



FITNESS FOR WORK - CONTRACTORS

1.0 Fitness for Work

The Contractor shall ensure that any Employees or Sub-Contractors employed by the Contractor are not under the influence of, in possession of, or found to be cultivating, selling or supplying drugs and / or alcohol, or being in any other way impaired for work while undertaking work for the Principal on property or premises owned or controlled by the Principal.

1.1 Alcohol:

The accepted level of alcohol will be at the current level denoted in the Road Traffic Act 1974.

1.2 Drugs – Illicit and other illegal substances

The Contractor shall ensure that any Employees or Sub-Contractors employed by the Contractor are not under the influence of, suffering adverse effects of, in possession of, or found to be cultivating, selling or supplying drugs or other illegal substances whilst undertaking work for the Principal on property or premises owned or controlled by the Principal.

1.3 Prescription and other Medication

It is the Contractors responsibility to be aware of any medication that any Employee or Sub-Contractor may be taking which may have a detrimental impact on their ability to carry out their duties while undertaking work for the Principal.

1.4 Drug and Alcohol Testing

Random or targeted alcohol and drug testing may take place at any time, at the discretion of the Principal (at the Principal's cost) with an approved provider via urine sampling at any time while any Contractors Employee or Sub-Contractor is carrying out work for the Principal.

All testing for drugs and alcohol shall comply with the Australian/New Zealand Standard 4308-2008: "Recommended practice for the Collection, Detection and Quantification of Drugs of Abuse in Urine."

If an Employee or Sub-Contractor refuses to comply with taking a drug/alcohol test then they will immediately be stood down from undertaking any work for the Principal.

2.0 Return of a Positive Test Result

2.1 Immediate Response

In the event of a positive test being returned by either a Contractors Employee or Sub-Contractor the following shall apply;

- a) The Employee or Sub-Contractor will be immediately stood down from undertaking any work for the Principal.
- b) The Contractor will be given the opportunity to provide information or extenuating circumstances if an Employee or Sub-Contractor is in breach of the Fitness for Work clause within 48 hours of being notified of such a breach.
- c) It is at the sole discretion of the Principal whether it chooses to accept extenuating circumstances in regards to a positive test being returned by an Employee or Sub-Contractor.

2.2 Treatment of Positive Test Result

- a) If the Principal accepts any extenuating circumstances from the Contractor then the Employee or Sub-Contractor shall not be permitted to carry out work for the Principal until a clear test result has been provided. The cost of any test(s) shall be at the expense of the Contractor and the results are to be provided to the Principal.
- b) Where extenuating circumstances have not been accepted by the Principal, any Employee or Sub-Contractor shall not be permitted to carry out work for the Principal for a period of 12 months from the date of a positive test result. This includes carrying out work on any property or premises controlled by the Principal while under the employment of the Contractor.
- c) Any Employee or Sub-Contractor that has been stood down for a period of 12 months by the Principal shall not be permitted to resume carrying out work for the Principal until a clear test result has been provided. The cost of any test shall be at the expense of the Contractor.

3.0 Subsequent Positive Test Results

- a) If an Employee or Sub- Contractor returns a positive test result on more than one occasion they will no longer be permitted to carry out work for the Principal while under the employment of the Contractor.
- b) Where two positive test results cumulatively from any employees or sub- contractors of the Contractor has occurred then the Principal may at its sole discretion terminate the Contract.
- c) Where extenuating circumstances have been accepted by the Principal, the Principal recognises that it may take a period of time for an Employee or Sub-Contractor to return a negative result and as such these will not be treated as a subsequent breach under this clause.