

**Letter of Understanding**  
by and between  
**Boilermaker Contractors' Association of Alberta**  
(the "Association")  
and  
**International Brotherhood of Boilermakers Local Lodge 146**  
(the "Union")

**Re: Rapid Site Access Program**

Whereas the Parties have entered into a Collective Agreement which shall remain in effect from the 31<sup>st</sup> day of May 2015 to the 30<sup>th</sup> day of April 2019 as set out in the said Collective Agreement, and

**Whereas:**

- A. 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.
- B. The Parties intend to reduce redundant substance testing and related costs and to expedite access to participating worksites.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. In 2004, the Department of Health and Human Services Substance Abuse and Mental Health Services Administration and, in 2008, leading experts in direct consultation, confirmed that laboratory oral fluid testing is accurate, reliable, and appropriate for unannounced testing. Due to the shorter detection windows than found in urine testing, it was found that oral fluid testing

is not appropriate for follow-up testing and not appropriate for testing where prior notice of the test is given.

- H. Several Arbitration cases have accepted the validity of laboratory oral fluid testing but in none of those cases was the 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:

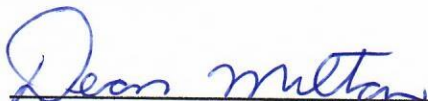
1. Subject to (2) and (3) below, the Parties support the implementation of the Rapid Site Access Program and the Union and the Employer agree to be bound by and comply with the *Rapid Site Access Program Procedural Rules*, as amended from time to time.
2. The Union's agreement in (1) above is subject 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.
3. Subject to (2) 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 Administrative Committee.
4. For Industrial work, the Employer contributions shall be established by the Association and may be changed by the Board of Directors of the Association, and notice to an Employer and the Union from the Association respecting such amendment shall be sufficient. Rapid Site Access Program contributions shall be forwarded to the Association, at an address provided by the Association. These contributions shall be used by the Boilermaker Contractors' Association to provide the funding, among other things, for the third party providers who are responsible for delivering the services in respect to the Rapid Site Access Program.
5. 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 to this 12<sup>th</sup> day of September, 2017:

**For the Association:**

  
Sara Scott  
Executive Director

**For the Union:**

  
Dean Milton  
IBB Local Lodge 146 Business Manager