



RAPID SITE ACCESS

P · R · O · G · R · A · M

Procedural Rules

Developed by:

Construction Labour Relations – An Alberta Association

and

United Brotherhood of Carpenters & Joiners of America, Alberta Regional Council

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Rapid Site Access Program
A proposed alternative to site access testing

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Rapid Site Access Program

A proposed alternative to site access testing

Introduction

Across Canada, stakeholders within the construction industry are strongly committed to establishing and maintaining a safe and healthy workplace, free from risks associated with the use of alcohol and other drugs. As part of this commitment, there has been an increased focus on site access testing.

With this focus in mind, the Rapid Site Access Program (RSAP) has been developed by key industry stakeholders as an integral component of an overall approach to safety and loss management. RSAP is a new and innovative voluntary program that is intended to be an alternative to site access testing. Managed by third party case administration, RSAP helps to ensure compliance, expedites the dispatch process and, ultimately, improves safety performance. It is designed to support and supplement the *Canadian Model* for Providing a Safe Workplace (the *Canadian Model*).

Background

In recent years, throughout the construction industry, there has been an increased focus on site access testing as part of an overall commitment toward ensuring a safe and healthy workplace. In August 2004, owner companies across Alberta began implementing site access testing whereby workers were tested for alcohol and drugs as a prerequisite to becoming eligible to access an owner's site.

The preliminary results of site access testing have been encouraging. In fact, implementing site access testing has correlated to significant reduction in the number of incidents, a reduction in the severity of incidents occurring, and in reduction in post-incident positive alcohol and drug test results. In addition, it has created a shift in attitudes toward testing. Many workers take comfort in the efforts and controls put in place to promote a safe work environment free of risks associated with the misuse of alcohol and other drugs. As stakeholders become more familiar with programs such as site access testing, acceptance continues to increase.

However, site access testing also presents some limitations. For example, it results in redundant testing, a much slower dispatch process, it includes a scheduled or known test thereby enabling workers to prepare for it, and accountability frameworks and follow-up support are contingent on the commitment, knowledge and resources of the union and employer involved. As well, it is still an arm's length away from assessing a worker's condition while at work.

In late 2004, a working group of industry stakeholders came together to examine alternatives to site access testing. This effort was largely driven by the Alberta and Northwest Territories (District of Mackenzie) Regional Council of Carpenters and Allied Workers (referred to as the Carpenters) as part of its quest for a program that would mitigate any known limitations of site access testing. The working group, known as the Rapid Site Access Program (RSAP) Committee, includes a wide range of members with expertise in labour relations, safety administration, operations and construction management. The RSAP Committee has consulted with medical, occupational health, substance abuse assessment, EAP, testing, treatment, aftercare, and legal expertise through the course of developing this initiative.

Through extensive collaboration and research, including benchmarking with similar programs in Canada and the United States, the RSAP Committee has developed the Rapid Site Access Program.

A closer look at RSAP

RSAP is a proposed alternative to site access testing. It is a voluntary program, not imposed by owners or contractors, whereby workers enter into an agreement with a third party case administration before ever entering a work site.

Prior to joining RSAP, a worker must qualify by submitting to a pre-enrolment alcohol and drug test or by presenting a previous alcohol and drug test acceptable to the program. Once a worker has qualified, the worker will sign a voluntary participation agreement with the third party case administration, and will be ready to be dispatched to a participating site. While under contract, workers must maintain their RSAP active status by complying with the *Canadian Model*, and by continuing to participate in applicable random, return-to-work and follow-up testing for alcohol and drugs.

With RSAP, owner and contractors relinquish their role of administrator to a professional third party and, with knowledge of the rigorous testing, follow-up frameworks and aftercare support in place, can accept this program with assurance as an effective alternative to site access testing. Put simply, to owners and contractors, RSAP means increased confidence that workers continue to be free from using alcohol and drugs while on a work site.

The benefits of RSAP are tremendous for all stakeholders. For workers, the benefits include:

- Conforms to worker's strong commitment to safety,
- Expedited dispatch,
- Less testing,
- Less testing on personal time,
- Corrective focus,
- Enhanced privacy,
- Consistent professional administration,, and
- Increased confidentiality.

For unions, owners and contractors, the benefits include:

- Rationally connected to achieving safety objective,
- Lower costs,
- Decreased frequency in testing,
- Expedited dispatch,
- Enhanced compliance frameworks,
- More effective follow-up and after care,
- Random testing experience in Alberta,
- Maintains dignity and privacy of workers
- Professional administration, and
- Consistent application based on objective standards

Guiding principles

Throughout the creation of RSAP, the working group adhered to the following guiding principles, which served as a framework for the development of the program.

- Industry stakeholders are committed to creating a safe and healthy workplace, free of risks associated with the use of alcohol and/or other drugs.
- Historical trends indicate that achieving the above-mentioned objective to create a safe and healthy workplace, correlates to a reduction in workplace incidents.
- Industry stakeholders intend to reduce redundant substance testing and related costs, and expedite access to participant sites.
- Industry stakeholders understand that alcohol and drug work rules are more effective if they are implemented in a way that preserves the dignity and privacy of participating workers.
- Coordinating the exchange of sensitive information through a centralized third party:
- Provides greater control over the collection, use, disclosure, safeguards and storage of personal information, and
- Helps to increase worker confidentiality in their place of work, and enhance worker privacy in relation to their union.
- Retaining the continuity of information through a centralized third party is necessary in order to reduce redundant testing, expedite access to participant sites and provide seamless after-care support to affected workers.
- Comprehensive professional third party case administration provides for the effective delivery of education, compliance and if necessary, accommodation strategies. Investment in professional treatment, education, follow-up and after-care frameworks support affected workers in maintaining compliance with the *Canadian Model* and if necessary recovering from an addiction and or dependency to alcohol or other drugs.

Procedural Rules

Article 1.0 - Purpose and scope

- 1.1 The purpose of the Rapid Site Access Program (RSAP) is to provide a comprehensive, reliable and efficient program, as an effective alternative to site access testing that helps to ensure a safe and healthy workplace free from the risks associated with alcohol and drugs. RSAP is intended to be part of an overall fair and objective standard substance abuse policy framework that promotes a safe and substance abuse free workplace.
- 1.2 This program was developed with the understanding that workers who are current and in compliance would have an active status for all the participant sites, pursuant to RSAP.
- 1.3 This policy is intended to supplement the *Canadian Model* for Providing a Safe Workplace: A best practice of the Construction Owners Association of Alberta, as amended from time to time (the *Canadian Model*).
- 1.4 The RSAP Procedural Rules shall apply to all RSAP stakeholders, including all participant sites, participant workers, participant contractors, participant owners and unions.
- 1.5 Site and/or employment restrictions that arise from circumstances outside the administration of RSAP, are beyond the scope of the RSAP Procedural Rules.
- 1.6 Information collected, used, disclosed or retained through the course of administering RSAP may only be collected, used, disclosed or retained for purposes within the scope of the RSAP Procedural Rules, and may only be done so in a manner consistent with same.

Article 2.0 - Basic policy

- 2.1 Workers must be in compliance with the *Canadian Model* and Appendix C while at work and, if applicable, must be in compliance with return-to-work conditions set by the third party case administration.
- 2.2 The third party case administration will classify participant workers as being either active or inactive.
 - (a) Participant workers who are in compliance with 2.1 will be classified as active.
 - (b) Participant workers who are not in compliance with 2.1 will be classified as inactive.
- 2.3 The designation of inactive status is not intended to imply, and shall not be deemed to imply, the presence of an addiction, a dependency or an abuse of substances.

- 2.4** Subject to 4.6, a union shall not knowingly dispatch an inactive participant worker to a site or a contractor.
- 2.5** Participant contractors and participant owners must refuse site access to participant workers for whom the third party case administration is unable to confirm active status.
- 2.6** An active participant worker satisfies the site access eligibility requirements of RSAP.
- 2.7** In addition to testing requirements specifically addressed in the *Canadian Model*, and in Appendix C, participant workers shall be subject to substance testing as follows:
- (a)** Pre-enrolment,
 - (b)** Random,
 - (c)** Return-to-work, and
 - (d)** Follow-up.
- 2.7** Pre-enrolment, random, return-to-work and follow-up testing will be performed by the testing administrator. The testing administrator shall report the results to the individual and the third party case administration only. However, in the event an onsite breath alcohol test is confirmed positive or the donor fails to complete the collection procedure, the testing administrator will contact the employer forthwith and indicate there is a non-negative result prior to releasing the individual back to the site. In addition, if the collector observes behaviour that raises concerns with regard to that individual's ability to work safely, that individual's employer will be contacted and those concerns will be shared prior to releasing that individual back to site.

Article 3.0 – Privacy

- 3.1** The protection of personal information is important to RSAP. Policy and procedures dealing with the protection of privacy are in effect. Any questions about appropriate collection, use disclosure or retention of information can be directed to the RSAP Privacy Officer, at (780) 451-5444.

RSAP stakeholders play an important role in protecting personal information. RSAP stakeholders - including all participant sites, participant workers, participant contractors, participant owners and unions - are required to adhere to this policy and take all reasonable steps to ensure that personal information is protected from unauthorized collection, use, disclosure and retention.

3.2 Collection

Personal information is collected by the third party case administration relating to participant workers in order to administer RSAP. This personal information relating to each participant worker may include:

- (a) Name,
- (b) Unique Identifier,
- (c) Address and telephone numbers,
- (d) Birth date,
- (e) Union,
- (f) Trade,
- (g) Alcohol and other drug test results,
- (h) Employment information,
- (i) Substance abuse expert assessment and recommendations,
- (j) Treatment reports,
- (k) Case management file,
- (l) Relevant medical information from attending physician, and
- (m) Other information reasonably necessary for administering RSAP.

Except when the participant worker consents to the collection of personal information from elsewhere or when permitted by law to collect it without the participant worker's consent, personal information relevant to RSAP administration may only be collected by the third party case administration from the:

- (a) Participant worker,
- (b) Participant worker's union,
- (c) Participant worker's participating employer,
- (d) Participant worker's sponsor (if applicable),
- (e) Forms designed for the purpose of confirming attendance at 12-step meetings, if applicable,
- (f) Forms designed for the purpose of confirming the participant worker's compliance with return to work conditions,
- (g) Participant worker's attending physician or other healthcare professional as applicable,
- (h) Participant owner where the participant worker is currently or was last employed,
- (i) Third party case administration,
- (j) Testing administrator,
- (k) Treatment team,
- (l) Substance abuse expert (SAE) team, and/or
- (m) Participant worker's Workers' Compensation Board (WCB) case manager.

3.3 Use

A participant worker's personal information may only be used for the purposes outlined above. If there is a need to use the personal information for any other purpose outside of this program, the participant worker will be contacted to obtain consent prior to that use.

3.4 Disclosure

A participant worker's personal information may only be disclosed by RSAP stakeholders to the participant worker and third party case administration, unless otherwise required by law or these procedural rules.

In order to facilitate the program the third party case administration may disclose portions of a participant worker's personal information to RSAP stakeholders as appropriate, in order to facilitate the program.

Personal information collected through RSAP and held by RSAP stakeholders may only be disclosed in order to administer RSAP. Personal information may not be disclosed for any other purpose unless required by law.

Business contact information is not protected by this policy. Business information is not considered to be personal information and may be collected, used and disclosed without consent.

3.5 Consent

In certain cases, a participant worker's consent to the collection, use and disclosure of his or her personal information for the purposes outlined above is given by simply agreeing to provide his or her personal information and by their applying to be enrolled in the RSAP.

However, in other cases, explicit consent is required, such as in the case of the RSAP voluntary participation agreement, which is required in order to opt in to RSAP.

A participant worker who opts out of RSAP pursuant to Article 4.2, has the right to withdraw consent for the third party case administration's collection, use, retention or disclosure of his or her personal information by providing written notice of said request to the RSAP privacy officer.

3.6 Retention

RSAP only retains personal information for as long as is necessary for the purposes outlined above. RSAP has appropriate safeguards in place to protect personal information, and when the information is no longer needed it is destroyed. Personal information is kept as accurate as possible and participant workers can assist RSAP by providing the third party case administration with updated information when necessary. Information can be updated by contacting third party case administration.

3.7 Access

Participant workers have the right to access the personal information retained about them. A participant worker can access his or her personal information by making a written request to the RSAP privacy officer. The officer will provide the necessary forms and assistance to make the request and obtain the information.

If the participant worker believes that some of the personal information is incorrect, he or she can request the information be corrected.

RSAP may charge a participant worker for incurred expenses in responding to an access request. If RSAP decides that a charge is appropriate, a written estimate will be provided to the participant worker prior to providing access. Any concerns with the estimated charge should be directed to the RSAP privacy officer.

3.8 Accountability

RSAP applies its best efforts to protect the privacy of all participant workers. If a participant worker has any concerns, he or she is free to contact the privacy officer. The privacy officer will endeavour to resolve any problems. If concerns are not resolved, the privacy officer shall provide the participant worker with information on challenging compliance.

3.9 Challenging compliance

Any:

- (a)** Participant worker,
- (b)** RSAP stakeholder,
- (c)** Government agency acting within its jurisdiction, or
- (d)** Other party given standing by RSAP,

who perceives that personal information retained by RSAP is managed in a manner inconsistent with RSAP policies and procedures or applicable legislation, may bring concerns to the attention of the privacy officer.

Upon receiving such notification, the privacy officer will investigate the concerns and report to the Administrative Committee.

After reviewing the complaint, the Administrative Committee will disclose its findings to the individual or organization challenging the system's compliance.

If the organization or individual initiating the complaint notifies the privacy officer in writing that they are unsatisfied with the findings disclosed above within 10 days of receipt of said findings, the privacy officer will arrange for a hearing before the Administrative Committee so that the individual or organization can present facts and argument. After considering the facts and arguments, the Administrative Committee will make a ruling regarding the issue under review.

The ruling and reasons for the decision will be put in writing and disclosed to the organizations and individuals directly involved in the matter. A revised copy of the ruling and reasons, sanitized of unique identifiers, may be submitted to other RSAP stakeholders.

In the event that the individual or organization making the complaint remains unsatisfied with the Administrative Committee's decision, a complaint may be filed with the Office of the Information and Privacy Commissioner of Alberta, preferably within 30 days from the day that the individual asking for the review is notified of the decision.

Article 4.0 - Responsibilities of the participant worker

4.1 Opting in to RSAP

A worker may opt in to RSAP at any time by completing all of the following:

- (a)** Signing a voluntary participation agreement,
- (b)** Registering with the third party case administration, and
- (c)** One of the following:
 - (i)** Submitting to a pre-enrolment substance test,
 - (ii)** Providing results of a substance test (in accordance with standards contained within the *Canadian Model*) taken within 90 days of receipt of the application, or
 - (iii)** If, at the time of application, the applicant is employed by a participant contractor on a site that required a site access testing order to qualify for access to that site, said applicant may request his or her employer, or union to confirm that is the case with the third party case administration. Confirmations must include documentation of the negative alcohol and drug test used to access the site, and such test must have been conducted in accordance with the standards contained within the *Canadian Model*.

Workers found in breach of the *Canadian Model* will be encouraged to opt in to RSAP, so they might benefit from the additional after-care support and privacy RSAP provides. But such opting in shall not negate or override any decision made in accordance with the process and procedures set out in the *Canadian Model* unless specified in writing by all affected parties. Where a worker opts into the program following a breach of the *Canadian Model*, a pre-enrolment test is not required. However, the third party case administrator must receive the substance abuse expert report and recommendations for the purpose of case managing the file and entering into a post-assessment agreement.

4.2 Opting out of RSAP

Only participant workers active with RSAP, and who are not currently employed by a participant contractor, may opt out of RSAP. Requests to opt out of RSAP shall be made in writing and submitted to the third party case administration for review. Upon receipt of said request, the third party case administration shall review the request and, if the above is satisfied, shall take the worker out of RSAP.

Participant workers who opt out of RSAP will be subject to all site eligibility requirements prescribed by each respective owner.

Participant workers:

- (a)** Not in compliance with RSAP,
- (b)** Who are currently employed by a participant contractor, and/or
- (c)** Who are signatory to a return-to-work agreement with the third party case administration,

shall not be permitted to opt out of the program.

4.3 Maintaining active status with the program

A participant worker who is not employed with any participant contractor for a period of 6 consecutive months or more, shall be classified as **Not in Program** on the RSAP.ca website. The participant worker would be required to submit to another re-qualification test prior to being dispatched to a participant site under RSAP. If the participant worker does not submit to a requalification test under RSAP they would be required to submit to a pre-access test if required by the site owner for access to a participating site.

4.4 In the event a participant worker's contact information changes, the participant worker shall contact the third party case administration and advise of the changes.

4.5 Participant workers shall comply with the basic policy outlined in Article 2.0 above.

4.6 A participant worker shall neither bid on a job nor participate in being dispatched to a participant site or to a participant contractor, while inactive. However, once submitting a sample for the re-qualification test, a participant worker who is classified as **Not in Program** due to the provisions in 4.3 above, may bid on work and participate in being dispatched to a participant site or participant contractor prior to receiving the results of the re-qualification test. This section does not override 2.5 and workers are not to report for work until they have been classified active by the third party case administration

Article 5.0 - Responsibility of the union

5.1 It is the union's responsibility to contact the RSAP Administrative Committee and arrange to be orientated to the program.

5.2 The union shall register with the third party case administration and shall inform the third party case administration of any changes to the information collected on the registration form.

5.3 The union agrees to comply with the terms and conditions of RSAP.

5.4 The union supports the objective of ensuring workers are in compliance with the *Canadian Model* while at work and, if applicable, in compliance with return-to-work conditions set by the third party case administration.

5.5 If the union is notified that one of its participant workers is interested in opting in to RSAP, the union shall assist the participant worker in satisfying the requirements of opting into the program.

5.6 Unions approached by participant workers for self-help shall refer the participant workers to the resources available through the third party case administration.

5.7 The union agrees to dispatch participant workers with active status to a participant contractor without the requirement for site access testing in respect to work on a participant site.

- 5.8 The union shall not knowingly dispatch an inactive participant worker to a participant site or a participant contractor, alleging they are active.
- 5.9 The union agrees to utilize the electronic dispatch process. On a daily basis, the union shall electronically upload the RSAP dispatches of the day to the third party case administration's system for confirmation of active status.
- 5.10 Unions shall upload the daily additions to their respective RSAP out of work lists to the third party case administration so that participant workers not currently employed will be taken out of the random pool.
- 5.11 In the event a participant union's contact information changes, the participant union shall contact the third party case administration and advise of the changes.

Article 6.0 - Responsibilities of participant contractors

- 6.1 It is a participant contractor's responsibility to contact the Administrative Committee and arrange to be orientated to the program.
- 6.2 Each participant contractor agrees to comply with the terms and conditions of RSAP.
- 6.3 Participant contractors approached by participant workers for self-help shall refer the participant workers to the resources available through the third party case administration.
- 6.4 Participant contractors agree to use electronic dispatch for participant workers on participant sites. If the participant contractor is contemplating employing that participant worker on a participant site a participant contractor shall login to his or her account with the third party case administration to verify a participant worker's active status.
- 6.5 In the event a participant contractor requires a test with respect to a participant worker, the participant contractor shall report non-negative results to the third party case administration.
- 6.6 In the event a participant contractor's contact information changes, the participant contractor shall contact the third party case administration and advise of the changes.

Article 7.0 - Responsibilities of participant owners

- 7.1 It is each participant owner's responsibility to contact the RSAP Administrative Committee and arrange to be orientated to the program.
- 7.2 Each participant owner agrees to allow site access to active participant workers without the requirement for a site access test.
- 7.3 Each participant owner agrees to comply with the terms and conditions of RSAP.

- 7.4 In the event a participant owner's contact information changes, the participant owner shall contact the third party case administration and advise of the changes.

Article 8.0 - Responsibilities of the third party case administration

8.1 Registering participant contractors

- (a) The third party case administration collects participant contractor registrations and maintains profiles for each participant contractor.
- (b) Profiles shall include the full legal name of the participant contractor, all applicable contact information, a designated key contact and back-up key contact information.
- (c) On an annual basis, the third party case administration shall send out a notice to each participant contractor and invite the participant contractor to update information contained in the profile.

8.2 Registering unions

- (a) The third party case administration collects union registrations and maintains profiles for each union.
- (b) Profiles shall include the full legal name of the union, all applicable contact information, a designated key contact and back-up key contact information, along with a primary dispatch contact and secondary dispatch contact.
- (c) On an annual basis, the third party case administration shall send out a notice to each union and invite the union to update information contained in the profile.

8.3 Registering participant owners

- (a) The third party case administration collects participant owner registrations and maintains profiles for each participant owner.
- (b) Registrations shall include a declaration signed by the participant owner, agreeing to be stipulated to the RSAP Procedural Rules.
- (c) Profiles shall include the full legal name of the participant owner, all applicable contact information, a designated key contact and back-up key contact information.
- (d) On an annual basis, the third party case administration shall send out a notice to each participant owner and invite the owner to update information contained in the profile.

8.4 Processing the participant worker opt-in procedure

- (a) The third party case administration collects voluntary participation applications:
 - (i) Directly from workers requesting to opt into RSAP, or
 - (ii) Indirectly from the worker's union or employer, where the worker has filed the application with the union or employer
- (b) Upon receipt of an application for voluntary participation, the third party case administration shall confirm eligibility to participate by administering and/or ensuring the satisfactory completion of the opt-in requirements stipulated in Article 4.1 above. In the event the applicant has a prior dispatch restriction with the union relating to an alcohol and drug issue, registering for RSAP does not override such restriction. In such situations, the union may

refer such conditions to the third party case administrator who shall manage that file on the union's behalf.

- (c) If and when the third party case administration is satisfied that the opt-in procedures have been complied with, the third party case administration shall enter into a voluntary participation agreement with the applicant worker.
- (d) Once the third party case administration enters into the voluntary participation agreement, the applicant worker becomes a participant worker.
- (e) Letters will be sent by the third party case administration to the union informing the union of new participant workers.
- (f) The third party case administration registers new participant workers and is responsible for maintenance of the list.

8.5 Confirmation of status

Upon receipt of the RSAP dispatches of the day, the third party case administration shall confirm the participant workers' current and active status and will post participant workers current and active to the respective participant contractor's dispatch page.

8.6 Processing random draws, random testing, follow-up testing and the monthly test list

- (a) On a monthly basis, the third party case administration shall perform a random draw on the employed participant worker list at the percentage set by the Administrative Committee for the purpose of obtaining a random sample.
- (b) Once the random sample has been generated, the third party case administration shall add the follow-up tests required for the month and create a monthly test list. The monthly test list shall include instructions relating to any variances to the testing procedure required for particular participant workers.
- (c) The third party case administration shall disclose the monthly test list to the testing administrator at a minimum on a monthly basis.
- (d) The third party case administration shall send the monthly test list to the testing provider and include each participant worker's name and contact information, trade, current employer and the applicable participant contractor profile.
- (e) By disclosing the monthly test list and following up with any further instructions that may be appropriate, the third party case administration shall direct the testing provider to arrange for the tests to be performed.
- (f) Once the drug test results are available from the testing provider, the third party case administration will receive the test results and medical review officer (MRO) report, along with the test number. Alcohol test results will be sent directly to the third party case administrator from the testing administrator.
- (g) In the event a participant worker is randomly drawn for a test but said test is not completed because the participant worker was unreachable, it shall be carried forward to the next list until the test is completed. In the event a follow-up test is not completed because the worker was absent from site, the test shall be scheduled directly with the participant worker. The third party case administration shall update each participant worker's file accordingly.

8.7 Support for participant workers with non-negative results - Step 1

- (a)** The third party case administration shall identify participant workers with non-negative test results and adjust their status to inactive.
- (b)** The participant worker, the participant workers' union, and the participant worker's current employer will be notified of the change in status to inactive so the participant worker is removed from the work site (suspended temporarily pending assessment and investigation).
- (c)** The third party case administration shall maintain contact with the participant worker and refer him or her to the SAE for assessment.
- (d)** The third party case administration shall send the SAE all pertinent information on the participant worker who is being referred for assessment.
- (e)** Once the assessment is performed, the third party case administration will receive recommendations from the SAE.
- (f)** Upon receipt of the recommendations, the third party case administration shall estimate how much time off, if any, the participant worker will require in order to comply with the recommendations and/or be in a position to return to work. The third party case administration will contact the affected participant contractor to advise of the estimated time.
- (g)** The third party case administration shall manage the delivery of the recommendations with applicable treatment providers. The third party case administration shall combine recommendations of various providers and experts as appropriate, and map out a comprehensive after-care program designed to support the participant worker's compliance with the *Canadian Model*.

8.8 Support for participant workers with non-negative results - Step 2

- (a)** If applicable and at the appropriate time, the third party case administration shall draft and enter into a post-assessment agreement with the participant worker.
- (b)** Once both the participant worker and the third party case administration agree to and sign the post-assessment agreement; the participant worker is classified as active (with conditions).
- (c)** When the return-to-work agreement is signed, the third party case administration shall send notification to the participant worker's employer indicating the participant worker is active and can return to work. It is understood that the participant worker will be given the opportunity to return to work for the previous employer if work is still available within the terms of the return to work agreement and if the worker is qualified to perform said work.¹

¹ Subject to the absence of other performance issues falling outside the scope of RSAP that have frustrated the employment relationship (including but not limited to tampering, selling of drugs, violence, destruction of property, theft etc.)

- (d) In the event there are work-related limitations and restrictions identified by the third party case administration, the RSAP participant shall be notified of said limitation. The limitations shall be set out in writing and sent to the employer at the time of dispatch. The RSAP participant and the RSAP participant's employer shall be advised of any changes to said limitations and restrictions.
- (e) The third party case administration will continue to manage the delivery of after-care until the RSAP Participant has participated in fulfilling the conditions and completed the term of the after-care program. In managing the after-care program, the third party case administration will continue to monitor progress, receiving reports and recommendations from service providers.
- (f) The third party case administration shall schedule return-to-work and follow-up tests with the testing administrator.
- (g) If the third party case administration is concerned with the participant worker's compliance with the return-to-work agreement, the third party case administration can intervene, which may include measures such as requesting a meeting, reclassifying the individual as inactive, or increasing the frequency of follow-up tests.

8.9 Support for participant workers with non-negative results - Step 3 (if applicable)

- (a) In the event of a relapse, slip and/or subsequent non-negative test, the third party case administration will collect all pertinent information relating to the participant worker and send it to a substance abuse expert ("SAE") for consideration.
- (b) The third party case administration will refer the participant worker to said SAE for assessment. Where practical, the third party case administration will refer the participant worker back to the same SAE who conducted the participant worker's original assessment.
- (c) Upon receipt of the SAE report, the third party case administration will consider the findings of the SAE and make a determination based on the SAE's recommendations.
- (d) Upon receipt of the recommendations, the third party case administration will estimate how much time off, if any, the participant worker will require in order to comply with the recommendations and/or be in a position to return to work. The third party case administration will contact the affected participant contractor and advise of the estimated time.
- (e) Third party case administration will manage the delivery of the recommendations with applicable treatment providers. The third party case administration will combine recommendations of various providers and experts as appropriate, and map out a comprehensive after-care program, designed to support the participant worker's compliance with the *Canadian Model*.

8.10 Processing the participant worker opt-out procedure

- (a)** The third party case administration shall administer the opt-out procedure in accordance with Article 4.1 above.
- (b)** The third party case administration shall send a letter to the former participant worker's union indicating the worker is no longer an RSAP participant worker.

Article 9.0 - Responsibilities of the SAE team

- 9.1** On referral from the third party case administration, the SAE team will open a file or the referred participant worker and perform an SAE assessment.
- 9.2** All SAE assessments shall be conducted in accordance with the *Canadian Model*.
- 9.3** At the request of a participant worker, whether referred by the third party case administration or not, the SAE will open a file for that participant worker and perform an SAE assessment.
- 9.4** The SAE will assess the individual and set out a series of recommendations relating to:
 - (a)** Abstinence,
 - (b)** Treatment,
 - (c)** Education,
 - (d)** Return to work,
 - (e)** Sustaining recovery, and/or
 - (f)** After-care conditions including recommendations pertaining to testing (return-to-work and/or follow-up).
- 9.5** The SAE shall disclose its recommendations to the third party case administration.
- 9.6** The SAE recommendations may, if appropriate, include testing outside the *Canadian Model* framework for the purposes of encouraging compliance with the SAE recommendations.²

² For example, for follow up testing with respect to an individual found to have an addiction and/or dependency to alcohol; alcohol testing levels may be set such that they promote abstinence (e.g. 0.02 grams per 210 litres of breath) in support of the SAE's recommendation.

Also, for individuals with a dual-diagnosis, if applicable the SAE may recommend testing for other drugs in addition to the 5 panel plus breath contemplated by the Canadian Model.

Article 10.0 - Responsibilities of the treatment team

- 10.1** On referral from the third party case administration, the treatment team will deliver the treatment as prescribed by the third party case administration.
- 10.2** The treatment team will disclose the participant worker's progress to the third party case administration only, and make recommendations to the third party case administration pertaining to the participant worker's after-care and return-to-work conditions.

Article 11.0 - Responsibilities of the testing administrator

11.1 Scheduling and facilitating collections

The testing administrator shall receive lists of all tests to be performed from the third party case administration only.

The testing administrator shall coordinate directly with the participant workers for the scheduling of the pre-enrolment, re-enrollment and return-to-work tests provided, however, that the timing and place of schedule shall be the decision of the testing administrator.

With respect to the monthly test list, the testing administrator shall schedule the delivery of tests prescribed over the course of the entire month, altering the day of the week and the time of day the tests are to be performed. The testing administrator shall contact the designated contact of each participant contractor for whose workers tests will be conducted, and together they shall manage the logistics involved with the collection.

11.2 Testing methods

Random drug testing shall be conducted in accordance with Appendix C herein. Random alcohol testing, pre-enrolment testing, re-qualification testing, and follow-up testing methods shall be in compliance with procedures that are set out in Appendix A of the *Canadian Model* unless the third party case administration prescribes a separate drug test tailored to the specific needs of the participant worker. In such circumstances, the third party case administration will specify the method of testing required for the tailored test.

11.3 Reporting results of substance tests

The testing administrator shall disclose the MRO report to both the donor participant worker and the third party case administration only. Where there is a positive breath alcohol result or the participant worker fails to complete the collection process the collector shall report the non-negative result to the contractor and third party case administration prior to releasing the individual back to the worksite. In the event a test is scheduled but not completed, the testing administrator shall document the reason and report same to the third party case administrator. In addition, if the individual to be tested is on the site the individual must be tested, failure to test will be reported as a refusal.

11.4 Data retention

Archiving by the testing administrator shall be done numerically, and sanitized of personal information. The test numbers will be included in the information disclosed to the third party case administration, and the third party case administration will maintain custody of that information (which can later be correlated to the data held by the test administrator if necessary).

All records are subject to audit.

Article 12.0 - Review of the decision of the third party case administration

- 12.1** There shall be an umpire(s) appointed for Alberta. The umpire shall be appointed by the Administrative Committee. An umpire shall be appointed for a term of 2 years and, at the completion of the term, the umpire may be reappointed for a further term(s) at the discretion of the Administrative Committee. Umpires shall be appointed on the basis of their expertise in the field of client care and are expected to apply that expertise to the matters that come before them.
- 12.2** All differences between the third party case administration and the participant worker or the union on the participant worker's behalf regarding the interpretation, application, operation or an alleged violation of these Procedural Rules, shall be settled expeditiously as provided herein.
- 12.3** When a participant worker, or union on behalf of the participant worker, requests a review, he or she shall file a completed appeal form with the secretary of the Administrative Committee.
- 12.4** Notice of the review shall promptly be sent by the Administrative Committee to the parties affected by the dispute, and the parties shall be advised of the 5 working-day limit for responding with written submissions.
- 12.5** The umpire shall, upon referral of a review from the Administrative Committee, decide all questions and matters arising from the application of these Procedural Rules, the participant worker's status in RSAP, and all related differences arising from participant contractors, unions and participant workers.
- 12.6** The umpire shall set a hearing date as early as possible, but within 10 days of referral of a review from the Administrative Committee. Proceedings shall be conducted in an informal manner that recognizes the urgent nature of a participant worker's status within RSAP and the need to provide an expeditious decision in the interests of the parties involved. All parties affected by the dispute shall be given notice of the hearing.
- 12.7** The umpire shall be independent of the parties and impartial between the parties. He or she shall treat the parties equally and fairly. At the hearing the umpire shall provide opportunity for all parties affected by a participant worker's classification within RSAP to be heard and to present evidence before rendering a decision. Respecting each application that refers a review to him or her, the umpire shall disclose to all parties affected by the application any circumstances of which he or

she is aware, or may become aware of during any proceedings, that may give rise to a reasonable apprehension of bias.

- 12.8** If, during the course of consideration of a review, the umpire should decide that there is a substantial and material question of fact that cannot be resolved on the basis of the available evidence, the umpire shall temporarily suspend deliberations and undertake such investigation as he or she deems necessary to gain any relevant facts and evidence bearing on the review. The results of the investigation shall be made available to the affected parties' subject only to the Umpires obligation to protect the privacy of the participant worker.
- 12.9** The umpire shall make his or her findings and decisions expeditiously. The umpire's decision shall be in writing, include reasons, and be as brief and concise as possible.
- 12.10** The umpire shall serve a copy of the findings and decisions on the parties involved in the dispute and file a copy of the findings with the Administrative Committee. The decision of the umpire shall be final and binding.
- 12.11** A filing fee of \$250 will be required in order to initiate a review. In the event the initiating party is successful, the filing fee will be reimbursed. Umpire costs associated with processing a review (net of the filing fee in the event the applicant party is unsuccessful) shall be shared equally between the Coordinating Committee of Registered Employers' Organizations on behalf of the participating contractor, and the participant union on behalf of the RSAP participant.
- 12.12** No party may tape or transcribe the proceedings. Any notes or other recording of the proceeding taken by the umpire are for his or her personal use only and shall not be available to the parties or constitute a formal record of the proceedings.
- 12.13** No party may have a lawyer prepare or make submissions, be they verbal or written, on a review before the umpire.
- 12.14** Subject to subsection (12.15), no award or proceeding of an umpire shall be questioned or reviewed in any court by application for judicial review or otherwise, and no order shall be made or process entered into or proceedings taken in any court, whether by way of injunction, declaratory judgment, prohibition, quo warrant or otherwise, to question, review, prohibit or restrain the umpire in any of his or her proceedings.

12.15 A decision, order, directive, declaration, ruling or proceeding of an umpire from which there is no appeal, may be questioned or reviewed by way of an application for judicial review, seeking an order in the nature of certiorari³ or mandamus⁴ if the originating notice is filed with the Court no later than 30 days after the date of the proceeding, decision, order, directive, declaration or ruling or reasons in respect of it, whichever is the later.

Article 13.0 - Administrative Committee

- 13.1** There shall be a maximum of 10 members of the Administrative Committee:
- 4 appointed by the Coordinating Committee of Registered Employers Organizations;
 - 4 appointed by the Alberta Building Trades Council;
 - 1 non-voting member appointed by the Construction Owners Association of Alberta;
 - 1 non-voting member appointed by the third party case administration.

Alberta Building Trades Council representatives and the Coordinating Committee of Registered Employers' Organizations' representatives shall be members or representatives of participating organizations.

Should there be a vacancy or vacancies on the Administrative Committee, a letter will be sent to the respective appointing body requesting an appointment be made.

In the event the appointing body does not make an appointment within 30 days of being requested to do so, a meeting will be called of participant contractors, participant unions or participant owners (as applicable) and the participants shall elect their representation on behalf of the appointing body.

- 13.2** The Administrative Committee shall appoint one member to act as both secretary to the Committee as well as the RSAP privacy officer.

³**Certiorari:** A writ of common law origin issued by a superior to an inferior court requiring the latter to produce a certified record of a particular case tried therein. The writ is issued in order that the court issuing the writ may inspect the proceedings and determine whether there have been any irregularities.

(“**Black’s Law Dictionary Fifth Edition, 1979**)

⁴**Mandamus:** This is the name of writ ... which issues from a court of superior jurisdiction, and is directed to a private or municipal corporation, or any of its officers, or to an executive administrative or judicial officer, or to an inferior court, commanding the performance of a particular act therein specified, and belonging to his or their public, official, or ministerial duty, or directing the restoration of the complainant to rights or privileges of which he has been illegally deprived...Mandamus has traditionally issued in response to abuses of judicial power. Thus, where a district judge refuses to take some action he is required to take or takes some action he is not empowered to take, mandamus will lie....The remedy of mandamus is a drastic one, to be invoked only in extraordinary situations...

(“**Black’s Law Dictionary Fifth Edition, 1979**)

- 13.3** The secretary to the Committee, or designate, shall be responsible for taking minutes of the proceedings of the Administrative Committee, receiving all complaints filed under articles 12.0 and 3.0 herein, and scheduling hearings and dates to hear same.
- 13.4** A quorum shall consist of 4 members, provided at least 2 appointed by the Coordinating Committee of Registered Employers' Organizations, and 2 appointed by the Alberta Building Trades Council are present. The decisions shall be determined by a majority vote unless otherwise provided for herein. Where all of the voting members are not present at a meeting, or if there is a vacancy, but a quorum exists, the Coordinating Committee of Registered Employers' Organizations and the Alberta Building Trades Council appointed members shall be entitled to cast an equal amount of votes allocated to the respective class of voting member, on all matters coming before the meeting.
- 13.5** Notice of a proposed amendment to the Rapid Site Access Program Procedural Rules must be circulated to the members of the Administrative Committee 10 working days prior to the meeting the party intends to introduce said proposed amendment.

In the event an amendment is proposed that has implications in respect to funding and/or budgetary considerations of the program, said amendments must be approved by the Coordinating Committee of Registered Employers' Organizations.

Article 14.0 –Savings Clause

- 14.1** If a provision of these Procedural Rules is in conflict with the laws or regulations of Canada or Alberta, such provisions shall be superseded by such law or regulation. Unless prohibited from doing so by such law or regulation, or by a ruling of any Court or Board of competent jurisdiction which has declared this provision of these Procedural Rules invalid or inoperable, the Administrative Committee, within 15 days' notice of either upon the other, shall commence negotiations, the sole and restricted purpose of which shall be to provide adequate legal replacement for such provision.

APPENDIX A – Definitions

Active (or “active status”): A participant worker is active if the third party case administration classifies that worker as active in accordance these Procedural Rules with particular reference to Articles 2, 4, and 8.

Alcohol: Any substance that may be consumed and that has an alcoholic content in excess of 0.5 per cent by volume. (Source: *Canadian Model*.)

Canadian Model: *Canadian Model for Providing a Safe Workplace: A best practice of the Construction Owners Association of Alberta*, as amended from time to time by review committees set up by the Construction Owners Association of Alberta.

Drugs: Includes any drug, substance chemical or agent, the use or possession of which is unlawful in Canada or requires a personal prescription from a licensed treating physician, any non-prescription medication lawfully sold in Canada and drug paraphernalia. (Source: *Canadian Model*.)

In compliance: Participant workers are in compliance if they adhere to the *Canadian Model* and any conditions that may have been set by the third party case administration.

Inactive: Any participant worker or worker who is not active in accordance these Procedural Rules with particular reference to Articles 2, 4, and 8.

Medical Review Officer (MRO): A licensed physician with knowledge of substance abuse disorders and the ability to evaluate an employee’s positive test results who is responsible for receiving and reviewing laboratory results generated by an employer’s drug testing program and evaluating medical explanations for certain drug test results. (Source: *Canadian Model*.)

Monthly test list: A list of participant workers subject to unscheduled testing sent from the third party case administration to the testing administrator on a monthly basis.

Participant contractor: Includes a contractor who, as provided for in a letter of understanding contained in one or more of the registered collective agreements to which the contractor is bound, is stipulated to RSAP. Alternatively a participant contractor could be a contractor who, with approval from the Coordinating Committee of Registered Employers’ Organizations enters into and maintains compliance with a voluntary participation agreement stipulating said contractor to RSAP.

Participant owner: A participant owner is an owner who provides written confirmation of the owner’s willingness to participate in RSAP.

Participant Site: A site of a participant owner for which the participant owner agrees to participate in RSAP.

Participant worker: A participant worker is a worker who has satisfied the opt-in procedures contained herein, and who is a member of one or more of the unions eligible to participate in RSAP.

Random sample: A computer-generated random sample drawn out of the pool of employed active participant workers on a monthly basis.

Site access: Access to a participant site at which a person performs or reports to perform work for a participant owner or participant contractor.

Sponsor: A member of a twelve step recovery program who is in recovery from his or her own condition, and mentors a participant worker in his or her recovery.

Stakeholder: Any participant contractor, union, participant worker, participant owner, service provider, and/or any other individual or organization involved in the implementation and administration of RSAP.

Substance abuse expert (SAE): A licensed physician; a licensed or certified social worker; a licensed or certified employee assistance expert; or an alcohol and drug abuse counsellor. He or she has received training specific to SAE roles and responsibilities, has knowledge of and clinical experience in the diagnosis and treatment of substance abuse-related disorders, and has an understanding of the safety implications of substance use and abuse. (Source: *Canadian Model*.)

Test (or testing): Testing refers to testing in compliance with the *Canadian Model*, including Appendix A – Alcohol and drug testing procedures. In certain occasions at the discretion of the SAE alternative testing may be prescribed as contemplated in Article 9.0.

Third Party Case Administration: The organization contracted by Construction Labour Relations - an Alberta Association to perform the duties outlined in Article 8.

Union: An eligible union who, as provided for in a letter of understanding contained in one or more of the registered collective agreements to which the union is bound, is stipulated to RSAP. Unions traditionally affiliated with the Alberta Building Trades Council are eligible to participate in RSAP.

Worker: An individual who is eligible to opt into RSAP.

APPENDIX B - Participant worker voluntary participation agreement

The Rapid Site Access Program (RSAP) is established to help provide a safe workplace free from risks associated with alcohol and other drug misuse. RSAP is intended to replace redundant site access testing for referral to all jobs where the participant contractor and participant owner agree to participate in the RSAP. In return for not having to undergo site access testing, the signatory participant worker agrees to accept the terms of the voluntary random testing program established by the RSAP Administrative Committee.

Prior to admittance into the program, the worker must provide to the third party case administration alcohol and drug results from a test laboratory approved by third party case administration, taken within the previous 90 days. Alternatively, if the applicant is currently employed by a participant contractor on a site that required a site access testing order to qualify for access to that site, said applicant may request his or her employer submit that test to the third party case administration on his or her behalf.

While it is intended that RSAP become accepted industry-wide, currently RSAP is only effective where both the referring participant contractor and participant owner agree to participate in and be bound by the RSAP Procedural Rules.

RSAP will be administered by a third party case administration, testing administrator, SAE team, and treatment team who are hereby authorized to keep relevant records, disclose personal information to approved stakeholders, and manage and administer the random drug testing, as well as, if applicable, the assessment, treatment and aftercare segments of the system. The third party case administration, testing administration, SAE team and treatment team are subject to the Procedural Rules.

RSAP supplements the *Canadian Model*, which remains in effect.

The participant worker will be taken off active status in RSAP if any of the following occur:

- A refusal to test when required,
- A test sample has been tampered with by the individual tested, or
- A positive test result occurred for either drugs or alcohol on any requested test.

Any decision to take a participant worker off active status is final and is subject to limited review only as provided for in the Procedural Rules. Reactivation will be the decision of the third party case administration and may be subject to certain conditions being met.

Participant workers in compliance with RSAP, who are not currently employed by a participating participant contractor, may opt out of RSAP by making their request in writing and submitting it to the third party case administration. Participant workers not in compliance with RSAP, who are currently employed by a participating participant contractor and/or who are signatory to a return-to-work agreement with third party case administration, shall not be permitted to opt out of the program. A participant worker who is no longer a participant in the RSAP will revert to any existing rules for dispatch with respect to site access testing.

I _____ having read the above and agree that I fully understand the above conditions, hereby apply for admittance into the RSAP. I hereby agree to be bound by the conditions that are established from time to time with respect to my remaining in the RSAP and such conditions as are necessary for the administration and operation of RSAP. I understand that my request to enter RSAP is made voluntarily and of my own free will. I understand the use of my UNIQUE IDENTIFIER shall be for the sole purpose of assigning each RSAP applicant/participant a unique RSAP ID Number, and my UNIQUE IDENTIFIER shall not be disclosed to any party thereafter. I agree to the release and use of my personal information that is reasonably necessary for RSAP administration as between my union, the third party case administration, service providers, third party auditors, participant employers and testing facilities. I understand that my union has agreed to my entering into this agreement

Date

Applicant Signature

APPENDIX C - Testing Levels and Methods for Oral Fluid Random Drug Tests prescribed pursuant to 8.6

An RSAP Participant shall not report to work or work with a drug level equal to or in excess of the concentrations set out below:

Initial Test Cutoff Concentration

As per the device manufacturer and laboratory recommendations.

Confirmatory Test Cutoff Concentration

| Target Analyte | (ng/mL, as received) |
|-----------------------|-----------------------------|
| THC Parent drug | 2 |
| Cocaine* | 8 |
| Opiates: | |
| Morphine | 40 |
| Codeine | 40 |
| MAM | 4 |
| Phencyclidine | 10 |
| Amphetamines: | |
| Amphetamine | 50 |
| Methamphetamine | 50 |
| MDMA | 50 |
| MDA | 50 |
| MDEA | 50 |

*Cocaine or Benzoylcegonine

The above confirmatory test cut-off concentrations reflect levels recommended by the United States Department of Health and Human Services (HHS). Should HHS adopt revised recommended confirmatory cut-off levels, these RSAP Procedural Rules will adopt the updated levels unless by majority vote the RSAP Administrator Committee decides to do otherwise.

APPENDIX D - Procedural Rules for Case Managed Non-RSAP Participant Workers

For those workers who are not participants in RSAP but who are receiving Case Management Services from the third-party case administrator as a result of a violation of the Canadian Model, the RSAP Procedural Rules will be applicable with the following exceptions:

1. RSAP enrollment;
2. Random testing as per RSAP;
3. Access to a work site without the requirement for a pre-access test; and
4. Options for opting-out of RSAP.

Employer Obligation

Immediately following a violation of the Canadian Model, but in any event no more than 10 calendar days following a violation the employer must complete and submit the Alcohol & Drug Policy Violation Referral Form. In the event the employer, or potential employer in the circumstances of a failed pre-access test, does not submit the referral form in a timely manner, and the employee, or potential employee, is denied funding for an Assessment solely due to being outside the required time periods as per the applicable program eligibility criteria (CEFAP, BEAP, ECAA A/D Assistance) the employer shall be responsible for funding the Assessment.

Random Oral Fluid Drug Collection Procedures

- 1.** The donor is the person providing their oral fluid for the purposes of a drug test.
- 2.** The donor is informed of the requirement to test in private and escorted to the mobile testing unit for the purpose of providing an oral fluid specimen.
- 3.** The collector must establish the identity of the donor. Photo identification is preferable. Positive identification by a company representative who holds a supervisory position is acceptable.
- 4.** The donor must clear any foreign material from the mouth [e.g. food, gum, tobacco products, lozenges etc.]
- 5.** The collector observes donor for a minimum of 10 minutes prior to providing the specimen. Donor may not eat, drink, smoke or put anything in their mouth during the observed waiting period.
- 6.** The collector checks and records the lot number and expiration date of the device.
- 7.** In the presence of the collector, the donor opens sealed device and specimen is collected according to the manufacturer's specification.
- 8.** The collected specimen should be kept in view of the donor and the collector at all times prior to it being sealed and labeled for shipment to laboratory.
- 9.** Using the chain of custody form (CCF) labels, the specimen is labeled specimen A. If a second oral fluid specimen is to be collected, steps 6 through 8 should be repeated and the second specimen should be labeled specimen B.
- 10.** In the presence of the donor, the collector places tamper evident label/seal across each tube, records date, and has donor initial the seals on the specimen tube(s).
- 11.** An appropriate CCF is completed by the collector.
- 12.** The collector notes on the CCF any unusual donor behaviour.
- 13.** Collector asks donor to read and sign statement on CCF certifying that the specimen identified as having been collected from him/her, and to complete donor contact information.
- 14.** Collector must sign CCF.
- 15.** After all the above is completed, specimen remains in the collector's custody or in secure temporary storage until shipped to the laboratory.
- 16.** Collector sends appropriate copy of CCF and vial(s) in tamper evident mailing pack provided by manufacturer.