



# **DRUG & ALCOHOL POLICY**

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# Drug & Alcohol Policy

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## 1. DEFINITIONS

1.1. For the purpose of this Policy, the following definitions apply:

**'Alcohol'** means any alcoholic beverage, including but not limited to liqueurs, spirits, wine or beer;

**'Association'** refers to The Australian Bushmen's Campdraft and Rodeo Association Limited (ABN 82 002 967 142);

**'Competitor'** means any person who is a current member of the Association, including Financial Member, Event Member and Complimentary Event Member, Life Member and who is present at an event and actively competing in the event;

**'Contractor'** refers to any person, including paid and voluntary, who has been identified by the Committee as holding a contract role in relation to the event;

**'Disciplinary Action'** includes:

- (a) in relation to an Employee of the Association, disciplinary action up to and including termination of employment (with or without notice);
- (b) in relation to a Contractor, termination of their engagement (with or without notice);
- (c) in relation to a Competitor, disqualification from participating in the Association event with or without a refund of any fees, a requirement to leave the Association's premises and/or event grounds, and/or barring from participating in any future Association events, and fines as determined by The Disciplinary Committee;

**'Drugs'** means any mind altering or legally controlled substance unless it is prescribed by a doctor and used in accordance with medical directions. This includes any illicit or other drugs listed in the relevant state, territory or federal legislation in the state(s) and/or territories(s) in which the Association operates and any drugs listed in the AS/NZS 4308:2008 which prescribes the procedures for the collection and quantitation of drugs in urine and AS/NZS 4760:2019 which prescribes the procedures for the specimen collection and quantitation of drugs in oral fluid, or any successor standards. The Association may also include drugs other than those listed in the above standards, such as those drugs referred to as "designer drugs", including (but not limited to) synthetic cannabinoids and herbal highs, as well as other synthetic drugs such as opioids, hallucinogens, piperazines, stimulants and sedatives in the definition of "drugs";

**'Employee'** refers to any person employed by the Association in a full-time, part-time or casual role. Volunteers reimbursed for expenses are not regarded as employees;

**'Event'** refers to any event and/or activity held under the sanction of the Association and/or permission granted by the Association to hold an activity covered by the Association Public Liability Insurance Policy. This includes but is not limited to Rodeo, Campdraft, Ranch Sorting, training days, workshops, working bees, seminars and meetings;

**'Non-negative'** means a positive indication has been achieved using an on-site drug screening device. Non-negative results require further confirmation testing;

**'Official'** refers to any person who administers, manages, assists or is otherwise involved in contributing to an Association event, other than an employee of the Association, a contractor and a competitor. This includes but is not limited to The Board of Directors, The Member Representative Council (MRC), and Committee Members;

**'Official capacity'** means that a responsible person subject to this policy must be present at an event in an official capacity not merely attending the event in their own time;

**'Personnel'** refers to any person, including paid and voluntary, who has been identified by the Committee as holding a safety sensitive position in relation to the event. This includes but is not limited to Event Manager, Risk Manager or Safety Officer, Arena Director and Assistant Arena Director, Chute Boss, Judge, Pick Up Man, Protection Clown, Timekeeper, Time Event Gate Opener;

**'Policy'** refers to The Australian Bushmen's Campdraft and Rodeo Association Drug and Alcohol Policy as amended from time to time;

**'Positive'** means a positive result following confirmation testing by a NATA accredited laboratory;

**'Relevant Standard'** means:

- (a) For drug testing, the current Australian Standard which sets out the procedures for the collection of a specimen and the detection and quantification of drugs in either urine (AS/NZS 4308:2008 or a successor Standard) or oral fluid (AS/NZS 4760:2019 or a successor Standard); and
- (b) For alcohol testing, the current Australian Standard for breath alcohol testing devices (AS 3547:1997).

1.2. Words in the singular include the plural and vice versa.

## **2. PURPOSE**

In the interest of enhancing the safety and integrity of Rodeo, Campdraft and Ranch Sorting competition in Australia, The Australian Bushmen's Campdraft and Rodeo Association has established this Drug and Alcohol Policy. This policy applies to all events and activities held under the sanction of the Association and/or permission granted by the Association to hold an activity covered by the Association Public Liability Insurance Policy.

### **3. RESPONSIBLE PARTIES**

Responsible parties under this policy applies to:

- (a) Employees;
- (b) Contractors;
- (c) Officials (who are involved in an official capacity);
- (d) Personnel (who are involved in an official capacity);
- (e) Competitors.

### **4. OBJECTIVES**

4.1. The Australian Bushmen's Campdraft and Rodeo Association aims to:

- (a) Protect the competitor's health, the integrity of the competition, and the competitor's right to compete against clean competitors;
- (b) Provide a safe environment which is free from hazards associated with inappropriate use of drugs and/or alcohol;
- (c) Be clear on their position in relation to the abuse of drugs and alcohol to ensure that everyone is aware of the Association expectations;
- (d) Utilise this policy as a deterrent to irresponsible parties considering alcohol or drug use within the sport;
- (e) Provide assistance through educational and rehabilitative measures to overcome alcohol and/or drug problems;
- (f) Ensure that persons who are detected as breaching this policy are dealt with in a fair, constructive and consistent manner;
- (g) Ensure that the Association fulfils its duty of care to participants within the sport and the general public to conduct events in the safest possible way.

4.2. Except as provided at paragraph 4.4 below, Employees, Contractors, Officials and Personnel are prohibited from:

- (a) Working or conducting Association business or performing duties at an Association sanctioned event in an official capacity under the influence of drugs or alcohol; or
- (b) Using, possessing, distributing or consuming drugs or alcohol on Association property during work time or event grounds prior to and during competition when operating in an official capacity; or
- (c) Using or consuming drugs or alcohol when not operating in an official capacity if it would result in the Employee, Contractor, Official or Personnel performing

duties in an official capacity under the influence of drugs or alcohol.

4.3. Drivers of Company vehicles must:

- (a) Be below the legal limit for alcohol when driving (i.e. below 0.05 for a fully licensed driver or 0.00 if an "P" or "L" plate driver);
- (b) Not be under the influence of any illicit (or non-prescription drugs) whilst driving the vehicle;
- (c) If taking prescription or over the counter medication, ensure that they are not so affected as to be in an unfit state to drive.

4.4. Alcoholic beverages may be served or consumed at Association events in designated areas, and for work related functions, in accordance with liquor licensing legislation. Employees, Contractors, Officials and Personnel must abide by this Policy at any Association event or Association related function at which alcoholic beverages are served. Employees, Contractors, Officials and Personnel are responsible for ensuring that they remain in a condition to be able to get home safely. Any Employee, Contractor, Official or Personnel required to return to duties at safety sensitive sites, following consumption of alcohol at an approved Association related social event, will continue to be subject to a zero tolerance under this policy for safety reasons.

4.5. Competitors are prohibited from:

- (a) Participating in any Association event under the influence of drugs or alcohol;
- or
- (b) Using, possessing, distributing or consuming drugs or alcohol on Association property, and/or event grounds prior to and during competition, or while participating in any Association event.

## 5. POSITION ON DRUGS AND ALCOHOL

The Association condemns the use of illegal drugs and alcohol in sport. Their use is contrary to the ethics of sport and potentially harmful to participants and others. The Association has a zero tolerance regarding the use of drugs and alcohol in sport.

Any individual applying to become a member of the Association or participating in an Association sanctioned event, or an employee or contractor of the Association shall be deemed to have consented to any tests for alcohol and prohibited substances required by the Association or its designated administrator.

As a condition of continued participation and/or the retention of Association membership, all responsible parties must comply with The Australian Bushmen's Campdraft and Rodeo Association Drug and Alcohol Policy and submit to such test procedures as may be conducted from time to time at the sole discretion of the Association or an entity trading as The Drug Detection Agency ('TDDA'), or an equivalent provider, or by its nominated registered medical practitioner.

The Association aims to stop the use of drugs and alcohol by:

- (a) Educating and informing persons about drugs and alcohol in sport;
- (b) Supporting drug and alcohol testing programs and education initiatives;
- (c) Imposing effective sanctions on persons who commit violations of the Drug and Alcohol Policy.

## **6. RESPONSIBILITY FOR ENFORCEMENT**

- 6.1. All Employees, Contractors, Officials, Personnel and Competitors are responsible for ensuring their own compliance with this Policy.
- 6.2. If an Employee, Contractor, Official, Personnel or Competitor feels unsafe working with one of their colleagues because they suspect he/she is in breach of this Policy, the Employee, Contractor, Official, Personnel or Competitor should refer the matter to the Event Manager or the Executive Officer.
- 6.3. Employees, Contractors, Officials, Personnel or Competitors taking any medication that could potentially create a risk of impairment (whether prescription or over the counter or otherwise) must ask their medical practitioner whether such medication does create a risk of impairment in the performance of the individual's duties or the Competitor's participation in any Association event. If the medication does create such a risk, the Employee, Contractor, Official, Personnel or Competitor must advise the Association prior to performing any duties or participating in any Association event.
- 6.4. The Executive Officer, the Event Manager and Officials are expected to monitor Contractors, Personnel and Competitors, and to refer situations that may breach this Policy to the Executive Officer or the Event Manager. Such situations include but are not limited to:
  - (a) Observing an Employee, Contractor, Official, Personnel or Competitor using drugs or alcohol or finding evidence of usage; or
  - (b) Detecting the odour of alcohol on an Employee, Contractor, Official, Personnel or Competitor; or
  - (c) Suspecting an Employee, Contractor, Official, Personnel or Competitor is operating under the influence of drugs or alcohol (for example through abnormal or erratic behaviour); or
  - (d) Learning from a reliable or credible source that the Employee, Contractor, Official, Personnel or Competitor has consumed drugs or alcohol.
- 6.5. All referrals, suspensions, terminations and/or disciplinary action relating to an Employee or Contractor will be determined by the Executive Officer in consultation with the Executive Committee and/or the Board of Directors as required. All referrals, suspensions, terminations and/or disciplinary action relating to an Official, Personnel or Competitor will be referred to the Disciplinary Committee by the Executive Committee.

## **7. EMPLOYEE ASSISTANCE**

- 7.1. If an Employee thinks he/she has a drug or alcohol problem that is affecting their work, the Association encourages Employees to ask for help from the Executive Officer at an early stage (that is, before the Employee is the subject of testing), without fear of reprisal. Discussions will be kept confidential. The Association will try to help the Employee resolve the problem, including by referring the Employee to appropriate community resources.
- 7.2. By agreement, an Employee may take unpaid leave to participate in a drug and alcohol rehabilitation or treatment programme. Before being authorised to return to work, the Employee will need to be examined by the Association's nominated medical practitioner who will determine the Employee's fitness to return to work. The Employee may also be required to complete a course of follow-up treatment and return a negative drug and/or alcohol test before being permitted to return to work. The Employee's job security after returning to work will depend on his/her work reaching appropriate performance standards and returning negative results on future drug and alcohol tests.
- 7.3. At the Association's sole discretion, it may provide an Employee with access to an Employee Assistance Programme ('EAP'), through an appropriate EAP provider. This is a confidential service, which is independent from the Association. The EAP offers services such as information, assessment, counselling or referral, to help an Employee resolve issues that may be affecting his/her work, such as marital problems, depression, or drug and alcohol dependency. Where the Association provides access to an EAP provider, the Association encourages Employees to use the EAP where they have an issue that needs to be addressed with external assistance.

## **8. DRUG AND ALCOHOL TESTING**

### **8.1. Pre-employment/engagement testing**

All applicants may be required to undergo a drug and alcohol screening test before being employed or engaged as an Employee or Contractor. If an applicant fails the test, he/she may not be considered for appointment or, if the applicant has already been appointed, the employment/engagement may be terminated without notice.

### **8.2. Testing of Employees and Contractors**

During employment or engagement, the Association may require an Employee or Contractor to undergo a drug and alcohol test to monitor compliance with this Policy. The Association may require an Employee or Contractor to undergo drug and alcohol testing on any of the following occasions:

- (a) If the Association suspects, on reasonable grounds, that an Employee or Contractor is working under the influence of drugs or alcohol. Reasonable grounds for testing can be established if an Employee's or Contractor's behaviour, actions or conduct suggest that the Employee or Contractor is under the influence of drugs and/or alcohol. Further information about reasonable cause indicators is provided at Schedule B to this Policy;



- (b) Due to the potentially dangerous nature of many aspects of the Association's work, random testing may be conducted for anyone employed or engaged in a safety-sensitive position. The term "safety-sensitive position" refers to any area or role that contains any hazard, or where there is the potential for an accident or incident to cause injury, harm, serious harm, or damage to property, plant or equipment. Safety-sensitive positions include, but are not limited to, those set out at Schedule D to this Policy;
- (c) If there is an incident, accident, near miss involving potential compromise of health and safety standards and an Employee's or Contractor's actions, or lack of action, may have been a direct or indirect contributory factor;
- (d) If there is plant, product or property damage involving potential compromise of health and safety standards and an Employee's or Contractor's actions, or lack of action may have been a direct or indirect contributory factor;
- (e) If an Employee or Contractor is injured in the workplace or an Employee's or Contractor's actions result in:
  - (i) An injury to someone else (whether directly or indirectly); and/or
  - (ii) Damage to Association property, an Employee or Contractor may be required to undergo a drug and/or alcohol test as part of the investigation process;
- (f) If the Association's clients or customers, or prospective clients or customers, request that an Employee or Contractor submit to drug and alcohol testing due to suspecting on reasonable grounds that the Employee or Contractor is under the influence of alcohol or drugs whilst performing their duties. Assessment of such reasonable grounds will be based on the client or customer identifying behaviour or physical symptoms in line with reasonable cause indicators set out in Schedule B to this Policy.

**Please note** that random test selection means that some Employees or Contractors may not be picked to be tested at all, some Employees or Contractors may be tested once, and other Employees or Contractors may be tested more than once. The selection process for random testing will be completed by an independent authorised service provider and overseen by the Executive Officer.

### 8.3. Testing of Officials, Personnel and Competitors

- (a) The Association may require an Official, Personnel or Competitor to undergo a drug and alcohol test at any time to monitor compliance with this Policy. If an Official, Personnel or Competitor fails the test, he or she may be subject to Disciplinary Action;
- (b) The Association may randomly select an event for testing. These events will remain confidential and only known to the Association and The Drug Detection Agency ('TDDA'), or an equivalent provider, or by its nominated registered medical practitioner;

- (c) The Association may request The Drug Detection Agency ('TDDA'), or an equivalent provider, or by its nominated registered medical practitioner to test specific events if there are reasonable grounds or the event is a major event;
- (d) In the event of random selection testing, the Drug Detection Agency ('TDDA'), or an equivalent provider, or by its nominated registered medical practitioner will be provided with a list of back numbers or names of Officials, Personnel and Competitors at the nominated event and will randomly select responsible parties for testing;
- (e) The Executive Officer or authorised delegate will assist The Drug Detection Agency ('TDDA'), or an equivalent provider, or by its nominated registered medical practitioner with locating the selected persons for testing. The person being tested must present photo identification. In the event where a donor is over the age of 18 years and cannot produce any form of photo identification, then a relative of that person, or a representative from the Association who has known the person for a reasonable/satisfactory period of time would be consulted and asked to identify the donor, and this information is recorded on the relevant TDDA 1.1 Request/Consent Form. In the event where a donor is under the age of 18 years and cannot produce any form of photo identification, then the parent/guardian of that person would be consulted and asked to identify the donor, and this information is recorded on the relevant TDDA 1.1 Request/Consent Form.

#### **8.4. Testing**

- (a) Drug and alcohol testing will be performed at the Association's expense by an entity trading as The Drug Detection Agency ('TDDA'), or an equivalent provider, or by its nominated registered medical practitioner. Testing will be done in such a way as to respect the Employee's, Contractor's, Official's, Personnel or Competitor's privacy and confidentiality. Test results will be treated as highly confidential;
- (b) The Association and/or its nominated testing agent may, in its/their absolute discretion, amend or vary the testing procedures set out below. This may occur when the AS/NZS 4308:2008 or AS/NZS 4760:2019 dictate a different procedure should apply; when the circumstances require it; or when otherwise deemed desirable.

#### **8.5. Drug Testing Procedure**

- (a) The drug testing procedure is likely to involve either urine or oral fluid testing. The testing processes will comply with the AS/NZS 4308:2008 and the AS/NZS 4760:2019 as applicable, subject to any changes to the applicable standard;
- (b) The drug testing procedure is set out in Schedule A to this policy.

#### **8.6. Alcohol Testing Procedure**

The breath alcohol test will be conducted using an approved testing device which meets the Australian Standard: AS 3547:1997 "Breath Alcohol Testing Devices for

Personal Use" (or successor Standard). This requires the Employee, Contractor, Official, Personnel or Competitor to blow into the device using a disposable mouthpiece.

#### **8.7. Zero Tolerance**

- Blood Alcohol Concentration ('BAC') – is the concentration of alcohol in the bloodstream expressed in grams of alcohol per 100ml of blood.
- If the first initial reading records any level of BAC the result is deemed to be "detectable".
- Following a "detectable" test, a confirmatory test on the same device is performed after 15 minutes using a new mouthpiece.
- If the confirmatory test result records any level of BAC, the test is deemed to be a positive breath alcohol test and the individual removed to a safe place.

#### **8.8. Cheating on a Drug and/or Alcohol Test**

- (a) If an Employee, Contractor, Official, Personnel or Competitor "cheats" on a drug and/or alcohol test or attempts to compromise the integrity of a specimen when taking a drug test (for example by providing a specimen that is not his or her own, or by use of a masking agent), or the person conducting the testing has reasonable grounds to suspect that the Employee, Contractor, Official, Personnel or Competitor has tampered with a specimen, then the Association may take Disciplinary Action;
- (b) If the Employee, Contractor, Official, Personnel or Competitor provides a specimen that is "cool" (not within acceptable temperature testing range meaning that the Association cannot verify it was provided by the Employee, Contractor, Official, Personnel or Competitor), or the specimen is otherwise compromised, this will be treated as a failed test due to being compromised by the Employee, Contractor, Official, Personnel or Competitor (i.e. positive result) and the Association may take Disciplinary Action. At the Association's discretion, the Employee, Contractor, Official, Personnel or Competitor may be provided with one further opportunity to provide a specimen.

#### **8.9. Dilution of a Drug Test**

If an Employee, Contractor, Official, Personnel or Competitor provides a urine specimen that is "dilute" the Employee, Contractor, Official, Personnel or Competitor will be given one further opportunity to provide a urine specimen within 24 hours that is not "dilute". This may mean the Employee, Contractor, Official, Personnel or Competitor may have to reduce his/her fluid intake during this period. If the second urine specimen is also "dilute" this will be treated as a failed test (i.e. positive) and the Association may take Disciplinary Action.

#### **8.10. Refusal to Take a Drug and/or Alcohol Test**

- (a) If an Employee, Contractor, Official, Personnel or Competitor is required to take a drug and/or alcohol test, and refuses to do so, the Employee, Contractor, Official, Personnel or Competitor should first explain the refusal. The Association

will consider any explanation given. In its sole discretion, if the Association considers the explanation is unacceptable or unreasonable in the circumstances, then the Association will instruct the Employee, Contractor, Official, Personnel or Competitor to take the drug and/or alcohol test once again. If the Employee, Contractor, Official, Personnel or Competitor again refuses to take the test, the Association may take Disciplinary Action;

- (b) The Employee, Contractor, Official, Personnel or Competitor must provide his/her specimen for drug testing within 1 hour from the time that the request has been made by the authorised collector. In relation to alcohol testing, the Employee, Contractor, Official, Personnel or Competitor must comply with a request for a breath alcohol test within 15 minutes from the time the request has been made by the authorised collector. Failure to comply with such timeframes may result in Disciplinary Action.

## **9. DRUG AND ALCOHOL TEST RESULTS**

- 9.1. A copy of the results of any drug and/or alcohol test will be provided to the Executive Officer. Results may be used in evidence or disclosed in disciplinary or legal proceedings. In all other respects, material and information used or obtained from testing will be kept strictly confidential.
- 9.2. Individuals should note that the test may not measure the degree to which he/she is under the influence of drugs or alcohol. If a test indicates the presence of drugs or alcohol, then the Association will presume, and the Employee, Contractor, Official, Personnel or Competitor will be deemed to be under the influence of drugs or alcohol in breach of this Policy.
- 9.3. If an Employee or Contractor tests positive for drugs, and the Association proposes to refer them to an appropriate service for rehabilitation treatment; or pursue disciplinary action including termination of their employment; or terminate the Contractor's engagement, then the Employee or Contractor is entitled to challenge the results and obtain an independent analysis of the sample (at the Employee's or Contractor's own expense).
- 9.4. Stand down if non-negative drug test:
  - (a) If an Employee returns a non-negative result in relation to his/her drug test, the Association may stand him/her down on ordinary pay until receipt of confirmation of the test result. If that result is positive, the Employee agrees that the Association will be entitled to treat the stand down period as annual leave and make deductions from the Employee's accrued entitlements accordingly. If the Employee has no accrued annual leave entitlements, the Association will be entitled to treat the stand down period as a period of leave without pay;
  - (b) Where the Employee is sick or injured during the stand down period (or during a portion of the stand down period), the Association will be entitled to make appropriate deductions from the Employee's sick leave entitlements;
  - (c) If the Employee's drug test result is negative, the Employee may immediately return to full duties;

- (d) If a Contractor returns a non-negative result in relation to his/her drug test, the Association may suspend performance of the contract until receipt of confirmation of the result;
- (e) If an Official, Personnel or Competitor returns a non-negative result in relation to his/her drug test, the Association may suspend their participation in any Association event until receipt of confirmation of the result.

## **10. BREACH OF THE DRUG AND ALCOHOL POLICY**

- 10.1. The Association will enforce this Policy strictly not only in the workplace, but also at events held under the sanction of the Association, and at social events and work-related functions.
- 10.2. A positive result from a drug and/or alcohol test will be a breach of this Policy.
- 10.3. Breaches of this Policy can result in workplace health and safety issues and unacceptable job performance.
- 10.4. When this Policy is breached, but the Association becomes aware that the Employee has a drug or alcohol abuse problem and the Employee is willing to co-operate in referral to an appropriate service and subsequent rehabilitation treatment, the Association may suspend application of the disciplinary procedure and endeavour to assist the Employee to seek help with their problem. If an Employee unreasonably denies having a problem, or rejects assistance, or fails to co-operate in referral or treatment arrangements, or continues to abuse drugs or alcohol, then the Association will be entitled to immediately reactivate the disciplinary procedure without further notice to the Employee.
- 10.5. If this Policy is breached, the Association may, in relation to Employees:
  - (a) Send the Employee home on leave, which may be unpaid, for such period as may be reasonably necessary. This will be at least as long as required for the Employee to recover from the influence of drugs or alcohol.
  - (b) Require the Employee, at his/her own expense, to undergo a further drug and alcohol screening test, and return a negative result, before permitting the Employee to return to work.
  - (c) Take disciplinary action against the Employee up to and including dismissal. The nature and severity of the violation, and whether there has been previous breaches of this Policy, will determine the disciplinary action taken.
  - (d) Minor first offences may result in a first and final written warning and/or referral for substance abuse education/evaluation/treatment.
  - (e) Repeated or more serious offences may result in a final written warning, demotion, or dismissal from employment (with or without notice).

**Please note** that if an Employee is suspected of being under the influence of drugs or alcohol, they will not be permitted to drive their personal vehicle, or an Association vehicle, from the Association's premises, or any other location. This is both to protect the Employee's own personal safety, and the health and safety of others. Employees will be required to make other arrangements to be transported home and do so at their expense.

- 10.6. If this Policy is breached, the Association, may in relation to Contractors:
- (a) Terminate the Contractor immediately and/or remove the Contractor from the Approved Contractor List and/or enforce any penalties as defined in the contract;
  - (b) Instruct the Contractor to leave the Association property and/or event grounds immediately.
- 10.7. If this Policy is breached, the Association, may in relation to Officials, Personnel or Competitors:
- (a) Suspend the Official or Personnel from their official duties and/or;
  - (b) Disqualify the Competitor from participating in the Association event with or without a refund of any fees and/or;
  - (c) Instruct the Official, Personnel or Competitor to leave the Association property and/or event grounds immediately and/or;
  - (d) Take disciplinary action against the Official, Personnel or Competitor. The nature and severity of the violation, and whether there has been previous breaches of this Policy, will determine the disciplinary action taken. Disciplinary action may include but is not limited to barring from participating in any future Association events, and fines as determined by the Disciplinary Committee and removal from the Approved Personnel List.
- 10.8. If this Policy is breached, the Association (and/or its insurer) may, at its sole discretion, require the Employee, Contractor, Official, Personnel or Competitor to indemnify the Association for any and all costs arising out of or in connection with the drug and/or alcohol test.

## **11. REHABILITATION**

- 11.1. If an employee returns a positive test, the Association may, in its sole discretion, permit him/her to continue in their employment, subject to the requirement that they join the Association Drug and Alcohol Rehabilitation Programme. Failure to take part or complete the programme may result in disciplinary action up to and including dismissal. The Employee may be suspended from his/her duties (with or without pay, in the Association's sole discretion) or allocated alternative duties during the programme (if available, and in the Association's sole discretion).
- 11.2. For all Employees returning a positive test, the Association may, in its sole discretion, and upon the Employee's request, fund an initial assessment by a rehabilitation provider nominated or approved by the Association.

### 11.3. Procedure

The Employee must sign a contract (see Schedule C) agreeing to the programme and to follow up testing. Failure to sign the contract may result in disciplinary action up to and including dismissal (with or without notice);

- (a) The Executive Officer will arrange an initial appointment for the Employee to meet with the rehabilitation specialist;
- (b) The Employee will be given a phone number to contact the rehabilitation specialist;
- (c) All communications between the specialist and Employee will remain confidential save as provided in Schedule C;
- (d) The rehabilitation specialist will arrange for treatment or further specialist advice as considered necessary;
- (e) Rehabilitation will commence and the rehabilitation provider will provide the Executive Officer with information on the attendance of the Employee in accordance with Schedule C;
- (f) The rehabilitation specialist will report to the Executive Officer after three sessions on the necessity or value of further treatment. Further sessions are at the Employee's cost;
- (g) With the permission of the Employee, the Employee's representative is to be informed of progress.

### 11.4. Post-treatment Testing

- (a) On completion of the programme and prior to returning to normal duties, the Employee will be required to return a negative drug and alcohol test (the cost of which testing will be met by the Employee).
- (b) The Employee will subsequently be subjected to at least 3 random drug and alcohol tests over the next 6 months.
- (c) A positive test during or following treatment may result in disciplinary action up to and including dismissal (with or without notice).

## 12. SEARCH AND SURVEILLANCE

12.1. In order to further assist with achieving the objectives set out in this Policy, the Association may undertake search and surveillance. In particular:

- (a) The Association may search any property (including Employee, Contractor, Official, Personnel or Competitor property) located within any area in the Association's possession or control or within the possession or control of any client or customer of the Association ('Association premises'). This may include offices, vehicles, workstations, production areas, lockers, and storage areas. Such searches may be carried out on a random basis.
- (b) The Association may operate electronic surveillance equipment (including covertly) within Association premises and/or event grounds at any time in accordance with The Workplace Surveillance Act 2005 or its replacement.

- (c) The Association may employ a specialist drug detection dog team to conduct inspections (including random inspections) within the Association premises and/or on event grounds.
  - (d) If a drug detection dog or other detection mechanism indicates the recent possession and or use of drugs by an Employee, Contractor, Official, Personnel or Competitor, the Association may require the Employee, Contractor, Official, Personnel or Competitor, to undergo drug testing in accordance with this Policy.
- 12.2. For the avoidance of doubt, by bringing personal property onto Association premises, an Employee, Contractor, Official, Personnel or Competitor is deemed to have consented to his or her property being searched or inspected in accordance with this Policy.

### **13. CONFIDENTIALITY AND PRIVACY LEGISLATION**

- 13.1. All information gathered as a result of testing or participation in a rehabilitation or treatment programme is collected for the purpose of implementing this Policy and achieving its objectives.
- 13.2. All information will be held by the Executive Officer and will be held for the duration of the individual's employment/engagement/competition participation or longer where deemed necessary by the Association or by law. Relevant information may be disclosed to the Employee's supervisor or manager and/or the Board of Directors, the Board Executive or the Disciplinary Committee as determined by the Executive Officer. The Employee, Contractor, Official, Personnel or Competitor is able to have access to this information upon request.
- 13.3. Save as required by law, no information relating to any testing or rehabilitation will be disclosed to an external party without the written consent of the Employee, Contractor, Official, Personnel or Competitor concerned.
- 13.4. Information pertaining to the amount of tests conducted and number of positive and negative results may be used at the discretion of the Executive Officer and/or the Board of Directors.
- 13.5. All other persons present at any test conducted under this policy shall also have regards for strict confidentiality.

### **14. APPLICATION**

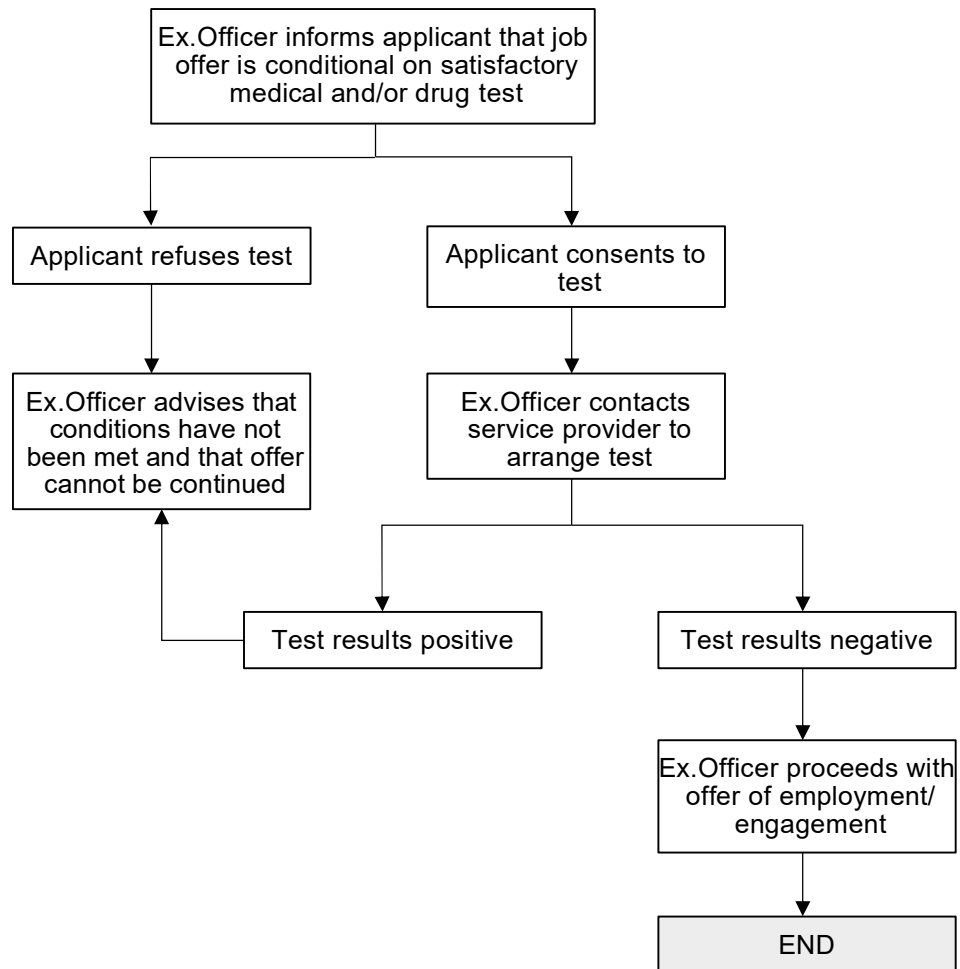
- 14.1. This Policy applies to Employees, Contractors, Officials, Personnel, and Competitors. However, some aspects of this Policy may only be applicable to employees, such as Rehabilitation and Support. Nothing in this Policy is intended to create an employment relationship between the Association and its contractors.

**If you have any queries about this Policy, please contact the Executive Officer**



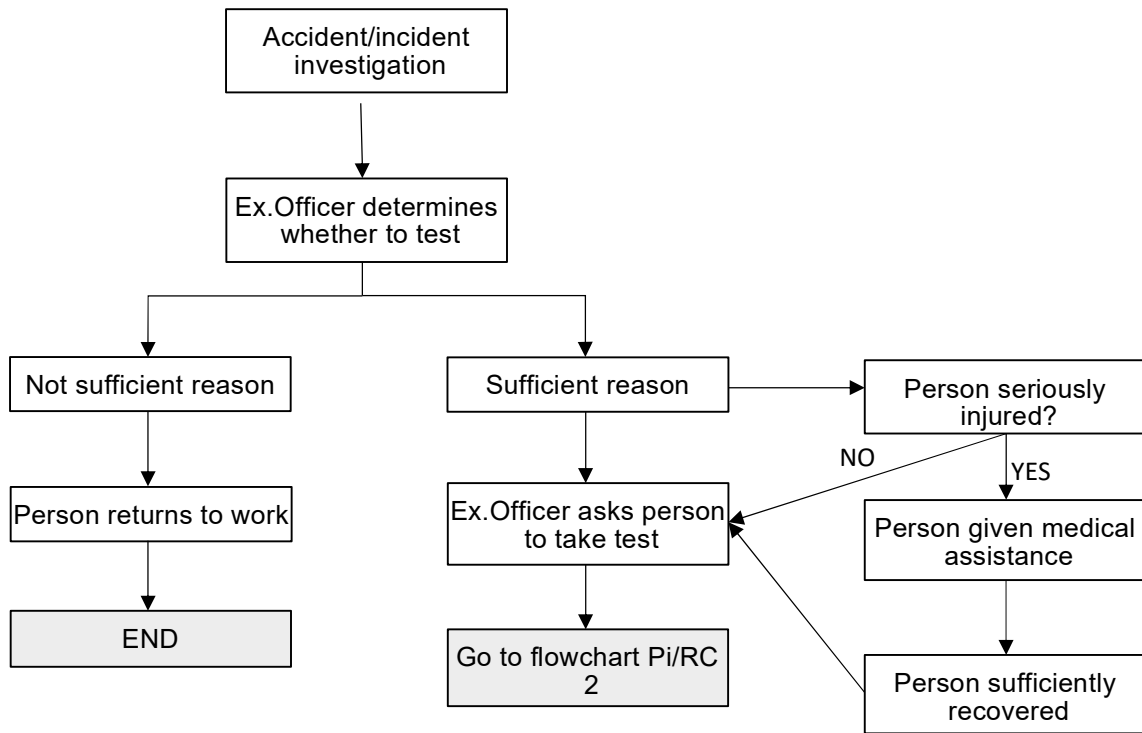
## Appendix 1 - Pre-employment/Engagement Testing Flowchart

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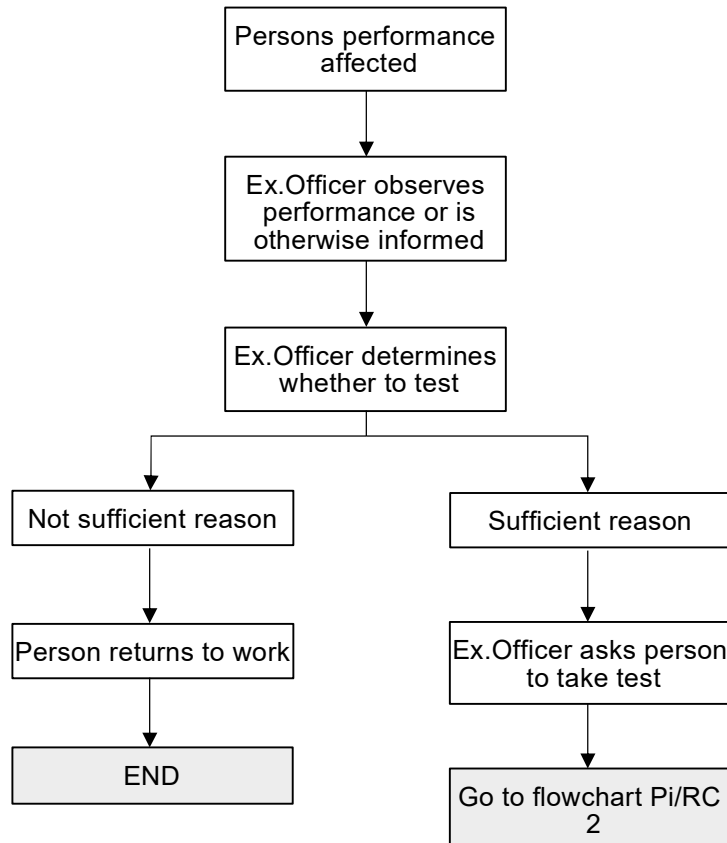
## Appendix 2 - Post Incident Testing Flowchart - PI 1

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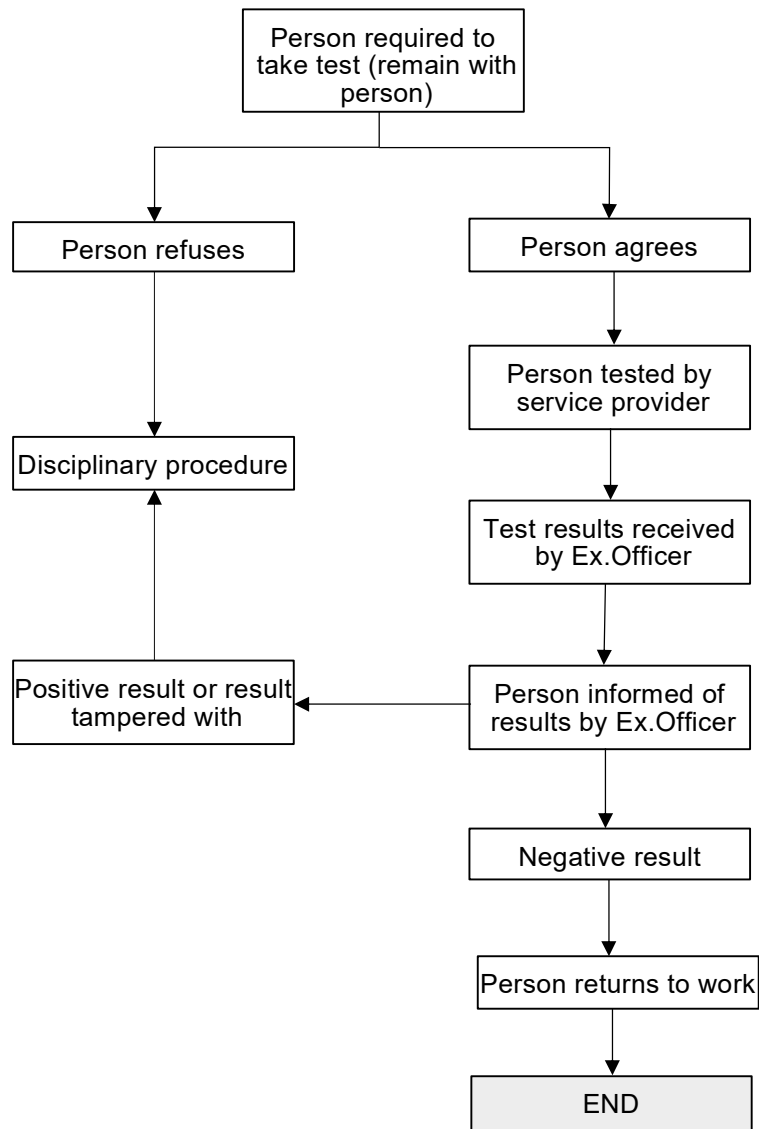
## Appendix 3 - Reasonable Cause Testing Flowchart - RC 1

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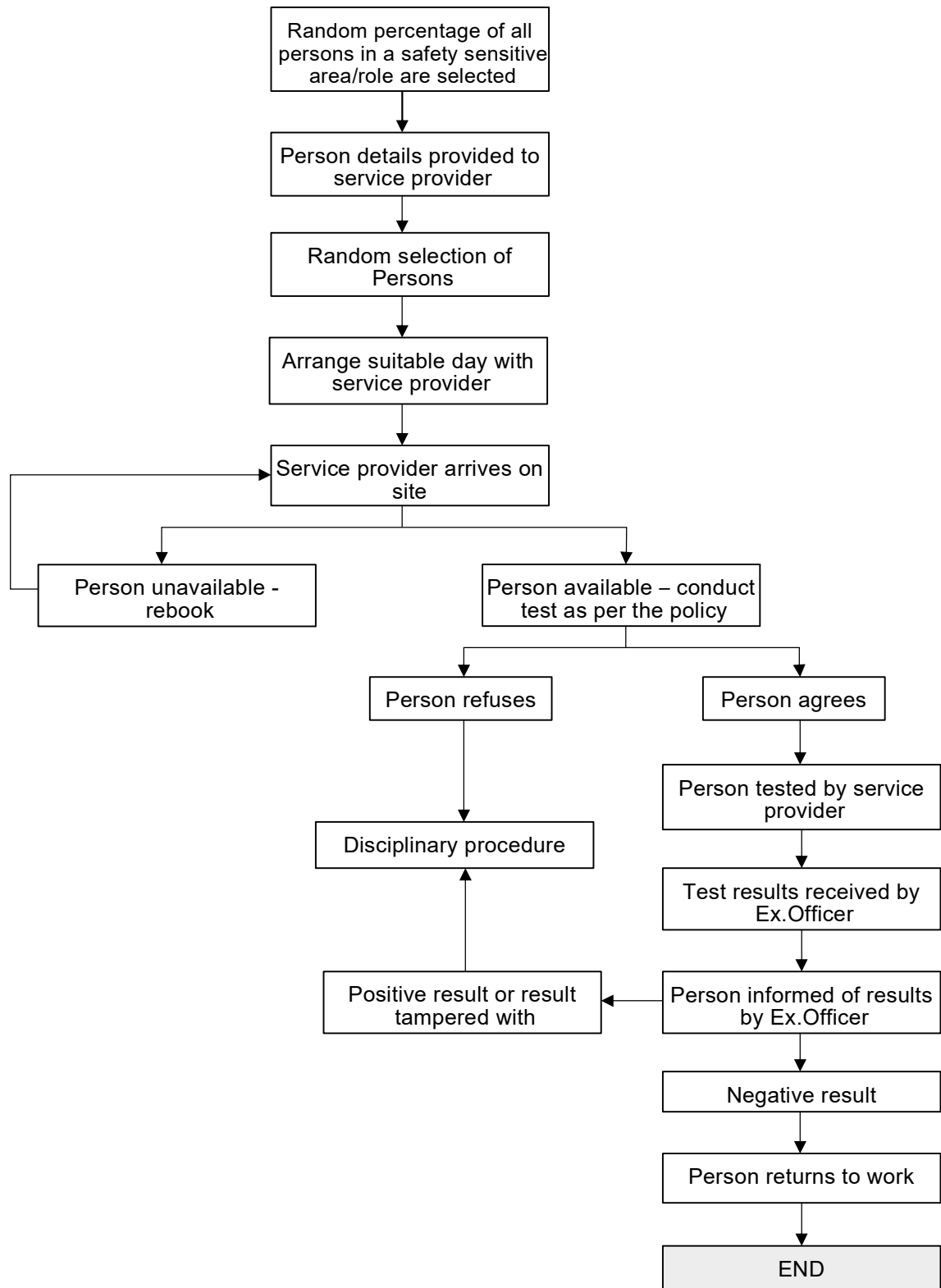
## Appendix 4 - Post Incident & Reasonable Cause Testing Flowchart - PI/RC 2

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## Appendix 5 - Random Selection/Testing Flowchart - RS1

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# Schedule A - Drug Testing Procedure

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## **Urine Drug Testing Procedure AS/NZS 4308:2008**

### Step 1

The identity of the Person is confirmed (using photo ID) and the Person's details are recorded including any medication the Person may be taking.

### Step 2

The screening process and consent are explained to the Person and written consent is obtained from the Person.

### Step 3

The breath alcohol screening is conducted (if applicable).

### Step 4

The Person is asked to wash their hands.

### Step 5

The Person is given a test cup and asked to provide a sample.

### Step 6

The Person gives the collector the sample.

### Step 7

The sample is checked for temperature and foreign objects and then lid is placed on the container.

### Step 8

The urine is checked to ensure it is within a testable range using the adulteration panel which checks for 5 main adulterants.

### Step 9

The results of the test are recorded and copy given to the Person.

If the result is negative, the Person will be allowed to return to his/her duties or participation in any Association event as applicable.

If the initial on-site result is non-negative, the procedure will continue from step 10 below.

### Step 10

The Person is asked if he/she agrees with the result and is given the opportunity to make any comments. The Person is advised that the sample will be split into multiple samples and sent to an accredited laboratory for confirmation.

### Step 11

The sample is split into three separate containers in the Person's presence and the tamper proof seals are placed on them which are initialled and sealed in the Person's presence. The Person signs chain of custody forms.

### Step 12

The samples are secured in a tamper proof bag and forwarded to an accredited laboratory for confirmation.

### Step 13

The results are forwarded directly to the Executive Officer of the Association.

## **Oral Fluid Drug Testing Procedure AS/NZS 4760:2019**

### Step 1

The identity of the Person is confirmed (using photo ID) and the Person's details are recorded including any medication the Person may be taking.

### Step 2

The screening process and consent are explained to the Person and written consent is obtained from the Person.

### Step 3

The breath alcohol screening is conducted (if applicable).

### Step 4

The Person is asked to wash their hands.

### Step 5

The Person is asked to insert the test device collection pad into their mouth. The collector will advise when the sample is ready.

### Step 6

The sample is removed from the Person's mouth. It is anticipated that the results will be ready in approximately five minutes.

### Step 7

The results of the test are recorded and copy given to the Person.

If the result is negative, the Person will be allowed to return to his/her duties or participation in any Association event as applicable.

If the initial on-site result is non-negative, the procedure will continue from step 8 below.

### Step 8

The Person is asked if he/she agrees with the result and is given the opportunity to make any comments. The Person is advised that two additional samples will be taken and sent to an accredited laboratory for confirmation.

### Step 9

A second and third sample are obtained from the Person by placing two device collection pads in the Person's mouth to gather more saliva. The collector will advise when the sample is ready.

### Step 10

The second and third samples are placed into separate containers in the Person's presence and the tamper proof seals are placed on them which are initialled and sealed in the Person's presence. The Person signs chain of custody forms.

### Step 11

The samples are secured in a tamper proof bag and forwarded to the accredited laboratory for confirmation.

### Step 12

The results are forwarded directly to the Executive Officer of the Association.

## Schedule B - Reasonable Cause Indicators - Process Form

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When determining "reasonable cause", physical symptoms and/or unusual or out of character on-site observable behaviours must be considered.

Examples of physical symptoms or behaviours include, but are not limited to:

- excessive lateness
- absences often on Monday, Friday or in conjunction with holidays
- increased health problems or complaints about health
- emotional signs – outbursts, anger, aggression
- changes in personality
- changes in alertness – difficulty with attention span
- changes in appearance – clothing, hair, personal hygiene
- less energy
- involvement in various minor accidents
- feigning sickness or emergencies to get out of work early
- going to the bathroom more than normal
- defensive when confronted about behaviour
- dizziness
- slurred speech
- hangovers
- violent behaviour
- impaired motor skills
- bloodshot eyes
- impaired or reduced short term memory
- reduced ability to perform tasks requiring concentration and co-ordination
- intense anxiety or panic attacks
- impairments in learning and memory, perception and judgement
- irritability
- depression
- odour of alcohol or drugs
- inability to walk in a straight line
- irrational laughter and foolish behaviour

Reasonable grounds testing may also take place where the Association learns, from a credible source, that the Person is working under the influence of drugs and/or alcohol, or where the Person is observed using, possessing, distributing or consuming drugs or alcohol during work time, during any breaks and/or during an Association social event or work related function, whether on or off the Association premises or during our outside normal working hours.

Persons name: \_\_\_\_\_

Department: \_\_\_\_\_

Date(s): \_\_\_\_\_

Support person:  Yes  No Name: \_\_\_\_\_

Supervisor's name: \_\_\_\_\_

Department: \_\_\_\_\_



Approved person's name: \_\_\_\_\_  
Department: \_\_\_\_\_  
Date(s): \_\_\_\_\_

Supervisor to record below the physical symptoms or behaviours observed:

\_\_\_\_\_  
\_\_\_\_\_

Comments/explanation of Person (if offered)

\_\_\_\_\_  
\_\_\_\_\_

Comments of Supervisor/Approved Person

\_\_\_\_\_  
\_\_\_\_\_

#### **DETERMINING REASONABLE CAUSE**

From your observation is there a risk to the health and safety of this person and others?

Yes  No

Are you satisfied that it is reasonably possible that the risk is a result of the possible use of drugs or alcohol?

Yes  No

*Do NOT proceed with reasonable cause testing unless the above questions are answered with a YES*

#### **TAKING ACTION**

Reasonable cause established? Yes  No

Time: \_\_\_\_\_ Date: \_\_\_\_\_

Action taken:

\_\_\_\_\_

Supervisor's signature:

\_\_\_\_\_

Date and time:

\_\_\_\_\_

Approved person's signature:

\_\_\_\_\_

Date and time:

\_\_\_\_\_

# Schedule C - Health Rehabilitation Contract

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The Australian Bushmen's Campdraft and Rodeo Association Limited (ABN 82 002 967 142) ('**Association**') Health Rehabilitation Contract

I .....(person name) acknowledge that I have been entered into the Association Health Rehabilitation Plan ('**Plan**') and that my continued employment with the Association is subject to the following:

I am committed to full participation in the Plan with the service provider(s) specified by the Association.

I authorise the service provider to release the following information to the Executive Officer of the Association:

- Whether I have kept appointments;
- Whether the service provider has recommended a course of treatment;
- Whether I am following that course;
- Whether a return to work is appropriate and within what timeframe; and
- Whether I have completed the required treatment.

I understand that the Association may disclose the above information to any client or customer who requests it and would reasonably need to know such information for safety reasons, and I consent to such disclosure.

I agree to take this course outside work hours or use leave entitlements, if required and approved, to participate during work hours.

I agree to take 3 subsequent drug and alcohol tests in the 6 months following treatment and agree to the release of the results to the Association.

Optional: I accept and agree that I will be [suspended from my duties with / without pay / allocated alternative duties] while I participate in the course.

I accept that if:

- I do not attend or complete the required course; or
- On any future occasion, including the 3 tests referred to above, I return a positive drug and alcohol test; or
- I refuse to take any of the 3 subsequent tests,

the Association may terminate my employment, with or without notice.

I accept the terms of this contract, which I acknowledge may be in addition to or vary the terms of my current employment agreement.

Person: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule D - Safety Sensitive Positions & Roles

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Please note the following is a non-exhaustive list of the types of positions and roles that are classed as safety sensitive positions or roles and which are subject to random testing under this Policy.

- Any Person who uses a motor vehicle as part of their role;
- Any Person operating machinery or power tools;
- Any Person working with dangerous animals; and
- Any Person performing duties at an Association event.