appropriate medical treatment any alcohol, drug or other substance abuse by any covered employee of a participating Employer. For Department of Transportation regulated participants, refer to Addendum II.

In the event that this Plan conflicts with written company policies of any Employer or the terms of the Collective Bargaining Agreement, if applicable, the company policies or relevant portions of the Collective Bargaining Agreement shall take precedence.

This Plan voluntarily utilizes the Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), and Federal guidelines relating to drug-free workplace programs, including the U.S. Department of Transportation (USDOT).

The Plan is adopted because it is recognized that any participant dispatched to work for any participating employer must be in a condition to perform their job safely and efficiently, free from any impairment caused by alcohol and drugs.

#### 2. **Definitions**

1. **“Alcohol”** means ethyl alcohol, hydrated oxide of ethyl or spirits of wine, from whatever source or by whatever process produced.
2. **“Alcohol test”** means a chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of alcohol within an individual’s body system.
3. **“Applicant”** means a person who has applied for participation with the AKCISAP and has been offered employment conditioned upon successfully passing a drug test and/or may have begun working pending the results of a drug test.

4. **“Chain of custody”** means the methodology of tracking specimens for the purpose of maintaining control and accountability from initial collection to final disposition for all specimens and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.
5. **“Collective Bargaining Agreement”** means any written contract by and between any Employer and Union, including any and all extensions, modifications or renewals, covering the labor force in the construction industry in Alaska.
6. **“Collection site”** means a place where individuals present themselves for the purpose of providing a urine or breath specimen to be analyzed for the presence of drugs or alcohol.
7. **“Confirmation test”** or “confirmed test” means a second analytical procedure GC/MS (GAS CHROMATOGRAPHY/MASS SPECTROMETRY) test used to identify the presence of a specific drug or metabolic in a specimen.
8. **“Department”** means the Department of Health and Human Services.
9. **“Drug”** means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), methadone, methaqualone, opiates, barbiturates, benzodiazepines, propoxyphene, or a metabolite of any such substances, or any illegal substance.
10. **“Drug test”** means a chemical, biological, or physical instrumental analysis administered on a specimen sample for the purpose of determining the presence or absence of a drug or its metabolites within the sample.
11. **“Employer”** means any employer who is participating in AKCISAP directly and voluntarily or as a result of being signatory to a collective bargaining agreement that provides for either participation, involvement or contribution to AKCISAP.
12. **“Employee Assistance Program”** (EAP) means a program designed to assist in the identification and resolution of job performance problems associated with participants impaired by personal concerns pertaining to substance abuse problems. A minimum level of core services must include consultation and professional, confidential, appropriate, and timely problem assessment services; short-term problem resolution; referrals for appropriate diagnosis; treatment, and assistance; follow-up and monitoring; participant education; and supervisory training.
13. **“Guidelines”** are Federal and State guidelines.
14. **“Initial test”** A reliable procedure to identify a negative and/or positive specimens. An initial drug test must use an immunoassay procedure or an equivalent procedure or a more accurate scientifically accepted method approved

by the National Institute on Drug Abuse as more accurate technology becomes available in a cost-effective form.

15. **“Injury”** means a sudden and tangible happening, of a traumatic nature, producing an immediate or prompt result and occurring from without, and such physical conditions as result there from.
16. **“Medical Review Officer” (MRO)** means a licensed physician trained in the field of drug testing who provides medical assessment of positive test results, requests reanalysis if necessary, and makes a determination whether or not drug misuse has occurred.
17. **“Non-prescription medication”** means a drug or medication authorized under federal or state law for general distribution and use without a prescription in the treatment of human disease, ailments, or injuries.
18. **“Participant”** is an individual employee working in the construction industry in the state of Alaska employed by a participating Employer.
19. **“Positive test result”** means a confirmed positive test result obtained by a laboratory meeting the standards specified, that has been reviewed and verified by a Medical Review Officer in accordance with Medical Review Officer guidelines promulgated by the State and Federal Guidelines, and the Department of Health and Human Services.
20. **“Prescription medication”** means a drug or medication lawfully prescribed by a physician or other health care provider licensed to prescribe medication for an individual and taken in accordance with the prescription.
21. **“Program”** means and is equivalent to AKCISAP implemented by this Plan
22. **“Program Identification Card”** is a card issued to all craft participants. See Section 5.1 for definition of “Craft Participant.” The card provides an identification number for the participant to allow employers to verify their compliance with the Program.
23. **“Rehabilitation program”** means a program that is capable of providing expert identification, assessment, and resolution of participant drug or alcohol abuse in a confidential and timely service.
24. **“Specimen”** means breath or urine.
25. **“Substance”** means drugs or alcohol.
26. **“Substance Abuse Professional (SAP)”** means a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (“Certified by

the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/ Alcohol & Other Drug Abuse") with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance related disorders.

27. **"Substance abuse test"** or "test" means a chemical, biological, or physical instrumental analysis administered on a specimen sample for the purpose of determining the presence of a drug or its metabolites or of alcohol within the sample.
28. **"Third Party Administrator" (TPA)** A firm that handles the administration of the Substance Abuse Program
29. **"Threshold detection level"** means the level at which the presence of a drug or alcohol can be reasonably expected to be detected by an initial and confirmation test performed by a laboratory meeting the standards specified. The threshold detection level indicates the level at which a valid conclusion can be drawn that the drug or alcohol is present in the employee's specimen or breath.
30. **"Unverified Positive"** is a positive that comes from the laboratory as a positive result.

### 3. **Adoption and Amendments**

Subject to the terms of any applicable collective bargaining agreements or any state or, federal laws, if applicable, the Trustees of AKCISAP have adopted, and have the power to amend or terminate, this Plan and the related Trust Agreement.

### 4. **Documents**

The governing documents for administering this Plan are:

- a. This Plan Document.
- b. The Trust Agreement for the AKCISAP Trust.
- c. Such other policies, procedures and rules as the Trustees hereafter may adopt.

### 5. **Covered Participants**

Participants covered by this Plan include:

- 5.1 **Craft Participants**. Craft Participants are those individuals working in the construction industry in Alaska either under a collective bargaining agreement or employed by a non-union employer for which contributions are made by the participant's employer to fund this Plan and which are accepted by the Plan. Covered participant shall also include any applicants for such above-identified employment.

- 5.2 Managerial and Administrative Participants. Managerial and Administrative Participants are those managerial or supervisory employees of a participating Employer who are not covered by an applicable collective bargaining agreement, but who work within the same geographical area as the Craft Participants and the applicants for such employment. The Employer has the option of covering Managerial and Administrative Participants under this Plan or choosing a separate plan, but these Managerial and Administrative Participants shall be subject to substance abuse testing.
- 5.3 Craft Apprentice Program Participants. Craft Apprentices are those individuals participating in a training program for specific trades/crafts within the construction industry in Alaska. Apprenticeship programs are a combination of on-the-job training and related classroom instruction in which prospective workers learn the practical and theoretical aspects of a highly skilled occupation. Apprenticeship programs are sponsored by joint employer and labor groups, individual employers, and/or employer associations, and, after application to the Trustees, are accepted by the Plan. Apprentices must meet the program sponsor's qualifications, including adherence to all the established rules for drug and alcohol testing in the apprentice program as well as those of the contractors to whom they are assigned/dispatched. In general, apprenticeship applicants must satisfy the sponsor that they have the ability, aptitude, and education to master the rudiments of the occupation and complete the related instruction required in the program. Covered apprentices shall also include any applicants for such above-identified training programs.
- 5.4 Employer Compliance. An Employer must also sign certain documents as required by the Plan before testing of any craft or managerial or administrative participant can begin, including but not limited to the Employer Compliance/Designated Representative form.

## 6. Funding

- 6.1 Craft Participants. Testing for Craft Participants is funded by contributions from Employers. The contribution rate shown in Addendum 1 to this Plan Document is based on covered work hours on and after August 1, 2005. Any change of contribution rate shall be made either through any applicable collective bargaining agreement or by a contribution amount and rate as set by the Trustees of AKCISAP without requirement of further amendment of this Plan hereto. Such Employer contributions for each applicable work month shall be made directly to the Plan Trust.
- 6.2 Managerial and Administrative Participants. Costs for Managerial and Administrative Participants' participation are funded by the Employer

payments of the designated amounts directly to the Plan Trust, in an amount as set from time to time by the Trustees of AKCISAP.

- 6.3 Craft Apprentice Program Participants. Initial test costs for program entry by apprentice applicants are borne by the Training Trusts. Costs for apprentice program participants beyond the initial tests may include an annual fee paid by the apprenticeship training trusts to cover administrative costs incurred in the management of record-keeping and notification procedures between the third party administrator of the AK Clean Card program, the apprentice program and the employers. This annual fee may be determined by the Trustees in the future.
- 6.4 Trust Fund. All sums paid to fund this Plan shall be held in the Plan Trust, which is intended to be tax-exempt Trust under IRC § 501 (c) (5), and disbursed as needed to cover Plan and Trust expenses for eligible participants.

## **7. Governance and Administration**

- 7.1 Substance abuse prevention is the responsibility of everyone involved in the construction industry. The Trustees and the participating Unions and Employers with assistance of the below listed service providers expect all parties to recognize and accept this responsibility and to do their part in assuring that, working together, they can achieve and maintain a drug-free environment for employers and participants.
- 7.2 Third Party Administrator (TPA)
- The TPA is responsible for the day-to-day operations of the Program and all other Trust Fund related administration, as directed by the Board of Trustees, including education and program training for employers and employees.
- 7.3 Testing. Substance testing shall be done by a Substance Abuse & Mental Health Services Administration (SAMHSA) certified laboratory approved by the Trustees.
- 7.4 Medical Review Officer (MRO). The MRO approved by the Trustees shall interview each participant who tests positive and answer any questions about test procedures. The MRO will investigate possible medically authorized use of a controlled substance.
- 7.5 Employee Assistance Program (EAP). Except for those participants failing Pre-Program tests, the EAP approved by the Trustees shall provide initial confidential assessment of individuals referred by the TPA and recommend appropriate education, counseling or rehabilitation.

## **8. Prohibited Use Affecting Employment.**

- 8.1 General Prohibition. The use of alcohol or drugs by participants during working hours or on a job site or on company property (including company vehicles) is absolutely prohibited. Any participant who violates this Plan may be required to undergo an educational or rehabilitation program and/or may be subject to discipline up to and including termination.
- 8.2. Use. The term “use” means consuming, possessing, selling, transferring, concealing, distributing or arranging to buy or sell, being under the influence, or reporting for duty under the influence or showing the evidence of alcohol or drugs to any degree, or having illegal drugs in one’s possession or system.
- 8.3. Alcohol or Drugs. The term “alcohol or drugs” means any form of alcohol and/or other intoxicating substance, narcotic plant or similar substance whether illegal or not, including legal drugs obtained illegally.
- 8.4. Proper Medical Usage. Notwithstanding any other provision in this Plan, use of prescription and non-prescription medication is not a violation of this Plan if that medication is taken in accordance with a lawful prescription or standard medical dosage recommendation. The use of marijuana, which is a Schedule I controlled substance under federal law (Controlled Substances Act, 21 USC § 812), is expressly prohibited under this Plan even if its medical use is authorized under state law.
- 8.5. Participants. The terms of this Plan Document apply to all employees of any participating Employer in AKCISAP, as well as all Applicants. These terms also apply to Managerial and Administrative employees of any Employer who signs an Employer Compliance Agreement with the Trust covering all employees who are either working in the construction industry and/or within the geographic limits of any applicable collective bargaining agreement and including maintenance, sales, clerical, management, part-time employees and any Applicants for any such position.
- 8.6. Working Hours. The term “working hours” means all the time during which participants are engaged in work duties or subject to the control of the Employer, and also includes scheduled breaks and travel from one workplace to another.
- 8.7. Employer Property. The term “Employer property” means all facilities, job sites, vehicles and equipment that are owned, leased, operated or utilized by the Employer or its employees for work-related purposes, including parking areas and driveways, as well as lockers, toolboxes or other storage areas used by the employees. It also includes other public or private property including employer provided housing, facilities, vehicles

and equipment located away from the Employer facility if the employee is present on such property for a work-related purpose.

- 8.8. Private Property. A participant's private property may be inspected only for reasonable cause and shall include participant's lunch boxes, tool boxes, back packs, purses and the like that are brought by the participant onto Employer property or used for work-related purposes.
- 8.9. Voluntary Events. Events attended voluntarily are not considered to be covered under this Plan.

## **9. Privacy and Confidentiality.**

- 9.1 Employer's Responsibilities. The Employer shall take reasonable measures to safeguard the privacy of participants in connection with this Plan and Policy, including maintaining the confidentiality of participants who come forward to discuss alcohol or drug abuse affecting them before any testing or disciplinary action. The Employer will be responsible to keep a locked file cabinet with results and information from the TPA.
- 9.2 The Designated Representatives shall be the only persons designated by the Employer to be responsible for receiving information from the TPA notifying or arranging appropriate notification to affected participants, and handling any paperwork related to a positive test.
- 9.3 Release of Test Results. The results of the drug test analysis will be sent to the TPA by the MRO marked "Confidential". They will be opened only by the TPA. All testing results of a positive test will only be made known to: the participant, the EAP, the Employer, and if required by a collective bargaining agreement, the participant's union. Upon request, participants and applicants shall be provided the laboratory reports concerning their test results. The results of any positive test will not be released to any other third party or outside agency unless required by law or with written permission of the employee.
- 9.4 Release of Positive Test Results for Apprentice Program Participants. Because of the unique relationship that apprentices have with both their apprentice programs and contractors that pay them wages in the field, special procedures are established for the MRO and the TPA to share positive test results with both the apprentice program and the employer immediately after confirmation. The results of the drug test analysis will be sent to the TPA by the MRO marked "Confidential". They will be opened only by the TPA. All testing results of a positive test will only be made known to: the participant, the EAP, the Employer, and if required by a collective bargaining agreement, the participant's union. Upon request, participants and applicants shall be provided the laboratory reports

concerning their test results. The results of any positive test will not be released to any other third party or outside agency unless required by law or with written permission of the employee. The special Drug Test Results Release to be used for apprentice program participants is included in the attachments to this Plan Document as Exhibit "C".

10. **Scope of Detection and Testing.** A participant shall submit to testing for alcohol or other intoxicating substances for, and only for, a circumstance described below in 10.1, 10.2, 10.3, 10.4, or 10.5.

10.1 **Program Entry and Pre-Program Testing**

10.1.1 **Program Entry Testing for Applicants.** An Applicant may be issued a Program Participation Card if their Employer can provide satisfactory evidence they have been subject to a substance abuse program, which includes pre-employment and random drug tests. The test profile for these tests must be substantially similar to that required by the AKCISAP.

10.1.2 **Pre-Program Testing for Applicants.** All applicants for participation in the AKCISAP will be required to submit to drug testing under this Plan. At the option of the employer, Non-DOT applicants who receive positive results or fail to report for a Pre-Program test as directed by the employer, may:

A. re-apply for participation following a ninety (90) day waiting period or;

B. re-apply for participation immediately upon receiving an Employee Assistance Program (EAP) evaluation, completing any recommended education, counseling or rehabilitation plan and providing a negative test result. The applicant must also participate in follow-up tests to maintain compliant status if required by the EAP.\* The cost of the EAP evaluation, recommended education, counseling or rehabilitation plan and Pre-Program and Follow-up tests, shall not be at the expense of the Program.

The requirement for earlier re-application may be coordinated and monitored by either the Employer, for whom the applicant failed the Pre-Program test, or by the Program's Third Party Administrator. If overseen by the Third Party Administrator, all related expenses will be payable in advance at current costs. If overseen by the Employer, the Employer will be required to provide documentation to the Third Party Administrator that all requirements have been fulfilled.

\*Option A is not available to DOT applicants. DOT applicants who receive positive results or fail to report for a Pre-Program test as directed by the employer, must receive an Employee Assistance Program (EAP) evaluation, complete any recommended education, counseling or rehabilitation plan and provide a negative test result prior to re-application.

The applicant must also participate in follow-up tests to maintain compliant status if required by the EAP.

- 10.2 Random Testing. All participants are required to abide by the random computer generated drug testing program provided under this Program. This computer drug testing selection procedure shall be administered by the TPA. All participants shall be entered into a pool and a percentage of the pool shall be selected for testing annually. The Trustees shall determine the random testing percentage annually.

Participants shall take the test immediately upon notification. If a participant's name is drawn while they are not employed, on the out of work list, or on vacation, or working out of the jurisdiction, they shall be required to take the test upon or before returning to employment.

The AKCISAP will not provide initial assessment by an EAP for any participant who fails to take the test immediately upon notification.

- 10.3 Reasonable Suspicion Testing. The Trust will facilitate a training program to assist supervisors in recognizing employees with alcohol or drug problems through the observation of specific performance or behavior criteria.

Reasonable suspicion" means aberrant or unusual behavior of a person which:

10.3.1 Is observed by the person's immediate supervisor or others and confirmed by the observation of a managerial employee or their trained designee, which observations shall be documented at or near the time of the observation; and

10.3.2 Is the type of behavior which is a recognized and accepted symptom of intoxication, evidence of use caused by controlled substances, alcohol or addiction to or dependence upon said controlled substances; and

10.3.3 Is not reasonably explained as resulting from causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep).

10.3.4 For each incident a Reasonable Suspicion Testing and Documentation Form will be completed.

10.3.5 The participant will be transported to the collection site by the Employer. After the test is completed, the Employer will provide or arrange transportation for the participant to a suitable location.

10.3.6 If the test results are negative, the participant will immediately be reinstated in their previous position, with full back pay based on a project's regular schedule and no further action will be taken.

10.3.7 Should the test results be positive, the participant will be out of compliance with the AKCISAP. Participants have the right to obtain test results.

The participant must report for testing as directed by the Employer, but no later than two (2) hours after being directed by the Employer. All participants required to test under this Section will be subject to Breath Alcohol testing.

#### 10.4 Post-Accident Testing.

10.4.1 Notwithstanding anything in this Plan, involvement in an on-the-job accident shall require testing in accordance with the Employer's written Drug Free Workplace/Drug Testing policies.

10.4.2 For each incident a Post-Accident Testing and Documentation Form will be completed.

10.4.3 The participant will be transported to the collection site by the Employer. After the test is completed, the Employer will provide or arrange transportation for the participant to a suitable location.

10.4.4 If the test results are negative, the participant will immediately be reinstated in their previous position, with full back pay based on a project's regular schedule and no further action will be taken under this Plan.

10.4.5 Should the test results be positive, the participant will be out of compliance with the AKCISAP. Participants have the right to obtain test results.

The participant must report for testing as directed by the Employer within the period prescribed by Federal or State regulations when applicable, or when not applicable, two (2) hours after receiving any needed medical treatment, but, if the participant does not need any medical treatment or does not test within two (2) hours after receiving the medical treatment, then they must test no later than two (2) hours after being directed to test by the Employer. All participants required to test under this Section will be subject to Breath Alcohol testing.

- 10.5 Follow Up Testing. In addition to computer generated selection, participants who have returned to work following a prescribed program through an EAP shall be required to participate in follow-up testing at a frequency as determined by the EAP.

Individuals who are required to take follow-up tests under an unaffiliated employer sponsored plan will remain the responsibility of that plan. Those individuals will not be eligible to participate in the AKCISAP until their follow-up testing program has been completed.

## 11. Testing Procedures

- 11.1 Testing. Any person shall be required to submit to drug or alcohol testing for any circumstance described in Section 10.

### 11.2 Testing Standards for Urine and Breath Alcohol

#### 11.2.1 Urine Testing

An Enzyme Immunoassay (EMIT) test will be performed on the urine specimen. If any of the substances, listed below in 11.3.3, are detected above the Screening Cutoff thresholds, a Gas Chromatography/Mass Spectrometry (GC/MS) confirmation test will be performed.

#### 11.2.2 Breath Alcohol Testing

An approved evidential breath testing device (EBT) shall be used by a Trained Breath Alcohol Technician (BAT) to administer a breath alcohol test when required. Each initial breath test indicating an alcohol concentration of 0.02 or above will undergo a confirmation test after a waiting period of fifteen (15) minutes, starting with the completion of the screening test.

#### 11.2.3 Testing Thresholds

The following substances are tested for under this Program:

<u>Tests</u>	<u>Screening Cutoff</u>	<u>Confirmation Cutoff</u>	<u>Units</u>
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Alcohol – Breath	0.02	0.04	Gm Alc/ 210 l of Breath
Amphetamines	1000	500	ng/ml
Cocaine Metab.	300	150	ng/ml
Marijuana Metab.	50	15	ng/ml
Opiates	2000	2000	ng/ml
PCP	25	25	ng/ml

Drug testing and the chain of custody shall be conducted following guidelines of the U.S. Department of Health and Human Services Drug Testing Programs and the Department of Transportation. The cutoff value shall change, upon change by such federal agency for those substances addressed by federal guidelines, and upon approval by Trustees.

Urine samples will be separated into two split containers at the time of donation of the sample. One portion of the original urine sample shall be kept secure and chemically stable and made available for verification of laboratory testing results. The split sample is held for five (5) days if the results are negative, and for one (1) year if the results are positive.

- 11.3 Participant's Right to Independent Test. In the event of a positive test result, the participant may request, within 72 hours, a sample of their urine specimen for the purpose of reanalysis at a qualified drug testing laboratory. The participant will be responsible for the cost of reanalysis.

The chain of custody for this sample shall be maintained between the Program and the participant's designated qualified laboratory. Reanalysis shall be performed at the participant's expense. In the event of conflicting results, the final results of the original sample will be cancelled and the AKCISAP will reimburse the participant for their expense.

- 11.4 Positive Test. An unverified positive drug test result shall mean test levels, on both the screening test and the confirmatory test, which are recognized as positive by the Program. No action shall be taken, however, unless the result is reviewed and verified by the MRO as provided in this Plan. The MRO shall make a reasonable attempt to contact the donor to determine legal drug use. If no contact is made with the donor within 24 hours, the MRO shall contact the DER for assistance in locating the donor to make contact with the MRO. In any event, if no contact is made within 72 hours, the MRO shall release the result to the DER as unreviewed.

11.5 Refusal to Test A refusal to participate in testing as outlined in the Plan shall be treated as a positive test and initial assessment by the EAP will not be provided by the AKCISAP.

## 12. Test Results.

- 12.1 Negative Drug Test. A negative drug test result means that no substance was detected in an amount above the cutoff levels described in Section 11.2.3. In the case of a negative test, the participant will continue to work, and will be confirmed as compliant with the Program.
- 12.2 Positive Drug Test. A participant with a positive drug test result may be subject to disciplinary action up to and including termination. See Section 15.3, 15.5, 17.1 and 17.2.
- 12.3 Adulterated, Substituted or Invalid Specimen. Intentionally tampering with, or causing another person to tamper with, substituting, or causing another person to substitute a urine specimen, whether the participant's specimen or another person's specimen, shall constitute cause for the discharge of the participant who engages in such activity. If a specimen shows any evidence of adulteration or substitution, the test shall be treated as a positive result and an immediate re-collection under direct observation shall be required. See Section 15.3, 15.5, 17.1 and 17.2.
- 12.4 Diluted Specimens. Unless otherwise notified by the MRO, when an applicant or participant produces a negative dilute specimen, the employer may, but is not required to, direct the individual to take another test immediately. Any retest must not be collected under direct observation. An employer must treat all applicants and participants the same; all of them must either be directed to retest or not. An applicant or participant who is directed to retest and refuses will not be eligible for initial assessment by an EAP. See Section 11.5.
- If the applicant or participant retests, the results of the second test is the test of record. If the second test is also a negative dilute specimen, the employer cannot direct the individual to take a third test.
- A positive dilute specimen will be treated as a positive test result. See Section 15.3, 15.5, 17.1 and 17.2.
- 12.5 Out of Temperature Specimen. When a specimen is not within the normal temperature range of 90 to 100 degrees Fahrenheit, the donor will provide a second specimen as long as they remain in view of collection personnel and do not leave the facility prior to providing a second specimen. If the donor refuses to provide a second specimen, or provides a second specimen which is not within the normal temperature range, it is considered a refusal to test and shall be treated as a positive test result. See Section 15.3, 15.5, 17.1 and 17.2.

- 12.6 Insufficient Specimen. If a donor is unable to provide a minimum specimen of 45 ml, that specimen will be discarded and the donor will provide a second 45 ml of specimen. The donor cannot leave the collection site and must remain in view of collection personnel prior to providing a second specimen.

The donor may consume up to 40 ounces of fluid, distributed reasonably through a period of up to three hours, or until the individual has provided a sufficient urine specimen, whichever occurs first. If the donor has not provided a sufficient specimen within three hours of the first unsuccessful attempt to provide the specimen, the collection will be discontinued and the donor will be required to obtain an evaluation from a licensed physician within five working days to determine if there is a medical reason the donor cannot provide a sufficient specimen. In the event the donor has a medical condition that prevented them from providing a sample, the fee for the evaluation will be paid by the Trust.

If the donor refuses to make the attempt to provide a new urine specimen, or leaves the collection site, it will be considered a refusal to test and treated as a positive result. See Section 15.3, 15.5, 17.1 and 17.2.

- 12.7 Breath Alcohol Test Results. If the results of the confirmation test are between 0.02 and 0.039, the employee will not be allowed to work for eight hours. If at anytime the results of the test are 0.04 or above, it shall be considered a positive test. See Section 15.3, 15.5, 17.1 and 17.2.

13. **Medical Review Officer Review Period**. A participant who has been notified of an unverified positive test result may contest or explain the result to the Medical Review Officer (MRO). It shall be the participant's responsibility to contact the MRO upon receiving notice. The MRO reviews the test results, interviews the participant on a confidential basis, and determines whether the positive test result should be confirmed. If the MRO determines there is a medical reason that the result is positive, it shall be reported as negative. The MRO may also determine if there has been an error in the custody and control of the urine specimen that would require cancellation.

Failure to contact the MRO within three (3) working days after receiving notification shall constitute a waiver of the right to contest or explain the results and the test will be reported to the employer as a positive test result.

14. **Employee Assistance Program (EAP)**. Except for participants who fail Pre-Program tests, participants failing all other tests should contact the EAP. The EAP has a confidential interview with the participant, and recommends appropriate education, counseling, or rehabilitation. A participant who refuses to participate in the EAP recommended education, counseling or rehabilitation is subject to immediate termination pursuant to the requirements of Section 17. If a participant fails to attend the scheduled appointment with the EAP, for the

assessment appointment, without notifying and rescheduling with the EAP at least 24 hours before the scheduled appointment time, then they must pay any rescheduling fee charged by the EAP or before a new appointment will be set.

- 14.1 Reasonable Time to Contact EAP. The participant must contact the EAP for assessment and consultation within two working days of having received notice.
- 14.2 Reasonable Time to Contact Treatment Facility. The participant will be given reasonable time to contact the appropriate treatment facility as prescribed by the EAP to schedule counseling and may return to work with written approval from the EAP.

## **15. Returning to Work After Testing**

- 15.1 General. This section describes when a participant may return to work after testing. Regardless of whether a participant has tested negative and is compliant with the Program, the Employer has the responsibility of ensuring compliance with the Program.
- 15.2 Returning To Work After Pre-Program or Random Testing. Following the test, the participant will return to work until notified of the results. However, the participant may be required to remain off work pending completion of any requirements imposed by the Program.
- 15.3 Returning to Work After Positive Test. The EAP may determine that a participant can return to work if in the judgment of the EAP they are not likely to be a safety risk in the work environment. The EAP does this by reinstating the participant's compliance with the Program. The EAP can require that the participant provide follow-up testing as a requirement. The Program will pay for such follow-up tests. In order for a participant to be eligible for employment, they must have a Return-to-Work test with a negative test result and be compliant with the Program.
- 15.4 Continuation of Participation Agreement. The participant must participate in the EAP recommended education, counseling, or rehabilitation. The Program shall require that the participant sign a Continuation of Participation Agreement as a condition of reinstatement of their compliance with the Program and being allowed to return to work. (See Exhibit B.)

15.5 Termination After Subsequent Positive Result. If any participant has tested positive more than once, they shall be immediately terminated from the Program and shall not be subject to future Program participation until they have satisfactorily completed an education, counseling, or rehabilitation program prescribed or accepted by the EAP. The cost of such education, counseling or rehabilitation and EAP assessment and referral services shall be borne by the terminated participant and not by the Program.

## **16. Benefits of This Plan.**

16.1 The AKCISAP Plan provides only EAP services as defined in this Plan Document. The Plan does not provide diagnostics or treatment benefits beyond testing, detection and treatment referrals. The participant is responsible for obtaining any other benefits that might be provided under his/her own group health and welfare plan, if available, for any substance abuse education, counseling, or rehabilitation. A participant should consult any summary plan description booklet for any such group health and welfare plan which may be applicable to him/her and direct all inquiries to the administrative office of such other group health and welfare plan. This Plan pays only the costs of testing, notices, MRO, and designated EAP services.

## **17. Termination.**

17.1 If cause for termination exists, as defined by the Employer's policies, the participant with a positive test result shall participate in the education, counseling, or rehabilitation prescribed by the EAP in order to become compliant with the Program. Any positive test result may result in disciplinary action prescribed by the Employer's policy.

17.2 Termination After Subsequent Positive Test Result. If any participant has tested positive more than once, they shall be immediately terminated from the Program and shall not be subject to future Program participation until they have satisfactorily completed an education, counseling, or rehabilitation program prescribed or accepted by the EAP. The cost of such education, counseling or rehabilitation and EAP assessment and referral services shall be borne by the terminated participant and not by the Program.

**18. Continuation Agreement.** The Program and the participant may enter into a Continuation Agreement. Participants who successfully complete education, counseling, or rehabilitation as prescribed by the EAP shall be returned to the group of participants subject to computer generated selection for testing. The Continuation Agreement which will be prepared by the EAP, will require the participant to adhere to all education, treatment and rehabilitation recommendations, and will require them to authorize the program to notify the EAP should they not remain in substantial compliance with the recommendations.

**19. Plan Participant Self Help.** If a participant although in specific compliance with the Program still suspects that he/she might have a substance abuse problem, the participant is expected and encouraged to seek assistance for that problem, either from the Employee Assistance Program (EAP), or from any other health and welfare plan providing such coverage or from any other competent source. The EAP is a private and confidential service that provides information and referral services to covered individuals for drug and alcohol problems. Any covered participant can voluntarily obtain assistance for treatment services by calling the TPA. Any person employed by an Employer who voluntarily seeks assistance or rehabilitation for alcohol or drug related problems before disciplinary action has commenced will not be subject to discipline so long as the person continues to participate satisfactorily in the education, rehabilitation, or counseling program and continues to perform and behave satisfactorily.

**20. Consistent with Law.**

Nothing in this Plan or in any of the Program's other governing documents is intended, nor shall it be construed to authorize any action that is unlawful under federal or state law.

**21. Other Substance Abuse Policies.**

This Program is in addition to and separate from any substance abuse policies and procedures required by federal, state or local government organization, or mandated owner requirements.

**22. Project Waiver.**

The Trustees may waive the Program on a project basis if there is already a drug and alcohol program in place which the Trustees determine to be substantially equivalent to this Program.

**23. Controlling Documents.** In the event of any conflict between any of this Programs' controlling documents (i.e., this Plan Document, the Trust Agreement and any other policies, procedures or rules adopted by the Trustees) and any summary of these documents, the controlling document itself, and not the summary, shall govern and be enforced.

**24. Construction and Determinations by Trustees.** The Trustees shall have full discretion and exclusive authority to determine all questions of coverage and eligibility, methods of providing or arranging for benefits and all other related matters, and to construe and interpret the provisions of the Plan, Trust Agreement, and the rules, regulations, and resolutions issued there under. Any such determination and any such construction or interpretation adopted by the Trustees in good faith shall be binding upon all the parties hereto and the participants, and shall be given the fullest deference allowed by law.

**25. Review Procedure**

25.1 Expedited Review. The Program is designed to answer all questions as soon as possible, to minimize disruption of work. A participant should seek expedited review before initiating the appeal procedure under 27.2.

A request for review that includes a request for relief from a Program requirement or action adversely affecting the participant is referred to below as an appeal.

25.1.1 Procedures. Questions about drug and alcohol test procedures can be answered by referring to the Plan Document explaining the Program, or by contacting the TPA.

25.1.2 Test Results and Treatment. Questions about individual test results and treatment will be addressed on a confidential basis by contacting the MRO and EAP specified in the list of service providers.

25.2 Appeal Procedure. To assure confidentiality to the participant and handling by the persons who best know the specialized needs of the Program, all reviews of disputed or denied appeals regarding test procedures, results and recommended treatment must be handled by the Appeals Committee established by the AKCISAP Board of Trustees. This Appeal Procedure does not apply to denial of any claims or benefits that may be provided under any participant's separate health plan and/or employee welfare plan. Participants with disputes over the denial of any claims or treatment handled outside the services as provided by the AKCISAP Program, should pursue appeal under the review procedures for those separate health and employee welfare plans.

- 25.2.1 Notice of Denial. The TPA must notify the participant of the denial of any appeal submitted under 27.1 within a reasonable time, not to exceed 90 days after the appeal is filed with the TPA. The notice will state the reason(s) for denial, explain the applicable Plan provision(s), explain this review procedure, and state if the participant needs to submit any additional material or information. Failure of the TPA to give such notice within the 90-day period will be deemed a denial establishing the participant's right to review.
- 25.2.2 Request for Review. The appealing participant or his or her representative, must file with the TPA, within 60 days after receiving the denial notice under 27.2.1, or within 60 days of the date the 90-day period referred to in 27.2.1 expires, if no denial notice is received, a written request to have the denial reviewed by the Trustees' Appeals Committee. Failure to make such request by the 60<sup>th</sup> day ends a claimant's right to review by the Committee.
- 25.2.3 Review. The Trustees' Appeals Committee will conduct its review and issue its decision within 60 days after the request under 27.2.2 is received by the TPA. The participant and their representative will be notified of the time and place and may attend and present evidence and argument. The time for review and decision may be extended beyond the 60<sup>th</sup> day if required by special circumstances, but not beyond the 120<sup>th</sup> day. The Committee's decision will be written, and set forth the reasons and Plan provision(s). A copy will be provided to the participant and their representative.
- 25.2.4 Appeal to Arbitration If an participant is dissatisfied with the decision of the Trustees' Appeals Committee, they may appeal the matter to arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association and Article X, Section 3 of the Trust Agreement governing the Program, provided that the request for arbitration is made, in writing, within 60 days of the date the participant is notified of Committee's decision. The decision of the arbitrator shall be final and binding on the Trustees, the participant and all other parties whose interests are affected thereby. The expenses of the arbitration shall be borne equally by the participant and the Program unless otherwise ordered by the arbitrator.
- 25.2.5 Exclusive Remedy. The review procedure of 27.1 and 27.2 is the exclusive means to resolve claims and disputes involving the Program and its representatives. Claims and disputes involving conduct of the Employer are subject to dispute resolution procedures set forth in the applicable labor agreement.

**ALASKA CONSTRUCTION INDUSTRY SUBSTANCE ABUSE PROGRAM**  
**POST-ACCIDENT/REASONABLE SUSPICION TESTING & DOCUMENTATION FORM**

Employee's Name	Social Security No.	Date		
<p><b>Type of Test:</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Post-Accident   <input type="checkbox"/> Accident causing a fatality   <input type="checkbox"/> Accident causing an injury requiring off-site medical attention   <input type="checkbox"/> Accident causing significant equipment or property damage   <input type="checkbox"/> OSHA Recordable   <input type="checkbox"/> MSHA Reportable         </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Reasonable Suspicion   <input type="checkbox"/> Observed drug/alcohol use   <input type="checkbox"/> Difficulty maintaining balance   <input type="checkbox"/> Slurred speech   <input type="checkbox"/> Abnormal/erratic behavior   <input type="checkbox"/> Apparent inability to safely perform assigned work   <input type="checkbox"/> Additional observed behavior (Describe in detail)         </td> </tr> </table>			<input type="checkbox"/> Post-Accident  <input type="checkbox"/> Accident causing a fatality  <input type="checkbox"/> Accident causing an injury requiring off-site medical attention  <input type="checkbox"/> Accident causing significant equipment or property damage  <input type="checkbox"/> OSHA Recordable  <input type="checkbox"/> MSHA Reportable	<input type="checkbox"/> Reasonable Suspicion  <input type="checkbox"/> Observed drug/alcohol use  <input type="checkbox"/> Difficulty maintaining balance  <input type="checkbox"/> Slurred speech  <input type="checkbox"/> Abnormal/erratic behavior  <input type="checkbox"/> Apparent inability to safely perform assigned work  <input type="checkbox"/> Additional observed behavior (Describe in detail)
<input type="checkbox"/> Post-Accident  <input type="checkbox"/> Accident causing a fatality  <input type="checkbox"/> Accident causing an injury requiring off-site medical attention  <input type="checkbox"/> Accident causing significant equipment or property damage  <input type="checkbox"/> OSHA Recordable  <input type="checkbox"/> MSHA Reportable	<input type="checkbox"/> Reasonable Suspicion  <input type="checkbox"/> Observed drug/alcohol use  <input type="checkbox"/> Difficulty maintaining balance  <input type="checkbox"/> Slurred speech  <input type="checkbox"/> Abnormal/erratic behavior  <input type="checkbox"/> Apparent inability to safely perform assigned work  <input type="checkbox"/> Additional observed behavior (Describe in detail)			
<p><b>Comments</b> (<i>Describe the rationale for requesting testing, including observed facts and circumstances, any sources of information, date and time of observation or accident, other witnesses, actions taken, etc.</i>)</p> <hr/> <hr/> <hr/>				
Requester's Printed Name & Signature	Title	Date		
Reviewer's Printed Name & Signature	Title	Date		
<p>I acknowledge that I have been informed of the company's reasons for requesting this drug and alcohol test and consent to the testing. Signing this form does not necessarily signify agreement with the above statements.</p>				
Employee's Signature	Date			

**ALASKA CONSTRUCTION INDUSTRY SUBSTANCE ABUSE PROGRAM  
(AKCISAP)**

CONTINUATION OF PARTICIPATION AGREEMENT

I, \_\_\_\_\_, understand that my continued participation in the AKCISAP is contingent upon compliance with all of the following terms of this agreement.

I will be evaluated for chemical dependency/alcohol abuse by the Employee Assistance Program (EAP).

I will comply with all of the EAP treatment and follow-up recommendations.

I authorize the Third Party Administrator (TPA) to receive all relevant information regarding my progress in my rehabilitation program.

I may be subject to unannounced testing (follow-up monitoring) for up to two years.

I recognize, accept, and agree that any future violation of the Alaska Construction Industry Substance Abuse Program by me may result in the termination of my participation.

I am responsible for meeting the same standards of performance and conduct that are set for other Participants.

I understand that failure to comply, in whole or in part, with all of the terms and conditions of this agreement will result in further disciplinary action, up to and including termination of participation in the AKCISAP.

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Participant's Signature

Date

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Employee Assistance Program

Date

**ALASKA CONSTRUCTION INDUSTRY SUBSTANCE ABUSE PROGRAM  
(AKCISAP)**

**Addendum I**

FUNDING SCHEDULE

Effective August 1, 2009

I. Pre-Program Tests:

Non-DOT Employees \$44.00 per test

DOT-Regulated Employees \$69.00 per test

II. Ongoing Funding:

Craft Participants \$0.09 per work hour on and  
after August 1, 2009

Managerial and Administrative  
Participants \$6.00 per person per month as of  
August 1, 2005

III. Employer Required Tests:

Non-DOT Employees \$44.00 per test

DOT-Regulated Employees \$69.00 per test

These funding requirements will be reviewed on an annual basis by the  
AKCISAP Board of Trustees.