

1 **ARTICLE 28 – TRANSPORTATION EMPLOYEES**

2 **28.1 Transportation Hours** – Unit Members will be paid based upon bid time each
3 regular school year.

4 **28.2 Bus Driver Hours**

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

11 **28.2.2 - Pre Trip Bus Inspection and “Sweep Time” (Interior Cleaning)** - Unit
12 members will be provided adequate on-duty time each morning to perform a pre-
13 trip bus inspection. They will also be provided adequate on-duty “sweep time” at
14 some point during their workday as indicated below:

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

19 **28.2.3 - General Bus Cleaning** - Unit members shall use their on-duty “layover”
20 (non-driving) time between school runs and field trips to perform needed bus
21 cleaning. Subject to pre-approval and inspection, unit members may submit a “Bus
22 Cleaning Request Form” at anytime their bus needs additional cleaning that cannot
23 be completed during their “sweep” and/or “layover” time.

24 **28.3 - Assigning of Bus Routes** - The District shall determine the routes, bus and driver
25 assignments to maintain the efficiency of the District’s operations. Regardless of any other
26 provisions in this Section, the District shall retain the right to assign any bus or route to any
27 unit member. All bus routes are subject to change throughout the year.

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

33 Unit members may bid on a route or a combination of routes made available by the District,
34 not to exceed seven (7) hours and forty-five (45) minutes per day. Other assignments may

1 be added to the route(s) such as fueling, new assignments, returning students, etc., that
2 may require a unit member to work up to eight (8) hours per day. However, the District will
3 reassign any route assignment(s) that cause a unit member to exceed eight (8) hours per
4 day.
5 Unit members who bid on route(s) that decrease by more than 2.5 hours per week because
6 of class closings or a permanent reduction in the student count, will be offered other
7 assignments so the affected unit member's weekly average is maintained within 2.5 hours
8 of their original weekly bid. This may require the District to offer the affected unit member
9 short notice/extra work assignments and/or field trips out of rotation and before any other
10 unit member. It may also require the unit member to drive a bus with a different capacity.
11 In the event the District cannot provide the affected unit member weekly assignments within
12 2.5 hours of their original weekly bid, the unit member will have additional runs or routes
13 added to their assignment from the least senior unit member. If the assignments of the
14 least senior unit member do not fit in with the affected unit member's current assignment(s),
15 or if the change would cause the least senior unit member's assignment to go below four
16 (4) hours per day, it may require the affected unit member to change buses/routes or it may
17 require the District to go to the next least senior unit member(s), and so on, until additional
18 runs or routes from one (1) or more of the least senior unit members are determined to fit
19 in with the affected unit member's assignment(s). The affected unit members may also
20 request not to have new assignments added as indicated above and continue with fewer
21 hours on their existing assignment(s).

22 **28.4 – Additional Assignments**

23 **28.4.1 - Assigning of Field Trips** - The District shall assign field trips to unit members
24 to maintain the efficiency of the District's operation using the guidelines set forth in
25 this Article. Regardless of any other provisions in this Section, the District shall
26 retain the right to assign any field trip or extra assignment on the same basis and
27 for the same reasons as it has in the past.

28 **28.4.1.1 - Notice** - The Field Trip Assignment Log will be posted each Thursday
29 or sooner for the following week's trip assignments. Unit members shall be
30 required to cover any field trip assigned to them on the log. It is the responsibility
31 of each unit member to check the log for his or her assignment(s). Unit members
32 will be notified via their mailbox of any changes or additions to the "current"
33 week's Field Trip Assignment Log. Except for emergency situations,
34 unanticipated trips that are assigned with less than twenty-four (24) hours notice

may be declined (or weekend trips with less than 48 hours notice may also be declined). If an assigned trip poses a hardship, a unit member may request a trip reassignment, subject to coverage availability and the Transportation Department's approval. Insofar as practicable, at least three (3) unit members will be offered the declined trip and/or reassignment request prior to a Substitute Bus Driver receiving the assignment(s).

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

28.4.3 - Night and Weekend Trips - All unit members shall be required to cover night (returning after 8 p.m.) and weekend trips. The Transportation Department will maintain a count of the number of trips each unit member completes. These assignments will be rotated among all unit members. The actual number of assignments per unit member will vary and depend on the number of trips requested by schools.

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

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

Unit members who are approved to remain at the site will have one of the following two options: 1) will be paid for the time they would have traveled; 2) shall spend their standby time at the field trip location cleaning their bus and will be paid for the time that has been approved at the regular or overtime rate as appropriate. The

1 unit member's bus shall be subject to inspection upon return to the Transportation
2 Yard.

3 **28.4.5 - Mountain Trips** – The Transportation Department will maintain a count of
4 the number of mountain trips each unit member completes. These trips will be
5 rotated among qualified unit members. The actual number of assignments per unit
6 member will vary and depend on the number of trips requested by schools.

7 **28.4.6** – For the purpose of this section, the District shall post and maintain three
8 separate extra duty lists: 1) a weekday extra assignment list; 2) a weekend
9 assignment list; and 3) a mountain driving list for those who qualify.

10 **28.5 Drug and Alcohol Testing for Transportation Employees** - This Section is
11 adopted to implement the drug and alcohol testing requirements of the Omnibus
12 Transportation Employee Testing Act of 1991. It is the intent of both parties, the District
13 and CSEA, to comply with all Federal Regulations connected with this act.
14 Effective January 1, 2020, all Transportation Employees shall register with the Federal
15 Motor Carrier Administration Drug and Alcohol Clearinghouse. Necessary consent forms
16 are available in the Transportation Department.

17 **28.5.1 – Definitions:**

18 a. **Classification:** Any employee employed in a classification in which they are
19 required to possess a class A or class B commercial driver's license. This definition
20 shall apply to all such employees regardless of whether such employee is employed
21 on a full-time, part-time or substitute basis, in the following classifications:

22	Bus Driver	Bus Driver/Mechanic
23	Driver Trainer	Delegated Driver Trainer/Bus Driver
24	Mechanic	Lead Mechanic
25	Senior Mechanic	Transportation Dispatcher
26	Skilled Worker/Equipment Operator-Transporter	

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

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

1 help with a disabled vehicle;

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

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

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

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

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

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

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

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

30 8. Confirmation (or confirmatory) Test: In controlled substance testing, a
31 second analytical procedure to identify the presence of a specific drug or
32 metabolite which is independent of the initial test and which uses a different
33 technique and chemical principle from that of the initial test in order to
34 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 substance use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem; and available methods of intervening when an alcohol or a controlled substance problem is suspected, including confrontation, referral to any employee assistance program and/or referral to the District.
- c. Each employee in this class shall sign a statement certifying that s/he has received a copy of these materials.

28.5.3 - Prohibited Conduct

a. Alcohol Use:

1. No employee in this class shall report to work or remain at work while having an alcohol concentration of 0.04 or greater. If the District has actual knowledge that a driver has an alcohol concentration of 0.04 or greater, such employee will not be permitted to perform or continue to perform safety sensitive functions.
2. No employee in this class shall report for duty or remain on duty while under the influence of or impaired by alcohol as shown by behavioral,

1 speech, and performance indicators of alcohol misuse. The District shall
2 not knowingly permit an employee in this class under the influence of or
3 impaired by alcohol to perform his/her job duties until the employee in this
4 class has been tested for alcohol and such test shows an alcohol
5 concentration of less than 0.02 or at least twenty-four (24) hours have
6 elapsed from the time the District reached a determination that the
7 employee in this class was under the influence of or impaired by alcohol.

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

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

16 **5.** No employee in this class shall perform safety-sensitive functions
17 within four (4) hours after using alcohol. If the District has actual
18 knowledge that an employee in this class has consumed alcohol within
19 four (4) hours prior to performing any safety-sensitive function, the District
20 will not permit the employee in this class to perform or continue to perform
21 his/her job duties.

22 **6.** No employee in this class who is tested for alcohol and found to have
23 an alcohol concentration of 0.02 or greater but less than 0.04, shall be
24 permitted to perform any of his/her job duties for at least twenty-four (24)
25 hours from the time the test is confirmed positive.

26 **7.** No employee in this class who is tested for alcohol and found to have
27 an alcohol concentration of 0.04 or greater shall be permitted to perform
28 any of his/her job duties until they have passed a return to duty test. At
29 no time will re-testing be conducted less than twenty-four (24) hours
30 apart.

31 **8.** No employee in this class who has been required to take a post-accident
32 alcohol test, as set forth below, shall use alcohol for eight (8) hours
33 following the accident or until s/he has completed the required alcohol test,
34 whichever occurs first.

1 **9.** No employee in this class shall refuse to submit to an alcohol test as
2 required under this Agreement.

3 **10.** Any employee in this class who violates any part of this Agreement
4 may be subject to disciplinary action in accordance with Article 17 of the
5 collective bargaining agreement and/or applicable law.

6 **b. Controlled Substance (Drug) Use:**

7 **1.** No employee in this class shall report for duty or remain on duty when
8 the employee in this class uses any controlled substance, except when
9 the use of such controlled substance is pursuant to the instructions of a
10 physician who has advised the employee in this class that the substance
11 does not adversely affect the employee's ability to safely operate a
12 commercial motor vehicle.

13 **2.** If the District has actual knowledge that an employee in this class has
14 used a controlled substance, the District will not permit such employee to
15 perform his/her job duties.

16 **3.** No employee in this class who tests positive for a controlled
17 substance(s) shall perform his/her job duties. If the District has actual
18 knowledge that an employee has tested positive for a controlled
19 substance, the District will not permit such employee to perform safety-
20 sensitive functions. (Section 16.13.8[b])

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

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

28 **28.5.4 - Required Alcohol and Controlled Substance Testing:**

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

32 **b.** Before performing an alcohol or controlled substance test, as set forth
33 below, the District shall notify an employee in this class that the alcohol
34 and/or controlled substance test is required pursuant to Title 49 of the Code

1 of Federal Regulations, Part 382 et seq. Methods to be used shall be breath
2 testing for alcohol and urine testing for drugs.

3 **1. Pre-Employment Testing:** An applicant for any classification that
4 constitutes an employee in this class as defined above, shall be tested for
5 alcohol and controlled substances. Such testing will not be conducted until
6 after the individual has been offered employment. Such testing shall be
7 carried out in compliance with applicable provisions of the California Fair
8 Employment and Housing Act and the Americans with Disabilities Act.
9 Any District employee in this class who also works in a different class and
10 tests positive for alcohol and/or a controlled substance as a result of a pre-
11 employment test, may be disciplined or discharged pursuant to District
12 policy, Article 17 of the collective bargaining agreement and/or applicable
13 law.

14 **2. Post-accident Testing:** Any employee in this class involved in an
15 accident resulting in the loss of human life or resulting in the employee
16 receiving a citation under State or Local law for a moving traffic violation
17 arising from the accident, shall be tested for alcohol and controlled
18 substances. In no way does this Section limit the responsibilities of the
19 District as stated in Section 16.13.4(d) of this Agreement.

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

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

34 **3.** Any employee in this class who is subject to post-accident testing shall

1 remain readily available for such testing, or shall be deemed to have
2 refused to submit to such testing, unless s/he is in need of immediate
3 medical attention, which prevents appropriate testing.

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

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

11 **c. Random Testing:**

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

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

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

18 **4.** The employees in this class will be tested on a randomly determined
19 test date utilizing a valid scientific method of random selection (e.g.
20 using a computer based random number generator, employees could
21 be selected by assigning each employee a number; such as an
22 employee identification number or social security number). Under the
23 selection procedure used, each employee in this class shall have an
24 equal chance of being tested each time selections are made.

25 **5.** Any employee in this class selected for alcohol and/or controlled
26 substance testing shall immediately report to the test site. However, if the
27 employee in this class is performing a safety sensitive function, the
28 District shall ensure that the employee in this class ceases such function
29 and proceeds to the test site.

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

33 **d. Reasonable Suspicion Testing:**

34 **1.** Whenever a supervisor or District official, who has been trained in

1 accordance with the law, has a reasonable suspicion that an employee
2 in this class is in violation of the prohibitions set forth in this Agreement,
3 the employee in this class shall be required to submit to an alcohol
4 and/or controlled substance test. Such reasonable suspicion must be
5 based on the supervisor or District official's specific, contemporaneous,
6 articulable observations concerning the employee's appearance,
7 behavior, speech or body odors made just prior to the beginning of the
8 employee's work shift, during the employee's work shift, or at the end of
9 the employee's work shift.

10 **2.** All alcohol tests should be conducted within two (2) hours from the
11 time a reasonable suspicion finding is made. In no event shall such
12 alcohol testing be conducted after eight (8) hours from the time a
13 reasonable suspicion finding is made. In the event that such an alcohol
14 test is not administered within two (2) hours or within eight (8) hours, the
15 District shall prepare a file record indicating the reason(s) why the
16 testing was not promptly administered.

17 **3.** After making a determination that there is a reasonable suspicion that
18 an employee in this class may be in violation of this Agreement, the
19 supervisor or District official who made the determination shall prepare
20 a written report setting forth the observations made which led to the
21 reasonable suspicion. This report must be prepared within twenty-four
22 (24) hours from the time of the observations or before test results are
23 released, whichever is available first.

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

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

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

32 **3.** An employee in this class whose conduct involves violations of the
33 controlled substance provisions of this Agreement shall not be permitted
34 to return to duty until s/he submits to a controlled substance test and

- 1 such test result is a negative result for controlled substance use.
- 2 **f. Follow-Up Testing:**
- 3 1. An employee in this class who violates the provisions of this
- 4 Agreement and is subsequently identified by a substance abuse
- 5 professional as needing assistance in resolving problems associated
- 6 with alcohol misuse and/or use of controlled substances, shall be
- 7 subject to unannounced alcohol and/or controlled substance testing.
- 8 Such testing shall be conducted as directed by a substance abuse
- 9 professional only when the employee is on duty in a safety sensitive
- 10 function, just before the beginning of the employee's work shift, or at the
- 11 end of the employee's work shift.

12 **28.5.5 - Records**

- 13 **a.** The District shall maintain all records as required pursuant to Title 49 of
- 14 the Code of Federal Regulations, part 382.401.
- 15 **b.** Except as required by law, the District shall not release information relating
- 16 to alcohol and controlled substance testing performed in accordance with this
- 17 Agreement or any records kept as required by law.
- 18 **c.** An employee in this class is entitled, upon written request to the District,
- 19 to obtain copies of any records pertaining to the employee's use of alcohol or
- 20 controlled substances, as well as any records pertaining to his or her alcohol
- 21 or controlled substance tests.
- 22 **d.** The District shall make an employee's record available to a subsequent
- 23 employer only upon the receipt of a written request from the employee and
- 24 only to the extent expressly authorized by the terms of the employee's
- 25 request.

26 **28.5.6 - Training for Supervisors** - The District shall ensure that each supervisor or

27 other appropriate District official responsible for determining whether reasonable

28 suspicion exists to require an employee to undergo testing shall receive at least

29 sixty (60) minutes of training on the misuse of alcohol and at least sixty (60) minutes

30 of training on the misuse of controlled substances.

31 **28.5.7 - Employee Referrals**

- 32 **a.** Any employee in this class who violates any portion of this Agreement may
- 33 be subject to discipline, up to and including dismissal. Disciplinary action for
- 34 violation of this Agreement shall be implemented in accordance with Article

17 of the collective bargaining agreement and/or applicable law.

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

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

28.5.8 - Positive Test

a. A positive test for alcohol must be a confirmation test by an evidential breath testing device capable of printout and sequential numbering and must show an alcohol concentration of 0.02 grams of alcohol per 210 liters of breath or greater. Such a test is positive even if that concentration is caused by prescribed medication.

b. A positive test for controlled substances must be a confirmation test by gas chromatography/mass spectrometry techniques (GC/MS) and must show one (1) of the following levels, which are for reference only and in accordance with the law.

150 ng/ml (nanograms per milliliter) of cocaine metabolite;

15 ng/ml of marijuana metabolite;

300 ng/ml of either morphine or codeine;

500 ng/ml of amphetamine or methamphetamine; or

25 ng/ml of phencyclidine;

And, the medical review officer must conclude that there is no legitimate explanation, such as prescribed medication, for the result.

c. No positive test for controlled substances shall be reported to the District until after:

- 1 1. The medical review officer has contacted the employee directly, on
2 a confidential basis, and given the employee an opportunity to discuss
3 the test results and the employee's medical history, including
4 medication, in confidence.
- 5 2. The medical review officer has given the employee notice that s/he
6 has seventy-two (72) hours in which to request that the remainder of
7 the split sample be tested by a different forensic laboratory, certified by
8 the Department of Health and Human Services.
- 9 3. If the employee requests the split sample be tested and the results
10 are negative, this shall constitute a negative test and the employee
11 shall be reinstated to full pay status as of the date of the original
12 positive test.
- 13 d. If the medical review officer concludes that there is a legitimate explanation
14 for the positive test, such as prescription or over-the-counter medication or a
15 negative result in the test of the remainder of the split sample, the medical
16 review officer must report the test to the District as a negative test.
- 17 e. The medical review officer shall be a licensed physician with special
18 training in substance abuse disorders, the medical use of prescription drugs
19 and the pharmacology and toxicology of alcohol and controlled substances.
20 The medical review officer shall not be an employee of the District.
- 21 f. The cut-off levels in this Section are those required by FHWA regulation.
22 They will be automatically adjusted to be consistent with changes, if any, in
23 the levels specified by those regulations. (See Title 49 of the Code of
24 Federal Regulations, Section 40-29, subdivision [f]).
- 25 **28.5.9 - Miscellaneous**
- 26 a. Employees in this class shall receive their regular pay for time required to
27 take the tests specified in this Agreement. All costs for collection and testing
28 of specimens as outlined in this Agreement shall be borne by the District.
- 29 b. The parties agree to treat all test results as confidential records.
- 30 c. The employees in this class shall have all rights deemed in accordance
31 with the collective bargaining agreement and/or law.
- 32 //
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- 34 //