



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

June 19, 2006

Amended in Accordance with these Procedural Rules February 5, 2009

Amended in Accordance with these Procedural Rules September 28, 2017

Amended in Accordance with these Procedural Rules June 30, 2021

***Amended in Accordance with these Procedural Rules January 1, 2025 - Section
4.3 Repealed and 4.6 Amended.***

Copyright © 2006

Table of Contents

Introduction	3
Background	3
A Closer Look at RSAP	4
Guiding principles	5
Procedural Rules	6
Article 1.0 - Purpose and scope	6
Article 2.0 - Basic policy	6
Article 3.0 – Privacy.....	7
Article 4.0 - Responsibilities of the participant worker.....	10
Article 5.0 - Responsibilities of the participant union	11
Article 6.0 - Responsibilities of the participant contractor.....	12
Article 7.0 - Responsibilities of the participant owner	13
Article 8.0 – Responsibilities of the REOs	13
Article 9.0 - Responsibilities of the TPCA	14
Article 10.0 - Responsibilities of the SAET	17
Article 11.0 - Responsibilities of the treatment team.....	18
Article 12.0 - Responsibilities of the testing administrator	18
Article 13.0 - Review of the decision of the TPCA.....	19
Article 14.0 - Administrative Committee	21
Article 15.0 –Savings Clause	22
APPENDIX A – Acronyms & Definitions	23
APPENDIX B - Participant worker voluntary participation agreement.....	26
APPENDIX C - Testing Levels and Methods for Oral Fluid Random Drug Tests prescribed pursuant to Clause 9.6	28
APPENDIX D - Procedural Rules for Case Managed Non-RSAP Participant Workers	29
APPENDIX E - Random Oral Fluid Drug Collection Procedures	30
APPENDIX F – RSAP Funding Model.....	31

Rapid Site Access Program

An alternative to site access testing

(acronyms referenced on Appendix A)

These rules are an evergreen document that will be reviewed, and updated as applicable, by the RSAP Administrative Committee as legislation, the *Canadian Model*, collective agreements or worksite needs require.

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, RSAP has been developed by key industry stakeholders as an integral component of an overall approach to safety and loss management. RSAP is an innovative voluntary program that is intended to be an alternative to site access testing. Owned by Construction Labour Relations – An Alberta Association and managed by TPCA on behalf of the REOs, RSAP helps to ensure compliance, expedites the dispatch process and, ultimately, improves safety performance. It is designed to support and supplement 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 A&D 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 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, EFAP, 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 eligible workers enter into an agreement with a TPCA before ever entering a work site.

Prior to joining RSAP, a worker must qualify by submitting to a pre-enrolment A&D test or by presenting a previous A&D test acceptable to the program. Once a worker has qualified, the worker will sign a voluntary participation agreement with the TPCA and will be ready to be dispatched to a participating site. While under contract, participant workers must maintain their RSAP active status by complying with the *Canadian Model*, and by continuing to participate in applicable random, RTW 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 participant 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 participant workers, the benefits include:

- Conforms to participant 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 participant 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 while expediting access to participant sites.
- Industry stakeholders understand that A&D work rules are more effective if they are implemented in a way that preserves the dignity and privacy of participant 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.
- Helps to increase participant worker confidentiality in their place of work and enhance participant worker privacy in relation to their union.
- Retaining the continuity of information through a centralized third party is necessary to reduce redundant testing, expedite access to participant sites and provide seamless CMAC to affected participant workers.
- Comprehensive professional TPCA 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 participant 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 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 participant 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*, as amended from time to time.
- 1.4 The RSAP Procedural Rules shall apply to all RSAP stakeholders, including all participant sites, participant workers, participant contractors, participant owners and participant 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 TPCA.
- 2.2 The TPCA will classify participant workers as being either active or inactive/ineligible for dispatch.
 - (a) Participant workers who are in compliance with **Clause 2.1** will be classified as active.
 - (b) Participant workers who are not in compliance with **Clause 2.1** will be classified as inactive/ineligible for dispatch.
- 2.3 The designation of inactive/ineligible for dispatch status is not intended to imply and shall not be deemed to imply the presence of an addiction, dependency, or an abuse of substances.

- 2.4** Subject to **Clause 4.6**, a participant union shall not knowingly dispatch an inactive/ineligible 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 TPCA 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 A&D testing as follows:
- (a)** Pre-enrolment, and
 - (b)** Re-Enrolment, and
 - (c)** Random,
- and when applicable:
- (d)** Return-to-work, and
 - (e)** Follow-up.
- 2.8** Testing will be performed by the testing administrator. The testing administrator shall report the results to the participant worker and the TPCA 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 participating contractor forthwith and indicate there is a non-negative result prior to releasing the participant worker back to the site. In addition, if the collection site person observes behaviour that raises concerns regarding that participant worker's ability to work safely, that participant worker's participating contractor will be contacted, and those concerns will be shared prior to releasing that participant worker 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 applicable Privacy Officer by contacting the applicable REO directly.

RSAP stakeholders play an important role in protecting personal information. RSAP stakeholders - including all participant sites, participant workers, participant contractors, participant owners and participant unions - are required to have their own policies in place to ensure compliance with all provincial and federal privacy legislation, adhere to the applicable REO 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 TPCA relating to participant workers 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) SAE 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 TPCA from the:

- (a) Participant worker,
- (b) Participant worker's union,
- (c) Participant worker's participating contractor,
- (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) TPCA,
- (i) Testing administrator,
- (j) Treatment team,
- (k) SAE team.

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 TPCA, unless otherwise required by law or these procedural rules.

In order to facilitate the program, the TPCA 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 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 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 to enroll in RSAP.

A participant worker who opts out of RSAP pursuant to **Clause 4.2**, has the right to withdraw consent for the TPCA's collection, use, retention, or disclosure of his or her personal information by providing written notice of said request to the applicable REO's 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 TPCA with updated information when necessary. Information can be updated by contacting TPCA.

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 applicable REO's 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 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 applicable REO 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 applicable REO Privacy Officer. That Privacy Officer will endeavour to resolve any problems. If concerns are not resolved, the respective 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 RSAP 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, void of personal information to ensure the protection of all involved, to the Administrative Committee at the next scheduled meeting of the committee.

If the participant organization or participant 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.

Article 4.0 - Responsibilities of the participant worker

4.1 Enrolling in RSAP

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

- (a) Completing the application via www.rsap.ca **OR** signing a completed application form,
- (b) Registering with the TPCA, and
- (c) One of the following:
 - (i) Submit to a pre-enrolment A&D test,
 - (ii) Providing results of an A&D 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 eligible worker is employed by a participant contractor on a site that required site access testing to qualify for access to that site, said eligible worker may request his or her participating contractor to confirm that is the case with the TPCA.

Confirmations must include documentation of the negative A&D 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 enroll in RSAP, so they might benefit from the privacy RSAP provides. A decision to not 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*, a pre-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.

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 TPCA for review. Upon receipt of said request, the TPCA shall review the request and, if the above is satisfied, shall take the participant 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 RTW agreement with the TPCA,
- shall not be permitted to opt out of the program.

4.3 Repealed

4.4 In the event a participant worker's contact information changes, the participant worker shall contact the TPCA 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/ineligible for dispatch.

Article 5.0 - Responsibilities of the participant union

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

5.2 The participant union shall register with the TPCA and shall inform the TPCA of any changes to the information collected on the registration form.

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

- 5.4 The participant union supports the objective of ensuring participant workers are in compliance with the *Canadian Model* while at work and, if applicable, in compliance with return-to-work conditions set by the TPCA.
- 5.5 If the participant union is notified that one of its workers/members is interested in enrolling in RSAP, the participant union shall assist the worker/member in satisfying the requirements of enrollment into the program.
- 5.6 Unions approached by participant workers for self-help shall refer the participant workers to the resources available through the TPCA.
- 5.7 The participant 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 participant union shall not knowingly dispatch an inactive/ineligible for dispatch participant worker to a participant site or a participant contractor, alleging they are active.
- 5.9 The participant union agrees to utilize the electronic dispatch process. On a daily basis, the participant union shall electronically upload the RSAP dispatches of the day to www.rsap.ca for confirmation of active status.
- 5.10 Participant unions shall upload the daily additions to their respective “RSAP Out of Work lists” to www.rsap.ca 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 TPCA and respective REO and advise of the changes.

Article 6.0 - Responsibilities of the participant contractor

- 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 TPCA.
- 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 at www.rsap.ca 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 TPCA.
- 6.6 In the event a participant contractor's contact information changes, the participant contractor shall contact the TPCA and applicable REO and advise of the changes.

Article 7.0 - Responsibilities of the participant owner

- 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 respective REO and advise of the changes.

Article 8.0 – Responsibilities of the REOs

8.1 Registering participant contractors

- (a) The affiliated REO collects participant contractor information and updates www.rsap.ca.
- (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.

8.2 Registering participant unions

- (a) The affiliated REO collects union registrations and updates www.rsap.ca.
- (b) Profiles shall include the full legal name of the participant 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.

8.3 Registering participant owners

- (a) The REOs collect participant owner registrations, presents them to the Coordinating Committee for acceptance 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 REOs shall send out a notice to each participant owner to review and where applicable update information contained in the profile.

Article 9.0 - Responsibilities of the TPCA

9.1 Participant contractors

- (a) 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.
- (b) On an annual basis, the TPCA shall send out a notice to each participant contractor to review and where applicable update information contained in the profile.

9.2 Participant unions

- (a) Profiles shall include the full legal name of the participant 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.
- (b) On an annual basis, the TPCA shall send out a notice to each participant union and invite the participant union to update information contained in the profile.

9.3 Processing the participant worker enrollment

- (a) The TPCA collects voluntary participation applications:
 - (i) Directly from eligible workers requesting to enroll in RSAP, or
 - (ii) Indirectly from the eligible worker's participating union or participating contractor, where the eligible worker has filed the application with the participating union or participating contractor.
- (b) Upon receipt of an application for voluntary participation, the TPCA shall confirm eligibility to participate by administering and/or ensuring the satisfactory completion of enrollment requirements stipulated in Article 4.1 above. In the event the eligible worker has a prior dispatch restriction with the participant union relating to an A&D issue, registering for RSAP does not override such restriction. In such situations, the participant union may refer such conditions to the TPCA who shall manage that file on the participant union's behalf.
- (c) When the TPCA is satisfied that all enrollment requirements have been met, the TPCA will confirm the eligible worker is now a participant worker in RSAP and maintain their profile.
- (d) Letters will be sent by the TPCA to the participant union informing the participant union of new participant workers.

9.4 Confirmation of status

Upon receipt of the RSAP dispatches of the day, www.rsap.ca 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.

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

- (a) On a monthly basis, a random draw will be performed via www.rsap.ca on the employed participant worker list at the percentage set by the Administrative Committee for the purpose of obtaining a random draw.
- (b) Once the random pool has been generated, the TPCA 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 a participant worker.
- (c) www.rsap.ca shall disclose the monthly test list to the testing administrator monthly.
- (d) www.rsap.ca shall send the monthly test list to the testing administrator and include each participant worker's name and contact information, trade, current participating contractor, 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 TPCA shall direct the testing administrator to arrange for the tests to be performed.
- (f) Once the drug test results are available from the testing administrator, the TPCA will receive the test results and MRO report, along with the test number. Alcohol test results will be sent directly to the TPCA 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 automatically carried forward to the next month's list until the test is completed OR 6 unsuccessful tests have been attempted. When 6 tests have been unsuccessfully attempted, the participant worker is automatically removed from the list and placed into the random pool.
- (h) In the event an onsite follow-up test is not completed because the worker was absent from site, the test shall be scheduled accordingly:
 - (i) For workers with an SAE diagnosis of dependence: an offsite test shall be scheduled directly with the participant worker in the following month.
 - (ii) For workers with an SAE diagnosis of Abuse or a finding of Harmful Use: the onsite test will be carried forward unless the testing administrator visits the site later in the same month.

The TPCA shall update each participant worker's file accordingly.

9.6 Support for participant workers when a violation occurs - Step 1

- (a) The TPCA shall identify participant workers when a violation occurs and adjust their status to inactive/ineligible for dispatch.
- (b) The participant worker, the participant workers' union, and the participant worker's current participating contractor will be notified of the change in status to inactive/ineligible for dispatch and the participant worker removed

from the work site (suspended temporarily pending assessment and investigation).

- (c) The TPCA shall maintain contact with the participant worker and refer him or her to the SAET for assessment.
- (d) The TPCA shall send the SAET all pertinent information on the participant 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 participant worker will require to comply with the recommendations and/or be in a position to return to work. The TPCA will, if applicable, contact the affected participant contractor to advise of the estimated time for the participant worker to return to active status and be able to return to work.
- (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 CMAC Procedures, Rules & Eligibility, map out a comprehensive program designed to support the participant worker's compliance with the *Canadian Model*.

9.7 Support for participant workers when a violation occurs - Step 2

- (a) If applicable and at the appropriate time, the TPCA shall draft and enter into a RTW agreement with the participant worker.
- (b) Once both the participant worker and the TPCA agree to and sign the RTW agreement; and the necessary conditions to enable the participant worker to return to work are successfully satisfied, the participant worker is classified as active.
- (c) When the RTW agreement is signed, and the necessary conditions to enable the participant worker to return to work are successfully satisfied, the TPCA shall send notification to the participant worker's union and affected participant contractor 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 affected participating contractor if work is still available within the terms of the RTW agreement and if the participant worker is qualified to perform said work.¹
- (d) In the event there are work-related limitations and restrictions identified by the TPCA, the participant worker shall be notified of said limitations. The limitations shall be set out in writing and sent to the participant contractor at the time of dispatch. The participant worker and the participant's contractor shall be advised of any changes to said limitations and restrictions.
- (e) The TPCA will continue to manage the delivery of CMAC until the participant worker has participated in fulfilling the 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.

¹Subject 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.)

- (f) The TPCA shall schedule return-to-work and follow-up tests with the testing administrator.
- 9.8 Support for participant workers when a relapse or subsequent violation or non-compliance with their return to work agreement occurs - Step 3 (if applicable)**
- (a) TPCA will collect all pertinent information relating to the participant worker and send it to a SAET for consideration.
 - (b) The TPCA will refer the participant worker to said SAET for reassessment. Where practical, the TPCA 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 TPCA will consider the findings of the SAE and make a determination based on the SAE's recommendations.
- 9.9** Upon receipt of the recommendations, the TPCA 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 TPCA will contact, where applicable, the affected participant contractor and advise of the estimated time.
- 9.10** 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 CMAC, map out a comprehensive aftercare program, designed to support the participant worker's compliance with the *Canadian Model*.
- 9.11 Processing the participant worker opt-out procedure**
- (a) The TPCA shall administer the opt-out procedure in accordance with **Clause 4.2** above.
 - (b) The TPCA shall send a letter to the former participant worker's union indicating the worker is no longer an RSAP participant worker.

Article 10.0 - Responsibilities of the SAET

- 10.1** On referral from a participating contractor to TPCA and documentation being received from TPCA, the SAET will open a file for the referred participant worker.
- 10.2** Upon confirmation of eligibility and funding model under the corresponding REO EFAP A&D Program, SAET will perform an SAE assessment for the referred participant worker.
- 10.3** All SAE assessments shall be conducted in accordance with the *Canadian Model*.

- 10.4** The SAE will assess the participant worker and set out a series of applicable recommendations relating to:
- (a) Managing Use and/or Abstinence,
 - (b) Medical Evaluation,
 - (c) Counselling,
 - (d) Treatment,
 - (e) Education,
 - (f) Return to work,
 - (g) Sustaining recovery, and/or
 - (h) After-care conditions including recommendations pertaining to testing (return-to-work and/or follow-up).
- 10.5** The SAE shall disclose its recommendations to the TPCA.
- 10.6** The SAE recommendations may, if appropriate, include testing outside the *Canadian Model* framework for the purposes of encouraging compliance with the SAE recommendations.

Article 11.0 - Responsibilities of the treatment team

- 11.1** On referral from the TPCA, the treatment team will deliver the treatment as prescribed by the TPCA.
- 11.2** The treatment team will disclose the participant worker's progress to the TPCA only and make recommendations to the TPCA pertaining to the participant worker's after-care and return-to-work conditions.

Article 12.0 - Responsibilities of the testing administrator

12.1 Scheduling and facilitating collections

The testing administrator shall receive the monthly test list of all tests to be performed from www.rsap.ca only.

The testing administrator shall coordinate directly with the participant workers for the scheduling of the pre-enrolment, re-enrollment and, for participant workers in CMAC, return-to-work 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 contact of each participant contractor for whose participating workers tests will be conducted, and together they shall manage the logistics involved with the collection.

12.2 Testing methods

Random drug testing shall be conducted in accordance with Appendix C herein. Random alcohol testing, pre-enrolment and re-enrolment testing, and for participant workers in CMAC, return to work 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 participant worker. In such circumstances, the TPCA will specify the method of testing required for the tailored test.

12.3 Reporting results of A&D tests

The testing administrator shall disclose the MRO verified test result to both the participant worker and TPCA only. Where there is a positive breath alcohol result, or the participant worker fails to complete the collection process the testing administrator shall report the non-negative result to the participating contractor and TPCA prior to releasing the participant worker back to the worksite. If the participant worker to be tested is on the site, the participant 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.

12.4 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.

Article 13.0 - Review of the decision of the TPCA

- 13.1** 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 based on their expertise in the field of client care and are expected to apply that expertise to the matters that come before them.
- 13.2** All differences between the TPCA and the participant worker, or the participant 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.
- 13.3** When a participant worker, or participant 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.
- 13.4** Notice of the review shall promptly be sent by the Secretary of 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.
- 13.5** 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, participant unions and participant workers.

- 13.6** 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.
- 13.7** 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.
- 13.8** 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 umpire's obligation to protect the privacy of the participant worker.
- 13.9** 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.
- 13.10** 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.
- 13.11** A filing fee of \$250 will be required 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 REOs on behalf of the participating contractor, and the participant union on behalf of the participant worker.
- 13.12** 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.
- 13.13** No party may have a lawyer prepare or make submissions, be they verbal or written, on a review before the umpire.
- 13.14** Subject to **Clause 13.15**, 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.

- 13.15** 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 14.0 - Administrative Committee

- 14.1** There shall be a maximum of 10 members on the Administrative Committee:
- 4 appointed by the Coordinating Committee of REOs;
 - 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 TPCA.

Alberta Building Trades Council representatives and the Coordinating Committee of REOs' 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.

- 14.2** The Administrative Committee shall appoint one member to act as both Secretary to the Committee as well as the RSAP Privacy Officer.
- 14.3** 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 13.0 and 3.0** herein, and scheduling hearings and dates to hear same.

("Black's Law Dictionary Fifth Edition, 1979

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.

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...)

- 14.4** A quorum shall consist of 4 members, provided at least 2 appointed by the Coordinating Committee of REOS, 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 REOs and the Alberta Building Trades Council appointed members shall be entitled to cast an equal number of votes allocated to the respective class of voting member, on all matters coming before the meeting.
- 14.5** Notice of a proposed amendment to the RSAP 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 REOs.

Article 15.0 –Savings Clause

- 15.1** 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 – Acronyms & Definitions

- A&D - Alcohol & Drug
 - BCABEAP - 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
 - CCF – Chain of Custody Form
 - ECAA-UECADAP - Electrical Contractors of Alberta Unionized Electrical Contractors Alcohol & Drug Assistance Program
 - EFAP - Employee and Family Assistance Program
 - MRO - Medical Review Officer
 - 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”): An RSAP participant worker is active if the TPCA classifies that participant worker as active in accordance with these Procedural Rules with particular reference to **Articles 2.0, 4.0, and 9.0**.

Alcohol: Any substance that may be consumed and that has an alcoholic content in excess of 0.5 percent 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 CMAC 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 return-to-work conditions recommended by the substance abuse expert, 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 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*.)

Eligible Worker or Worker: An individual eligible to enroll in RSAP.

In compliance: RSAP participant workers are “in compliance” if they adhere to the *Canadian Model* and any conditions that may have been set by the TPCA.

Inactive/ineligible for dispatch: Any RSAP participant worker who is not active in accordance these Procedural Rules with particular reference to **Articles 2.0, 4.0, and 9.0**.

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 participating contractor’s drug testing program and evaluating medical explanations for certain drug test results. (Source: *Canadian Model*.)

Monthly test list: A list randomly generated by www.rsap.ca on a monthly basis from a pool of participant workers employed by participant contractors on participant sites, that are subject to unannounced testing by the testing administrator.

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. Contractor also refers to employer or potential employer.

Participant owner: A participant owner is an owner who provides a completed enrolment form confirming 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 an eligible worker who has satisfied the enrolment procedures contained herein, and who is a member of one or more of the unions eligible to participate in RSAP.

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 RSAP. Unions traditionally affiliated with the Alberta Building Trades Council are eligible to participate in RSAP.

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

Registered Employer Organizations (REO’s): an employers’ association representing construction or maintenance employers that are party, as provided for in a letter of understanding contained in one or more of the registered Alberta collective agreements to which the REO is bound, is stipulated to RSAP.

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 worker 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, participant union, participant worker, participant owner, third party 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 psychologist, a licensed or certified employee assistance expert; or an A&D 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)*.)

Substance Abuse Expert Team (SAET): The organization contracted by the REO's to perform the duties outlined in **Article 9.0**.

Test (or testing): Testing refers to testing in compliance with the *Canadian Model*, including Appendix A – testing procedures. In certain occasions at the discretion of the SAE alternative testing may be prescribed as contemplated in **Article 10.0**.

Third Party Case Administration (TPCA): The organization contracted by the REO's to perform the duties outlined in **Article 9.0**.

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 eligible worker must provide to the Third Party Case Administration (TPCA), Alcohol and Drug (A&D) results from a test laboratory approved by TPCA, taken within the previous 90 days. Alternatively, if the worker 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 worker may request his or her participating contractor submit that test to the TPCA on his or her behalf.

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

RSAP will be administered by a TPCA, testing administrator, Substance Abuse Expert (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 after-care segments of the system. The TPCA, 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 participant worker tested, or
- A positive test result occurred for either alcohol or drugs 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 TPCA and may be subject to certain conditions being met.

Participant workers in compliance with RSAP, who are not currently employed by a participant contractor, may opt-out of RSAP by making their request in writing and submitting it to the TPCA. Participant workers not in compliance with RSAP, who are currently employed by a participating contractor and/or who are signatory to a Return to Work (RTW) agreement with TPCA, shall not be permitted to opt-out of the program. A former 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 enrolment into RSAP. I hereby agree to be bound by the RSAP Procedural Rules that are established and updated from time to time with respect to my remaining in RSAP and that these Procedural Rules 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 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 TPCA, service providers, third party auditors, participant contractors and testing facilities. I understand that my union has agreed to my entering into this agreement

Date

Applicant Worker Signature

APPENDIX C - Testing Levels and Methods for Oral Fluid Random Drug Tests prescribed pursuant to Clause 9.6

An RSAP participant worker 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

As per the concentration limits contained in 3.0 Alcohol and Drug Work Rule - Oral Fluid Drug Concentration Limits of the *Canadian Model* version that is in effect for a participating trade via the Alberta Provincial Construction Agreement or a Letter of Understanding attached to and forming part of that agreement.

The 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 CMAC from the TPCA 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 site access test; and
4. Options for opting-out of RSAP.

Participating contractor obligation

Immediately following a violation of the Canadian Model, but in any event no more than 10 calendar days following a violation, the participating contractor must complete and submit the Alcohol & Drug Policy Violation Referral Form found on the applicable REO (BCA, CLR, ECAA) website. In the event the participating contractor does not submit the referral form in a timely manner, and the worker, or potential worker, 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 participating contractor shall be responsible for funding the Assessment.

APPENDIX E - Random Oral Fluid Drug Collection Procedures

- 1.** The participant worker is the person providing their oral fluid for the purposes of a drug test and is hereinafter referred to as the donor.
- 2.** On behalf of the testing administrator, the collection site person, adheres to the Canadian Model, A-2 Drug Testing when performing on site testing.
- 3.** 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.
- 4.** The collection site person must establish the identity of the donor. Photo identification is preferable. Positive identification by a company representative who holds a supervisory position is acceptable.
- 5.** The donor must clear any foreign material from the mouth [e.g. food, gum, tobacco products, lozenges etc.]
- 6.** The collection site person 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.
- 7.** The collection site person checks and records the lot number and expiration date of the device.
- 8.** In the presence of the collection site person, the donor opens sealed device and specimen is collected according to the manufacturer's specification.
- 9.** The collected specimen should be kept in view of the donor and the collection site person at all times prior to it being sealed and labeled for shipment to laboratory.
- 10.** Using the CCF labels, the specimen is labeled specimen A.
- 11.** In the presence of the donor, the collection site person places tamper evident label/seal across each tube, records date, and has donor initial the seals on the specimen tube(s).
- 12.** An appropriate CCF is completed by the collection site person.
- 13.** The collection site person notes on the CCF any unusual donor behaviour.
- 14.** The collection site person 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.
- 15.** The collection site person must sign CCF.
- 16.** After all the above is completed, specimen remains in the collection site person's custody or in secure temporary storage until shipped to the laboratory.
- 17.** The collection site person sends appropriate copy of CCF and vial(s) in tamper evident mailing pack provided by manufacturer.

APPENDIX F – RSAP Funding Model

Service/Benefit	Funding (Subject to Eligibility Determination)		
	1 st Test	2 nd Test	Subsequent Tests
Enrollment Test	100%	100%	0%
Random Testing	100%	100%	100%