

## **APPENDIX "K" - RAPID SITE ACCESS PROGRAM**

### **Letter of Understanding**

by and between

**Electrical Contractors Association of Alberta**  
(the "Association")

and

**Local Union 424 of  
The International Brotherhood of Electrical Workers**  
(the "Union")

**Re: Rapid Site Access Program**

### **Whereas**

- 1) The Parties have entered into a Collective Agreement which shall remain in effect from the 1st day of November, 2015 (or the first Sunday after ratification, whichever is the later), to the 30th day of April, 2019 as set out in the said Collective Agreement.
- 2) The Parties are committed to creating a safer, healthier workplace free of risks associated with alcohol and/or other drug use. Historical trends suggest meeting this objective will correlate to a reduction in workplace incidents,
- 3) The Parties intend to reduce redundant substance testing and related costs, and to expedite access to participating worksites,
- 4) Alcohol and other drug work rules, such as the *Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule* (the "*Canadian Model*") are more effective if they are implemented in such a way as to preserve the dignity and privacy of participant workers,
- 5) 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,
- 6) Retaining the continuity of information through a centralized third party is necessary in order to reduce redundant testing, expedite access to worksites and provide seamless after-care support to affected workers,
- 7) Comprehensive professional third party case administration provides for the effective delivery of education, compliance and if necessary, accommodation strategies. Professional treatment, education, follow-up and after-care frameworks support affected workers in maintaining compliance with the *Canadian Model* and if necessary recovering from an addiction and/or dependency to alcohol or other drugs,

- 8) In 2004 the Department of Health and Human Services Substance Abuse and Mental Health Services Administration and in 2008 leading experts directly consulted, confirmed laboratory oral fluid testing is accurate, reliable and appropriate for unannounced testing. However, due to the short detection windows it was found oral fluid testing is not appropriate for follow-up testing and not appropriate for testing where prior notice is given.
- 9) Several arbitration cases accepted the validity of laboratory oral fluid testing, but in none of those cases was laboratory oral fluid testing itself the subject of challenge. Accordingly, at the time of signing this agreement the validity of laboratory oral fluid testing has yet to be established in Canadian law.

**Now Therefore, it is Agreed** between the Parties hereto that:

- (a) Subject to (b) and (c) below, the Parties support the implementation of the Rapid Site Access Program and the Union and Employer agree to be bound by and comply with the *Rapid Site Access Program Procedural Rules*, as amended from time to time,
- (b) The Union's agreement in (a) above is subject to the adoption of laboratory based oral fluid testing for the random component of drug testing administered by the Rapid Site Access Program. However, in the event laboratory oral fluid testing is successfully challenged in law the Union agrees urine based testing shall apply,
- (c) Subject to (b) above, where the Union does not agree to an amendment to the *Rapid Site Access Program Procedural Rules*, the Union may opt out of agreeing to said amendment by giving notice in writing to the registered Employers' organization and the Rapid Site Access Administrative Committee,
- (d) For Industrial work, the Employer contributions shall be established by the Association. An Employer rate per hour worked as contained in Article 10 shall be forwarded to the Association at an address provided by the Association. These contributions shall be used by the Association to provide the funding, amongst other things, for the third party providers who are responsible for delivering the services in respect to the Rapid Site Access Program,
- (e) The Association may, by notice in writing to the Union and Employers, change the amount of cents per hour worked in clause (d) above, and
- (f) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is agreed the 1st day of November, 2015, and signed on behalf of the Parties:

Electrical Contractors Association  
of Alberta

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Brian Halina, Chairman  
Labour Relations Committee

Local Union 424 of the International  
Brotherhood of Electrical Workers

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Kevin Levy, Business Manager  
Local Union 424

## **APPENDIX "O" – CANADIAN MODEL FOR PROVIDING A SAFE WORKPLACE**

### **Letter of Understanding**

by and between

**Electrical Contractors Association of Alberta**  
(the "Association")

and

**Local Union 424 of  
The International Brotherhood of Electrical Workers**  
(the "Union")

### **Re: Canadian Model for Providing a Safe Workplace**

**Whereas** the Parties have entered into a Collective Agreement pursuant to Registration Certificate No. 52, which Collective Agreement shall remain in effect from May 1, 2015, to April 30, 2019, as set out in the said Collective Agreement (the "Collective Agreement"); and

**Whereas** both parties acknowledge the devastating effect of drugs and alcohol on the work force; and

**Whereas** both parties acknowledge the value of intervention and assistance to those members who are suffering from alcohol and/or drug problems; and

**Whereas** there is a reference to the Canadian Model for Providing a Safe Workplace – Alcohol and Drug Guidelines and Work Rule (the "Canadian Model"); and

**Whereas** the Canadian Model has been extensively reviewed and amended, resulting in the publication of an edition dated October 8, 2014, Version 5.0; and

**Whereas** the parties hereby desire to set out the provisions of the Canadian Model dated October 8, 2014, Version 5.0 that will be applied by agreement under the provisions of the Letter of Understanding.

**NOW THEREFORE IT IS AGREED** between the parties hereto and on behalf of those represented by each of them:

1 **Concurrence**

Except for the matters set out in Articles 2 and 3 below, the Canadian Model dated October 8, 2014, Version 5.0 [the "Canadian Model"], will be implemented by agreement under this Collective Agreement for the purposes set out in Section 1.1 of the Canadian Model, and the Parties will co-operate with each other in achieving those purposes.

2 **Random Testing**

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, section 4.6 of the Canadian Model will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of random testing in accordance with the Grievance Procedure set out in this Collective Agreement.

3 **Site Access Testing and Dispatch Conditions**

Notwithstanding any provisions of the Collective Agreement or any special agreements appended thereto, Section 4.7 of the Canadian Model will not be applied by agreement. If applied to a worker dispatched by the Union, it will be applied or deemed to be applied unilaterally by the Employer. The Union retains the right to grieve the legality of any imposition of site access testing in accordance with the Grievance Procedure set out in this Collective Agreement.

If the Employer acting independently, or as an agent of the owner, or if the owner itself imposes site access testing, Section 5.5 of the Canadian Model will not be applicable to testing pursuant to Section 4.7. In addition, neither the Union nor the individual will be under any obligation under the Canadian Model with respect to such a positive test.

4 **Test Results**

The Employer, upon request from an Employee or former Employee, will provide the confidential written report issued pursuant to 4.9 of the Canadian Model in respect to that Employee or former Employee.

5 **Collection Site Documentation**

In the event that an individual's collection is determined to be incomplete or a refusal, with the consent and authorization of the individual, the Union shall, upon request, be promptly provided with the information documented pursuant to sections II (10) and/or III (11) of Appendix A of the Canadian Model.

6 **Reasonable Cause and Post Incident Testing**

Any drug testing required by the Employer pursuant to 4.4, 4.5 or 4.6 of the Canadian Model shall be conducted by oral fluid testing in accordance with 4.8.2 of the Canadian Model.

7 **Substance Abuse Expert Report**

The evaluation and confidential report provided by the substance abuse expert pursuant to Appendix "B" shall be limited to the diagnosis, treatment recommendation, treatment plan and/or level of assistance.

8 **Treatment Plan**

The parties agree to explore the treatment plan benefits that are currently in place in order to ensure its sufficiency.

9 **Accommodation**

The Employer of any Employee found to be drug dependent and/or alcohol addicted by the Substance Abuse Expert pursuant to Appendix "B" Substance Abuse Expert of the Canadian Model will accommodate such Employee to the point of undue hardship.

10. **Point of Collection Test (POCT)**

If the Employer requests an Employee to participate in a POCT risk assessment pursuant to 4.8.5 of the Canadian Model, and the Employee provides the urine sample, and the laboratory drug test is negative, the Employee shall be paid for any time the Employee would have otherwise worked while waiting for the laboratory result, except for such discipline that was justified by the Employee's conduct in respect to the incident or reasons for the test request. If the Employee declines to provide the sample for the POCT risk assessment and the laboratory drug test is negative, the Employee shall not be entitled to any pay for the time the Employee would have otherwise worked while waiting for the laboratory result.

11 **Collective Agreement**

The Letter of Understanding shall be attached to and form part of the Collective Agreement.

All of which is agreed the 1st day of November, 2015, and signed on behalf of the Parties:

Electrical Contractors Association  
Of Alberta

Local Union 424 of International  
Brotherhood of Electrical Workers

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Brian Halina, Chairman  
Labour Relations Committee

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Kevin Levy, Business Manager  
Local 424

## **APPENDIX "S" – REFERRAL FOR CASE MANAGED AFTER CARE**

### **Letter of Understanding**

by and between

#### **Electrical Contractors Association of Alberta**

(the "Association")

and

#### **Local Union 424 of**

#### **The International Brotherhood of Electrical Workers**

(the "Union")

### **Re: Referral for Case Managed Aftercare**

Whereas an individual must be referred to a substance abuse expert following a failure to comply with the Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule (the "Canadian Model"). Once the individual is assessed by a substance abuse expert, recommendations are prepared and disclosed for the purpose of establishing expectations in accordance with the substance abuse expert's recommendations, entering in to a post assessment agreement, and supporting compliance with prescribed aftercare.

There are advantages to referring substance abuse expert recommendations to qualified third party professionals for administration on behalf of the Parties. Third party professionals are positioned to offer a higher level of:

- a) confidentiality,
- b) consistency, and
- c) expertise.

Contracting the administration of substance abuse expert recommendations to third party professionals is expected to be more effective in meeting the safety objectives contained in the Canadian Model and increase the quality of service afforded to affected individuals.

Now therefore, it is Agreed between the Parties hereto that:

- 1) Substance abuse expert recommendations arising from contractor administered A&D tests conducted pursuant to the Canadian Model and arising from those who violate Article 3 of the Canadian Model shall be referred to and administered by Homewood Case Management (third party professionals). Such substance abuse expert recommendations shall apply to employment and prospective employment in respect to any Collective Agreement for which the Union is signatory. Substance abuse expert recommendations shall be shared with a contractor only if they are in respect to a current Employee, one that has contravened Article 3 of the Canadian Model while in the employ of that Employer.

- 2) Service providers including Homewood Case Management will keep all information in accordance with applicable privacy laws.
- 3) The Association will provide the funding to the third party providers who are responsible for administering substance abuse expert recommendations.
- 4) This Letter of Understanding shall be attached to and form part of the Collective Agreement entered into between the Parties.

All of which is agreed the 1st day of November, 2015, and signed on behalf of the Parties:

Electrical Contractors Association  
Of Alberta

Local Union 424 of International  
Brotherhood of Electrical Workers

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Brian Halina, Chairman  
Labour Relations Committee

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Kevin Levy, Business Manager  
Local Union 424

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3. Alcohol and Drug Work Rule
    - 3.1 An Employee shall not
      - (a) use, possess or offer for sale alcohol and drugs or any product or device that may be used to attempt to tamper with any sample for a drug or alcohol test while on company property or at a company workplace,
      - (b) report to work or work
        - (i) with an alcohol level equal to or in excess of 0.040 grams per 210 litres of breath,
        - (ii) with a drug level for the drugs set out...[in the Canadian Model]...equal to or in excess of the concentrations set out ...[in the Canadian Model],
        - or
        - (iii) while unfit for work on account of the use of a prescription or nonprescription drug,
      - (c) refuse to
        - (i) comply with a request made by a representative of the company under 4.3 [of the Canadian Model],
        - (ii) comply with a request to submit to an alcohol and drug test made under 4.4, 4.5, 4.6, or 4.7 [of the Canadian Model], or
        - (iii) provide a sample for an alcohol and drug test under 4.8 [of the Canadian Model],
      - (d) tamper with a sample for an alcohol and drug test given under 4.8 [of the Canadian Model].