

Drug and Alcohol Policy

Purpose

Horse Racing Alberta is committed to the safety, well-being and dignity of its Persons, racing participants and to the welfare of its Persons, as well as, by extension, the horse racing industry and the public.

The central purpose of this Drug and Alcohol Policy is to ensure a safe race track for all Persons and any others who might attend the Race Track governed by the *Horse Racing Alberta Act*. The Policy also aims to ensure that all HRA Persons and *racing participants subject to this policy are treated fairly and respectfully.

Courts and human rights tribunals have acknowledged that drug and alcohol dependencies are medically recognized disabilities under human rights law. Therefore, HRA acknowledges that drug and alcohol dependencies are protected under the grounds of mental and physical disability under the *Alberta Human Rights Act*. Casual drug or alcohol use is not protected by the AHRA.

Definitions

In this Policy,

Any term with an asterisk (*) shall have the meaning attributed to it in the Rules unless set out here.

"Act" means the *Horse Racing Alberta Act*.

"AHRA" means the *Alberta Human Rights Act*.

"Alcohol" means any substance that may be consumed and that has an alcoholic content in excess of 0.5%.

"Driver" means a driver standardbred *race horses in a *race.

"Drugs" means any substance, including but not limited to Illicit Drugs, Medications or other mood-altering substances, the use of which has the potential to change or adversely affect cognition, the way a person thinks, feels or acts, as well as drug paraphernalia typically associated with Illicit Drugs. For the purposes of this Policy, drugs of concern are those that affect fitness for duty.

"Fit for Duty" or **"Fitness for Duty"** means the ability to mentally and physically perform the duties of the Person's job in a safe and reliable manner.

"HRA" means *Horse Racing Alberta.

"Illicit Drugs" means any drug or substance which is not legally obtainable and whose use, sale, possession, purchase or transfer is restricted or prohibited by law.

"Jockey" means a rider of thoroughbred, quarter horse or other flat racing breed *race horse in a *race.

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"Medications" means any drug or substance obtained legally by a Person, either over-the-counter or through a doctor's prescription or appropriate authorization. In the case of prescribed or medically authorized drugs, its use must have been properly prescribed for treatment of an existing medical condition by a physician who has considered the Person's job duties and safety considerations of those duties. For clarity, in the case of medicinal cannabis, in addition to the above, the Person must have an authorization for use to the extent such authorization is required by law.

"Person" or "Persons" means all HRA employees, *racing officials and *racing participants subject to the Policy.

"Policy" means this Drug and Alcohol Policy.

"Race Track" includes but is not restricted to all land, property, structures, installations, vehicles and equipment used for or in horse racing on, at or near a race track as further set out at section 16(1) of the Act.

"Reinstatement Monitoring Agreement" shall have the meaning set out below.

"Rules" means the *Rules Governing Horse Racing in Alberta*.

"Safety Sensitive Position" means the following *racing officials and *racing participants whose job performance can affect the safety of the Person, other Persons, race horses and other horses at a Race Track and is limited to the following:

*racing officials- official veterinarians, starter and assistant starter, paddock judge, identifier and equipment inspector; and

*racing participants – veterinarians, animal health technologists, owners, trainers, assistant trainers, drivers, jockeys, apprentice jockeys, grooms, jockey's valets, exercise persons, outriders, pony persons, stable employees, grounds man, farriers, trades persons, unregistered veterinarian auxiliaries, van drivers and test inspectors.

"Security Investigator" means that person designated by HRA or the judges/stewards to conduct searches pursuant to s.16 of the Act or this Policy.

"Significant Incident or Near Miss" means an occurrence, circumstance or condition that caused or had the potential to cause damage or injury to person, property, reputation, security or the environment.

"Workday" means the period of time between when a Person begins or is scheduled to begin a work shift and when the Person leaves work when the work shift is or is expected to be over, including all breaks.

Application

This Policy applies to all Persons as defined here.

Fitness for Duty

Persons must report to work Fit for Duty and remain Fit for Duty throughout the Workday. This includes but is not limited to refraining from the use of Drugs and Alcohol outside the Race Track during non-working hours that may adversely affect the Person's work performance, the safety of himself or herself or others at work, or the reputation of HRA in the community.

If Persons are requested to perform work outside normal hours or unexpectedly while they are not Fit for Duty, they must refuse the request and ask that the work be given to another Person instead.

Drugs and Alcohol

Persons must not use, possess, distribute, offer or sell Drugs or Alcohol at the Race Track or at any other place during the Workday, subject to the exceptions set out in this Policy.

HRA notes the ability of *racing officials to search persons or Race Tracks pursuant to the Act and further reserves the right to search personal belongings brought to the Race Track (including, personal bags) if there are reasonable grounds to believe that a Person is impaired, has consumed Drugs or Alcohol (other than Medications that fall under the exception in this Policy) in the race track, or is in possession of Drugs or Alcohol (other than Medications that fall under the exception in this Policy) at the Race Track. HRA will report violations of Canadian or Alberta laws to the appropriate law enforcement authority.

Exceptions

Persons may use or possess Medications at the Race Track or during the Workday if the following conditions are all satisfied:

- a. In the case of a prescription or authorized drug, the Person is using the Medication exactly as prescribed or authorized; or in the case of a non-prescription medication, the Person is using the medication for its intended purpose exactly as recommended by their doctor, a pharmacist or the manufacturer; and
- b. The Person has inquired with their doctor or pharmacist as to whether the Medication can negatively affect their performance in the Race Track, including by making their doctor or pharmacist aware of their specific job duties and the nature of the Race Track; and
- c. If the Person has reason to believe, because of their doctor's or pharmacist's opinion or for some other reason, that the Medication has the potential to affect their Fitness for Duty, the Person has advised HRA they are using the Medication, including by providing HRA with a copy of the prescription or authorization; and

- d. The Person has received prior written approval of the *judges/stewards board that is supported by the HRA Medical Review Officer or Backstretch Coordinator.

Where HRA has been advised or otherwise learns that a Person is using any Drug or Alcohol that has the potential to affect the Person's Fitness for Duty, HRA may modify the Person's duties or take any other action to ensure the safety of its Race Track. HRA reserves the right to confirm the nature and duration of any required work modification and obtain further detailed information from the Person's treating doctor(s).

Breach of Standards

A violation of this Policy is considered to be a fundamental breach of the employment relationship and/or the Rules and may be grounds for disciplinary action, up to and including immediate termination of employment and/or sanction under the Rules as determined by the *judges/stewards board including but not limited to those set out in the Rules and/or any or all of the following:

- a. Sanctions as listed in this policy;
- b. temporary removal of the Person from their position;
- c. adherence to any recommended treatment and aftercare program;
- d. successful completion of a Drug and/or Alcohol and/or any other test for determining whether the Person is fit for duty;
- e. ongoing unannounced testing for a duration of time;
- f. a Reinstatement Monitoring Agreement (as outlined below);
- g. no further violations of the Policy during a monitoring period; and
- h. any other requirements that are appropriate in the circumstances.

A violation of these measures may be grounds for further disciplinary action, up to and including immediate termination of employment.

Assistance and Support

Persons who suspect that they may have a substance addiction or dependency that is or is reasonably likely to affect their Fitness for Duty or cause a violation of the Policy are required to disclose that substance addiction or dependency to HRA and seek assistance through their supervisor or otherwise, before their job performance is affected or a violation of this Policy occurs.

If a Person discloses to HRA and seeks assistance for a substance addiction or dependency before a violation of the Policy occurs, the Person will not be disciplined for such disclosure and seeking such assistance. However, where a Person violates the Policy but has not expressly disclosed or sought assistance for a substance addiction or dependency through HRA before that violation, the violation may be grounds for disciplinary action, up to and including termination of employment or sanction under the Rules, as determined by the *judges/stewards board.

If a Person expressly discloses and seeks assistance for a substance addiction or dependency through HRA, HRA may refer the Person to an employee and family assistance program or similar program (for non-employees). The Person must cooperate with HRA and provide medical information to support the existence of a substance addiction or dependency, as well as sufficient medical information to allow HRA to create and maintain an accommodation plan. Further, the Person must comply with the terms and conditions of any program and authorize HRA to receive information regarding the Person's progress and degree of commitment to the program. The Person may also be required to enter into a Reinstatement Monitoring Agreement with HRA.

A Reinstatement Monitoring Agreement may require any or all of the following:

- a. the Person to pass a return-to-duty Drug and/or Alcohol and/or any other test for determining whether the Person is Fit for Duty;
- b. the Person to submit to periodic unannounced Drug and/or Alcohol and/or any other test for determining whether the Person is Fit for Duty; and
- c. any other requirements which are reasonable in the circumstances.

Failure to cooperate with HRA in the above process or violation of a Reinstatement Monitoring Agreement may be grounds for disciplinary action, up to and including termination of employment or sanction under the Rules, as determined by the *judges/stewards board.

Drug and Alcohol Testing

HRA may perform Drug and/or Alcohol testing for determining whether a Person is Fit for Duty in the following circumstances:

*Jockeys or *Drivers: To ensure the safety and integrity of the Alberta horse racing industry, all *jockeys and *drivers may be required to submit to a Drug and/or Alcohol test before each race day.

On reasonable suspicion: If HRA has reasonable suspicion that a Person is not Fit for Duty when they report to work or at any time throughout the Workday, HRA may require the Person to submit to a Drug and/or Alcohol test for determining whether the Person is Fit for Duty.

Following a Significant Incident or Near Miss: If a Person is involved in a Significant Incident or Near Miss, HRA may require the Person to submit to a Drug and/or Alcohol test for determining whether the Person was Fit for Duty at the time the Significant Incident or Near Miss occurred.

Pursuant to a Reinstatement Monitoring Agreement: If a Person is required to participate in a Reinstatement Monitoring Agreement, the Person may be required to submit to a Drug and/or Alcohol test pursuant to the terms of the agreement.

If a Person is required to submit to a Drug and/or a Alcohol test, they will be removed from duty until the test is complete and must remain under direct supervision until they are transported to the testing site.

If a Person tests positive, they will be advised that they tested positive and will be immediately suspended without pay for the day pending a determination by HRA of the disciplinary action to be taken.

If a Person fails to report directly for a test, refuses to submit to a test, refuses to agree to disclosure of a test result to HRA, attempts to tamper with a test sample or otherwise obstructs the testing process, they will be deemed to have tested positive.

Testing Protocol for *Jockeys or *Drivers

Prior to the first race of the race day, a Security Investigator shall determine the number and names of the *jockeys or *drivers per race day for drug and/or alcohol testing. A *jockey or *driver required to undergo testing shall provide a sample of breath or body fluids, as appropriate, to the Security Investigator at the time, place and manner as directed. If the initial screening test results in a concentration equal to or higher than that listed in the chart below, it shall be deemed to be a non-negative result and the *jockey or *driver will be immediately removed from all mounts or drives for the day. An additional confirmation test shall also be administered. Confirmation tests for drugs are sent for laboratory testing.

Until the results of the confirmation test are provided to the *judges/stewards board, a *jockey or *driver will be required to undergo testing with a Security Investigator prior to recommencing work.

Should a subsequent test be negative, the *jockey or *driver will be permitted to return to their duties until the confirmation test results are provided to the *judges/stewards board.

Should any subsequent test be non-negative, the *jockey or *driver will be immediately removed from all mounts or drives until the confirmation test results are provided to the *judges/stewards board.

Testing Protocol for Safety Sensitive Positions (excluding jockeys and *drivers) and All Other Persons

A person required to undergo testing under this part shall provide a sample of breath or body fluids, as appropriate, to the Security Investigator at the time, place and manner as directed. If the initial screening test results in a non-negative result, the person will be immediately removed from all duties on the grounds for the day. An additional confirmation test shall also be administered. Confirmation tests for drugs are sent for laboratory testing. Until the results of the confirmation test are provided to the *judges/stewards board, a Person will be required to undergo testing with a Security Investigator prior to recommencing work.

Should a subsequent test be negative, the person will be permitted to return to their duties until the confirmation test results are provided to the *judges/stewards board.

Should any subsequent test be non-negative, the person will be immediately removed from all to return to their duties until the confirmation test results are provided to the *judges/stewards board.

Concentration Limits

Persons must not report to work:

- 1) with a blood alcohol concentration of more than 50 milligrams of alcohol per one hundred milliliters of blood as per HRA Rules of Racing 300 (1) and 223 (4);
- 2) while unfit for work on account of the use of a prescription, medically authorized or non-prescription drug; or
- 3) with a level of drugs in excess of the concentrations below:

Oral Fluid Drug Concentration Limits

	<u>Drugs or classes of drugs</u>	<u>Screening concentration equal to or in excess of ng/mL</u>	<u>Confirmation concentration equal to or in excess of ng/mL</u>	<u>Confirmation Test Includes</u>
AMP	Amphetamine	50	50	Amphetamines, Methamphetamine, MDA, MDEA, MDMA
MET	Methamphetamine	35		
COC	Cocaine Parent	20	8	Cocaine Metabolite, Cocaine Parent
OPI	Opiates (Morphine)	20	40	Morphine, Codeine, Hydrocodone, Oxycodone, Oxymorphone, 6AM
THC	Marijuana (Parent (Delta-9 THC))	5	4	Marijuana Parent

Sanctions for Positive Tests for a Drug or Alcohol (excluding Illicit Drugs)

*Jockeys and *Drivers:

First Offence:

- a. Immediate removal from all mounts or drives; and
- b. Fined \$150.00 and suspended from riding or driving privileges for ten (10) calendar days.

Second Offence:

- a. Immediate removal from all mounts or drives; and
- b. Fined \$300.00 and suspended from riding or driving privileges for ten (10) calendar days.

Third Offence (additional sanctions may be imposed for additional violations):

- a. Immediate removal from all mounts or drives;
- b. Fined \$500.00 and suspended from riding or driving privileges for a minimum of thirty (30) calendar days; and
- c. Denied the privileges of all grounds including grandstand for 30 days.
- d. A reduced penalty may be considered after 14 days if the offender has met with and received the approval from the Backstretch Coordinator for re-instatement.
- e. A Reinstatement Monitoring Agreement may be put into place.

Safety Sensitive Positions (excluding *jockeys and *drivers):

First Offence:

- a. Immediate removal from all duties on the grounds; and
- b. Fined not more than \$150.00 and suspended from their duties on the grounds for up to ten (10) calendar days.

Second Offence:

- a. Immediate removal from all duties on the grounds; and
- b. Fined not more than \$300.00 and suspended from their duties on the grounds for up to ten (10) calendar days.

Third Offence (additional sanctions may be imposed for additional violations):

- a. Immediate removal from all duties on the grounds; and
- b. Fined not more than \$500.00 and suspended from their duties on the grounds for up to thirty (30) calendar days; and
- c. Denied the privileges of all grounds including grandstand for up to thirty (30) calendar days.
- d. A reduced penalty may be considered after 14 days if the offender has met with and received the approval from the Backstretch Coordinator for re-instatement.
- e. A Reinstatement Monitoring Agreement may be put into place.

All Other Persons:

First Offence:

- a. Immediate removal from all duties on the grounds; and
- b. Fined not more than \$150.00 and suspended from their duties on the grounds for up to ten (10) calendar days.

Second Offence:

- a. Immediate removal from all duties on the grounds; and
- b. Fined not more than \$300.00 and suspended from their duties on the grounds for up to ten (10) calendar days.

Third Offence (additional sanctions may be imposed for additional violations):

- a. Immediate removal from all duties on the grounds; and
- b. Fined not more than \$500.00 and suspended from their duties on the grounds for up to thirty (30) calendar days; and
- c. Denied the privileges of all grounds including grandstand for up to thirty (30) calendar days.
- d. A reduced penalty may be considered after 14 days if the offender has met with and received the approval from the Backstretch Coordinator for re-instatement.
- e. A Reinstatement Monitoring Agreement may be put into place.

Sanctions for Positive Tests for Illicit Drugs

***Jockeys and *Drivers:**

First Offence:

- a. Immediate removal from all mounts or drives;
- b. Fined \$200.00 and suspended from riding or driving privileges for a minimum of thirty (30) calendar days; and
- c. Denied the privileges of all grounds including grandstand for up to thirty calendar (30) days.
- d. A reduced penalty may be considered after 14 days if the offender has met with the Backstretch Coordinator and the Backstretch Coordinator makes a recommendation for re-instatement.
- e. A Reinstatement Monitoring Agreement may be put into place.

Second Offence:

- a. Immediate removal from all mounts or drives;
- b. Fined \$350.00 and suspended from riding or driving privileges for a minimum of thirty (30) calendar days; and
- c. Denied the privileges of all grounds including grandstand for thirty (30) calendar days.
- d. A Reinstatement Monitoring Agreement may be put into place.

Third Offence (additional sanctions may be imposed for additional violations):

- a. Immediate removal from all mounts or drives;
- b. Denied the privileges of all grounds including grandstand until re-instatement; and.
- c. Revocation of license.
- d. Will not be considered for re-instatement until at least three (3) years after 1st Offence.
- e. The offender will only be restored when:
 1. Negative sample has been provided.
 2. Has taken and satisfied a treatment program.
 3. Agrees to release all results from the program to the Backstretch Coordinator
 4. Agrees to any conditions applied to re-instatement including periodic drug testing.

Safety Sensitive Positions (excluding *jockeys and *drivers):

First Offence:

- a. Immediate removal from all duties on the grounds; and
- b. Fined up to \$200.00 and suspended from their duties on the grounds for a minimum of thirty (30) calendar days; and
- c. Denied the privileges of all grounds including grandstand for up to thirty calendar (30) days.
- d. A reduced penalty may be considered after 14 days if the offender has

met with the Backstretch Coordinator and the Backstretch Coordinator makes a recommendation for re-instatement.

- e. A Reinstatement Monitoring Agreement may be put into place.

Second Offence:

- a. Immediate removal from all duties on the grounds; and
- b. Fined up to \$350.00 and suspended from all duties on the grounds for a minimum of thirty (30) calendar days; and
- c. Denied the privileges of all grounds including grandstand for thirty (30) calendar days.
- d. A Reinstatement Monitoring Agreement may be put into place.

Third Offence (additional sanctions may be imposed for additional violations):

- a. Immediate removal from all duties on the grounds; and
- b. Denied the privileges of all grounds including grandstand; and
- c. Revocation of license.
- d. Will not be considered for re-instatement until at least three (3) years after 1st Offence.
- e. The offender will only be restored when:
 - 1. Negative sample has been provided.
 - 2. Has taken and satisfied a treatment program.
 - 3. Agrees to release all results from the program to the Backstretch Coordinator
 - 4. Agrees to any conditions applied to re-instatement including periodic drug testing.

All Other Persons:

First Offence:

- a. Immediate removal from all duties on the grounds; and
- b. Fined up to \$200.00 and suspended from their duties on the grounds for a minimum of thirty (30) calendar days; and
- c. Denied the privileges of all grounds including grandstand for up to thirty calendar (30) days.
- d. A reduced penalty may be considered after 14 days if the offender has met with the Backstretch Coordinator and the Backstretch Coordinator makes a recommendation for re-instatement.
- e. A Reinstatement Monitoring Agreement may be put into place.

Second Offence:

- a. Immediate removal from all duties on the grounds; and
- b. Fined up to \$350.00 and suspended from all duties on the grounds for a minimum of thirty (30) calendar days; and

- c. Denied the privileges of all grounds including grandstand for thirty (30) calendar days.
- d. A Reinstatement Monitoring Agreement may be put into place.

Third Offence (additional sanctions may be imposed for additional violations):

- a. Immediate removal from all duties on the grounds; and
- b. Denied the privileges of all grounds including grandstand; and
- c. Revocation of license.
- d. Will not be considered for re-instatement until at least three (3) years after 1st Offence.
- e. The offender will only be restored when:
- f. Negative sample has been provided.
- g. Has taken and satisfied a treatment program
- h. Agrees to release all results from the program to the Backstretch Coordinator
- i. Agrees to any conditions applied to re-instatement including periodic drug testing.

Confidentiality

Information related to the application of this Policy will be treated in a confidential manner and will not be collected, used or disclosed except in accordance with this Policy and applicable privacy legislation.

Questions

Questions with respect to this Policy should be directed to the Manager of Racing Supervision and Security.