

Company Name

Fitness for Duty Program

Policy Owner

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[NOTE FOR COMPANY'S CONSIDERATION: Please be advised that this draft program template has been prepared as a guideline for the development of a customized program for your organization. It has been reviewed by a law firm for compliance with Canadian law as of August 2017. The version adopted by your organization should be reviewed for legal compliance prior to implementation of the program to ensure that the terms and requirements of your organization's program are defensible given the nature of the organization, the type of work performed, whether there are any existing organization programs, policies, employment or collective agreements which may conflict with or affect the implementation of the program and the current status of the law.]

FITNESS FOR DUTY PROGRAM

SECTION I. POLICY OVERVIEW

A. Goal

Company Name (herein, the "Company") is proud to have a reputation for hiring quality people and setting high standards of business performance, but that reputation is threatened unless we succeed in keeping our people and products, the public, and the environment in which we operate safe from harm.

It is widely recognized that stress, fatigue or being under the influence of drugs or alcohol while on the job poses serious safety and health risks, not only for the individual involved but for all those who work with or otherwise come into contact with that individual. The Company believes that maintaining a drug and alcohol free workplace and minimizing work-related incidents are crucial steps to ensuring that our environment, employees, and the families and communities that depend on them, remain safe. This belief has been the foundation of the Company's policy of Zero Tolerance for the manufacture, sale, distribution, purchase, possession or transportation of drugs or alcohol to, on or from Company property. The Fitness for Duty Program (the "Program") is designed to better define and implement that goal and to educate our employees as to the Company's expectations.

As an industry leader, the Company has set a goal for its operations of no workplace incidents or injuries. This Program is a cornerstone in the Company's efforts to achieve, and maintain, that goal.

B. Implementation

The Company has reviewed the operational, social, medical, ethical and legal aspects of instituting the Fitness for Duty Program in Canada. While each of these factors is in constant flux, the Company recognized from past incidents the need to take a stand and establish a Program that both recognizes and seeks to eliminate the problem while at the same time protecting and supporting our valued employees.

Focused on safety, prevention and treatment, this Program will apply to all positions within the Company effective immediately. In addition, the Program details the way in which the rights and obligations of contractors and their employees assumed under contract and the Company's Site Access Agreement will be enforced (see specifically Section VI).

Notice of the Program summarizing key elements will be circulated by email periodically to all employees and contractors, with copies of the full Program to be distributed and receipt acknowledged as per the attached Certification. Violation of this Program will be grounds for intervention as outlined below and may lead to disciplinary action up to and including dismissal for cause and/or serious reason. Employees who may have drug or alcohol abuse problems are encouraged to seek assistance prior to such problems affecting their on-the-job performance and the safety of their co-workers.

In the event of any inconsistency between the Human Resource Policy and Procedures or any other Company Policy or procedure and the Fitness for Duty Program, the provisions of this Program will prevail.

C. Statement of Philosophy

The operating procedures and practices of the Company are designed to promote the development and maintenance of the highest possible levels of worker health and safety in an efficient and productive workplace setting.

The Fitness for Duty Program is intended to provide a framework for dealing with the difficult, and often sensitive, issues stemming from substance abuse and related stress and fatigue. The Company believes that early intervention in such problem areas can assist individuals to better deal with a situation which might otherwise place at risk their own health and safety as well as the health, safety and employment of others.

D. Policy Application

One of the tools used in this Program is Drug Testing (which includes testing for alcohol). The Company recognizes that Drug Testing does not necessarily demonstrate impairment in all cases nor does it necessarily reveal a substance abuse problem or chemical dependency. A verified positive Drug test means that a drug or alcohol is in the Employee's system.

The Company understands that substance dependency is considered to be a disability under applicable human rights legislation and will comply with the requirements of applicable human rights legislation and any other applicable laws in the implementation of this Program.

E. Definitions

The following words and phrases, when used in this document, have the meaning noted below each:

1. Alcohol

Is any substance containing beverage alcohol, ethyl alcohol, or other molecular weight alcohols (including methyl and isopropyl alcohol in excess of 0.5% by volume).

2. Company business

Refers, without limitation, to all activities undertaken by employees and by contractors and their employees in the course of the Company's operations, whether conducted on or off Company property.

3. Company driver

Includes employees and contractor employees whose duties involve driving a vehicle (as defined under "Company property" below).

4. Company property

Means:

any land, building, work or part thereof owned, leased or occupied by the Company;

any motor vehicle, piece of equipment, container or other means of transportation (collectively, "vehicle"), owned, leased, rented or used by the Company;

any private vehicle used in the course of Company business.

5. Contact Group

Means those named individuals, as published by the Company from time to time, whose responsibilities include receiving and responding on a confidential basis to information generated by the Program.

6. Drug

For the purposes of the Program a Drug refers to any substance the use of which may compromise or adversely affect the user's thoughts, actions, coordination and/or concentration level. This includes illicit drugs, medications (prescription or otherwise) and any other substance which may render the Employee unable to perform his or her job safely (ex. inhalants). Specific Drugs of concern include, but are not limited to: alcohol, marijuana, cocaine, opiates, phencyclidine, and amphetamines.

7. Employee

Means any person employed by the Company or by a contractor working on Company property, whether in a full or part time position, and includes office and managerial staff. In the case of Employees working for a contractor, reference herein to the Company shall be deemed to refer to or include the contractor as appropriate.

8. Fitness for Duty

Means a state (physical, mental and emotional) which allows the individual to perform assigned tasks competently and in a manner which does not compromise or threaten the safety or health of that individual or others, the environment, or Company property. Final determination of what constitutes "Fit for Duty" for any specific task will lie in the discretion of the Company, manager or supervisor using the guidelines provided by this Program and, where applicable and appropriate, other available assessment procedures.

9. Incident

Means an event which intentionally or unintentionally causes, or had the realistic potential to cause (a near miss), injury or damage.

10. Medical Review Officer ("MRO")

Means a medical doctor who has been trained and certified in the interpretation and reporting of human drug testing for substances abuse.

11. Medication

Means a Drug obtained legally, either over-the-counter or through a medical doctor's prescription or authorization.

12. On-the-job

Means anytime that an individual is engaged in Company business or on Company property, whether on or off duty at the time.

13. Positive

A positive alcohol test means a blood alcohol concentration equal to or greater than 0.02 grams of alcohol in 100 milliliters of blood. A blood alcohol concentration which is confirmed

at 0.04 grams of alcohol per 100 milliliters of blood will be considered a violation of the Program.

[NOTE FOR COMPANY'S CONSIDERATION: The below table is from the October 8, 2014 Best Practice Guide of the Construction Owners Association of Alberta. Prior to implementing this Program, consider in conjunction with legal whether there are other industry or legal standards applicable to the organization which should be inserted in this definition.]

Option 1

A positive drug test means a blood concentration level equal to or greater than the thresholds in the following table:

Urine drug concentration limits:

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
Opiates	2000	-
• Codeine	-	2000
• Morphine	-	2000
6-Acetylmorphine	10	10
Phencyclidine	25	25
Amphetamines	500	-
• Amphetamine	-	250
• Methamphetamine	-	250
MDMA ¹	500	-
• MDMA	-	250
• MDA ²	-	250
• MDEA ³	-	250

Oral fluid drug concentration limits:

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 (THC)	4	2
Cocaine metabolite	20	-
• Cocaine or Benzoylcegonine	-	8
Opiates	40	-
• Codeine	-	40
• Morphine	-	40
• 6-Acetylmorphine	-	4
Phencyclidine	10	10
Amphetamines	50	-
• Amphetamine	-	50

¹ Methylenedioxymethamphetamine

² Methylenedioxyamphetamine

³ Methylenedioxyethylamphetamine

• Methamphetamine	-	50
• MDMA ¹	-	50
• MDA ²	-	50
• MDEA ³	-	50

Option 2

A positive drug test means that the quantitative levels in the body of a Drug (excluding alcohol) are over the approved cutoff levels as set out by the U.S. and Canadian Federal Governments and monitored by the Substance Abuse and Mental Health Services Administration, HHS laboratories.

14. Qualified Program Administrator

A qualified external party will assist the Company with the administration of this Program, both to ensure confidentiality and secure arm’s length administration of specified portions of the Program.

15. Reasonable Cause

Means any information that would lead one to reasonably believe that an individual was under the influence of a Drug (including Alcohol), or that an individual had possession of a Drug in violation of this Program.

This includes direct observation of Drug possession or use, irrational or unusual behavior, and reporting to work in an apparent unfit condition (based on specific, contemporaneous, clear observations concerning the individual’s appearance, behavior, speech or body odors) which would reasonably lead one to believe that the individual may be under the influence of a Drug.

16. Safety Sensitive Position

A Safety Sensitive Position is one in which a state of reduced cognitive capacity could result in immediate direct and significant risk of injury to the individual, others, Company property and/or the environment. These positions depend on alertness, quickness of response, soundness of judgment, and accuracy of coordination of multiple muscle functions and have a direct role in an operation where inappropriate performance of the task could result in harm to oneself, coworkers, clients invitees, Company property or the environment. This definition includes all individuals who are required to perform work within a safety sensitive area, whether on a permanent, interim or temporary basis.

17. Substance Abuse Professional (“SAP”)

A SAP is responsible for determining whether or not an Employee has a Drug dependency or abuse problem and needs assistance to overcome such problem.

F. General Duties of Care

Each of the Company, contractors and Employees covered by this Program share a legal and moral duty under the applicable occupational health and safety legislation to ensure the safety and wellbeing of all. This includes the duty to identify and report all safety issues and breaches or suspected breaches of the Program to the Company.

1. Duty of an Employer

The Company and contractors are required by law to provide a safe workplace and safe systems of work, which includes the elimination of known hazards in the workplace. Part of that duty of care includes taking reasonable precautions to ensure that all Employees on Company property are Fit for Duty so as to minimize risks both to themselves, others, the environment and Company property.

In the case of Company related social activities whether on Company premises or off, appropriate regard must be taken for safety and wellbeing of the individuals present and the community. Social events will not be held on company property. Company social events, which involve consumption of Alcohol and are organized by Company representatives off Company property, must keep in mind the following;

- Employees attend as a guest and are not to be performing work functions.
- Social events will be held in establishments which have their own liquor license and their own servers. The company will not supply servers.
- The Company representative responsible for organizing the event will notify the bar staff that those persons who appear to be impaired are to be “cut off”.
- The Company will, under no circumstances, supply free drinks.
- The announcement of “last call” will not be issued and the bar will be closed before the end of the function.
- In situations where impairment is suspected, alternative transportation will be made available.

2. Duty of Management

The management of the Company will be responsible for ensuring the adoption and implementation of this Program, including:

i. Company wide implementation

Ensure that managers, supervisors and any contractors they oversee or audit understand and implement the Program in all their areas of responsibility.

ii. Provision of resources

Ensure that adequate resources are allocated for the education, training, counselling and other requirements of the Program throughout the Company’s offices and operations.

i. Assessing Fitness for Duty

Where appropriate and practical, managers are responsible for assessing the fitness for duty of Employees under their control at the start of, and throughout, each work period.

ii. Action required when an individual is not Fit for Duty

Managerial staff are responsible for taking prompt and appropriate action whenever they have Reasonable Cause to believe that an Employee is not capable of working in a safe and effective manner. The exercise of this responsibility may include:

- a) immediately, and as unobtrusively as possible, removing the Employee from Company property;

- b) documenting all occasions when an Employee has been determined to be not Fit for Duty and all steps taken by staff to correct the situation including providing effective feedback to the Employee concerning their performance or safety;
- c) assisting the Employee to access support and assistance from local providers or through the Qualified Program Administrator.

Managerial staff are also responsible for directing employees who are under the influence of Drugs not to operate their own or Company vehicles and shall ensure the Company provides a means of transport for such Employees.

iii. Ensuring confidentiality

Communication of confidential information is on a “need to know” basis only. In general, Managerial staff will only be provided with functional ability information in respect of their direct reports.

However, if Managerial staff are in a position where they have knowledge of or are required to receive sensitive medical or other personal information about an individual of a confidential nature, then they are responsible for establishing and maintaining appropriate procedures and facilities to safeguard such information against unauthorized use or disclosure. Compliance with the Company’s Privacy Policy and with applicable privacy legislation is required.

3. Duty of Supervisory Staff

Supervisory staff will be responsible for the health, safety and welfare of all individuals under their control or supervision. Specific responsibilities include:

iv. Implementation of the Program in area of responsibility

Supervisory staff are responsible for the effective implementation of the Program on their respective sites including the briefing of all Employees and contractors, the provision of appropriate education and training resources and the review of the Program's application and effectiveness in their areas of responsibility.

v. Adherence to the Program

Supervisory staff are responsible for ensuring that all Employees in their area of responsibility understand and comply with the requirements of this Program.

vi. Application of the Program

Supervisory staff are responsible for ensuring that the Program is applied fairly and consistently and that all Employees are treated with respect. In particular they will ensure that no Employee who seeks timely assistance will be disadvantaged as a result and that all employment rights are safeguarded.

vii. Assessing Fitness for Duty

Where appropriate and practical, supervisors are responsible for assessing the fitness for duty of Employees under their control at the start of, and throughout, each work period.

viii. Action required when an individual is not Fit for Duty

Supervisory staff are responsible for taking prompt and appropriate action whenever they have Reasonable Cause to believe that an Employee is not capable of working in a safe and effective manner. The exercise of this responsibility may include:

- a) immediately, and as unobtrusively as possible, removing the Employee from Company property;
- b) documenting all occasions when an Employee has been determined to be not Fit for Duty and all steps taken by staff to correct the situation including providing effective feedback to the Employee concerning their performance or safety;
- c) assisting the Employee to access support and assistance from local providers or through the Qualified Program Administrator.

Supervisory staff are also responsible for directing employees who are under the influence of Drugs not to operate their own or Company vehicles and shall ensure the Company provides a means of transport for such Employees.

ix. Ensuring confidentiality

Communication of confidential information is on a “need to know” basis only. In general, Supervisory staff will only be provided with functional ability information in respect of their direct reports.

However, if Supervisory staff are in a position where they have knowledge of or are required to receive sensitive medical or other personal information about an individual of a confidential nature, then they are responsible for establishing and maintaining appropriate procedures and facilities to safeguard such information against unauthorized use or disclosure. Compliance with the Company’s Privacy Policy and with applicable privacy legislation is required.

4. Duty of Employees

Each Employee on Company property (whether under the employ of the Company or a contractor) has a duty to take reasonable care so as not to expose themselves or others to health or safety risks or harm to Company property or the environment as a result of being not Fit for Duty. An important part of this duty is ensuring that they are Fit for Duty at the start of, and throughout, each work period.

In order to fulfill this responsibility, each Employee has the obligation to:

i. Report for work in a fit condition

All Employees must present themselves at work in a condition in which they are able to carry out their duties without risk to themselves, others, Company property or the environment. This includes ensuring that they are not in an unfit state due to the adverse effects of fatigue, stress, or Drugs. Employees must also report any charges or convictions that have resulting in a loss of their driver’s license.

ii. Notify the Company of any actual or potential impairment of Fitness for Duty

The Company recognizes that there are many legitimate medical causes or other reasons for physical or mental impairment of an individual's Fitness for Duty. In such circumstances, Employees must notify their manager or supervisor of any concerns about, or potential impairment of, their fitness for duty, however caused, including by medication. The Employee may be required to have their treating medical care professional discuss their circumstances with the Company medical provider before they are permitted to return to work.

Employees will not be disciplined for reporting use of a Drug, substance dependence or medical need for medication in advance of reporting for duty. Employees may, depending on the circumstances, be referred to a counselling program. However, Employees may be subject to discipline up to and including dismissal for cause and/or serious reason for reporting to work while they are not Fit for Duty due to use

of a Drug, substance dependence or medical need for medication if it has not been disclosed in advance to the Company.

G. Reporting to work for an emergency or unscheduled call out

Employees who are contacted to report for work for emergency or other unscheduled reasons must not accept a work assignment if they have reason to believe their ability to work safely and effectively may be impaired by reason of the use of Drugs. This applies to all Employees, even those who do not perform work in a Safety Sensitive Position. Any employee contacted to report in such circumstances has a duty to refuse the assignment and advise the person contacting them that they are doing so because they believe they may be impaired. Employees refusing a work assignment on this basis will not be subject to discipline for the refusal; although they may, depending on the circumstances, be referred to a counselling program following numerous refusals to work because of impairment.

Employees who are scheduled to be on-call are expected to remain Fit for Duty during such times. Failure to remain Fit for Duty during such a period may result in discipline up to and including dismissal for cause and/or serious reason, and/or counselling as the circumstances may require.

H. Notification of breaches of the Program

All Employees must notify their managers, supervisors or occupational health and safety representatives of any situation in which this Program may have been breached. This includes:

- i. Any situation in which other individuals appear to be not Fit for Duty or there is reason to believe that an individual is not Fit for Duty;
- ii. The unauthorized possession or consumption of Drugs on Company property or during the work period by another individual;
- iii. The manufacture, transportation, sale or purchase of Drugs while on Company business or Company property; and
- iv. Any other breach or reasonably suspected breach of the Program.

All information reported will be dealt with in the strictest confidence save and except where disclosure is required for the immediate protection of the health and safety of the individual in question or others in the vicinity, is mandated by law, or is required in order to fully and properly investigate the incident reported. The failure to provide notification of breaches or reasonably suspected breaches of the Program may result in discipline up to and including dismissal for cause and/or serious reason.

I. Medically Required/Prescribed Drugs

As indicated, it is the duty of each Employee to advise the Company of any medically prescribed or authorized Drug (such as opioids and marijuana) which has the potential to impair the Employee's ability to safely perform the duties associated with that Employee's role. Reporting for duty without disclosing any such use is grounds for discipline.

Upon disclosing a medically required Drug, the Company will require the Employee to provide satisfactory proof that the Drug has been prescribed or is medically and legally authorized. As part of its duty to accommodate the Employee, the Company may require the Employee to provide confirmation from the Employee's treating physician that alternative (less impairing) forms of treatment are not appropriate and to disclose the impact such treatment can have on the Employee's ability to safely perform the duties of that Employee's position.

If the Company reasonably believes that the Employee has a dependency on a medically-required Drug, it may require the Employee to participate in SAP evaluation to determine whether a problem of substance abuse or

dependency exists. If, after evaluation, it is determined that the Employee requires treatment before returning to work, the Company will require successful completion of the treatment as a requirement for returning to work. After successful completion of treatment, the Employee will be subject to all the provisions of this Program, as well as periodic unannounced follow-up testing.

Exceeding the prescribed dose of a medically-required Drug is a violation of this Program and, subject to the Company's duty to accommodate under applicable human rights legislation, may subject the Employee to discipline up to and including dismissal for cause and/or serious reason.

SECTION II. TESTING APPLICATIONS

[NOTE FOR COMPANY'S CONSIDERATION: Please be advised that the current status of the law in Canada is generally that pre-employment testing will only be upheld in circumstances where the individual is entering a safety sensitive position in a workplace where the employer can demonstrate that it has significant existing workplace issues relating to the use of substances or alcohol by workers. Whether pre-employment testing is acceptable is determined by adjudicators on a case-by-case basis. In general, given that pre-employment testing will not provide the organization with evidence that the person will be impaired while on-the-job, it is arguably an unnecessary invasion of privacy. The obligation not to discriminate on the basis of disability and the duty to accommodate under human rights legislation in Canada generally extends to the hiring process. The denial of a position to an individual who tests positive may result in a claim that the individual has been discriminated against in violation of applicable human rights legislation. A positive pre-employment test result may trigger the duty to accommodate. Given this, we recommend that the organization consult with a legal representative prior to implementing a program which includes pre-employment testing.]

A. Pre-employment Testing

The Company will require that applicants for Safety Sensitive Positions undergo a Drug test after being given a conditional offer of employment with the Company. In the event of a positive test result, the steps set out within this Program will apply.

B. Client Requested Testing/Pre-Site Access Testing

[NOTE FOR COMPANY'S CONSIDERATION: Please be advised that the current status of the law in Canada is generally that pre-access testing will only be upheld in circumstances where the individual is entering a safety sensitive position in a workplace where the employer can demonstrate that it has significant existing workplace issues relating to the use of substances or alcohol by workers. If this is not the case, an employer of contractors may refuse that testing be performed on its employees and/or decline the client's project, or alternatively, only assign employees to the client on a voluntary basis, with no negative consequences imposed on those employees who refuse the assignment (whether monetary or otherwise). Whether pre-access testing is acceptable is determined by adjudicators on a case-by-case basis. Given this, we recommend that the organization consult with a legal representative prior to implementing a program which includes pre-access testing.]

From time to time it may be necessary for the Company to meet a client or customer's drug testing requirements (which may differ from those outlined in this Program) in order to qualify for work on their projects or to access their work sites. Prior to agreeing to do so, the Company will seek legal input regarding the propriety of such requirements and the adequacy of privacy protections accorded Employees who will be assigned to the project or site.

C. Reasonable Cause Testing

When the Company has Reasonable Cause to believe that an Employee has violated the intent or substance of this Program and is unable to work in a safe manner due to suspected Drug use, it will advise the Employee accordingly and request that they submit to testing for Drugs. To ensure the safety of the Employee and others working in the vicinity, a Company representative (and, in the case of a contractor’s employee, a representative of the contractor) will transport the Employee as soon as practical to the specimen collection site or, if time and circumstances permit, will arrange for the collection agency to attend on Company property. The Employee will then be asked to submit to a Drug test.

An Employee who is asked to take a Reasonable Cause test will be considered unfit for duty and will be placed on immediate suspension pending the results of the test. Should the Employee not test positive, the Employee will be paid for the period of such suspension.

Where the Company has Reasonable Cause to believe that an Employee may have Drugs or Drug paraphernalia on Company property in violation of this Program, the Company will require the Employee to submit to a search for Drugs. This may include a search of a personal vehicle when it is on Company property.

D. Post Incident Testing

Incidents will be investigated by the Company in conjunction with a representative from the Joint Health and Safety Committee, if immediately available. Post incident testing for Drugs will not be required unless it has been determined that an Employee’s actions did or could have contributed to the incident such that Drugs may have been a factor and the incident in question involved:

1. a death,
2. the need for medical treatment resulting from a serious injury that:
 - i. places life in jeopardy,
 - ii. results in unconsciousness,
 - iii. results in substantial loss of blood,
 - iv. results in the fracture of a leg, arm, finger or toe,
 - v. results in the amputation of a leg, arm, hand, foot, finger or toe,
 - vi. consists of burns to a major portion of the body, or
 - vii. causes the loss of sight in an eye,
3. damage to public, private or Company property which is believed to exceed \$5000.00 including the cost of clean-up and recovery, value of lost product, and/or damage to the property of others, or
4. results in an emergency shutdown of a facility or part thereof.

Every Employee, including those who do not perform Safety Sensitive Positions, will be subject to post incident testing for Drugs in accordance with the preceding criteria. Given that post incident testing forms part of the Company’s investigative procedures, testing is required even in the absence of direct evidence or suspicion of Drug use.

Reasonable Cause testing and post incident testing will be conducted as soon as is reasonably practical following the incident or event giving rise to the requirement for testing under this Program.

No testing for alcohol shall occur more than 8 hours after the time of the incident or event giving rise to the test. In the case of Drugs (excluding alcohol), no testing shall occur more than 32 hours after the time of the incident or event giving rise to the test. It is recognized that it may not be possible to test an individual after an incident which renders the individual incapable of giving informed consent.

E. Random Testing

[NOTE FOR COMPANY'S CONSIDERATION: Please be advised that the current status of the law regarding random testing for drug and alcohol use in Canada is generally that random testing will only be upheld in circumstances where the individual is in a safety sensitive position in a workplace where the employer can demonstrate that it has significant existing workplace issues relating to the use of substances or alcohol by workers. Whether random testing is acceptable is determined by adjudicators on a case-by-case basis. Given this, we recommend that the organization consult with a legal representative prior to implementing a program which includes random testing. The rationale for and the frequency of random testing in the workplace should be set out explicitly in this Program, having been determined based on the requirements of the specific workplace and applicable industry standards.]

All Employees working in Safety Sensitive Positions are subject to unannounced random testing for Drugs and Alcohol. Random testing for Drugs will be carried out at a 50% selection rate for drugs and 10% selection rate for Alcohol per year of the active safety sensitive employees. Selection will be conducted, at arm's length, by CannAmm Inc. using a federally approved computer process.

Examples of Safety Sensitive Positions include but are not limited to **[NOTE FOR COMPANY'S CONSIDERATION: Revise the below list to include Safety Sensitive Positions at the organization]:**

- All personnel working on a construction site;
- All personnel working on a mine site;
- All heavy equipment operators and vehicle drivers; and
- Other positions which satisfy the definition in this Program.

F. Return to Duty Testing

The Company will require an Employee who has tested positive for a Drug or who has completed a treatment program for substance abuse or who is required to do so to satisfy the recommendations of a Substance Abuse Professional to undergo return to duty testing for Drugs. If the results of the return to duty testing are positive, the individual is not allowed to return to duty and may be required to have further treatment or to fulfill additional requirements as recommended by the SAP before having an opportunity to undergo return to duty testing again.

G. Follow Up Testing

Employees who return to duty following successful return to duty testing may be subject to reasonable unannounced follow-up testing in accordance with recommendations of the SAP, if any.

SECTION III. REFUSALS AND PROHIBITIONS

A. Refusal to be Tested and other Breaches of the Program

Compliance with the Program, including acceptance of Drug testing, is a condition of continued employment with the Company. Refusal to be tested will be viewed as a failure to comply with Company policy and a breach of the Program. Such a refusal will result in the Employee being referred to an SAP for assessment and, depending on the facts of each case (including the nature of the breach, the existence of prior violations, the seriousness of the breach, and the Employee's own efforts to correct the situation), could lead to a treatment recommendation, a requirement to attend educational sessions, or to a variety of disciplinary measures by the Company up to and including dismissal for cause and/or serious reason.

Examples of refusal include:

- i. failing to provide an adequate oral fluid or urine specimen for a Drug test without a valid medical explanation,

- ii. failing to provide adequate breath for an alcohol test without a valid medical explanation,
- iii. failing to submit to a test when requested to do so, or
- iv. engaging in any conduct which obstructs the testing process.

Examples of prohibited conduct under the Program include but are not limited to:

- i. manufacturing, distributing, possessing, using, selling, transferring, purchasing, or transporting illegal or prohibited Drugs while on the job or on Company property,
- ii. reporting to work in an apparent unfit condition due to the effects of Drugs,
- iii. using alcohol before the expiry of an 8-hour abstention period following involvement in an incident or before undergoing a post incident test for Drugs, and
- iv. performing or continuing to perform Safety Sensitive functions, including driving Company owned vehicles after having been found to have an alcohol concentration of 0.02 grams of alcohol per 100 milliliters of blood or greater but less than 0.04 grams of alcohol per 100 milliliters of blood sooner than 8 hours following administration of the test.

It is the responsibility of every Employee when on Company business or Company property to ensure that all prescription and legal non-prescription medications are safely stored, taken only as prescribed or indicated on the package and will not adversely affect their performance or Fitness for Duty. This means that Employees must discuss with the prescribing medical practitioner the nature of their work duties and ascertain any possible side effects of the prescribed recommended or authorized medication that might impact their safety or job performance or the safety and job performance of others on Company business or Company property. If there is some potential for such Drugs to affect an Employee's ability to work safely and efficiently while taking such medication, it is their duty to immediately report that concern to their manager or supervisor. The Company may require a note from the treating physician before permitting a return to duty, with all attendant costs being the responsibility of the Employee.

B. Specimen Adulteration

Any Employee found to have tampered with or found to have attempted to alter a specimen collected for the purpose of Drug testing will be considered to have breached this Program and will be required to be evaluated by a SAP where circumstances warrant. Violations under this section will subject the Employee to disciplinary action up to and including dismissal for cause and/or serious reason. If an Employee is permitted to return to work following evaluation by an SAP, the Employee will be required to comply with all recommendations of the SAP, attend further educational sessions where appropriate and commit to future compliance with the Program.

C. Inability to provide a Sample

In the event that an Employee is unable to provide sample or is unable to provide an adequate sample of breath, urine, oral fluid for Drug testing, the Employee will be required to submit within 5 days to an evaluation by a licensed medical physician acceptable by the MRO to determine whether a valid medical condition exists for such inability. If the physician determines that a valid medical condition does exist, the test result will be reported to the Company as "canceled". If the physician determines that a valid medical condition does not exist or the individual fails to obtain such evaluation within the above timeframe, the test result will be treated by the Company as a "refusal".

SECTION IV. TESTING METHODOLOGY

A. Scope

1. All testing will be collected, analyzed, and interpreted by certified professionals. Where breath alcohol or saliva testing devices are available, alcohol may be tested using breath or saliva samples by a qualified Breath Alcohol Technician. All other Drug testing will be conducted by urinalyses or oral fluid.

2. Results of these tests will be treated with a high degree of confidentiality.
3. All urine samples will be collected and then split into two separate sealed containers (split sample collection method) for the protection of the individual being tested. All oral fluid samples will be collected into one sealed container, a retest method is applied for the protection of the individual being tested. Should the Employee dispute the initial test results, the Employee has the right to submit a written request (within 72 hours of the test) to the MRO to have their urine split tested or oral fluid sample retested by an independent accredited laboratory. The split urine sample testing and oral fluid retesting will be at the Employee's expense if the independent laboratory confirms the presence of the Drug which was reported by the first laboratory.

B. Drug Testing Procedures

Administration - Recognizing the need to protect the confidentiality of sensitive medical information, to limit the possible adverse reputational impacts of a request for Drug testing and to ensure fair and equal application of this Program, the Company has appointed a professionally recognized and centralized body for administering the Program (hereafter, the "Qualified Program Administrator").

Administrator - The Qualified Program Administrator is responsible for liaising with and coordinating the work of the collection sites, the laboratory, and the MRO. The Qualified Program Administrator is also responsible for communicating the details of the Program and its implementation to the Contact Group and advising on educational courses that would foster a better understanding of the impact of Drugs on the individual and worksite.

Methodology - The Drug testing methodology for the Program consists of four steps:

1. collection of the specimen
2. laboratory processing
3. review of results by the MRO
4. communication of the results

Collection - All specimens will be collected in accordance with approved protocols of the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA) as adopted by the Standards Council of Canada. Unless otherwise provided, individuals to be tested are required to report to the appropriate collection facility for collection of the specimen.

Urine specimen collection will usually be done in a private setting without observation by the collector. However, where there is reason to believe that the individual being tested may alter or substitute a specimen or where there is reason to believe that the individual being tested may have altered or substituted a specimen in the past, witnessed collections may be conducted.

Oral fluid specimen collection will usually be done in a private setting under direct observation by the collector.

Collection facilities will send the specimen directly to the certified contracted laboratory which will, in turn, analyze the specimen.

Laboratory - The laboratories currently contracted to process all Company specimens are SAMHSA accredited/certified laboratories. They will process all specimens in accordance with applicable SAMHSA guidelines and screening cut off concentrations. All positive Drug test results will be confirmed by Gas Chromatography Mass Spectrometry or the best available technology. The results of all specimens processed are then sent to the MRO for final verification.

MRO - The MRO appointed by the Qualified Program Administrator will review the files of all Employees who receive positive results from the laboratory to determine whether there appears to be any explanation for the

positive result other than substance abuse or dependency. The individual tested may request an opportunity to submit additional medical information for consideration by the MRO. A confidential physician/patient relationship will be deemed to exist between the MRO and any individual who elects to deliver additional medical information.

Communication of the Results - If the MRO receives results from a Drug test indicating that it was "positive", the MRO will contact the Employee who was tested to verify if there is any valid medical reason for use of the Drug in question.

- If no valid reason exists, the MRO will communicate a verified positive result to the Company.
 - If the Employee has a valid medical reason for using the Drug and has met the duty to notify the Company of any actual or potential impairment of Fitness for Duty as required by this Program, the MRO will report a verified negative result to the Company.
 - If the MRO receives a positive result but is unable to contact the Employee who provided the specimen within 48hrs from receipt of the results, the MRO will ask the Company to arrange for the Employee to contact the MRO. The Company (or, if the Employee's employer is a contractor, the employer) will contact the Employee at his/her last known telephone number and advise that the Employee has 3 business days in which to contact the MRO, failing which the result may be reported to the Company.
 - The MRO may verify a test result as positive without having communicated directly with the Employee tested in three circumstances:
 - i. the Employee expressly declines the opportunity to discuss the test;
 - ii. after making all reasonable efforts, neither the Company (contractor) nor the MRO has been able to contact the Employee within 14 days of the date on which the MRO receives his or her positive test result from the laboratory;
 - iii. the Employee was successfully contacted by the Company or employer (as documented in writing) and instructed to contact the MRO within 3 business days but failed, without reasonable excuse (including a serious illness or injury or other circumstance that made timely contact impossible), to do so.
- C. If the MRO is advised of circumstances that made timely contact by the Employee impossible, the MRO may reopen the verification and allow the Employee to present additional medical formation regarding the positive test.
- D. Following completion of the review process, the MRO will report the test results to the Employee and the Contact Group in a manner that ensures the information remains confidential amongst the MRO, the Employee and the Contact Group.

Protection of Privacy - All records concerning Drug tests maintained by the Company will be kept in a separate confidential file segregated from any other Company records including employee personnel files. All test results will be marked "Confidential /Restricted Access", with only Contact Group members having access. The information will be safeguarded against unauthorized use or disclosure in accordance with the Company's Privacy Policy and applicable privacy legislation; and will only be used or disclosed to third parties without the Employee's consent in cases where such information is needed to ensure the safety or health of the Employee or others and the Employee cannot be timely located, disclosure is required by law, or the proposed use or disclosure is otherwise exempt from the requirement of consent under applicable privacy legislation.

SECTION V. ACTION ON TEST RESULTS

A. General

All positive Drug results will be confirmed by Gas Chromatography Mass Spectrometry or the best available technology. An SAP evaluation is required where there is a positive result to determine whether a problem of substance abuse or dependency exists. If, after evaluation, it is determined that the Employee requires treatment before returning to work, the Company will require successful completion of the treatment as a requirement for

returning to work. After successful completion of a treatment, the Employee will be subject to all the regular provisions of this Program, as well as periodic unannounced follow-up testing.

B. Breath Alcohol Confirmation Test Procedures

In the case of testing for alcohol with a breathalyzer, if the result of the initial screening test is 20 milligrams of alcohol per 100 milliliters of blood or greater, a confirmation test will be performed. The confirmation test will be conducted not less than 15 minutes after the completion of the screening test. The reason for this requirement is to eliminate mouth alcohol residue leading to an artificially high reading. The result of the confirmation test will be reported. Confirmation tests may also be done at the laboratory through urinalysis.

C. Current Employees

As previously noted, the Company recognizes that a verified positive Drug test does not prove impairment at the time of the test in all cases or the existence of a chemical dependency or addiction. It is widely accepted that certain Drug use generally does lead to impairment of an individual's perception, motor skills, reaction time and clarity of thought. In order to reduce the risk from the use of Drugs in the workplace, the Company has established a process to be used after a verified positive result. The steps outlined below are designed to assist Employees who may require support (through either voluntary self-declaration of Drug use or delivery of a positive Drug result after testing) to find it.

1. First - the Employee signs a Conditions of Continued Employment ("CCE"), which form also allows for the release of information obtained on evaluation by the SAP to the Company.
2. Second - After the CCE is signed, witnessed, and faxed to the Qualified Program Administrator, arrangements will be made for the Employee to be evaluated by an SAP. This evaluation is a brief psychological screening that helps identify individuals who have a high probability of having a substance dependence disorder (chemical dependency). This is followed by a face to face interview with the SAP to determine if the Employee requires assistance in overcoming a Drug problem.
3. Third - After successful completion of the SAP evaluation and the recommended rehabilitation program (if any is required), the Employee will be allowed to return to duty or to a comparable position if Company or individual circumstances warrant a change of duties, shift or location. The Employee will remain subject to all provisions of this Program.

Both an affirmative SAP report and a return to duty Drug test result which is not positive (with periodic follow-up Drug testing to follow) will be required for return to duty.

If an Employee in a Safety Sensitive Position refuses to participate in a recommended education, rehabilitation or treatment program or to sign the required CCE document or fails, without good reason, to attend the return to duty Drug test or to complete the recommended education, rehabilitation or treatment program, the Employee may be subject to discipline up to and including dismissal for cause and/or serious reason.

Employees who are off work as a result of this Program may be entitled to apply to use available applicable Company leave benefits or sick time. **[NOTE FOR COMPANY'S CONSIDERATION: This section may be revised to refer to any applicable existing policies regarding leave or sick time.]**

D. Self-Declaration and Rehabilitation

Employees are encouraged to seek assistance from the Company before they report to duty and their Drug use or dependency leads to performance or safety issues in the workplace. The Employee's decision to self-declare and seek assistance from the Company will not become part of the Employee's personnel file and will not be used as basis for disciplinary action or against the Employee in any disciplinary proceedings. However, should the Employee who self-declares and receives assistance from the Company subsequently breach the terms of this

Program, the fact that the Employee voluntarily declared a Drug problem and sought assistance will not be a defense to imposition of disciplinary action up to and including dismissal for cause and/or serious reason for the subsequent violation. Similarly, a self-declaration will not be a defense to any disciplinary action for violation of this Program which occurred prior to the self-declaration.

Employees who self-declare and voluntarily participate in a treatment program may apply for leave to do so with a conditional right to return to work dependent upon the Employee's successful completion of the appropriate treatment regime as determined by an SAP and return to duty testing as set out in this Program.

E. Storage of Results

All Drug testing results will be sent to the Contact Group for filing and safeguarding. The Contact Group will include those individuals named and published periodically by the Company.

SECTION VII. ACCOMMODATION

[NOTE FOR COMPANY'S CONSIDERATION: This section should be reviewed and revised to be consistent with the organization's existing accommodation policy/procedure or revised to refer to the applicable existing accommodation policy/procedure.]

A. Employee's Responsibility

An Employee who requires accommodation in order to perform the essential duties of a job has a responsibility to communicate his or her limitations and the need for accommodation to the Company in sufficient detail to indicate the type and duration of accommodation required and to cooperate in the Company's efforts to respond to the request.

B. Support

If the Company becomes aware that an Employee's Drug use, addiction or dependency is interfering with his or her ability to perform the essential duties of the job, the Company will provide reasonable accommodation to that employee except where accommodation is not possible without causing the Company undue hardship. Accommodation will be provided by the Company on a case-by-case basis which takes into account the individual circumstances of the Employee and the interests and obligations of the Company, including its obligation to ensure the safety of the workplace. As part of the accommodation process, an Employee may be required to complete a rehabilitation or treatment program.

The Company will also take appropriate steps to accommodate an Employee disclosing a medically-required Drug in accordance with its obligations under applicable human rights legislation. The following represents a potential mechanism for addressing this issue:

- i. If the Employee, with approval from the Employee's treating physician, is able to safely switch to a different method of treating the condition or illness, the Employee and the Company may be able to maintain the Employee in the position with no further accommodation;
- ii. If the Employee and Company cannot agree, then the Company will consider modifying the Employee's duties or locating/creating an alternative position in which the Employee can safely be accommodated.
- iii. If the Employee and Company cannot agree on modification to the Employee's duties or identify an alternative position or if these options are not available in the circumstances, the Employee may be entitled to request approval for an unpaid leave of absence for a specified term. ***[NOTE FOR COMPANY'S***

CONSIDERATION: Consider whether you would like this policy to set out what will occur if a request for a leave of absence is denied.]

C. Consequences

The purpose of this Program is twofold: (a) to help those individuals with substance abuse problems and aid in their rehabilitation; and (b) to ensure that employees impaired by Drugs, or the stress and fatigue related to Drug use, do not harm themselves or place the health and safety of others at risk by attending on Company property or Company business in a condition unfit for work.

Where safety is an issue, Employees will be immediately removed from their Safety Sensitive duties. Unless otherwise specified, all Employees who violate the Program will be required to see an SAP for evaluation. Multiple violations of this Program will result in progressive disciplinary action up to and including dismissal for cause and/or serious reason.

This Program is intended to provide a tool for ensuring that every Employee has a safe, healthy and productive environment in which to work, while preserving the dignity and providing needed assistance to those who are troubled by substance abuse. The success of this Program is everyone's responsibility. The benefit of a successful Program is everyone's gain.

The Company reserves the right to amend this Program in any manner and at any time, with or without prior notice, as it deems appropriate and in accordance with applicable law. This document will be reviewed annually and any revisions will be published and made accessible all Employees and contractors.

Reviewed By: _____

Authorized by: _____

Date: _____

Date: _____

CERTIFICATION OF EMPLOYEE

I have read, understood and hereby accept the terms and conditions of Company Name 's Fitness for Duty Program. I understand and accept that drug and alcohol testing may be required of me by the Company in accordance with the Fitness for Duty Program. I understand and accept that compliance with the Fitness for Duty Program is a condition of my employment at Company Name. I understand and accept that my failure or refusal to cooperate fully in the Program is a violation of this policy and may lead to disciplinary action up to and including dismissal for cause and/or serious reason.

I confirm that I have expressly requested that this Fitness for Duty Program and all related documents be drafted in English. *Je confirme avoir demandé que le présent Régime and les documents y afférents soient rédigés en anglais.* **[NOTE FOR COMPANY'S CONSIDERATION: This paragraph is required for Quebec employees only. Pursuant to Quebec's Charter of the French Language, an employer must provide written communications to employees in French, unless an employee requests an English copy. An employer may also elect to provide English and French copies to all employees.]**

Date: _____

Employee's Signature

Employee's Printed Name

Witness' Signature

Witness' Printed Name

CERTIFICATION OF INDEPENDENT CONTRACTOR

[NOTE FOR COMPANY'S CONSIDERATION: Please ensure that this sign off sheet and the requirements for contractors under this Program are consistent with the contracts between the organization and the contractor. The organization may wish to obtain express representations relating to this Program under the contract.]

Compliance with the preceding Program and underlying policy is hereby accepted as an added term and condition to that contract made the ___ day of _____, 20__ between Company Name and _____ (the "Contract"). It is understood and agreed that failure or refusal to implement the terms and intent of the Program will be a violation of the Contract which could result in the termination thereof by Company Name.

Date: _____

Signature

Printed Name