

1 **ARTICLE 28 – TRANSPORTATION EMPLOYEES**

2 **28.1 Transportation Hours** – Unit Members will be paid based upon bid time each
3 regular school year. Bus drivers hired will be guaranteed a minimum of seven (7) hours of
4 pay per day.

5 **28.1.1 - Contract Work** - In accordance with California Education Code section
6 45301.1 and District Board Policy 3312, the parties agree that during the term of
7 this Agreement, the District agrees it will not contract out work that has been
8 customarily performed by bargaining unit positions unless it is negotiated with
9 CSEA.

10 **28.1.2 In-Service Training:** All mandatory training required by the District shall
11 be paid (in accordance with article 9.2.1 to 9.2.2). Up to ten (10) hours per school
12 year, of In-service training shall be provided by the District in order for
13 Transportation Employees to retain their certificates. Employees shall receive pay
14 at the appropriate rate for time spent in District training. In-Service training shall
15 be scheduled by the supervisor.

16 **28.1.3 Pre-trip Training:** All preparation that pertains to pre-trip training for
17 recertification with CHP shall be compensated by the District, within the last year
18 of employee school bus certificate validity, to be approved by the supervisor.

19 **28.2 Bus Driver Hours**

20 **28.2.1 - Sign On Time** - Unit members will be provided a five (5) minute on-duty
21 sign-on time for their first morning sign-on only. At all other sign-on times, unit
22 members shall start their work time at their bus. Unit members shall continue to
23 notify Transportation of their arrival at work by signing in before each scheduled
24 work period. Unit members shall not conduct or allow personal business to interfere
25 with their pre-trip bus inspection or adherence to their route schedules.

26 **28.2.2 - Pre Trip Bus Inspection and “Sweep Time” (Interior Cleaning)** - Unit
27 members will be provided adequate on-duty time each morning to perform a pre-
28 trip bus inspection. They will also be provided adequate on-duty “sweep time” at
29 some point during their workday as indicated below:

30 <u>Bus Type</u>	30 <u>Pre-Trip</u>	30 <u>“Sweep Time”</u>
31 Transit	31 20 minutes	31 10 minutes
32 Conventional (Special Ed)	32 25 minutes	32 10 minutes
33 Mini (Vans)	33 5 minutes	33 5 minutes

1 **28.2.3 - General Bus Cleaning** - Unit members shall use their on-duty “layover”
2 (non-driving) time between school runs and field trips to perform needed bus
3 cleaning. Subject to pre-approval and inspection, unit members may submit a “Bus
4 Cleaning Request Form” at anytime their bus needs additional cleaning that cannot
5 be completed during their “sweep” and/or “layover” time.

6 **28.3 - Assigning of Bus Routes** - The District shall determine the routes, bus and driver
7 assignments to maintain the efficiency of the District’s operations. Regardless of any other
8 provisions in this Section, the District shall retain the right to assign any bus or route to any
9 unit member. All bus routes are subject to change throughout the year.

10 Before the beginning of each traditional school year, unit members will be allowed to bid
11 on their routes based on their date of hire in class and the capacity of their assigned bus.
12 If a unit member is unavailable to bid on the date selected by the District, the unit member
13 may select a proxy to bid on their behalf. If no proxy is selected, the District will assign the
14 route(s) with the most available daily hours to the unit member.

15 Unit members may bid on a route or a combination of routes made available by the District,
16 not to exceed seven (7) hours and forty-five (45) minutes per day. Other assignments may
17 be added to the route(s) such as fueling, new assignments, returning students, etc., that
18 may require a unit member to work up to eight (8) hours per day. However, the District will
19 reassign any route assignment(s) that cause a unit member to exceed eight (8) hours per
20 day.

21 Unit members who bid on route(s) that decrease by more than 2.5 hours per week because
22 of class closings or a permanent reduction in the student count, will be offered other
23 assignments so the affected unit member’s weekly average is maintained within 2.5 hours
24 of their original weekly bid. This may require the District to offer the affected unit member
25 short notice/extra work assignments and/or field trips out of rotation and before any other
26 unit member. It may also require the unit member to drive a bus with a different capacity.
27 In the event the District cannot provide the affected unit member weekly assignments within
28 2.5 hours of their original weekly bid, the unit member will have additional runs or routes
29 added to their assignment from the least senior unit member. If the assignments of the
30 least senior unit member do not fit in with the affected unit member’s current assignment(s),
31 or if the change would cause the least senior unit member’s assignment to go below four
32 (4) hours per day, it may require the affected unit member to change buses/routes or it may
33 require the District to go to the next least senior unit member(s), and so on, until additional
34 runs or routes from one (1) or more of the least senior unit members are determined to fit

1 in with the affected unit member's assignment(s). The affected unit members may also
2 request not to have new assignments added as indicated above and continue with fewer
3 hours on their existing assignment(s).

4 **28.4 – Additional Assignments**

5 **28.4.1 - Assigning of Field Trips** - The District shall assign field trips to unit
6 members to maintain the efficiency of the District's operation using the guidelines
7 set forth in this Article. Regardless of any other provisions in this Section, the
8 District shall retain the right to assign any field trip or extra assignment on the same
9 basis and for the same reasons as it has in the past.

10 **28.4.1.1 - Notice** - The Field Trip Assignment Log will be posted each Thursday
11 or sooner for the following week's trip assignments. Unit members shall be
12 required to cover any field trip assigned to them on the log. It is the responsibility
13 of each unit member to check the log for his or her assignment(s). Unit members
14 will be notified via their mailbox of any changes or additions to the "current"
15 week's Field Trip Assignment Log. Except for emergency situations,
16 unanticipated trips that are assigned with less than twenty-four (24) hours notice
17 may be declined (or weekend trips with less than 48 hours notice may also be
18 declined). If an assigned trip poses a hardship, a unit member may request a
19 trip reassignment, subject to coverage availability and the Transportation
20 Department's approval. Insofar as practicable, at least three (3) unit members
21 will be offered the declined trip and/or reassignment request prior to a Substitute
22 Bus Driver receiving the assignment(s).

23 **28.4.2 - Short Notice/Extra Work Assignments** - Unit members available to cover
24 short notice (less than twenty-four (24) hours) and/or extra work assignments will
25 be assigned from a sign-up sheet that will be posted each Friday for the following
26 week's assignments. Unit members may sign-up for one (1) or more days each
27 week and they shall be required to cover any and all extra work assignments they
28 receive. Any unit member who does not accept any and all extra work assignments
29 on a day they indicated that they were available, will not receive any short notice
30 and/or extra work assignments for five (5) working days. Insofar as practicable, at
31 least three (3) unit members will be offered the assignment(s) prior to a Substitute
32 Bus Driver receiving the assignment(s).

33 **28.4.3 - Night and Weekend Trips** - All unit members shall be required to cover
34 night (returning after 8 p.m.) and weekend trips. The Transportation Department

1 will maintain a count of the number of trips each unit member completes. These
2 assignments will be rotated among all unit members. The actual number of
3 assignments per unit member will vary and depend on the number of trips
4 requested by schools.

5 Insofar as practicable, unit members will be offered the weekend trip prior to a
6 substitute bus driver receiving the assignment(s).

7 **28.4.4 - Six (6) or More Hour Trips** - The Transportation Department will maintain
8 a count of the number of six (6) or more hour trips each unit member completes.
9 These assignments will be rotated among all unit members. The actual number of
10 assignments per unit member will vary and depend on the number of trips
11 requested by schools. If the trip is assigned as a “drop and return” unit members
12 may request to remain at the site.

13 Unit members who are approved to remain at the site will have one of the following
14 two options: 1) will be paid for the time they would have traveled; 2) shall spend
15 their standby time at the field trip location cleaning their bus and will be paid for the
16 time that has been approved at the regular or overtime rate as appropriate. The
17 unit member’s bus shall be subject to inspection upon return to the Transportation
18 Yard.

19 **28.4.5 - Mountain Trips** – The Transportation Department will maintain a count of
20 the number of mountain trips each unit member completes. These trips will be
21 rotated among qualified unit members. The actual number of assignments per unit
22 member will vary and depend on the number of trips requested by schools.

23 **28.4.6** – For the purpose of this section, the District shall post and maintain three
24 separate extra duty lists: 1) a weekday extra assignment list; 2) a weekend
25 assignment list; and 3) a mountain driving list for those who qualify.

26 **28.5 Drug and Alcohol Testing for Transportation Employees** - This Section is
27 adopted to implement the drug and alcohol testing requirements of the Omnibus
28 Transportation Employee Testing Act of 1991. It is the intent of both parties, the District
29 and CSEA, to comply with all Federal Regulations connected with this act.

30 Effective January 1, 2020, all Transportation Employees shall register with the Federal
31 Motor Carrier Administration Drug and Alcohol Clearinghouse. Necessary consent forms
32 are available in the Transportation Department.

33 **28.5.1 – Definitions:**

34 a. **Classification:** Any employee employed in a classification in which they are

required to possess a class A or class B commercial driver's license. This definition shall apply to all such employees regardless of whether such employee is employed on a full-time, part-time or substitute basis, in the following classifications:

Bus Driver	Bus Driver/Mechanic
Driver Trainer	Delegated Driver Trainer/Bus Driver
Mechanic	Lead Mechanic
Senior Mechanic	Transportation Dispatcher
Skilled Worker/Equipment Operator-Transporter	

The term "employee" as used in this Section shall apply only to the job positions listed above.

b. Safety Sensitive Function: An employee is considered to be performing a safety sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform all driving related job functions. Driving related functions shall include waiting to be dispatched, dispatching, training, inspecting and servicing equipment, student supervision, performing or assisting in loading and unloading students, repairing or obtaining and waiting for help with a disabled vehicle;

c. Other Definitions: Definitions are listed for reference and shall not restrict or limit the District's ability to implement the law or this policy.

1. Aliquot: A portion of a specimen used for testing.

2. Breath Alcohol Technician (BAT): A person trained in the proficient operation of the EBT s/he is using and in the DOT alcohol testing procedures.

3. Blind Sample or Blind Performance Test Specimen: A urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from employee specimens, and which is spiked with known quantities of specific controlled substances or which is blank, containing no controlled substances.

4. Chain of Custody: Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an appropriate drug testing custody form be used from time of collection to receipt by the laboratory, and that upon receipt by the laboratory, an appropriate laboratory chain of custody form(s) account(s) for

the sample or sample aliquots within the laboratory.

5. Collection Container: A container into which the employee urinates to provide the urine sample used for a controlled substance test.

6. Collection Site: A place where employees present themselves for the purpose of either providing a specimen of their urine to be analyzed for the presence of controlled substances or providing a specimen of their breath to be analyzed for the presence of alcohol.

7. Collection Site Person: In controlled substance testing, a person who instructs and assists employees at a collection site and who receives and makes an initial examination of the urine specimen provided by those employees.

8. Confirmation (or confirmatory) Test: In controlled substance testing, a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines and phencyclidine.) In alcohol testing, a second test, following an initial test with a result of 0.02 or greater that provides quantitative data of alcohol concentration.

9. DHHS: The Department of Health and Human Services or any designee of the Secretary of the Department of Health and Human Services.

10. Evidential Breath Testing Device (EBT): An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices".

11. Initial (or screening) Test: In controlled substance testing, an immunoassay screen to eliminate "negative" urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.

12. Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by an employer's drug and alcohol testing program who has knowledge of substance abuse and alcohol

misuse disorders and has appropriate medical training to interpret and evaluate an employee's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

13. Shipping Container: A container capable of being secured with a tamper-proof seal that is used for the transfer of one (1) or more specimen bottle(s) and associated documentation from the collection site to the laboratory.

14. Specimen Bottle: The bottle which, after being labeled and sealed according to the procedures set forth in Title 49 of the Code of Federal Regulations, Part 40, is used to transmit a urine sample to the laboratory.

28.5.2 - Notifications

a. The District shall provide all employees in this class with educational materials that explain the requirements of Title 49 of Code of Federal Regulations, Part 382 and this Agreement with respect to meeting the requirements of these regulations.

b. The District shall also provide this information to any and all affected employee organizations. This information shall include the following:

1. The person or persons designated by the District to answer employee questions about this Agreement.
2. A listing of all classifications covered by this Agreement.
3. A statement as to what portion of the workday for each classification is covered under this Agreement.
4. Information as to what specific conduct is prohibited by law.
5. Information as to the required testing including post accident.
6. Information as to the process to be used for the required testing.
7. The requirement that an employee in this class submit to all tests required pursuant to this Agreement.
8. An explanation of what constitutes a refusal to submit to required testing.
9. Information as to the consequences to an employee in this class who violates the provisions of this Agreement.
10. Consequences for employees in this class who if found to have an alcohol concentration of 0.02 or greater or less than 0.04.
11. Information relating to the effects of alcohol and controlled

1 substance use on an individual's health, work, and personal life; signs
2 and symptoms of an alcohol or controlled substance problem; and
3 available methods of intervening when an alcohol or a controlled
4 substance problem is suspected, including confrontation, referral to any
5 employee assistance program and/or referral to the District.

6 c. Each employee in this class shall sign a statement certifying that s/he
7 has received a copy of these materials.

8 **28.5.3 - Prohibited Conduct**

9 a. **Alcohol Use:**

10 1. No employee in this class shall report to work or remain at work while
11 having an alcohol concentration of 0.04 or greater. If the District has actual
12 knowledge that a driver has an alcohol concentration of 0.04 or greater,
13 such employee will not be permitted to perform or continue to perform
14 safety sensitive functions.

15 2. No employee in this class shall report for duty or remain on duty while
16 under the influence of or impaired by alcohol as shown by behavioral,
17 speech, and performance indicators of alcohol misuse. The District shall
18 not knowingly permit an employee in this class under the influence of or
19 impaired by alcohol to perform his/her job duties until the employee in this
20 class has been tested for alcohol and such test shows an alcohol
21 concentration of less than 0.02 or at least twenty-four (24) hours have
22 elapsed from the time the District reached a determination that the
23 employee in this class was under the influence of or impaired by alcohol.

24 3. No employee in this class shall possess alcohol while on duty. If the
25 District has actual knowledge that an employee in this class is in
26 possession of alcohol while on duty, the District will not permit the
27 employee to perform or continue to perform his/her job duties.

28 4. No employee in this class shall use alcohol while performing safety
29 sensitive functions. If the District has actual knowledge that an employee
30 is using alcohol while on duty, the District will not permit the employee to
31 perform or continue to perform his/her job duties.

32 5. No employee in this class shall perform safety-sensitive functions
33 within four (4) hours after using alcohol. If the District has actual
34 knowledge that an employee in this class has consumed alcohol within

- 1 four (4) hours prior to performing any safety-sensitive function, the District
2 will not permit the employee in this class to perform or continue to perform
3 his/her job duties.
- 4 **6.** No employee in this class who is tested for alcohol and found to have
5 an alcohol concentration of 0.02 or greater but less than 0.04, shall be
6 permitted to perform any of his/her job duties for at least twenty-four (24)
7 hours from the time the test is confirmed positive.
- 8 **7.** No employee in this class who is tested for alcohol and found to have
9 an alcohol concentration of 0.04 or greater shall be permitted to perform
10 any of his/her job duties until they have passed a return to duty test. At
11 no time will re-testing be conducted less than twenty-four (24) hours
12 apart.
- 13 **8.** No employee in this class who has been required to take a post-accident
14 alcohol test, as set forth below, shall use alcohol for eight (8) hours
15 following the accident or until s/he has completed the required alcohol test,
16 whichever occurs first.
- 17 **9.** No employee in this class shall refuse to submit to an alcohol test as
18 required under this Agreement.
- 19 **10.** Any employee in this class who violates any part of this Agreement
20 may be subject to disciplinary action in accordance with Article 17 of the
21 collective bargaining agreement and/or applicable law.
- 22 **b. Controlled Substance (Drug) Use:**
- 23 **1.** No employee in this class shall report for duty or remain on duty when
24 the employee in this class uses any controlled substance, except when
25 the use of such controlled substance is pursuant to the instructions of a
26 physician who has advised the employee in this class that the substance
27 does not adversely affect the employee's ability to safely operate a
28 commercial motor vehicle.
- 29 **2.** If the District has actual knowledge that an employee in this class has
30 used a controlled substance, the District will not permit such employee to
31 perform his/her job duties.
- 32 **3.** No employee in this class who tests positive for a controlled
33 substance(s) shall perform his/her job duties. If the District has actual
34 knowledge that an employee has tested positive for a controlled

1 substance, the District will not permit such employee to perform safety-
2 sensitive functions. (Section 16.13.8[b])

3 4. No employee in this class shall refuse to submit to a controlled
4 substance test as required under this Agreement.

5 5. Any employee in this class who violates any portion of this Agreement
6 may be subject to discipline, up to and including dismissal. Disciplinary
7 action for violation of this Agreement shall be implemented in accordance
8 with Article 17 of the collective bargaining agreement and/or applicable
9 law.

10 **28.5.4 - Required Alcohol and Controlled Substance Testing:**

11 a. All testing required by this Agreement shall be performed by appropriately
12 certified laboratories and in compliance with Title 49 of the Code of Federal
13 Regulations, Part 40 et seq.

14 b. Before performing an alcohol or controlled substance test, as set forth
15 below, the District shall notify an employee in this class that the alcohol
16 and/or controlled substance test is required pursuant to Title 49 of the Code
17 of Federal Regulations, Part 382 et seq. Methods to be used shall be breath
18 testing for alcohol and urine testing for drugs.

19 1. **Pre-Employment Testing:** An applicant for any classification that
20 constitutes an employee in this class as defined above, shall be tested for
21 alcohol and controlled substances. Such testing will not be conducted until
22 after the individual has been offered employment. Such testing shall be
23 carried out in compliance with applicable provisions of the California Fair
24 Employment and Housing Act and the Americans with Disabilities Act.
25 Any District employee in this class who also works in a different class and
26 tests positive for alcohol and/or a controlled substance as a result of a pre-
27 employment test, may be disciplined or discharged pursuant to District
28 policy, Article 17 of the collective bargaining agreement and/or applicable
29 law.

30 2. **Post-accident Testing:** Any employee in this class involved in an
31 accident resulting in the loss of human life or resulting in the employee
32 receiving a citation under State or Local law for a moving traffic violation
33 arising from the accident, shall be tested for alcohol and controlled
34 substances. In no way does this Section limit the responsibilities of the

District as stated in Section 16.13.4(d) of this Agreement.

a. Alcohol Test: Post-accident alcohol testing should be conducted within two (2) hours of the accident. No test shall be given if the test is not administered within eight (8) hours from the time of the accident. If an alcohol test is not administered as specified, the District shall prepare a file record indicating the reason(s) why the test was not administered within the required time period for such testing.

b. Controlled Substances: Post-accident controlled substance testing shall be conducted within thirty-two (32) hours following the accident. If the test is not administered within thirty-two (32) hours from the time of the accident, no controlled substance test shall be administered to the employee. If a controlled substance test is not administered within the prescribed period of time, the District shall prepare a file record indicating the reason(s) why the test was not administered within the required period of time for such testing.

3. Any employee in this class who is subject to post-accident testing shall remain readily available for such testing, or shall be deemed to have refused to submit to such testing, unless s/he is in need of immediate medical attention, which prevents appropriate testing.

4. No employee in this class who is subject to post-accident testing shall use alcohol for eight (8) hours following the accident, or until s/he undergoes a post-accident alcohol test, whichever occurs first.

5. Any alcohol or controlled substance test administered following an accident conducted by Federal, State or Local officials (e.g., Highway Patrol or local police/sheriff department) will fulfill the testing requirements for post-accident testing if the District obtains the results of such testing.

c. Random Testing:

1. All employees in this class shall be subject to random alcohol and controlled substance testing throughout the employee's work year;

2. A minimum of twenty-five percent (25%) of all employees in this class shall be tested for alcohol annually.

3. A minimum of fifty percent (50%) of all employees in this class shall be tested for controlled substances annually.

4. The employees in this class will be tested on a randomly determined

1 test date utilizing a valid scientific method of random selection (e.g.
2 using a computer based random number generator, employees could
3 be selected by assigning each employee a number; such as an
4 employee identification number or social security number). Under the
5 selection procedure used, each employee in this class shall have an
6 equal chance of being tested each time selections are made.

7 **5.** Any employee in this class selected for alcohol and/or controlled
8 substance testing shall immediately report to the test site. However, if the
9 employee in this class is performing a safety sensitive function, the
10 District shall ensure that the employee in this class ceases such function
11 and proceeds to the test site.

12 **6.** All testing for alcohol shall be administered during the employee's
13 work shift, just before the beginning of the employee's work shift, or at
14 the end of the employee's work shift.

15 **d. Reasonable Suspicion Testing:**

16 **1.** Whenever a supervisor or District official, who has been trained in
17 accordance with the law, has a reasonable suspicion that an employee
18 in this class is in violation of the prohibitions set forth in this Agreement,
19 the employee in this class shall be required to submit to an alcohol
20 and/or controlled substance test. Such reasonable suspicion must be
21 based on the supervisor or District official's specific, contemporaneous,
22 articulable observations concerning the employee's appearance,
23 behavior, speech or body odors made just prior to the beginning of the
24 employee's work shift, during the employee's work shift, or at the end of
25 the employee's work shift.

26 **2.** All alcohol tests should be conducted within two (2) hours from the
27 time a reasonable suspicion finding is made. In no event shall such
28 alcohol testing be conducted after eight (8) hours from the time a
29 reasonable suspicion finding is made. In the event that such an alcohol
30 test is not administered within two (2) hours or within eight (8) hours, the
31 District shall prepare a file record indicating the reason(s) why the
32 testing was not promptly administered.

33 **3.** After making a determination that there is a reasonable suspicion that
34 an employee in this class may be in violation of this Agreement, the

1 supervisor or District official who made the determination shall prepare
2 a written report setting forth the observations made which led to the
3 reasonable suspicion. This report must be prepared within twenty-four
4 (24) hours from the time of the observations or before test results are
5 released, whichever is available first.

6 **e. Return To Duty Testing:**

7 1. An alcohol and/or controlled substance test shall be administered to
8 an employee in this class found to be in violation of this Agreement, prior
9 to the employee returning to work.

10 2. An employee in this class whose conduct involves violations of the
11 alcohol provisions of this Agreement shall not be permitted to return to
12 duty until s/he submits to an alcohol test and such test result shows an
13 alcohol concentration of less than 0.02. (Section 16.13.3(a-7)).

14 3. An employee in this class whose conduct involves violations of the
15 controlled substance provisions of this Agreement shall not be permitted
16 to return to duty until s/he submits to a controlled substance test and
17 such test result is a negative result for controlled substance use.

18 **f. Follow-Up Testing:**

19 1. An employee in this class who violates the provisions of this
20 Agreement and is subsequently identified by a substance abuse
21 professional as needing assistance in resolving problems associated
22 with alcohol misuse and/or use of controlled substances, shall be
23 subject to unannounced alcohol and/or controlled substance testing.
24 Such testing shall be conducted as directed by a substance abuse
25 professional only when the employee is on duty in a safety sensitive
26 function, just before the beginning of the employee's work shift, or at the
27 end of the employee's work shift.

28 **28.5.5 - Records**

29 **a.** The District shall maintain all records as required pursuant to Title 49 of
30 the Code of Federal Regulations, part 382.401.

31 **b.** Except as required by law, the District shall not release information relating
32 to alcohol and controlled substance testing performed in accordance with this
33 Agreement or any records kept as required by law.

34 **c.** An employee in this class is entitled, upon written request to the District,

1 to obtain copies of any records pertaining to the employee's use of alcohol or
2 controlled substances, as well as any records pertaining to his or her alcohol
3 or controlled substance tests.

4 d. The District shall make an employee's record available to a subsequent
5 employer only upon the receipt of a written request from the employee and
6 only to the extent expressly authorized by the terms of the employee's
7 request.

8 **28.5.6 - Training for Supervisors** - The District shall ensure that each supervisor
9 or other appropriate District official responsible for determining whether reasonable
10 suspicion exists to require an employee to undergo testing shall receive at least
11 sixty (60) minutes of training on the misuse of alcohol and at least sixty (60) minutes
12 of training on the misuse of controlled substances.

13 **28.5.7 - Employee Referrals**

14 a. Any employee in this class who violates any portion of this Agreement may
15 be subject to discipline, up to and including dismissal. Disciplinary action for
16 violation of this Agreement shall be implemented in accordance with Article
17 17 of the collective bargaining agreement and/or applicable law.

18 b. The District shall advise employees in this class of the resources
19 available to the employees in evaluating and resolving problems associated
20 with the misuse of alcohol and the use of controlled substances.

21 c. Any employee in this class who violates the prohibitions set forth in this
22 Agreement shall, as a condition to return to duty, be evaluated by a
23 substance abuse professional who shall determine what assistance, if any,
24 the employee needs in resolving problems associated with alcohol misuse
25 or controlled substance use. Such substance abuse professional shall not
26 be affiliated with the District. The employee shall be responsible for any
27 cost associated with such professional assistance. This provision shall in
28 no way interfere with the District's authority to discipline employees found
29 to be in violation of this Agreement. Lost time due to an employee's
30 participation in an alcohol/ control substance rehabilitation program shall
31 qualify as sick leave under the collective bargaining agreement.

32 **28.5.8 - Positive Test**

33 a. A positive test for alcohol must be a confirmation test by an evidential
34 breath testing device capable of printout and sequential numbering and must

- 1 show an alcohol concentration of 0.02 grams of alcohol per 210 liters of
2 breath or greater. Such a test is positive even if that concentration is caused
3 by prescribed medication.
- 4 **b.** A positive test for controlled substances must be a confirmation test by
5 gas chromatography/mass spectrometry techniques (GC/MS) and must
6 show one (1) of the following levels, which are for reference only and in
7 accordance with the law.
- 8 150 ng/ml (nanograms per milliliter) of cocaine metabolite;
9 15 ng/ml of marijuana metabolite;
10 300 ng/ml of either morphine or codeine;
11 500 ng/ml of amphetamine or methamphetamine; or
12 25 ng/ml of phencyclidine;
- 13 And, the medical review officer must conclude that there is no legitimate
14 explanation, such as prescribed medication, for the result.
- 15 **c.** No positive test for controlled substances shall be reported to the District
16 until after:
- 17 1. The medical review officer has contacted the employee directly, on
18 a confidential basis, and given the employee an opportunity to discuss
19 the test results and the employee's medical history, including
20 medication, in confidence.
- 21 2. The medical review officer has given the employee notice that s/he
22 has seventy-two (72) hours in which to request that the remainder of
23 the split sample be tested by a different forensic laboratory, certified by
24 the Department of Health and Human Services.
- 25 3. If the employee requests the split sample be tested and the results
26 are negative, this shall constitute a negative test and the employee
27 shall be reinstated to full pay status as of the date of the original
28 positive test.
- 29 **d.** If the medical review officer concludes that there is a legitimate explanation
30 for the positive test, such as prescription or over-the-counter medication or a
31 negative result in the test of the remainder of the split sample, the medical
32 review officer must report the test to the District as a negative test.
- 33 **e.** The medical review officer shall be a licensed physician with special
34 training in substance abuse disorders, the medical use of prescription drugs

1 and the pharmacology and toxicology of alcohol and controlled substances.
2 The medical review officer shall not be an employee of the District.
3 **f.** The cut-off levels in this Section are those required by FHWA regulation.
4 They will be automatically adjusted to be consistent with changes, if any, in
5 the levels specified by those regulations. (See Title 49 of the Code of
6 Federal Regulations, Section 40-29, subdivision [f]).

7 **28.5.9 - Miscellaneous**

- 8 **a.** Employees in this class shall receive their regular pay for time required to
9 take the tests specified in this Agreement. All costs for collection and testing
10 of specimens as outlined in this Agreement shall be borne by the District.
11 **b.** The parties agree to treat all test results as confidential records.
12 **c.** The employees in this class shall have all rights deemed in accordance
13 with the collective bargaining agreement and/or law.

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