




# ALCOHOL AND DRUG POLICY FOR CONTRACTORS

CAPITAL POWER ALCOHOL AND DRUG POLICY FOR CONTRACTORS			
<b>Approved by:</b>			<b>Date:</b> June 29, 2018
	Gerard Merkosky, Vice President, Health, Safety & Environment		
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Version #	Description of Changes	Prepared By	Date
01	Initial Release		June 29, 2018
02	<ol style="list-style-type: none"> <li>1. Revisions to roles and responsibilities for Employees, Supervisors &amp; Program Administrator</li> <li>2. Alcohol possession prohibited on Capital Power premises.</li> <li>3. Revisions to "responsible serving practices".</li> </ol>	R. Oleschuk	October 16, 2018

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## 1.0 PURPOSE

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Capital Power is committed to the health and safety of its Employees, customers, Contractors, suppliers, environment, property, and the public and to maintaining a safe and efficient working environment, while ensuring individuals are treated fairly and with respect.

Capital Power continually promotes healthy lifestyles, a zero-injury safety culture, and environmental responsibility and as such has implemented this Alcohol and Drug Policy to eliminate the negative effects of Alcohol and other Drug use in our workplace.

## 2.0 SCOPE

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Unless otherwise specified, Contractors are expected to administer their own Alcohol and Drug Policy. However, in situations where a Contractor has no Alcohol and Drug Policy, or where Capital Power has specifically assigned this Policy to a Contractor, the Contractor must abide by this Policy.

This Policy shall apply to all Contract Workers while they are engaged in Capital Power Business, when on Capital Power Premises or Worksites, and when operating Capital Power owned vehicles and equipment. Failure of a Contractor, or Contract Worker, to meet these requirements will be considered a breach of Contract, and may result in penalty clauses under the Contract or suspension or termination of the Contract.

The Policy is subject to ongoing review and evaluation, and modifications shall be made when deemed necessary to respond to changing circumstances and evolving needs.

## 3.0 RESPONSIBILITIES

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### 3.1 CONTRACTOR

Contractors are responsible to:

- a. Read, understand, and comply with the requirements of this Policy.
- b. Complete Capital Power's Acknowledgement Form (Appendix B-Acknowledgement form for Contractors, Appendix C – Acknowledgement Form or Sole Proprietor Contractors).
- c. Complete "Capital Power's Contractor Testing Waiver" (Appendix E).
- d. Ensure their Contract Worker(s) read, understand and comply with the requirements of this Policy.
- e. Maintain compliance with Capital Power's Pre-Work/Pre-Access testing requirements when performing Safety-Sensitive work. For Contractors in Alberta, this includes maintaining an active status in the Rapid Site Access Program (RSAP) through Construction Labour Relations (if applicable).
- f. Adjust work assignments as required (which may include placing the worker on leave) when their worker identifies that they are using over-the-counter or prescribed medication (including medical cannabis) that could impact their fitness for duty.
- g. Immediately report all or possible violations of this Policy to their Capital Power Representative.
- h. Fully investigate any possible Significant Incidents or possible Alcohol and Drug Policy violations that involve their Contract Worker(s).
- i. Immediately report to their Capital Power Representative any use of Medications by their Contract Workers that could impact their Fitness for Duty.

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### 3.2 CONTRACT WORKER

Contract Workers are responsible to:

- a. Report Fit for Duty, and remain Fit for Duty throughout their work day or shift.
- b. Read, understand, and comply with the requirements of this Policy.
- c. Cooperate with their Contractor and Capital Power in the administration of the Alcohol and Drug Policy, including investigations and requests to participate in Alcohol and Drug testing.
- d. Consult with their prescribing medical practitioner and/or pharmacist to determine if the effects of any over-the-counter or prescribed medication (including medical cannabis) could impact your fitness for duty.
- e. Inform their Supervisor and/or Capital Power Representative if the effects of any prescribed or over-the-counter medication could impact your fitness for duty.
- f. Immediately report all possible Significant Incidents or possible violations of their Alcohol and Drug Policy to their Contractor and/or Capital Power Representative.
- g. Take steps to ensure other workers do not drive or operate equipment if they appear intoxicated.

### 3.3 CAPITAL POWER MANAGEMENT

- a. Endorse and support this Policy.
- b. Support Supervisors with the implementation and enforcement of this Policy.
- c. Ensure Supervisors are aware of their responsibilities relating to this Policy.
- d. Ensure Supervisors have the means and resources required to satisfy this Policy.
- e. Investigate incidents pertaining to Alcohol and Drug related occurrences.
- f. Approve referrals for an Alcohol and Drug Test in a Post-Incident or Reasonable Cause situation as and when required to do so under this Policy.

### 3.4 CAPITAL POWER SUPERVISORS

- a. Ensure Contractors are aware of their responsibilities as per this Policy.
- b. Ensure Contractors comply with this Policy.
- c. Advise Management of any situation in which they have grounds to believe a Contractor is in violation of this Policy.
- d. Adjust work assignments as required (which may include placing the worker on leave) when worker identifies that they are using over-the-counter or prescribed medication (including medical cannabis) that could impact their fitness for duty.
- e. Advise Management if a Contract Worker admits they may have an Alcohol or Drug problem so that appropriate assessment and assistance can be arranged with the Contractor.

### 3.5 CAPITAL POWER PROGRAM ADMINISTRATOR

- a. Consistently administer this Policy.
- b. Answer questions or inquiries from Managers, Supervisors or Contractors regarding this Policy.

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### 3.6 HSE ADVISOR

- a. Audit Worksites for compliance with this Policy.
- b. Monitor the Policy and recommend changes as required.
- c. Consistently administer this Policy.

### 4.0 ALCOHOL AND DRUG POLICY REQUIREMENTS

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All Contractors and Contract Workers shall comply with the following requirement for any activity undertaken while on Capital Power Business, Capital Power Premises or Worksites, or while operating Capital Power owned vehicles or equipment.

- a. Contractors and Contract Workers must report and remain Fit-for-Duty throughout their workday or shift, and when on Scheduled On-Call status.

### 5.0 PROHIBITED SUBSTANCES AND ACTIVITIES

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Using or storing Alcohol, Mood-Altering Substances, Illicit Drugs or Drug Paraphernalia on Capital Power Premises or in Capital Power vehicles is prohibited.

#### 5.1 ILLICIT DRUGS AND OTHER MOOD ALTERING SUBSTANCES

The following are prohibited:

- b. The use, possession, cultivation, manufacture, distribution, offer, or sale of Illicit Drugs or other Mood-Altering Substances, or Illicit Drug Paraphernalia.
- c. Reporting for, or remaining on duty, or on Scheduled On-Call status, under the influence of Illicit Drugs or other Mood-Altering Substances.
- d. A positive Drug test.

#### 5.2 ALCOHOL

The following are prohibited:

- a. The manufacture, distribution, offer, or sale of an Alcoholic beverage while on Capital Power Business or on Capital Power Premises.
- b. The use of Alcohol while on Company Business, including when travelling, unless otherwise specified in Section 5.3.
- c. The possession of Alcohol on Capital Power Premises.
- d. Reporting for, or remaining on duty, or on Scheduled On-Call status, under the influence of Alcohol from any source, including after consuming Alcohol at a social event (whether sponsored by the Capital Power or not), or consumption of any product containing Alcohol when on duty, including during meals or other breaks. Contractors who have consumed Alcohol shall not return to work until their next scheduled shift.
- e. An Alcohol test result of .04 Blood Alcohol Content (BAC) or greater.
- f. The transportation of Alcohol in a vehicle on a Capital Power Worksite at any time.

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### 5.3 ALCOHOL ACCEPTABLE USE

Within the context of this Policy, Contract Workers may use Alcohol at a Capital Power sponsored event to which they have received a specific invitation to attend by a Capital Power Representative. This includes any situation where Capital Power pays for the event expenses. Examples include team building events, business dinners, or other such situations.

In all acceptable use situations, Contract Workers must ensure they:

- a. Use Alcohol responsibly and in moderation.
- b. Are not returning to work or to Capital Power Premises after consuming Alcohol.
- c. Procure an alternate means of transportation or accommodation should they have reason to believe they are unfit to drive.
- d. Take steps to prevent an apparently intoxicated attendee from driving after the event.
- e. Contact the police if an incident occurs, or an attendee disregards advice and attempts to drive in an intoxicated state.

### 5.4 MEDICATIONS

- a. Medications of concern are those that may inhibit the ability of a Contract Worker to perform their job safely and productively.
- b. All Contract Workers shall manage potential impairment during working hours due to the legitimate use of medications.
- c. The following are prohibited:
  - i. The intentional misuse of Medications (e.g., not using the Medication as it has been prescribed, using someone else's prescription Medication, combining Medication and Alcohol use against direction).
  - ii. The possession of prescribed Medications without a legally obtained prescription or medical document, and distribution, offering, or sale of prescription Medications.
  - iii. Reporting for, or being on duty, while under the influence of a Medication that affects one's ability to perform duties safely.
  - iv. Failing to report to their Capital Power Supervisor or designate the use of a Medication that could affect their ability to perform duties safely.
- d. Contract Workers shall consult with their treating physician or a pharmacist to determine if use of the Medication will have any potential negative impact on Fitness-for-Duty.
- e. If the Medication they are using could impact their Fitness-for-Duty, Contract Workers are to act responsibly and take appropriate action to minimize the risk that their Fitness-for-Duty is compromised. Appropriate action includes, but is not limited to:
  - i. Using a safe alternative Medication or treatment choice when available (e.g., non-drowsy), and consulting with their treating physician or pharmacist as needed to identify such an alternative Medication or treatment.
  - ii. Investigating through their treating physician whether use of the Medication can be effectively controlled and monitored to ensure they are able to perform their duties safely.

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- iii. Advising their Capital Power Supervisor or designate that they are using Medication which could negatively affect their ability to safely perform their duties.
- iv. If the Contractor or Contract Worker holds a Safety-Sensitive Position, and no safe alternative Medication or treatment choice can be identified, investigating through their Capital Power Supervisor or designate whether modified or alternative duties are warranted and available to ensure they are able to perform their duties safely. \*
- v. Immediately removing themselves from duty and advising their Capital Power Supervisor or designate when feeling any cognitive or physical limitations that could negatively affect their ability to perform their duties safely.

\* The Contractor shall remove the Contract Worker from Safety-Sensitive duties until they are satisfied that the Contract Worker’s use of Medication does not compromise his or her Fitness for Duty. Capital Power reserves the right to remove the Contract Worker from Safety-Sensitive Positions until satisfied that the Contract Worker’s use of Medication does not compromise his or her Fitness for Duty.

**6.0 ALCOHOL AND DRUG TESTING**

Management shall immediately notify the Program Administrator of all requested Alcohol and Drug Tests.

**6.1 TESTING CIRCUMSTANCES**

The following table identifies the testing circumstances and applicable positions at Capital Power. A Refusal to Test is a violation of this Policy.

Testing Circumstances	Safety-Sensitive Position	All other Contractors or Contract Workers
Safety-Sensitive Position Certification Testing	YES	NO
Reasonable Cause Testing	YES	NO
Post-Incident Testing	YES	YES

**6.2 PRE-WORK (SAFETY-SENSITIVE POSITIONS) / PRE-ACCESS TESTING REQUIREMENTS**

With the exception of Contractor Workers who are participants in “Rapid Site Access Program”, all Contract Workers in an identified Safety-Sensitive Position are to undergo an Alcohol and Drug test as precondition to commencing work on Capital Power Business. Failure to pass the test(s) or refusal to participate means the Contract Worker is not eligible to perform Capital Power Business or gain access to Capital Power Worksites. Testing exemptions are identified in Section 2.0 of Schedule A- Alcohol and Drug Testing Procedures for Contractors.

The test shall be completed 90 days or less before deployment to Capital Power Premises and results provided to Capital Power. The test shall conclude that no Drug was detected at levels exceeding the limits set out in the “Required Testing Procedures” and that no evidence of tampering with or substitution of the sample was found.

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The Capital Power Representative is responsible to ensure Contractors and Contract Workers are informed of the testing requirements set out in this document and shall ensure that Contractors provide documentation to Capital Power as needed.

Capital Power reserves the right to audit the Contractor’s Alcohol and Drug testing results to ensure compliance.

**6.3 UNFIT-FOR-DUTY INVESTIGATIONS AND REASONABLE CAUSE TESTING**

An Unfit-for-Duty Investigation will be conducted by the Contract Worker’s Capital Power Supervisor or a designate when an Contractor Worker’s performance, actions, appearance, or conduct indicate that there is Reasonable Cause that they may not be Fit-for-Duty. The investigation shall be documented on the “Unfit-for-Duty Investigation Form” (see Schedule A).

Whenever an Unfit-for-Duty Investigation concludes there is Reasonable Cause to believe that the Contract Worker is not, or may not be, Fit-for-Duty due to the use of Drugs or Alcohol, the results of the investigation shall be shared with another Capital Power Supervisor for concurrence. If both supervisors are in agreement with the results, the following shall occur:

- a. For Safety Sensitive Positions – Reasonable Cause has been established and an Alcohol and Drug Test shall be required.
- b. For all other Contract Workers – The results of the investigation shall be treated as a performance issue to be addressed by the Contract Worker’s Supervisor. Capital Power reserves the right to have the Contractor, or the Contract Worker, removed from Capital Power Worksites and Premises for performance reasons.

**6.4 POST-INCIDENT TESTING INVESTIGATION**

Post-Incident Testing may be required for all Contractor Workers as part of an incident investigation.

A Post-Incident Alcohol and Drug Testing Investigation shall be conducted for all Significant Incidents to determine if an Alcohol and Drug Test is required. The Capital Power Supervisor and a second Capital Power Supervisor, must agree on the results of all Post-Incident Alcohol and Drug Investigations. Whenever a Post-Incident Alcohol and Drug Testing Investigation concludes that all reasonable factors have been ruled out (e.g. Acts of God, Acts of Terrorism etc.), and that the Contractor committed (or may have committed) Acts or Omissions that contributed to the incident, an Alcohol and Drug Test shall be required.

All Post-Incident Alcohol and Drug Test Investigations shall be documented on the “Post-Incident Alcohol and Drug Testing Investigation Form” (see Schedule A).

**6.5 ACCESS TO TESTING SERVICES**

Testing shall be arranged through Capital Power’s testing provider and the Contract Worker shall sign the “Contractor Testing Waiver” (Appendix C) releasing Capital Power from any legal liability associated with the provision of testing services.

Capital Power reserves the right to invoice the Contractor for reasonable and customary charges associated with providing this service.

In any situation where Contract Workers are tested through Capital Power’s testing provider, that individual shall confirm in writing that their results can be released to Capital Power.

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## **7.0 ADDITIONAL FACTORS**

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### **7.1 POSSESSION OF ALCOHOL OR DRUGS**

Where there is Reasonable Cause to believe that Alcohol, Drugs, and/or Drug Paraphernalia are located on Capital Power Premises, Capital Power reserves the right to conduct unannounced searches of work premises, vehicles and equipment owned, leased or otherwise controlled by Capital Power.

Capital Power may, where Reasonable Cause exists, search a Contract Worker's personal property, vehicles, clothing (including pat-down searches), and effects on Capital Power Premises.

Refusal by an Contract Worker to consent to such a search, when there is Reasonable Cause to conduct one, shall be treated as non-compliance with this Policy, and may include disciplinary action, up to and including termination of their Contract.

Capital Power Supervisors shall identify situations where a search is justified based on a combination of indicators, which include (but are not limited to) behaviour, odour, and/or presence of Drug Paraphernalia. Capital Power Supervisors shall advise the Program Administrator, who, in conjunction with the appropriate member of Management, shall determine if a search shall be initiated.

Searches conducted at Capital Power offices, operating facilities, or construction sites shall be conducted by the most senior level of Management available at that location with the support of security (if applicable). In certain cases, where consent is refused, police may be requested to carry out the search.

## **8.0 CONSEQUENCES OF A VIOLATION**

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A positive Drug test, or an Alcohol test result of .04 BAC or higher, or a Refusal to Test are all considered a violation of this Policy.

Failure of a Contractor to fully investigate to Capital Power's satisfaction a possible Significant Incident or possible breach of this Policy shall be considered a breach of Contract, and may result in triggering penalty clauses under the Contract, or suspension or termination of the Contract.

Failure of a Contractor to take appropriate corrective action to the satisfaction of Capital Power to address a Significant Incident or a Contract Worker's violation of this Policy shall be considered a breach of Contract, and may result in triggering penalty clauses under the Contract, or suspension or termination of the Contract.

Failure of a Contractor, or their Contract Workers to meet any requirement of this Policy, shall be considered a breach of Contract, and may result in triggering penalty clauses under the Contract, or suspension or termination of the Contract.

Capital Power reserves the right to deny any Contract Worker who violates this Policy access to Capital Power Premises and Worksites Capital Power also reserves the right to stipulate conditions to the Contractor upon which it is prepared to permit any Contract Worker who has violated this Policy to gain access to Capital Power Premises and Worksites and/or return to work on Capital Power Business.

Absent special mitigating circumstances, Contract Workers who violate this Policy shall be denied access to Capital Power Premises and Worksites and be considered ineligible to work on Capital Power Business for a period of at least 6 months.

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## 9.0 DEFINITIONS

**Acts and/or Omissions:** Actions and/or omissions of an Worker that may be a contributing factor in causing a Significant Incident to occur, and include, but are not limited to:

- a. Failing to adhere to a standard, code, practice, process or procedure that is reasonable to expect the Worker to have known or understood.
- b. Failing to use when required, or improperly use, any tools, equipment, and/or PPE; and
- c. Recognizing but failing to address a hazard, or failing to recognize a hazard, that a competent worker would have reasonably been expected to recognize and control.

**Alcohol:** Any substance that may be consumed and that has an alcoholic content in excess of 0.5 percent by volume.

**Alcohol and Drug:** Alcohol or Drugs, or both.

**Alcohol and Drug Test:** The test administered in accordance to the testing standards in this policy that is used to determine if an Worker is in violation of the requirements of this policy.

**Capital Power Business:** All business activities undertaken by Contract Workers in the course of Capital Power's operations, whether conducted on or off Capital Power Premises or Capital Power Worksites. It includes situations where a Contract Worker is representing, or could reasonably be perceived as representing Capital Power in the performance of duties.

**Capital Power Premises:** Includes but is not necessarily restricted to all land, facilities, mobile equipment and vehicles owned, leased or otherwise directly controlled by Capital Power in its operations.

**Capital Power Worksite:** Any site or location where a Capital Power Worker has been assigned to work.

**Contractor:** A person, partnership or group of persons who through a contract, an agreement or ownership directs the activities of one or more employers or self-employed persons involved in work at a work site

**Contract Worker:** For purposes of this Policy, a Contract Worker is defined as a person engaged in an occupation for a Contractor or is self-employed.

**Drug:** Means any Drug, substance, chemical or agent, the use or possession of which is unlawful in Canada and US, and includes any otherwise legal but illicitly-used substance, chemical, Medication, over-the-counter Drugs, Tetrahydrocannabinol (THC)-containing substances, and synthetic forms of illegal substances, the use of which has the potential to change or adversely affect the way a person thinks, feels or acts. For the purposes of the Policy, Drugs of concern are those that inhibit a worker's ability to perform his or her job safely and productively.

**Drug Paraphernalia:** Any personal property associated with the use of any Drug, substance, chemical or agent, the possession of which is unlawful, including any product or device that may be used to attempt to tamper with a testing sample.

**Fitness-for-Duty and Fit-for-Duty:** In the context of this Policy, being able to perform assigned duties safely and acceptably without any limitations due to the use or after-effects of Alcohol, Illicit Drugs, medications, or Mood-Altering Substances.

**Illicit Drug:** Any Drug or substance that is not legally obtainable and whose use, sale, possession, purchase, or transfer is restricted or prohibited by law.

**Management:** A Senior Manager, Plant Manager, Operation Manager or Senior Project Manager and above position that is accountable for an area, and who is directly responsible for the performance of individuals.

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**Medication:** Refer to any Drug, substance, chemical or agent used for medicinal purposes obtained legally including over-the-counter medications or through a doctor’s prescription.

**Mood-Altering Substance:** Refers to any product that is legally or illegally used, resulting in cognitive or physical limitations that negatively impact performance on the job.

**Other Factors:** Acts of God or Acts of Terrorism.

**Post-Incident Alcohol and Drug Testing Investigation:** A Post-Incident Alcohol and Drug Testing Investigation is used to determine if an Alcohol and Drug Test is required. Whenever a Post-Incident Alcohol and Drug Testing Investigation reveals that all reasonable factors have been ruled out (e.g. acts of god, acts of terror) and that the Worker committed (or may have committed) Acts or Omissions that contributed to the incident, an Alcohol and Drug Test shall be required.

**Post-Incident:** The period after an incident has occurred, when an Alcohol and Drug Test may be conducted.

**Program Administrator:** Capital Power Employee with responsibility for the communication and administration of this Policy.

**Policy:** Refers to Capital Power’s Drug and Alcohol Policy and any operation bulletins, schedules or procedures as may be created or amended with respect to this Policy from time to time.

**Reasonable Cause or Reasonable Grounds:** Includes information established by the observation of the actions, appearance or conduct of an individual when on duty, reporting of duty or on a scheduled call that are indicative of the use of Drugs or Alcohol, and may include but are not limited to observed use or evidence of use of a Drug or Alcohol, changes in job performance, erratic or atypical behavior, physical appearance or changes in physical appearance, changes in speech patterns, changes in attendance record or unexplained absences during regular work hours, smell associated with Alcohol or Drugs on the individual or in the vicinity, the presence of Alcohol, Drugs or Drug Paraphernalia on the individual or circumstances surrounding a Significant Incident.

**Refusal to Test:** Refusal to test includes:

- a. Failure of a Contract Worker to report directly for a test, and/or refusal to submit to a test.
- b. Failure to provide a valid specimen absent a documented medical condition.
- c. A confirmed attempt to tamper with a test sample.
- d. Refusal to agree to disclosure of a test result to Capital Power’s Program Administrator.
- e. Attempting to avoid a test by failing to report involvement in an incident which may require testing or by avoiding Management following involvement in an incident.
- f. Failure to advise of release from hospital if testing is delayed for medical reasons.
- g. Failing or refusing to attend certification testing where required under the Policy; and
- h. Any attempt to disrupt or impede the testing process.

**Safety-Sensitive Position:** A position in which the job function, including non-routine and emergency duties, involves responsibility for actions or decisions which, if not performed correctly, could directly cause or contribute to:

- a. A significant incident affecting the health or safety of Employees, contractors, customers, the public or the environment, or
- b. An inadequate response or failure to respond to an emergency, or
- c. An inadequate response or failure to respond to unexpected and/or abnormal operating conditions.

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This category includes all Capital Power:

- a. Workers: required to provide temporary relief for, or perform the duties of a Safety-Sensitive Position. For purposes of this Policy, the following job categories have been classed as Safety-Sensitive Positions:
  - i. All positions requiring work on an energized system and/or whose tasks may include an energized system including, but not limited to, electrical, water, gas, hydraulic, pneumatic, chemical, steam, and stored energy.
  - ii. All positions required to drive Capital Power owned or leased vehicles excluding car rentals or the use of personal vehicles for business travel.
  - iii. All positions required to perform construction work (refers to construction, erection, repair, remodeling, alteration, painting, demolition or maintenance of a building, structure or process equipment) at Capital Power Worksites.
  - iv. All positions required to operate mobile equipment including, but not limited to, backhoes, cranes, radial arm diggers, trenchers, skid steers, personnel aerial devices, and power industrial lift trucks, and
  - v. All positions with system process control, operations, maintenance, programming and testing responsibility for power generation. This includes the water quality processes in place for the purposes of power generation and environmental sampling.
- b. Positions that may reside on or off site but have significant involvement in decisions or actions which could directly affect safe operations or construction. For purposes of this Policy, this includes:
  - i. Any member of Management who has an Worker in their reporting organization in a Safety-Sensitive Position, or
  - ii. Technical experts, including but not limited to Engineers, Health, Safety and Environment Managers and Advisors.

**Scheduled On-Call:** Specifically designed scheduling, wherein the Worker is assigned set times and dates when they can expect to be called in to work as required by stand-by, and excludes situations where an individual's position responsibilities result in the possibility that he/she could be called unexpectedly at any time.

**Significant Incident:** Any incident that results in, or had the potential to result in an incident with an incident severity classification of moderate or higher, as defined in Capital Power's Incident Classification Standard, including any Significant Incident considered to have had a significant potential for more serious consequences.

**Capital Power Supervisor:** An individual or responsible Manager position who is accountable for a specific area, and is directly responsible for the performance of individuals.

**Unfit-for-Duty Investigation:** An investigation conducted when a Supervisor or Management is alerted that there is suspicion of a Worker working under the influence of Drugs or Alcohol.

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## 10.0 APPENDICES

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- a. Appendix A: Alcohol and Drug Testing Process
- b. Appendix B: Contractor Acknowledgement Form
- c. Appendix C: Sole Proprietor Contractor Acknowledgement Form
- d. Appendix D: Contractor Testing Waiver

## 11.0 SCHEDULES

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- a. Schedule A - Alcohol And Drug Testing Procedures (Contractor) - [Download here](#)

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## **APPENDIX A - ALCOHOL AND DRUG TESTING PROCESS**

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The Alcohol and Drug Testing process is based on rigorous collection, analysis and reporting procedures designed to ensure the accuracy and integrity of the results. Steps in the testing process are highlighted below.

### **General Requirements**

- a. Testing will be conducted in those circumstances outlined under the Capital Power Policy to determine the presence of cannabinoids, amphetamine/ methamphetamine, cocaine, opiates, phencyclidine, and Alcohol. If Capital Power concludes there is justification to include additional Drugs in this list, or if it is a site-specific requirement, Contract Workers will be advised of the change. Testing for additional Drugs may also be required on an individualized basis on the advice of a Substance Abuse Professional/Expert in a post-treatment situation.
- b. Collection of specimens for Drug testing and administration of Alcohol tests will be performed by trained collection agents. In Post-Incident and reasonable cause testing situations, samples will be collected as soon as possible after the triggering incident.
- c. Collection attempts will end eight (8) hours after the incident for an Alcohol test, and thirty-two (32) hours after the incident for a Drug test.
- d. All individuals who are tested are required to sign a form to acknowledge the accuracy of the Contract Worker and Contractor information and authenticity of the specimen(s). They will be given a copy of the Drug Testing Custody and Control Form and the Breath Alcohol Testing Form for their records.

### **Alcohol Testing**

- a. Alcohol tests will be administered using a calibrated evidential breath analyzer with a printout of test results.
- b. An Alcohol test result of .04 Blood Alcohol Content (BAC) or greater is a positive Alcohol test.

### **Drug Testing**

- a. Drug tests will be administered by urinalysis using split sample collection. For transfer to the laboratory, or using a Point of Collection (quick test) urine Drug screen at the collection site with confirmation testing at the lab should it be required
- b. Urine samples for Drug testing will be analyzed by a fully qualified and accredited laboratory performing a confirmation test by gas chromatography/mass spectrometry (GC/MS) for levels specified by the Construction Owners Associated of Alberta (COAA) Canadian Model and the U.S. Department of Transportation (DOT).
- c. The current COAA and DOT levels are detailed in Table A1 Urine Drug Concentration Limits and Table A2- Oral Fluid Drug Concentration Limits on the following page.

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**Table A1- Urine Drug Concentration Limits** (*Urine Drug Concentration Limits-Part 40 DOT January 1, 2018*):

Drugs or classes of Drugs	Screening concentration equal to or in excess of ng/mL	Confirmation concentration equal to or in excess of ng/mL
Marijuana metabolite	50	15
Cocaine metabolite	150	100
Opioids		
- Codeine	2000	2000
- Morphine	2000	2000
- Hydrocodone	300	100
- Hydromorphone	300	100
- Oxycodone	100	100
- Oxymorphone	100	100
6-Acetylmorphine	10	10
Phencyclidine	25	25
Amphetamines	500	---
- Amphetamine	---	250
- Methamphetamine	---	250
MDMA <sup>1</sup>	500	---
- MDMA	---	250
- MDA <sup>2</sup>	--	250

1. Methylenedioxyamphetamine
2. Methylenedioxyamphetamine

**Table A2- Oral Fluid Drug Concentration Limits** (*COAA and Energy Safety Canada Model 2018*)

Drugs or classes of Drugs	Screening concentration equal to or in excess of ng/m	Confirmation concentration equal to or in excess of ng/m L
Marijuana (THC)	4	2
Cocaine metabolite	20	---
- Cocaine	---	8
Benzoyllecgonine		
Opioids	40	---
- Codeine	---	40
- Morphine	---	40
- 6-Acetylmorphine	---	4
- Hydrocodone <sup>3-4</sup>		40
- Hydromorphone <sup>3-4</sup>		40
- Oxycodone <sup>3-4</sup>		40
- Oxymorphone <sup>4</sup>		40
Phencyclidine	10	10
Amphetamines	50	---
- Amphetamine	---	50
- Methamphetamine	---	50
- MDMA <sup>1</sup>	---	50
- MDA <sup>2</sup>	---	50

1. Methylenedioxyamphetamine
2. Methylenedioxyamphetamine
3. Refer to testing methodologies on oral fluid sample collection devices
4. Pending update from U.S. DOT. Until the DOT update is incorporated into an update to the Canadian Model, the "oral fluid 3" and "oral fluid 4" extended opioid panels each will be regarded as comprehensive. Specifically, the "oral fluid 3" panel will be (temporarily) acceptable for reasonable cause, Post-Incident and random testing

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**Drug Testing (Continued)**

- d. Laboratory confirmed positive test results will be reviewed by a qualified Medical Review Officer (MRO). This is an independent physician who will endeavor to discuss the result with the Contract Worker in an effort to determine whether a positive test could have resulted from the legitimate use of medications. The individual concerned will be given an opportunity to explain the finding to the MRO who will then determine whether the result will be reported to Capital Power as a negative, a verified positive, or a tampered or substituted result.
- e. In the case of a verified positive test result of a urine test conducted in accordance with this Policy, the person who has been tested may request the MRO to direct the split sample to be tested by an accredited laboratory of that person's choice within seventy-two (72) hours of receiving their results. If a second confirmed positive test is reported, the person who requested the second analysis is responsible for reimbursing Capital Power for the associated costs.
- f. If the test is reported as dilute and negative, or cancelled because the specimen is invalid, the Contract Worker will be required to provide an additional specimen for testing as soon as possible.

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**APPENDIX B – CONTRACTOR ACKNOWLEDGEMENT FORM**

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**Name** \_\_\_\_\_

**Company** \_\_\_\_\_

By signing below, I hereby confirm receipt of the Capital Power Alcohol and Drug Policy Requirements for Contractors and Contract Workers. I understand that I am responsible to ensure that all individuals I assign to work under my Contract with Capital Power fully meet these expectations when on Capital Power Business, premises, and worksites.

I also understand that failure of a Contract Worker to abide by these provisions may result in his/her permanent removal from Capital Power work. Such an occurrence shall also be considered a breach of my Contract and may result in triggering penalty clauses, or suspension or termination of my Contract.

**Signature:** \_\_\_\_\_

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

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**APPENDIX C - SOLE PROPRIETOR CONTRACTOR ACKNOWLEDGEMENT FORM**

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**Name** \_\_\_\_\_

**Company** \_\_\_\_\_

By signing below, I hereby confirm receipt of the Capital Power's Alcohol and Drug Policy Requirements Contractors and Contract Workers. I understand that I am responsible to fully meet these expectations when on Capital Power Business, premises or a worksite.

I also understand that failure to abide by these provisions is a breach of my Contract and may result in my permanent removal from Capital Power work, or may allow for continued assignment under specific conditions.

**Signature:** \_\_\_\_\_

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

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**APPENDIX D – CONTRACT WORKER TESTING WAIVER**

*For Use by any Contract Worker accessing, or tested under, Capital Power's Testing Program*

**To:** \_\_\_\_\_  
**Company Name:** \_\_\_\_\_  
**Address** \_\_\_\_\_  
\_\_\_\_\_

Reference is made to Contract # \_\_\_\_\_ (the "Contract") between Capital Power and \_\_\_\_\_ ("Contractor") dated \_\_\_\_\_

This letter shall confirm the agreement between the Capital Power and the Contractor as follows. Pursuant to the Contract, the Contractor has agreed that, before the Contractor's Workers or Contract personnel are permitted on the Capital Power Worksite, it shall ensure that its Workers and Contract personnel abide by and be tested pursuant to Capital Power's Alcohol and Drug Policy Requirements for Contractors and Contract Workers attached to the Contract or, if not attached, as otherwise delivered to Contractor.

For the foregoing purposes, Capital Power has Contracted for all parts of the testing process for its own Workers and Contract personnel through qualified external service providers. The Contractor may utilize the services of Capital Power's testing providers for the testing of its own Workers or Contract personnel on the following terms and conditions:

- a. Capital Power, at its election, may invoice the Contractor for use of the external service providers and the Contractor shall pay such invoices within 30 days of the invoice date.
- b. The Contractor agrees that Capital Power shall not be liable for any loss, costs, damages or expenses which the Contractor may suffer, sustain, pay or incur as a result of or in connection with the Contractor's use of the external service providers.
- c. The Contractor understands that by using the Capital Power service providers, test results for samples that go to the laboratory for analysis shall be reported on a confidential basis by the Contracted Third Party Administrator to the designated Capital Power Program Administrator and then provided to the Contractor.
- d. The Contractor shall be liable to Capital Power for all loss, costs, damages and expenses which Capital Power may suffer, sustain, pay or incur and, in addition, indemnify Capital Power against all actions, proceedings, claims, demands, loss, costs, damages and expenses whatsoever which may be brought against or suffered by Capital Power or which Capital Power may sustain, pay or incur as a result of or in connection with the Contractor's use of the external service providers.
- e. The Contractor further agrees not to make any claim or take any proceedings against any other person or corporation that might claim contribution or indemnity from Capital Power as a result of such use of the external service providers.

If at any time during the term of Contract, the Contractor requires the use of the external service providers for personnel not contemplated by this agreement, the Contractor shall establish a separate arrangement from Capital Power's external service provider or any other service provider. Individuals not assigned to Capital Power work shall be tested under the Contractor's own policy and testing program.

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If the above terms represent your understanding of our agreement, please so indicate by signing and returning this letter.

Yours truly,

\_\_\_\_\_  
**Capital Power**  
*Per*

**ACCEPTED AND AGREED TO**

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

*Name of Contractor*

\_\_\_\_\_  
*Per*

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