



Health-Safety-Welfare Drug and Alcohol Policy and Procedures

1.0 SCOPE

This policy applies to every Employee, Contractor and Visitor to SLSNZ's workplaces.

2.0 PURPOSE

Surf Life Saving New Zealand Incorporated (SLSNZ) is committed to ensuring the good health and safety of every Employee, Contractor and Visitor to SLSNZ's workplaces, to ensure healthy and safe working conditions, and to the safe operation of all equipment in the workplace. For that reason, SLSNZ has adopted the following Drug and Alcohol Policy, which prohibits all Employees and Contractors, at all levels, from working or conducting SLSNZ business under the influence of drugs or alcohol.

3.0 DEFINITIONS

The following definitions apply to this policy:

Alcohol - means any alcoholic drink, including spirits, wine or beer.

Drugs - means any mind altering or legally controlled substance. This includes any drugs listed in the Misuse of Drugs Act 1975 and any drugs listed in the AS/NZS 4308:2008: Procedures for specimen collection and quantitation of drugs of abuse in urine and AS 4760:2006 Procedures for specimen collection and quantitation of drugs in oral fluid (or successor Standards). SLSNZ may also include drugs other than those listed in the Standard, such as those drugs referred to as "designer drugs", including (but not limited to) synthetic cannabinoids and herbal highs, as well as other synthetic drugs such as opioids, hallucinogens, piperazines, stimulants and sedatives in the definition of "drugs".

4.0 RELATED DOCUMENT, POLICIES AND PROCEDURES

[Health and Safety at Work Act 2015](#)

5.0 EXCEPTIONS

There are no exceptions to this policy.

6.0 POLICY

6.1 Except as provided at 6.2 below, Employees/Contractors are prohibited from:

- 6.1.1 working or conducting SLSNZ business under, or at the risk of being under, the influence of drugs or alcohol; or
- 6.1.2 using, possessing, distributing or consuming drugs or alcohol on SLSNZ property including a SLSNZ vehicle; or
- 6.1.3 driving a SLSNZ vehicle under, or at the risk of being under, the influence of drugs or alcohol at any time; or
- 6.1.4 using or consuming drugs or alcohol when off-duty if it would result in the Employee/Contractor reporting to work or performing duties under, or at the risk of being under, the influence of drugs or alcohol.



Health-Safety-Welfare Drug and Alcohol Policy and Procedures

- 6.2 Alcoholic beverages may be served or consumed at social events in designated areas, with prior approval. Employees/Contractors must abide by this Policy at any social event at which alcoholic beverages are served. Employees/Contractors are responsible for ensuring that they remain in a condition to be able to get home safely and ensure that if they are required to work the following day that they are not in breach of this Policy upon their return.

Responsibility for Enforcement

- 6.3 All Employees/Contractors are responsible for ensuring their own compliance with this Policy.
- 6.4 If an Employee/Contractor feels unsafe working with one of their colleagues because they suspect he/she is in breach of this Policy, the Employee/Contractor should refer the matter to any supervisor or manager.
- 6.5 Employees/Contractors taking any medication (whether prescription or over the counter) must ask their medical practitioner (such as their doctor or pharmacist) whether such medication creates a risk of impairment in the performance of their duties. If the medication creates such a risk, the Employee/Contractor must disclose this to SLSNZ prior to performing any duties.

Employees/Contractors taking any medication pursuant to a prescription must ensure that the prescription is current and, in all cases, less than 12 months old. Employees/Contractors may be required to provide verification to the Company of the prescription.

- 6.6 Managers are expected to monitor their own reports, and to investigate situations that may breach this Policy. Appropriate steps should be taken to deal with the Employee/Contractor if the manager:
- 6.6.1 observes an Employee/Contractor using drugs or alcohol or finds evidence of usage; or
 - 6.6.2 detects the odour of alcohol on an Employee/Contractor; or
 - 6.6.3 suspects an Employee/Contractor is working under the influence of drugs or alcohol (for example through abnormal or erratic behaviour); or
 - 6.6.4 learns from a reliable or credible source that the Employee/Contractor has consumed drugs or alcohol.
- 6.7 All referrals, suspensions, terminations and/or disciplinary action should take place in conjunction with advice from the CEO or his representative.

Rehabilitative Assistance

- 6.8 If an Employee thinks he/she has a drug or alcohol problem that is affecting their work, SLSNZ encourages the Employee to ask for help from their Manager at an early stage (that is, **before** the Employee is the subject of testing), without fear of reprisal. Discussions will be kept confidential. SLSNZ will try to help the Employee resolve the problem, including by referring the Employee to appropriate community resources.
- 6.9 At SLSNZ's sole discretion, it may allow an Employee to take unpaid leave to participate in a drug and alcohol rehabilitation or treatment programme. The Employee's return to work after successful completion of the course of treatment will depend on SLSNZ's needs at that time and will be on the recommendation of SLSNZ's nominated medical practitioner. The Employee may also be required to complete a course of follow-up treatment and return a negative drug and/or alcohol test before being permitted to return to work.
- 6.10 At SLSNZ's sole discretion, it may provide an Employee with access to an Employee Assistance



Health-Safety-Welfare Drug and Alcohol Policy and Procedures

Programme (EAP), through an appropriate EAP provider. This is a confidential service, which is independent from SLSNZ. The EAP offers services such as information, assessment, counselling or referral, to help an Employee resolve issues that may be affecting his/her work, such as marital problems, depression, or drug and alcohol dependency.

Drug and Alcohol Testing

Pre-employment/engagement testing

- 6.11 All applicants may be required to undergo a drug and alcohol screening test before being employed or engaged. If an applicant fails the test, he/she may not be considered for appointment or, if the applicant has already been appointed, the employment/engagement may be cancelled or terminated.

Testing during employment/engagement

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

- 6.12.1 If SLSNZ suspects, on reasonable grounds, that an Employee/Contractor is working under the influence of drugs or alcohol. Reasonable grounds for testing can be established if an Employee or Contractor's behaviour, actions or conduct (whether observed by or reported to SLSNZ) suggest that the Employee/Contractor is under the influence of drugs and/or alcohol. Further information about reasonable cause indicators is provided at Schedule A.
- 6.12.2 Due to the potentially dangerous nature of many aspects of SLSNZ's work, random testing may be conducted for anyone employed or engaged in a safety-sensitive position. The term "safety sensitive position" refers to any area or role that contains any hazard or where there is the potential for an accident or incident to cause injury, harm, serious harm, or damage to property, plant or equipment. Safety sensitive positions include, but are not limited to, those set out at Schedule C of this Policy.

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

- 6.12.3 If there is an incident, accident, near miss or plant, product or property damage involving an actual or potential compromise of health and safety standards and an Employee/Contractor's actions, or lack of action, may have been a direct or indirect contributory factor.
- 6.12.4 If SLSNZ's clients or customers, or prospective clients or customers, request that an Employee/Contractor submit to drug and alcohol testing.

Testing

- 6.13 Drug and alcohol testing will be performed at SLSNZ's expense by The Drug Detection Agency (TDDA), or an equivalent provider, or by its nominated registered medical practitioner. Testing will be done in such a way as to respect the Employee/Contractor's privacy and confidentiality. Test results will be treated as highly confidential.
- 6.14 SLSNZ in its absolute discretion will determine the appropriate testing method and threshold for detectable and/or positive results at the time.

Drug Testing Procedure



Health-Safety-Welfare Drug and Alcohol Policy and Procedures

- 6.15 If SLSNZ elects to use urine or oral fluid testing, the testing processes will comply with the combined Australian and New Zealand Standard AS/NZS 4308:2008 or AS/NZS 4760:2019, Australian Standard 4760:2006 (or successor Standards) as applicable, and the following will apply (subject to any changes to the applicable Standard). The Standard requires the agency that is responsible for specimen collection/on-site screening, storage and dispatch of the urine specimen to have accreditation (granted following assessment by a recognised body such as IANZ).
- 6.15.1 The Employee/Contractor will remain in the presence of the Collector and will not have access to any water fountain, tap, soap dispenser, cleaning agent or any other materials that might be used to compromise the integrity of the urine or oral fluid specimen.
- 6.15.2 The Employee/Contractor provides the specimen in an area such that privacy is maintained.
- 6.15.3 No device should be placed into the original collected urine or oral fluid sample unless it can be shown that the device does not contaminate the specimen.
- 6.15.4 A positive test will only be reported by an AS/NZS 4308 or AS 4760 (or successor Standards) accredited laboratory if confirmed levels of drug or metabolite exceed designated cut-off levels. Cut-off levels will conform to the relevant Australian Standard/New Zealand Standard, where such a standard has been issued in relation to the drug concerned.
- 6.15.5 If the Employee/Contractor disagrees with an initial positive test result then they have the option of having the referee specimen independently retested at another AS/NZS 4308 or AS 4760 (or successor Standard) accredited laboratory.
- 6.15.6 The cost of the second test will be met by the Employee/Contractor but if the result is negative SLSNZ will refund any costs incurred by the Employee/Contractor. Due to possible degradation of samples over time, re-testing need only detect the presence of the drug or metabolite. For the second test to be positive there need only be the presence of drug or metabolite detected (i.e. need not be above cut off limits). This will be accepted as a conclusive result.
- 6.15.7 Specimens not submitted to the laboratory shall be disposed of in accordance with waste disposal requirements and appropriate legislation.

Alcohol Testing Procedure

- 6.16 If SLSNZ elects to use breath alcohol testing, the testing will be conducted using an approved testing device which meets the Australian Standard: AS 3547-1997 "Breath Alcohol Testing Devices for Personal Use" (or successor Standard).

Under 20 years of age

- 6.16.1 If the first reading records any level of alcohol per litre of breath the result is deemed to be "Detectable".
- 6.16.2 Following a "Detectable" test, a confirmatory test on the same device is performed after 15 minutes using a new mouthpiece.
- 6.16.1 If the confirmatory result records any level of alcohol per litre of breath, the test is deemed to be a Positive Breath Alcohol Test.

Over 20 years of age

- 6.16.2 If the 1st reading is recorded less than 100 micrograms of alcohol per litre of breath the



Health-Safety-Welfare Drug and Alcohol Policy and Procedures

result is deemed negative and the individual may return to full duties.

- 6.16.3 If the reading is recorded over 100 micrograms of alcohol per litre of breath the result is deemed to be "Detectable".
- 6.16.4 Following a "Detectable" test, a confirmatory test on the same device is performed after 15 minutes using a new mouthpiece.
- 6.16.5 If the confirmatory result is recorded less than 100 micrograms of alcohol per litre of breath the result is deemed negative and the individual may return to full duties.
- 6.16.6 If the confirmatory result is recorded over 100 micrograms of alcohol per litre of breath, the test is deemed to be a "Positive Breath Alcohol Test".

Cheating on a drug and/or alcohol test

- 6.17 If an Employee/Contractor "cheats" on a drug and/or alcohol test or attempts to compromise the integrity of a specimen when taking a drug test (for example by providing a specimen that is not his or her own, or by use of a masking agent), or the person conducting the testing has reasonable grounds to suspect that the Employee/Contractor has tampered with a specimen, then SLSNZ may take disciplinary action up to and including dismissal (with or without notice) or, in the case of a Contractor, termination of his/her engagement.
- 6.18 If the Employee provides a specimen that is "cool" (not within acceptable temperature testing range meaning that SLSNZ cannot verify it was provided by the Employee/Contractor), or the specimen is otherwise compromised, this will be treated as a failed test (i.e. positive) and SLSNZ may take disciplinary action up to and including dismissal (with or without notice) or, in the case of a Contractor, termination of his/her engagement. At SLSNZ's discretion, the Employee/Contractor may be provided with one further opportunity to provide a specimen.

Dilution of a drug test

- 6.19 If an Employee/Contractor provides a specimen that is "dilute" the Employee/Contractor will be given one further opportunity to provide a specimen within 24 hours that is not "dilute". This may mean the Employee/Contractor may have to reduce his/her fluid intake during this period. If the second specimen is also "dilute" this will be treated as a failed test (i.e. positive) and SLSNZ may take disciplinary action up to and including dismissal (with or without notice) or, in the case of a Contractor, termination of his/her engagement.

Refusal to take a drug and/or alcohol test

- 6.20 If an Employee/Contractor is required to take a drug and/or alcohol test, and refuses to do so, the Employee/Contractor should first explain the refusal. SLSNZ will consider any explanation given. In its sole discretion, if SLSNZ considers the explanation is unreasonable in the circumstances, then SLSNZ may take disciplinary action up to and including dismissal (with or without notice) or, in the case of a Contractor, termination of his/her engagement.
- 6.21 The Employee/Contractor shall provide his/her specimen for drug testing within 1 hour from the time that the request has been made by the authorised collector. In relation to alcohol testing, the Employee/Contractor shall comply with a request for an alcohol test within 15 minutes from the time the request has been made by the authorised collector.

Failure to comply with such timeframes may result in disciplinary action up to and including dismissal (with or without notice) or, in the case of a Contractor, termination of his/her engagement.



Health-Safety-Welfare Drug and Alcohol Policy and Procedures

Drug and Alcohol Test Results

- 6.22 A copy of the results of any drug and/or alcohol test will be provided to the manager of the Employee/Contractor and may be provided to any client/customer of SLSNZ who requests them if the testing has been undertaken at the client/customer's request. Results may be used in evidence or disclosed in disciplinary or legal proceedings. In all other respects, material and information used or obtained from testing will be kept strictly confidential.
- 6.23 Employees/Contractors should note that the test may not measure the degree to which he/she is under the influence of drugs or alcohol. If a test indicates the presence of drugs or alcohol, then SLSNZ will presume the Employee/Contractor is at risk of being under the influence of drugs or alcohol in breach of this Policy.
- 6.24 If an Employee/Contractor tests positive for drugs, and SLSNZ proposes to refer them to an appropriate service for rehabilitation treatment, or pursue disciplinary action/terminate the Contractor's engagement, then the Employee/Contractor is entitled to challenge the results and obtain an independent analysis of the sample (at the Employee/Contractor's own expense).

Stand down if non-negative drug test

- 6.25 If an Employee returns a non-negative result in relation to his/her drug test, SLSNZ may stand him/her down on ordinary pay until receipt of confirmation of the result. If that result is positive, the Employee agrees that SLSNZ shall be entitled to treat a stand down period as annual leave (and make deductions from the Employee's accrued entitlements accordingly). If the employee does not have any annual or sick leave entitlement remaining, the employee agrees that SLSNZ shall be entitled to treat a stand down as unpaid leave. Where the Employee is sick or injured during the stand down period (or during a portion of the stand down period), the Employer shall be entitled to make appropriate deductions from the Employee's sick leave entitlements. If the Employee's drug test result is negative, the Employee may return to full duties.
- 6.26 If a Contractor returns a non-negative result in relation to his/her drug test, SLSNZ may suspend performance of the contract until receipt of confirmation of the result.

Breach of the Drug and Alcohol Policy

- 6.27 SLSNZ will enforce this Policy strictly. This includes if an Employee/Contractor consumes alcohol at a social event in such a way that it raises health and safety issues in the workplace, contributes to unacceptable job performance or the Employee/Contractor exhibits unusual job behaviour.
- 6.28 If this Policy is breached, SLSNZ may, in relation to Employees:
- 6.28.1 Send the Employee home on leave, which may be unpaid, for such period as may be reasonably necessary. This will be at least as long as required for the Employee to recover from the influence of drugs or alcohol.
- Please note that if an Employee is suspected of being under the influence of drugs or alcohol, they will not be permitted to drive their personal vehicle, or a company vehicle, from SLSNZ's premises. This is both to protect the Employee's own personal safety, and the health and safety of others.
- 6.28.2 Require the Employee, at his/her own expense, to undergo a further drug and alcohol screening test, and return a negative result, before permitting the Employee to return to work.



Health-Safety-Welfare Drug and Alcohol Policy and Procedures

- 6.28.3 Take disciplinary action against the Employee up to and including dismissal. The nature and severity of the violation will determine the disciplinary action taken.
- 6.29 If this Policy is breached, and the Employee returns a positive drug and/or alcohol test, SLSNZ (and/or its insurer) may, at its sole discretion, require the Employee to indemnify SLSNZ for any and all costs arising out of or in connection with such test.
- 6.30 If this Policy is breached, SLSNZ may, in relation to Contractors, terminate the Contractor's engagement (with or without notice).

Rehabilitation

- 6.31 If an Employee returns a positive test, SLSNZ may, in its sole discretion, permit him/her to continue in their employment, subject to the **requirement** that they join a Rehabilitation Programme. In such circumstances, failure to take part or complete the programme may result in disciplinary action up to and including dismissal. The Employee may be suspended from his/her duties (with or without pay, in SLSNZ's sole discretion) or allocated alternative duties during the programme (if available, and in SLSNZ's sole discretion).

Procedure

- 6.32 Where a Rehabilitation Programme is required, the Employer may require the Employee to agree to a rehabilitation programme and follow up testing (see example rehabilitation agreement at Schedule B). Failure to agree to such terms may result in disciplinary action up to and including dismissal (with or without notice);

Post-treatment Testing

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

Search and Surveillance

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

- 6.32.1 SLSNZ may search any property (including Employee or Contractor property) located within any area in SLSNZ's possession or control or within the possession or control of any client or customer of SLSNZ ("SLSNZ premises").

This may include offices, vehicles, workstations, production areas, lockers, and storage areas. Such searches may be carried out on a random basis.

- 6.32.2 SLSNZ may operate electronic surveillance equipment (including covertly) within SLSNZ premises at any time.
- 6.32.3 SLSNZ may employ a specialist drug detection dog team to conduct inspections (including random inspections) within SLSNZ premises.
- 6.32.4 If a drug detection dog or other detection mechanism indicates the recent possession and



Health-Safety-Welfare Drug and Alcohol Policy and Procedures

or use of drugs by an Employee or Contractor, SLSNZ may require the Employee or Contractor to undergo drug testing in accordance with this Policy.

- 6.33 For the avoidance of doubt, by bringing personal property onto SLSNZ premises, an Employee or Contractor is deemed to have consented to his or her property being searched or inspected in accordance with this Policy.

Confidentiality and the Privacy Act 1993

- 6.34 All information gathered as a result of testing or participation in a rehabilitation or treatment programme is collected for the purpose of implementing this Policy and achieving its objectives. All information held by SLSNZ will be held for the duration of the individual's employment/engagement or longer where deemed necessary by SLSNZ. Relevant information may be disclosed to the Employee/Contractor's supervisors or managers during that time.
- 6.35 Save as required by law, no information relating to any testing or rehabilitation will be disclosed to an external party or commented on in any social media or press, other than as contemplated by this policy, without the written consent of the Employee/Contractor concerned.

Application

- 6.36 This Policy applies to both Employees and Contractors of SLSNZ. However, some aspects of this Policy may only be applicable to Employees, such as Rehabilitation. Nothing in this Policy is intended to create an employment relationship between SLSNZ and its Contractors.

If you have any queries about this Policy, please contact your Manager or the CEO.

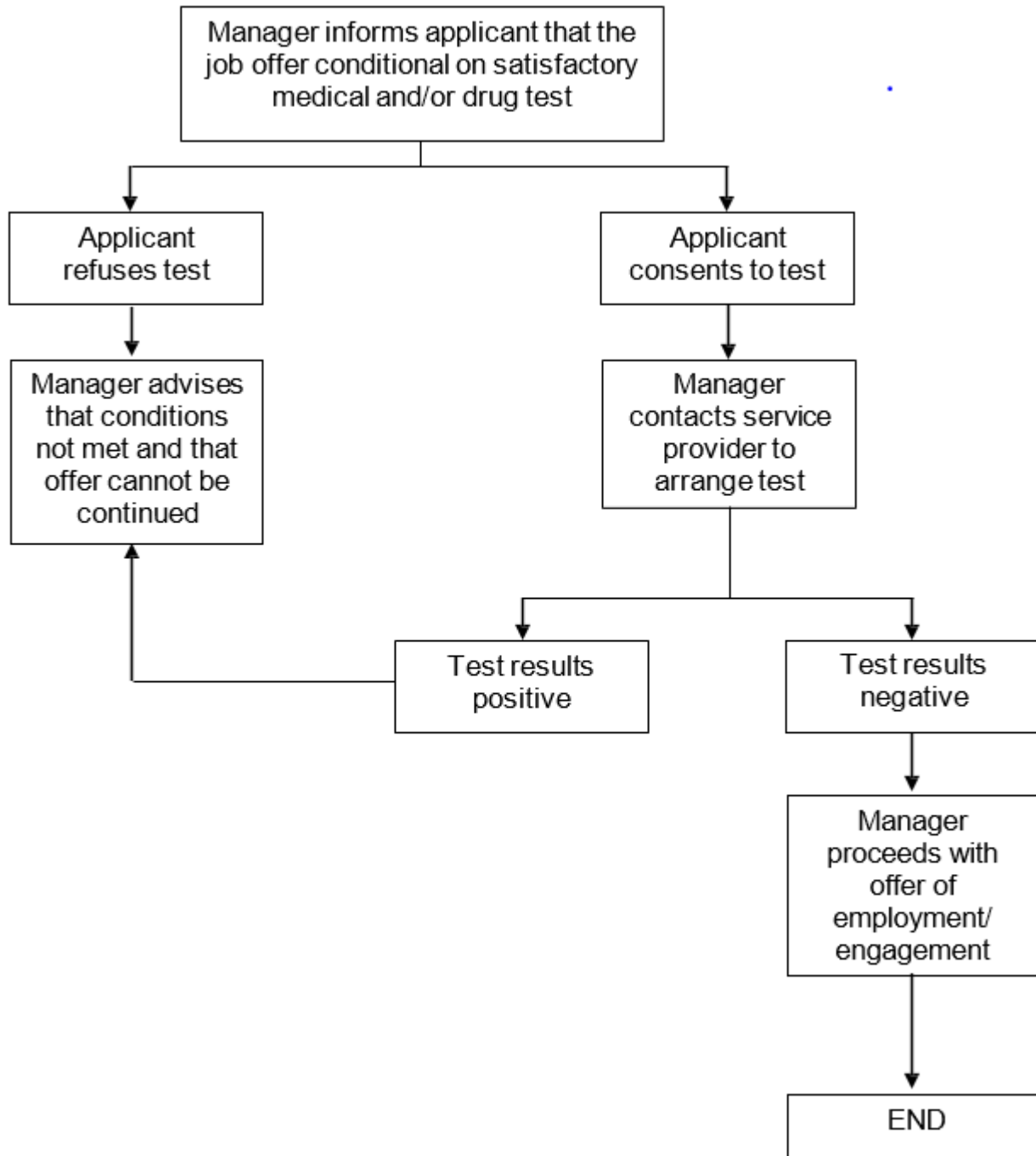
7.0 DOCUMENT MANAGEMENT AND CONTROL

Policy owner	Chief Executive Officer	Date issued	31 March 2022
Content Manager	Health, Safety and Welfare Manager	Revision date	31 March 2024
Approved By	Chief Executive Officer		



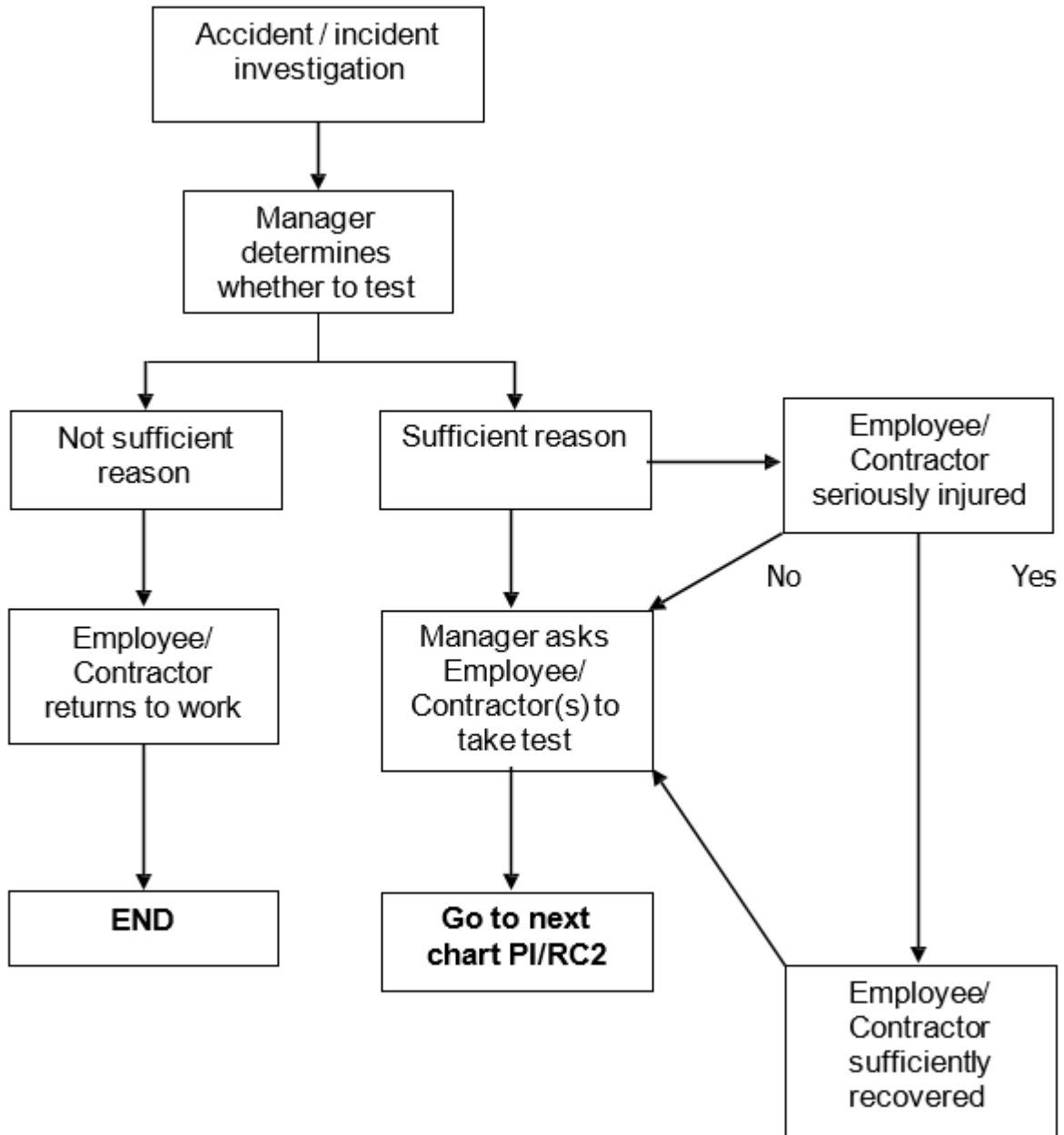
Health-Safety-Welfare Drug and Alcohol Policy and Procedures

APPENDIX 1: PRE-EMPLOYMENT/ENGAGEMENT TESTING FLOWCHART



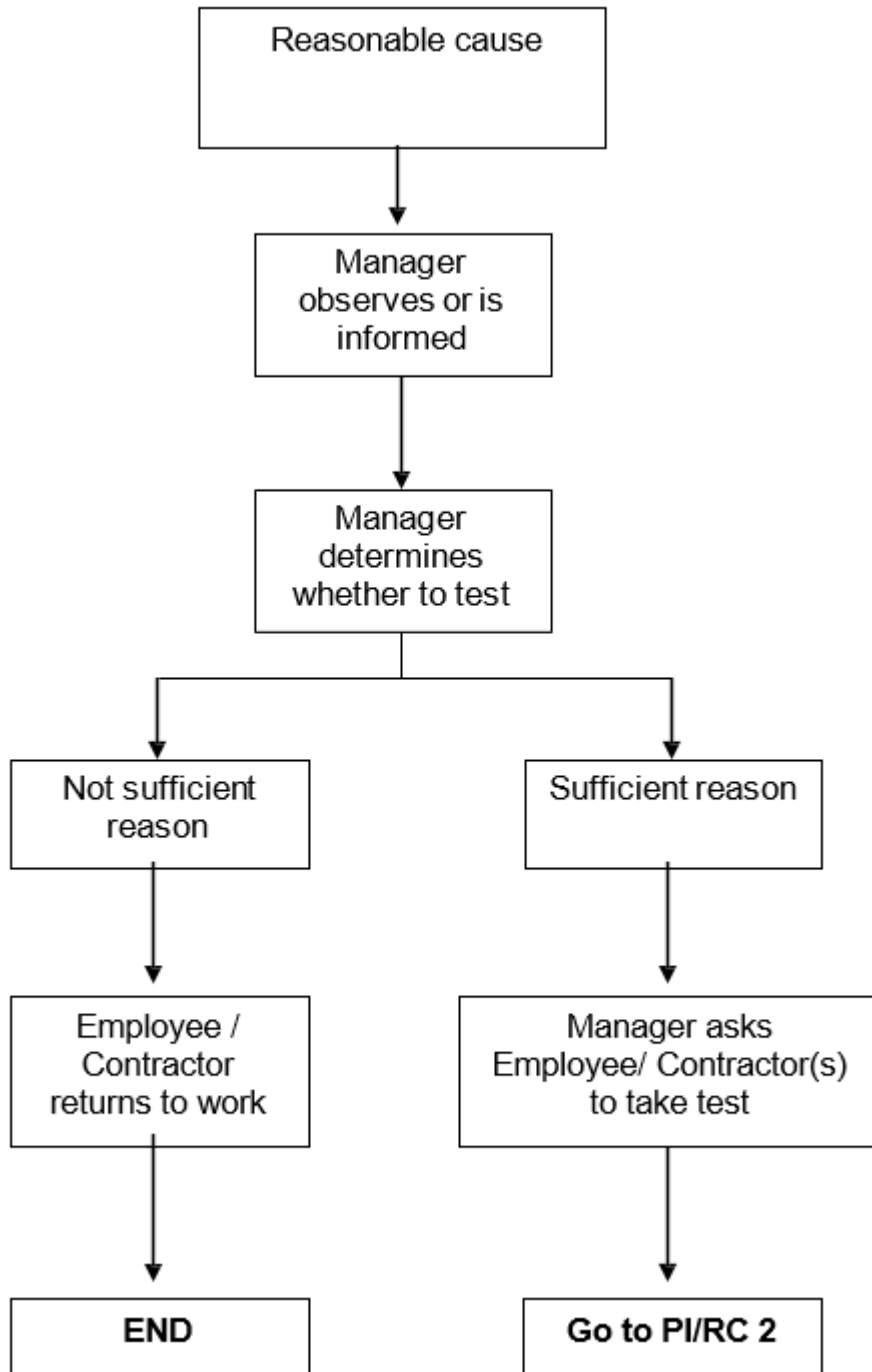


APPENDIX 2: POST INCIDENT TESTING FLOWCHART PI 1





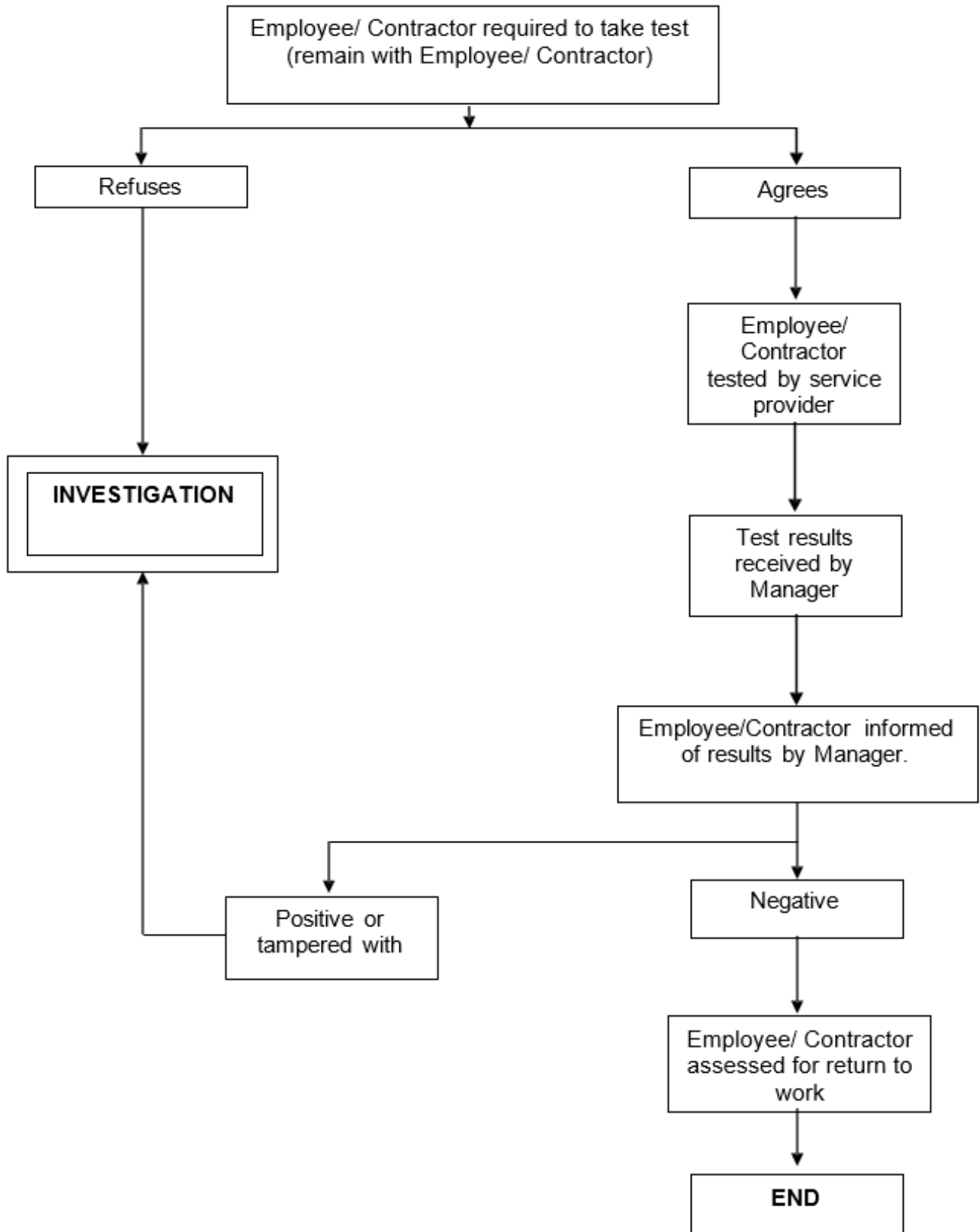
APPENDIX 3: REASONABLE CAUSE TESTING FLOWCHART RC 1





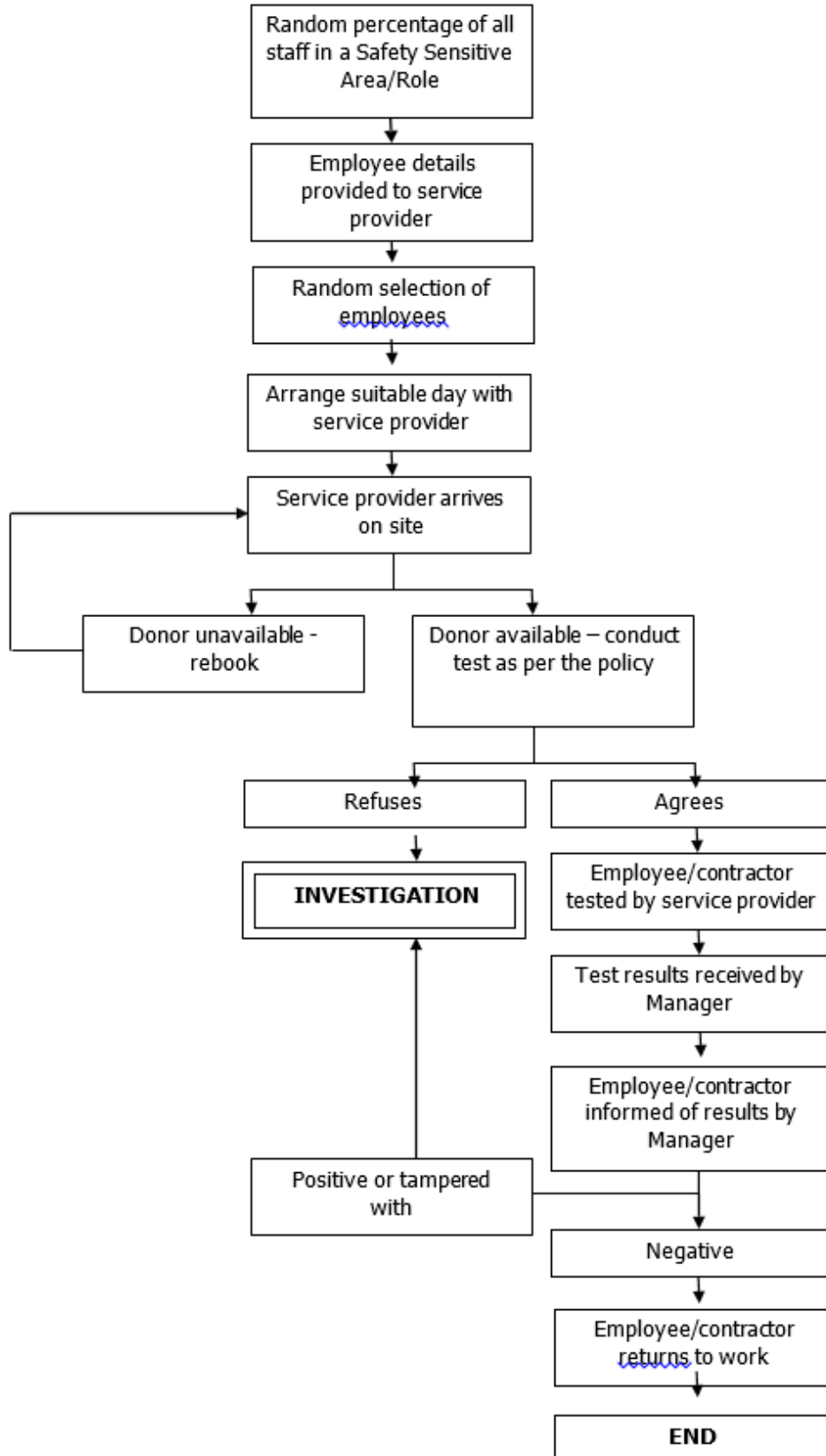
Health-Safety-Welfare Drug and Alcohol Policy and Procedures

APPENDIX 4: POST INCIDENT & REASONABLE CAUSE TESTING FLOWCHART PI/ RC 2





APPENDIX 5: RANDOM SELECTION/TESTING FLOWCHART – RS1





Health-Safety-Welfare Drug and Alcohol Policy and Procedures

SCHEDULE A - REASONABLE CAUSE INDICATORS – PROCESS FORM

When determining “reasonable cause”, physical symptoms and/or unusual or out of character observable or reported behaviours must be considered. Examples of physical symptoms or behaviours include, but are not limited to:

- 1 excessive lateness
- 2 absences often on Monday, Friday or in conjunction with holidays
- 3 increased health problems or complaints about health
- 4 emotional signs – outbursts, anger, aggression
- 5 changes in personality
- 6 changes in alertness – difficulty with attention span
- 7 changes in appearance – clothing, hair, personal hygiene
- 8 less energy
- 9 involvement in various minor accidents
- 10 feigning sickness or emergencies to get out of work early
- 11 going to the bathroom more than normal
- 12 defensive when confronted about behaviour
- 13 dizziness
- 14 slurred speech
- 15 hangovers
- 16 violent behaviour
- 17 impaired motor skills
- 18 bloodshot eyes
- 19 impaired or reduced short term memory
- 20 reduced ability to perform tasks requiring concentration and co-ordination
- 21 intense anxiety or panic attacks
- 22 impairments in learning and memory, perception and judgement
- 23 irritability
- 24 depression
- 25 odour of alcohol or drugs

Reasonable grounds testing may also take place where SLSNZ learns, from a credible source, that the Employee/ Contractor is at risk of impairment of drugs and/or alcohol, or where the Employee/Contractor is observed (whether by SLSNZ or a credible source) using, possessing, distributing or consuming drugs or alcohol during work time or during any breaks, whether on or off SLSNZ premises.

Employee's name: _____

Role: _____

Date(s): _____

Support person: Yes No Name: _____

Supervisor's name: _____

Role: _____

Approved person's name: _____

Role:

Date(s): _____



Health-Safety-Welfare Drug and Alcohol Policy and Procedures

SCHEDULE B HEALTH REHABILITATION CONTRACT

Surf Life Saving New Zealand Incorporated Health Rehabilitation

Contract Employee Name

I acknowledge that I have been entered into the Surf Life Saving New Zealand Incorporated Health Rehabilitation Plan and that my continued employment with Surf Life Saving New Zealand Incorporated is subject to the following:

I am committed to full participation in the Plan with the service provider(s) specified by Surf Life Saving New Zealand Incorporated.

I authorise the service provider to release the following information to Surf Life Saving New Zealand Incorporated:

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

I understand that Surf Life Saving New Zealand Incorporated may disclose such information to any client/customer who requests it and I consent to such disclosure.

I agree to take this course outside work hours or use leave entitlements, if required and approved, to participate during work hours. I agree to take 3 subsequent drug and alcohol tests in the 6 months following treatment and agree to the release of the results to my employer.

Optional:

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

I accept that if:

- a) I do not attend or complete the required course; or
- b) On any future occasion, including the 3 tests referred to above, I return a positive drug and alcohol test; or
- c) I refuse to take any of the 3 subsequent tests, the consequence may be dismissal, with or without notice.

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

Employee: _____

Surf Life Saving New Zealand Incorporated: _____

Witness: _____

Date: _____



SCHEDULE C

SAFETY SENSITIVE POSITIONS AND ROLES

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

1. Surf Lifeguards employed as part of the Regional Lifeguard Service;
2. Beach Education and/or Surf to School Instructors employed as part of Surf Education.