

# PROCEDURES, RULES AND ELIGIBILITY

As at January 1, 2021

An initiative by
Boilermaker Contractors' Association
Construction Labour Relations – An Alberta Association
Electrical Contractors Association of Alberta

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(acronyms referenced on Appendix A)

Intent: The CMAC Procedures, Rules & Eligibility have been documented by the REOs to provide CMAC guidance to stakeholders. This document is an evergreen document and will be consistently reviewed and updated by the REO's as legislation, the Canadian Model, collective agreements or worksite needs require.

### (A) What is CMAC?

CMAC is an initiative of the REO's that provides case managed aftercare support to eligible workers when an A&D violation has occurred. CMAC is the facilitation and confirmation of compliance with treatment recommendations stemming from a violation of the *Canadian Model* or an A&D Policy.

The web application for the RSAP program found at <a href="www.rsap.ca">www.rsap.ca</a> has been further developed to encompass the provision of CMAC services to provide enhanced worker privacy.

Case Managers provide objective services specifically designed to support the worker to maintain not only their safety but the safety of those around them on safety-sensitive worksites. The TPCA, under contract to the REO's, provides the CMAC services.

#### CMAC is supportive and tailored to the worker.

• In situations where there has been a refusal or positive A&D test, self-help request or breach of an A&D policy, CMAC delivers a supportive suite of counseling, treatment, educational and aftercare services. With CMAC there are no predetermined outcomes.

# CMAC is delivered by professionals who have expertise in areas including but not limited to:

- Mental Health, Psychology, Social Work,
- Specialized Addictions Case Managed Aftercare,
- Relapse Prevention Aftercare,
- Occupational Health and Safety,
- Substance Abuse Expert Assessment, Recommendations and Treatment including:
  - o Bridge & Inpatient Readiness Counselling;
  - o Inpatient Treatment;
  - o Intensive Outpatient Treatment;
  - o Sober Living Facilities;
- Employee and Family Assistance Plans and Counseling,
- Complex Medical Evaluations, and
- Alcohol and Drug testing (collection, laboratory based testing, and medical review officer analysis).

# (B) How and Who is CMAC Applicable to?

- Arises in respect to a breach of the *Canadian Model* or a referral pursuant to 4.2.4(d)(iii) of the *Canadian Model* or an applicable A&D Policy. Diagnoses and recommendations of the SAE Assessment will be shared with the TPCA.
- 2) All workers dispatched and/or employed under one of the Alberta Provincial General Construction Sector (also referred to as ICI agreements) or General Presidents' Maintenance Committee or National Maintenance Council Collective Agreements or any other collective agreement agreed to by the participating parties containing the requirement or "Letter of Understanding Re: Referral for Case Managed Aftercare".

# (C) How is Eligibility for CMAC Provided?

A worker that meets one or more of the below criteria:

- (i) A worker on whose behalf a Participating Contractor in good standing has made timely remittances pursuant to a collective agreement or voluntary participation agreement with CMAC and is included on the A&D Eligibility Lists.
- (ii) A worker whom the respective REO has confirmed to TPCA as eligible.

# (D) What is Required to Determine Worker Eligibility

- 1) To determine eligibility, information establishing the worker's contractor or the contractor to whom the worker was dispatched, the collective agreement pursuant to which the worker was dispatched, and the date of the violation is required and received via the electronic referral form ("referral e-form") completed and submitted by the participating contractor at the appropriate REO website.
- 2) The worker required to participate in CMAC shall provide to TPCA each of the following pieces of evidence that the worker has access to:
  - (i) A dispatch slip, indicating the participating union, participating contractor, applicable collective agreement (sector & trade) to which the worker seeking CMAC was dispatched, and the work start date.
  - (ii) A copy of the "Drug Testing Custody and Control Form" referred to in Appendix A, section II, of the *Canadian Model*, indicating the date on which the test sample was collected, or the result issued.
- 3) An eligible worker who had an SAE Assessment conducted under an REO program will qualify for CMAC service if:
  - (i) The REO has received worker data and remittance payment for that worker prior to a violation, or in the case of a site access failure or a violation that occurs within approximately the first 30 days of employment, the month following the violation. Workers will qualify for CMAC benefits and remain on the A&D Eligibility lists for approximately 5 months following receipt by data and payment. Eligibility will

- be confidentially determined from the A&D Eligibility lists compiled by the respective REO for use by the TPCA.
- (ii) A worker that has recently come into the employ of a CMAC participating contractor and requires access to services within the first 6-8 weeks of employment and does not show on the A&D Eligibility lists, may be required to provide TPCA with the name of that worker's contractor and the collective agreement under which that worker is employed. To provide further assistance, a worker may also provide a copy of their dispatch slip, payroll slip or a worker ID badge. The REO may seek the assistance of the contractor to generate an interim employee data table. This interim table will be provided directly to the TPCA for confidential verification of eligibility.
- (iii) A worker will not be eligible for CMAC services if the subject contractor is in arrears in respect to remittances or worker data until those arrears are cleared. In the event it is data arrears, the worker will not gain eligibility until the beginning of the month following the date the data is brought current, as this is when the next current A&D Eligibility Lists are generated.
- (iv) A worker who has self-funded their SAE Assessment with SAET and requires services offered by CMAC may be eligible for funding of services if they meet the established criteria.

## (E) Responsibilities of Participating Contractor

- 1) For Bargaining Unit Workers affected by a Collective Agreement or a Voluntary Participation Agreement, Participating Contractor shall:
  - (i) When required to do so by a collective agreement, make timely CMAC payments each month based on hours worked (+ GST) in the amount set from time to time by the REOs.
  - (ii) <u>For CLR Only</u>, enter worker data via import to <u>www.remap.clra.org</u>, to facilitate both generation of the remittance form and confidential determination of eligibility of workers seeking services.
  - (iii) Application for voluntary participation shall be filed with the respective REO and must be approved and in force prior to a violation for coverage to be effective.

#### 2) When a violation occurs for workers as described in (C)

- (i) Immediately following a violation, but in any event no more than <u>10 calendar days</u> following a violation, complete and submit the Alcohol & Drug Policy Violation Referral E-Form found at the respective REO website.
- (ii) In the event the Contractor, or potential Contractor in the circumstances of a failed site access test, does not submit the referral e-form and the worker, or potential worker, is denied funding solely due to being outside the required time periods referred to in the respective REO Eligibility Criteria OR CMAC Procedures, Rules & Eligibility, the Contractor may be responsible for funding all or a portion of CMAC costs. The cost as determined by "Pathways to Better Outcomes" and adjusted from time to time, will be invoiced by and payable to the respective REO.

- (iii) Upon submission of the A&D Violation Referral E-Form, the workers' union will receive notification of the date of violation, workers first and last name, ID# (when applicable or available) Local, trade and name of referring contractor/potential contractor.
- (iv) Upon submission of the A&D Violation Referral E-Form the worker status will be updated to inactive/ineligible for dispatch by the TPCA.

## (F) Responsibilities of the Worker in CMAC

Workers in breach of the *Canadian Model* or A&D Policy will be encouraged to enroll in RSAP, so they might benefit from the privacy RSAP provides. A decision not to enroll in RSAP 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 enrolls in RSAP following a breach of the *Canadian Model*, an enrolment test is not required. However, the TPCA must receive the SAE Assessment report and recommendations for the purpose of CMAC and entering into a RTW agreement.

In the event a worker in CMAC has a change in contact information, the worker shall contact the TPCA and advise of the changes in a timely manner.

A worker in CMAC shall neither be name hired nor dispatched while inactive/ineligible for dispatch.

# (G) Responsibilities of the Participant Union

The participant union supports the objective of ensuring workers are in compliance with the *Canadian Model* or an A&D Policy while at work and, if applicable, in compliance with return-to-work conditions set by the TPCA.

Unions approached by workers/members for self-help can refer the worker/member to the resources available through the TPCA via the A&D Violation Referral E-Forms.

The participant union shall not knowingly dispatch a worker "Inactive/Ineligible for Dispatch" to a participant site or a participant contractor, alleging they are eligible.

The participant union agrees to utilize the electronic dispatch process. On a daily basis, the participant union shall electronically upload the dispatches of the day for workers with a program ID# to <a href="https://www.rsap.ca">www.rsap.ca</a> for confirmation eligibility for dispatch.

In the event a participant union's contact information changes, the participant union shall contact the TPCA and respective REO and advise of the changes.

## (H) Responsibilities of the SAET

On referral from a participating contractor or union to TPCA and documentation being received from TPCA, the SAET will open a file for the referred participant worker.

Upon confirmation of eligibility and funding under the corresponding REO EFAP A&D Program, SAET will perform an SAE assessment for the referred worker.

All SAE assessments shall be conducted in accordance with the Canadian Model.

The SAE will assess the worker and set out a series of applicable recommendations relating to:

- Managing use and/or abstinence,
- Medical evaluation,
- Counselling,
- Treatment,
- Education,
- Returning to work,
- Sustaining recovery, and/or
- After-care conditions including recommendations pertaining to testing (return-to-work and/or follow-up).

The SAE shall disclose its recommendations to the TPCA. The SAE recommendations may, if appropriate, include testing outside the *Canadian Model* framework for the purposes of encouraging compliance with the SAE recommendations.

# (I) Responsibilities of the TPCA

The TPCA will provide service to a multi-union, multi-contractor workforce on safety sensitive construction site across the Province of Alberta, with some sites being quite remote. All TPCA team members will have a proficient understanding in the following:

- CMAC Procedures, Rules and Eligibility,
- The respective REO EFAP A&D Program Plan Rules and Eligibility Criteria,
- RSAP Procedural Rule,
- Current Canadian Model,
- Mental Health First Aid,
- www.rsap.ca.

#### Support for workers when a violation occurs - Step 1

- (a) The TPCA shall identify workers when a violation occurs, add their profile in <a href="www.rsap.ca">www.rsap.ca</a>, and adjust their status to inactive/ineligible for dispatch.
- (b) The worker, the workers' union, and the worker's current contractor will be notified of the change in status to inactive/ineligible for dispatch and, if applicable, the worker will be immediately removed from the work site (suspended temporarily pending assessment and investigation).
- (c) The TPCA shall maintain contact with the worker and refer him or her to the SAET for determination of eligibility for a SAE Assessment.

- (d) The TPCA shall send the SAET all pertinent information on the worker who is being referred for assessment.
- (e) Once the assessment is performed, the TPCA will receive recommendations from the SAET.
- (f) Upon receipt of the recommendations, the TPCA shall estimate how much time off, if any, the worker will require to comply with the recommendations and/or be in a position to return to work. If applicable, TPCA will contact the affected participant contractor to advise of the estimated time for the worker to return to active status and be able to RTW.
- (g) The TPCA shall manage the delivery of the recommendations with applicable treatment providers. The TPCA shall combine recommendations of various service providers and program experts as appropriate and, following the CMAC Procedures, Rules and Eligibility, map out a comprehensive program designed to support the worker's compliance with the *Canadian Model*.

#### Support for workers when a violation occurs - Step 2

- (a) Once the worker has met the required portion of their recommendations to return to safety sensitive work, TPCA shall draft and enter into a RTW agreement with the worker.
- (b) Once the RTW agreement is signed by the worker and TPCA, and the necessary conditions to enable the worker to RTW are successfully satisfied, the worker is classified as active.
- (c) The TPCA shall then send notification to the worker's union and affected contractor indicating the worker is active and can RTW. It is understood that the worker will be given the opportunity to RTW for the affected contractor if work is still available within the terms of the RTW agreement and if the worker is qualified to perform said work. This will be subject to the absence of other performance issues falling outside the scope of CMAC 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/restrictions identified by the TPCA, the worker shall be notified of said limitations/restrictions. The limitations/restrictions shall be set out in writing and sent to the contractor at the time of dispatch. The worker and the worker's contractor shall be advised of any changes to said limitations/restrictions.
- (e) The TPCA will continue to manage the delivery of CMAC until the worker has participated in fulfilling the necessary conditions and completed the term of the aftercare program. In managing the aftercare program, the TPCA will continue to monitor progress, receiving reports and recommendations from service providers.
- (f) The TPCA shall schedule return-to-work and follow-up tests with the testing administrator.

# Support for workers when a relapse or subsequent violation or non-compliance with their RTW agreement occurs - Step 3 (if applicable)

- (a) The TPCA will update the workers status to inactive/ineligible for dispatch in <a href="www.rsap.ca">www.rsap.ca</a>.
- (b) The TPCA will collect all pertinent information relating to the worker and send it to the SAET for consideration.
- (c) The TPCA will refer the worker to the SAET for the required assessment service.

- (d) Upon receipt of the SAE report, the TPCA will inform the worker of the recommendations and estimated time off the worker will require to comply with the recommendations and/or be in a position to RTW.
- (e) Where applicable, the TPCA will contact the affected contractor and advise of the estimated time.
- (f) The TPCA will manage the delivery of the recommendations with applicable treatment providers. The TPCA will combine recommendations of various providers and experts as appropriate, and following the CMAC Procedures, Rules and Eligibility, map out a comprehensive aftercare program, designed to support the worker's compliance with the *Canadian Model* or applicable A&D Policy.

#### **Unannounced follow-up testing**

- (a) The TPCA shall add the follow-up tests required for the month, forming part of the monthly test list for the testing administrator. This monthly test list shall include instructions relating to any variances to the testing procedure required for CMAC workers.
- (b) <u>www.rsap.ca</u> shall generate the monthly test list for provision to the testing administrator and include each CMAC worker's name and contact information, trade, current contractor and the applicable participant contractor profile to facilitate follow-up testing.
- (c) The TPCA will receive the test results and, if applicable, the MRO report, along with the test number.

#### Release from CMAC

Upon completion of all recommendations including but by not limited to PAC, follow-up testing, and condition time, the worker's file will be closed, and they will be released from CMAC.

# (J) Responsibilities of the Testing Administrator

#### Scheduling and facilitating collections

The testing administrator shall receive the monthly test list of all tests to be performed from <a href="https://www.rsap.ca">www.rsap.ca</a> only.

The testing administrator shall coordinate directly with the workers for the scheduling of the RTW tests.

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 individual of each participant contractor for whose workers tests will be conducted, and together they shall manage the logistics involved with the collection.

#### **Testing methods**

**RTW 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 TPCA prescribes a separate drug test tailored to the specific needs of the worker. In such circumstances, the TPCA will specify the method of testing required for the tailored test.

#### **Reporting results of substance tests**

The testing administrator shall disclose the MRO verified test result to both the worker and TPCA only. Where there is a positive breath alcohol result, or the worker fails to complete the collection process, the testing administrator shall report the non-negative result to the contractor and TPCA prior to releasing the worker back to the worksite. If the worker to be tested is on the site, the worker must be tested. Failure to test will be reported as a refusal. In the event a test is scheduled but not completed, the testing administrator shall document the reason and report same to the TPCA.

#### **Data retention**

The testing administrator will record all test results by ID#, sanitized of personal information. The record of results will be disclosed to the TPCA, and the TPCA will record those results to 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 by the REOs.

## (K) Privacy

The protection of personal information is important. 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 respective REO Privacy Officer.

CMAC stakeholders play an important role in protecting personal information. CMAC stakeholders are required to have their own policies in place to ensure compliance with all provincial and federal privacy legislation, adhere to the respective REO policy and take all reasonable steps to ensure that personal information is protected from unauthorized collection, use, disclosure and retention.

#### Collection

Personal information is collected by the TPCA relating to workers to administer CMAC. This personal information relating to each 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) SAE assessment and recommendations,
- (j) Treatment reports,
- (k) CMAC file,
- (I) Relevant medical information from attending physician, and
- (m) Other information reasonably necessary for administering CMAC.

Except when the worker consents to the collection of personal information from elsewhere or when permitted by law to collect it without the worker's consent, personal information relevant to CMAC administration may only be collected by the TPCA from the following:

- (a) Worker,
- (b) Workers union,
- (c) Worker's participating contractor,
- (d) 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 worker's compliance with RTW conditions,
- (g) Worker's attending physician or other healthcare professional as applicable,
- (h) TPCA,
- (i) Testing administrator,
- (i) SAET.

#### Use

A 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 worker will be contacted to obtain consent prior to that use.

#### **Disclosure**

In order to facilitate the CMAC program, the TPCA may disclose portions of a worker's personal information to CMAC stakeholders as appropriate.

A worker's personal information may only be disclosed by CMAC stakeholders to the worker and TPCA, unless otherwise required by law or these procedural rules.

Personal information collected through CMAC and held by CMAC stakeholders may only be disclosed in order to administer CMAC. 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.

#### Consent

In certain cases, a 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.

However, in other cases, explicit consent is required.

#### Retention

CMAC only retains personal information for as long as is necessary for the purposes outlined above. CMAC 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 CMAC by providing the TPCA with updated information when necessary. Information can be updated by contacting TPCA.

#### Access

Workers have the right to access the personal information retained about them. A worker can access his or her personal information by making a written request to the respective REO Privacy Officer. The Privacy Officer will provide the necessary forms or website link and assistance to make the request and obtain the information.

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

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

#### Accountability

CMAC applies its best efforts to protect the privacy of all participant workers. If a worker has any concerns, he or she is free to contact the applicable REO Privacy Officer. That Privacy Officer will endeavor to resolve any problems. If concerns are not resolved, that Privacy Officer shall provide the worker with information on challenging compliance.

#### **Challenging compliance**

Any:

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

who perceives that personal information retained by CMAC is managed in a manner inconsistent with CMAC 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. Investigations resulting in the need for program process adjustments or escalation will be reported appropriately, and void of personal information to ensure the protection of all involved.

If the organization or worker 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 continue to manage the complaint as per the requirements of Alberta's Privacy Information Protection Act (PIPA).

In the event the complainant(s) remains unsatisfied with the Privacy Officer's decision, a complaint may be filed with the Office of the Information and Privacy Commissioner of Alberta.

# (L) Confidentiality

- (i) The TPCA cannot advise any Contractor, Union Organization, REO representative, or any other worker, of the name of any worker who utilizes CMAC
- (ii) Eligible workers can be in CMAC confidentially.
- (iii) The only exceptions to this are where there is a legal requirement for disclosure, or written consent/signed Release of Information form has been obtained.

# (M) Funding of CMAC Services

(note: this is not an exhaustive list and may updated from time to time)

Service/Benefit	1 <sup>st</sup> A&D Violation with confirmation of eligibility	2 <sup>nd</sup> A&D Violation with confirmation of eligibility	Subsequent A&D Violations
Case Managed Aftercare & Administration	100%	100%	0%
Testing (RTW, Unannounced onsite or offsite)	100%	0%	0%

# **APPENDIX A – Acronyms and Definitions**

- A&D Alcohol & Drug
- BCACEAP Boilermaker Contractors of Alberta Employee Assistance Program
- Canadian Model Providing a Safe Workplace: A best practice of the Construction Owners Association of Alberta
- CMAC Case Managed Aftercare
- CEFAP Construction Employee & Family Assistance Program
- CLR Construction Labour Relations An Alberta Association
- ECAA-UECADAP Electrical Contractors of Alberta Unionized Electrical Contractors Alcohol & Drug Assistance Program
- EFAP Employee and Family Assistance Program
- MRO Medical Review Officer
- PAC Post Assessment Counselling
- RSAP Rapid Site Access Program
- REO Registered Employers Organization
- RTW Return to Work
- SAE Substance Abuse Expert
- SAET Substance Abuse Expert Team
- TPCA Third Party Case Administration

**Active (or "active status")**: A worker who is active in accordance these CMAC Procedures, Rules and Eligibility.

**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.

**Case Manager:** A professional with training, knowledge and experience in case managed after-care and substance abuse disorders. The case manager facilitates and confirms compliance with treatment recommendations, and provides supportive and objective case management services, including aftercare and RTW conditions recommended by the SAE, to support the worker and maintain the safety of the worker and those around him or her on a safety-sensitive work site. (Source: *Canadian Model.*)

**Drugs**: Includes any substance, chemical or agent that the use or possession of which is unlawful in Canada or requires a personal prescription or authorization from a licensed treating physician, or the use of which is regulated by legislation such as marijuana/ cannabis, or any other psychoactive substance, and any non-prescription medication lawfully sold in Canada, and drug paraphernalia. (Source: *Canadian Model*.)

**In compliance**: Workers are in compliance if they adhere to the *Canadian Model* and any conditions that have been set either by the SAET or TPCA.

**Inactive/Ineligible for dispatch**: A worker who is not active and not able to be dispatched in accordance these CMAC Procedures, Rules and Eligibility.

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

**Monthly test list**: A list generated on a monthly basis of workers employed by participant contractors on participant sites, that are subject to unannounced testing by the testing administrator.

**Owner**: An owner who has provided written confirmation of the owner's willingness to participate thereby allowing workers in CMAC to access their site when in compliance with their RTW agreement and listed as active status.

**Participant Contractor**: Includes a contractor or potential 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 CMAC. Alternatively, a participant contractor could be a contractor who enters and maintains compliance with a voluntary participation agreement stipulating said contractor to CMAC.

**Participant Site:** A site of a participating Owner thereby allowing workers in CMAC to access their site when in compliance with their RTW agreement and listed as active.

**Participant 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 CMAC. Unions traditionally affiliated with the Alberta Building Trades Council are eligible to participate in CMAC.

**Post Assessment Counselling:** treatment counselling following a SAE assessment, provided by a registered mental health professional with session content including, but not limited to, psychoeducation on substance use impacts, substance abuse counselling, as well as relapse prevention.

**Registered Employers Organization (REO):** An employers' association representing construction or maintenance employers in collective bargaining with building trades unions via voluntary recognitions or under an Alberta Registration Certificate issued to the REO.

**REO EFAP A&D Programs:** consisting of the BCABEAP, CEFAP & ECAA-UECADAP and the corresponding Plan Rules and Eligibility Criteria for each plan.

**Return to Work (RTW) Agreement**: An agreement between the worker and the TPCA which includes the workers aftercare recommendations as determined by their SAE assessment.

**Return to Work (RTW) Meeting:** A meeting held with the worker and their TPCA case manager to review and sign a RTW agreement.

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

**Stakeholder**: The REOs, on behalf of a participant contractor, participant union and any other organization involved in the implementation and administration of CMAC.

**SAE:** A licensed physician; a licensed or certified social worker; a licensed or certified psychologist, 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* 6.0(z))

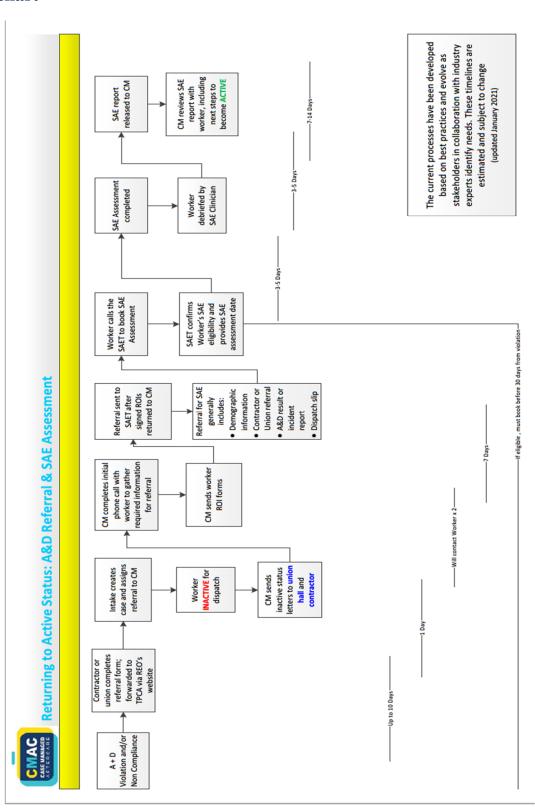
**SAET**: The organization contracted by the REOs to perform the duties outlined in (H).

**Test (or 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 **(H)**.

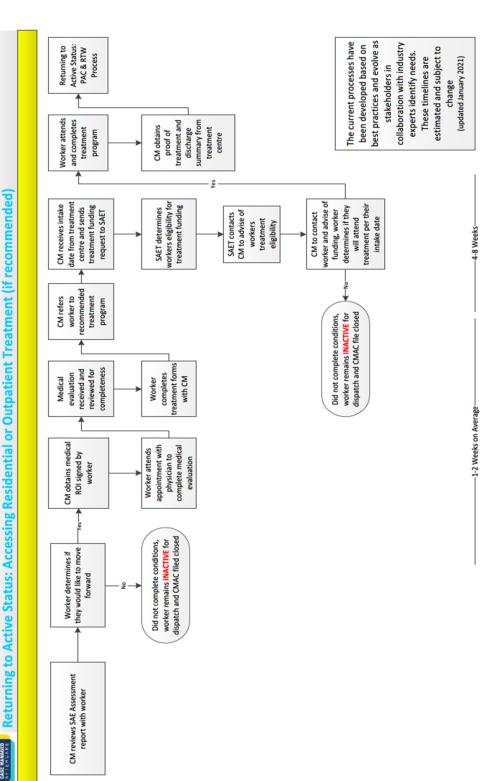
**TPCA:** The organization contracted by the REOs to perform the duties outlined in (I).

**Worker:** An individual that may be eligible for CMAC, is a member of one or more of the unions participating in CMAC and working under an Alberta Collective Agreement.

# APPENDIX B – Returning to Active Status: A&D Referral & SAE Assessment Flowchart

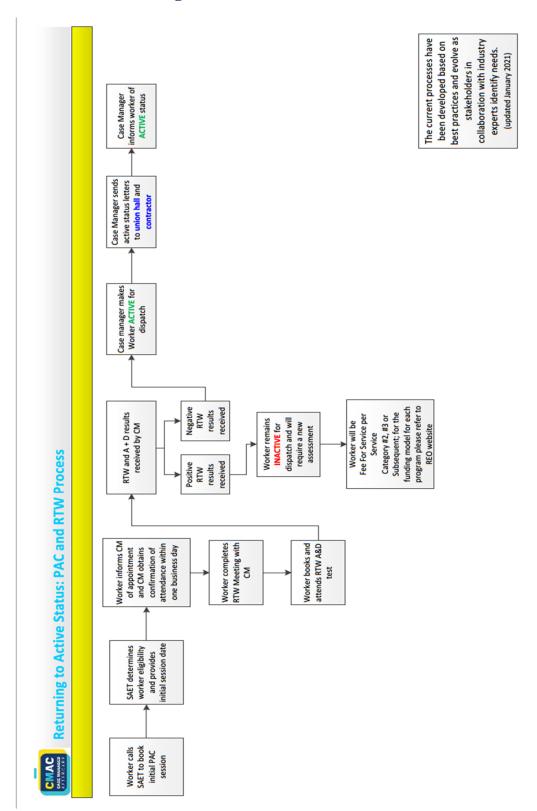


# **APPENDIX** C – Returning to Active Status: Accessing Residential or Outpatient Treatment Flowchart





# APPENDIX D - Returning to Active Status: PAC & RTW Flowchart



# APPENDIX E - Post Active Status: Uninterrupted Employment Flowchart

The current processes have been developed based on stakeholders in

collaboration with industry

experts identify needs. (updated January 2021)

best practices and evolve as

worker to advise released from CMAC and file CM contacts they are closed complete worker RELEASED Once all recommended PAC sessions, follow up testing and condition time is FROM CMAC Once both completed sessions with their attends their i.e. 12 required PAC Worker also counsellor CM monitors for dispatch and confirms it is a participating dispatch\* consecutive i.e. 24 completing i.e. 24 calendar months, up, unannounced negative follow Worker works dispatch for a participating on site tests Worker contacts CM immediately upon taking a new union dispatch

\*Participating dispatch means worker is working for a participating contractor and on a participating site



# **APPENDIX F – Post Active Status: Interrupted Employment Flowchart**

