



Rapid Site Access Program Administrative Committee

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Information Sheet on the Rapid Site Access Program

[Note: This document is for summary purposes only and is nonbinding. This document does not modify, alter or amend the RSAP Procedural Rules, Letters of Understandings, or agreements entered into between stakeholders participating in the program. Stakeholders with particular questions should refer to the RSAP Procedural Rules, corresponding Letters of Understanding and agreements for accurate and complete information.]

[1] The goal is safety

Across Canada, stakeholders within the construction industry are committed to establishing and maintaining a safe workplace, free from risks associated with the use of alcohol and other drugs.ⁱ The Rapid Site Access Program (RSAP) was developed by union, contractor and owner stakeholders as part of an overall approach to safety and loss management.ⁱⁱ

[2] The program is voluntary

RSAP is a voluntary program that is an alternative to site access testing. It is not imposed by owners or contractors. Workers qualify for the program and enter into an agreement with the third party case administration.ⁱⁱⁱ As part of that agreement, workers agree to be subject to random testing while on work time.^{iv}

[3] Dispatch without having to submit to a site access test

Active RSAP participants may take a dispatch to any participating site without the requirement to submit to a site access test.^v

Managed by third party case administration, RSAP expedites dispatch, enhances privacy, helps to ensure compliance with the *Canadian Model Alcohol and Drug Work Rule*, and, ultimately, improves safety performance. With RSAP, owners and contractors relinquish their role of administrator to a professional third party and accept this program as an effective alternative to site access testing.^{vi}

[4] The benefits of RSAP for workers include

- a) subscribes to worker's commitment to safety,
- b) expedited dispatch,
- c) less testing, and less testing on personal time,
- d) increased privacy and confidentiality, and
- e) consistent professional administration with a corrective focus

[5] Supportive and tailored to each individual

In situations where there has been a non-negative A&D test or request for self-help, RSAP delivers a supportive suite of counselling, treatment, educational and aftercare services. With RSAP there are no predetermined outcomes. By design, the RSAP logo has a visual resemblance to the Latin symbol for prescription – R_x. This reference to R_x depicts RSAP as corrective, supportive, and designed to respond to the individual needs of each participant worker.^{vii}

[6] What you will find in this document

This is a plain-language document presenting clear information to workers, union and employer staff, and family members that may be involved in various aspects of the program.

This document is intended to:

- a) identify the roles of each service provider involved in the program,
- b) explain each of the key processes a worker might be involved in with the program
- c) provide notice regarding how personal information is used in each aspect of the program
- d) advise of the right to challenge decisions of the third party case administrator (TPCA), and
- e) advise of the right to challenge the program in respect to its compliance with applicable privacy legislation.



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[7] RSAP providers and their roles

RSAP is delivered by professionals who have expertise in areas including:

- a) occupational health and safety,
- b) substance abuse assessment, recommendations and treatment,
- c) employee and family assistance plans and counselling,
- d) medical, and
- e) drug and alcohol testing (collection, laboratory testing, and medical review officer analysis)

Each provider performs services and makes decisions within the scope of their expertise. Below is a list of the providers and a description of their role in RSAP.^{viii}

[8] Third Party Case Administrator (TPCA)

Organizational Health Incorporated is the TPCA. The TPCA coordinates between each of the providers and interacts with unions and contractors on behalf of the program. All personal information between the provider groups (with a few limited exceptions for safety reasons) flows through the TPCA. By setting up the program this way we put safeguards in place to ensure each party is disclosed the personal information they need to do their job, and not more.^{ix}

Also the TPCA is the only provider (with one exception for safety reasons) who discloses sensitive personal information to industry parties such as contractors and unions.^x

[9] Testing Administrator (TA)

Mobile Industrial Health Inc. is the alcohol and drug Testing Administrator. *Mobile Industrial Health Inc.* performs all of the onsite collection services and most of the other collections. In addition, the TA engages the services of *Maxxam Analytics Inc.* to provide the SAMHSA approved laboratory analysis for each test, and *Babar MRO Services* to provide the Medical Review Officer analysis of each non-negative test result. As part of the process of confirming positive results, the Medical Review Officer consults the donor to determine whether or not there is a medical reason for the testing result. For some of the collections, the TA involves other collectors. One example of this is in respect to collections performed out of province. The results of both breath alcohol and drug tests are reported by the TA to the TPCA only, who in turn discloses said results to the donor.^{xi}

[10] Substance Abuse Expert Team (SAE)



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Wilson Banwell Human Solutions has trained and qualified substance abuse experts who perform assessments and make recommendations in the event of a positive test or non-compliance with the program rules. The full substance abuse expert report is not disclosed to any party. The resulting assessment and recommendations are reported to the TPCA only.^{xii}

[11] Treatment Team (TT)

The Treatment Team involves a number of employee and family assistance plan, community, and medical resources which include the following: Wilson Banwell Human Solutions, AADAC, medical practitioners, and twelve step fellowships. Limited information regarding attendance and progress in respect to any treatment, counselling and education prescribed by the program are reported to the TPCA only.^{xiii}

[12] Registering for RSAP

The applicant worker signs a voluntary participation agreement at the time of registering for the program.^{xiv}

[13] Pre-enrollment alcohol and drug test

Upon registering for the program, there is pre-enrollment alcohol and drug test requirement. However, the program will accept a test taken within the previous 90 days. Alternatively, the applicant's employer or the union can confirm the applicant is currently employed on a site for which a site access test was required and the program will accept that confirmation in lieu of the pre-enrollment test.^{xv}

In the event an alcohol and drug test is required, the third party case administrator (TPCA) will refer the applicant for testing with the TA. The results will be reported to the TPCA only.^{xvi}

[14] Information release

As part of the voluntary participation agreement the applicant agrees to the collection, use and disclosure of personal information by the providers, union and contractors necessary for administering RSAP.^{xvii}

[15] Agreeing to comply with the program rules

By signing the voluntary participation agreement the applicant agrees to comply with the *Canadian Model Alcohol and Drug Work Rule*, the RSAP Procedural Rules, and if applicable the terms and conditions of an aftercare program.^{xviii}

[16] Right to opt out of the program

RSAP participants may opt out of the program if they are in compliance with the program, not currently engaged in an aftercare program, and can only do so while they are not employed.^{xix}

[17] Dispatch

The third party case administrator (TPCA) sends the Union a list of current RSAP participants which indicates whether or not each RSAP participant is eligible for dispatch. In respect to a participant not eligible for dispatch, the reasons and circumstances surrounding that are not disclosed.^{xx}

RSAP participants eligible for dispatch are directed to participating sites without the requirement to take the site access test. Following dispatch the Union discloses to the TPCA what RSAP workers were dispatched and shares information pertaining to the receiving contractor and receiving site.^{xxi}

The TPCA receives the dispatch list and cross-references it with its own records to ensure those dispatched are eligible. The TPCA then discloses the RSAP participants dispatched to the receiving contractor's designated employer representative, and confirms the RSAP participant's active status.^{xxii}

[18] Random tests and follow-up tests

The TPCA initiates a computerized random draw on employed RSAP participants. Once the draw is complete the TPCA adds to that list any workers scheduled for follow-up testing pursuant to an aftercare program.^{xxiii}

The TPCA sends the combined list to the Testing Administrator (TA). The TA contacts each respective employer designated contact and is assigned a site contact.^{xxiv}



Upon arrival to the project in mobile units, the TA contacts the contractor's site contact and arranges for the subject workers to come to the mobile unit and submit their samples. Following successful completion of the collection process the worker returns to work and the TA sends the samples to the lab for analysis. Negative tests are reported from the lab to the TA and non-negative tests are sent to the Medical Review Officer for further analysis. ^{xxv}

All negative and non-negative test results are reported back to the TPCA. If during the collection process an individual refuses to test or the TA becomes concerned the individual tested is not able to work safely the TA will contact the RSAP participant's employer and raise the concern. ^{xxvi}

[19] **Non-negative Tests**

In the event of a non-negative test result the TPCA contacts the designated representatives of the RSAP participant's current employer and union, discloses the worker's status is now inactive and indicates the worker must be removed from site pending a substance abuse expert (SAE) assessment. Following the SAE assessment, if possible, the employer will be informed as to an estimate of the time required for the worker to become active. ^{xxvii}

a) Referral to Substance Abuse Expert (SAE)

Workers for whom the result of a test is non-negative are referred to a SAE for assessment and recommendations. The TPCA may disclose to the SAE the results of the test if applicable. Following the assessment the SAE will issue a report to the TPCA that will include the assessment and recommendations. ^{xxviii}

b) Post-Assessment Agreement

Following the assessment and recommendations the TPCA enters into a Post-Assessment Agreement with the RSAP participant. The Post-Assessment Agreement will specify terms and conditions of achieving and maintaining active status. Some of the conditions will be pre-requisite conditions that must be satisfied prior to dispatch. Other conditions are required as part ongoing compliance with the aftercare program and workers may be dispatched with those conditions at the discretion of the TPCA. ^{xxix}

c) Education, counseling and treatment

RSAP participants with recommendations from a substance abuse expert may be required to attend courses, treatment, counselling and other services delivered by various providers. ^{xxx}

In most situations it is the responsibility of the worker to enroll in such programs. The programs, counselling and treatment that are recommended by the SAE are paid for by CEFAP for eligible workers.

Waivers authorizing the provider to disclose personal information will be required for the service provider to share certain information with the TPCA. In such situations, the TPCA only collects general information such as progress/completion of a program and confirmation of attendance. ^{xxxi}

For example, in the event counselling is required the TPCA will collect confirmation of attendance and confirmation the worker is participating in the sessions. The TPCA will not ever collect information regarding the details of the counselling itself. ^{xxxii}

d) Dispatches while engaged in an aftercare program

RSAP participants who have met and continue to meet the requirements of their aftercare program are dispatched to subsequent employers "anonymously". The information conveyed to an employer would confirm the worker's active status. In some cases there may be an occupational health and safety related work restriction and if that is the case information on that restriction would be shared with the employer where it is necessary for the employer to know. ^{xxxiii}

In the event the RSAP participant falls out of compliance with the Post Assessment Agreement the worker's current employer and the union will be contacted and informed the worker is now inactive and must be removed from the site pending a substance abuse expert assessment. ^{xxxiv}



[20] Challenging decisions of the third party case administrator (TPCA)

Workers may challenge a decision of the TPCA by initiating a complaint. Workers are encouraged to contact the Union for information on how to proceed. The complaint is filed with the secretary to the RSAP Administrative Committee. Once a complaint is received, an Umpire is assigned to the file who will set a hearing to hear the complaint. Decisions of the Umpire are not publically published, rather they are disclosed to the Parties to the complaint and the RSAP Administrative Committee. In the event there are lessons learned from the complaint, the RSAP Administrative Committee may share the decision with other stakeholders once all personal identifiers are removed from the decision.^{xxxv}

[21] Challenging RSAP compliance with privacy legislation

Workers with questions regarding the collection, use, disclosure, storage and safeguards of personal information may contact RSAP’s privacy office, Sam Kemble at (780) 451-5444 or sam@clra.org.

Workers may challenge the program’s compliance with privacy legislation by filing a complaint with the privacy officer above.^{xxxvi}

ⁱ Article 1.0 of the *Rapid Site Access Program Procedural Rules* (the “*Procedural Rules*”) and unless otherwise stated the reference will be in respect to the *Procedural Rules*.

ⁱⁱ Introduction, Background, A closer look at RSAP, Guiding principles, Development of program and branding philosophy, pages 3-6

ⁱⁱⁱ Article 4.0

^{iv} Appendix B—Participant worker voluntary participation agreement, page 26

^v Articles 1.5, 2.2, 2.2.1, 2.2.2, 2.4, 2.5, 2.6, 4.3, 4.6, 5.7, 5.8, 6.2, 7.3 and 8.5

^{vi} Articles 2.5, 2.6, and 8

^{vii} Article 8, 9, 10 and 11

^{viii} Articles 8, 9, 10 and 11

^{ix} Articles 3, 8, 9, 10 and 11

^x Articles 3, 8 and 11

^{xi} Articles 3 and 11

^{xii} Articles 3 and 9

^{xiii} Articles 3 and 10

^{xiv} Article 8.4 and Appendix B—Participant worker voluntary participation agreement

^{xv} Articles 4.1 and 8.4

^{xvi} Article 3

^{xvii} Article 3 and Appendix B—Participant worker voluntary participation agreement

^{xviii} Appendix B—Participant worker voluntary participation agreement

^{xix} Article 4.2 and Appendix B—Participant worker voluntary participation agreement

^{xx} Article 3, 8.5

^{xxi} Article 3, 8.5

^{xxii} Article 3, 8.5

^{xxiii} Article 3, 8.6, 11

^{xxiv} Article 8.6 and 11

^{xxv} Article 8.6 and 11

^{xxvi} Articles 3, 8.6 and 11

^{xxvii} Articles 8.7, 8.8, 8.9, and 9

^{xxviii} Articles 3, 8, and 9

^{xxix} Articles 2 and 8

^{xxx} Articles 9, 8, and 10

^{xxxi} Articles 3 and 8

^{xxxii} Article 8

^{xxxiii} Articles 3 and 8

^{xxxiv} Articles 2, 3 and 8

^{xxxv} Article 12

^{xxxvi} Article 4