

1 **ARTICLE 16 - SAFETY CONDITIONS**

2 **16.1** Bargaining unit members shall not be required to work in unsafe conditions or to
3 perform tasks that endanger their health.

4 **16.2** Unit members who are attacked, physically assaulted, or menaced by any person in
5 the course of their employment shall report the incident to their immediate supervisor, the
6 local police, and the District Human Resources Office. The District and the unit member(s)
7 involved shall share any information relating to the incident.

8 **16.3** Unit members may, when necessary, use reasonable physical control in performance
9 of duties in the interest of self-defense or to protect others.

10 **16.4** Unit members will be responsible for wearing or utilizing all appropriate safety
11 apparel or devices that are provided by the District and following all District safety directives
12 and safety and health codes that apply to public schools. Failure to comply may result in
13 filing of a District Safety Violation form and may result in disciplinary action.

14 **16.5** Unit members may refuse to perform a duty considered to be placing the unit
15 member in imminent danger of serious injury until there is a determination by the District. If
16 not satisfied with the determination by the District, the unit member may notify CAL-OSHA.
17 If it is determined that no justification for concern of imminent danger was present, the unit
18 member may be subject to disciplinary action in accordance with Article 17.

19 **16.6** The District shall follow the smog (ozone) chart set forth by the Southcoast Air
20 Quality Management District with the episode levels and recommended protective actions.
21 The current chart shall be available from the district office.

22 **16.7** The District shall comply with the provisions of the California Occupational Safety
23 and Health Act, as amended (California Labor Code 6300, et seq.) and regulations relating
24 thereto. (California Administrative Code Section 330, et seq.)

25 **16.8** The Association shall appoint one (1) representative to attend the District Safety
26 Committee established to implement the provisions of Labor Code 6401.7; i.e., SB 198
27 Injury and Illness prevention program. The District Safety Committee shall provide each
28 work site with a general procedures booklet. The District Safety Committee shall review
29 and answer all inquiries and/or recommendations of the Site Safety Committee.

30 **16.8.1** - All unit members are expected to comply with the Injury and Illness
31 Prevention Program Policy. Each unit member shall be provided a copy of said
32 policy.

33 **16.8.2** - Upon notification of an unsafe condition or hazard on a District form, the site
34 supervisor will investigate and report the findings and describe the measures taken

1 to correct the condition, when appropriate, to the District Risk/Safety Supervisor.
2 The District shall correct unsafe and unhealthy conditions and work practices in a
3 timely manner based on the severity of the hazard.

4 **16.8.3** - A unit member's failure to comply with safety rules, procedures and policies
5 may be cause for disciplinary action by the District.

6 **16.8.4** - With unit member participation, each site shall have a site safety committee,
7 which shall meet monthly and review "reports of unsafe condition or hazard",
8 employee injuries reported and incidents of student accident. The Site Safety
9 Committee shall review and enforce the site inspection program and report unique or
10 unaddressed site issues to the District Safety Committee.

11 a. Site Inspection Program - The site/department personnel will perform periodic
12 self-inspections of their classroom shop, office or other workplace. Forms for this
13 purpose will be provided by the Risk/Safety Department. Upon completion of the
14 inspection, a copy of the completed checklist will be submitted to the Risk/Safety
15 Department for review and presentation to the District Safety Committee;

16 b. The recommended schedule of inspections for each facility is as follows:

17	Buildings	Once a semester
18	Classrooms	Once a semester
19	Grounds	Monthly
20	Playgrounds	Daily (forms completed monthly)
21	Laboratories	Quarterly
22	School Shops	Quarterly
23	Home Economics	Quarterly
24	Gymnasiums	Quarterly
25	Bleachers	Quarterly and prior to each use
26	Athletic Fields	Daily (forms completed monthly)
27	Swimming Pool	Daily (forms completed monthly)
28	Auditoriums	Once a semester and prior to each use
29	Cafeterias	Monthly
30	M&O Shop	Monthly
31	Transportation	Daily (yearly by CHP)
32	Boiler Rooms	Annual by Insurance Carrier Quarterly by
33		M&O personnel

Motor Vehicles Daily by operator

16.9 The District is responsible for coordinating contact with outside agencies, maintenance of Emergency Procedures manuals, policy development and review, periodic training, equipment maintenance, coordination of emergency evaluation drills, maintenance of District and work site safety supplies and maintenance of work site safety devices.

16.9.1 - The District shall provide each site with First Aid kits containing first aid book and basic first aid supplies.

16.9.2 - With unit member participation, each site shall annually review, update and in-service all staff on the site emergency preparedness plan. A copy of the District and site emergency preparedness plan shall be available upon request of any unit member from the site principal or principal designee.

16.9.3 - Unit members shall remain on campus and participate fully as a “Disaster service worker” under Government Code, Chapter 8, Division IV, Title I in the event of an emergency or natural disaster until released pursuant to the District Disaster Preparedness Plan.

16.10 For unit members of designated positions whose health plan does not cover the cost of Hepatitis B injection, the District shall provide the injection at no cost. Any designated unit member beginning the injection series provided by the District and not completing it for other than medical reasons, will be charged for the medical cost incurred by the District. The following are designated positions as defined by the District’s exposure control plan:

- Campus Security
- Campus Supervisors
- Health Assistants
- Licensed Vocational Nurses
- Custodians
- District Maintenance staff assigned plumbing duties
- SH/SDC Aides
- All school site office staff members required to take care of minor first aid type injuries
- Infant Center staff
- Children’s Center staff
- Bus Drivers

16.11 The District shall attempt to keep all school grounds and facilities free of rodents,

1 pests and unwanted insects. If insecticides or poisons are used for this purpose, the District
2 shall make every attempt to apply them at times when unit members and students are not
3 present.

4 **16.12 Dress Code (Employee Dress Code Procedure)** - Unit members shall be
5 responsible for their own attire that is reasonable and appropriate for the type of work that
6 they are assigned. Their grooming and cleanliness shall set a positive image for fellow staff
7 members, students and the general public. The attire of unit members during times when
8 they are performing their assigned duties must be viewed in light of the following:

9 a. Dress should reflect the professional position of the unit member and must be
10 appropriate to the assignment of the unit member.

11 b. Unit members are role models for students. Their appearance and dress must set a
12 good example for students.

13 c. Clothing and/or accessories must not constitute safety hazards.

14 d. Appropriate and safe footwear must be worn.

15 e. Clothing must be neat, clean, and in a good state of repair.

16 **16.12.1** - It is understood that on days when special events or activities are taking place
17 at the work site, unit members may wear clothing befitting the special event or activity.
18 This includes wearing informal clothing for a unique assignment and wearing shorts
19 during hot weather that are no higher than three (3) inches above the knee.

20 **16.12.2** - Where a unit member needs a reasonable accommodation based upon
21 medical needs, physical disability, religion or ethnic/cultural requirements, such request
22 will be made to the immediate supervisor.

23 **16.12.3** - The District shall supply District designed clothing to campus security, campus
24 supervisors and transportation employees. District employees shall be required to wear
25 such clothing at all times when performing their assigned duties. Campus supervisors
26 and security, who will be provided with appropriate seasonal clothing, shall be required
27 to wear such clothing as the outer garment to be visible at all time when performing their
28 assigned duties.

29 **16.12.4** - The District will continue its practice of providing and maintaining shirts to unit
30 member classifications presently provided with District clothing.

31 **16.12.5** - The issuance of District supplied clothing for campus supervisors and
32 transportation employees shall not set a precedent for any other future requests for
33 District issued clothing.

34 **16.13 Drug and Alcohol Testing For Transportation Employees** - This Section is

1 adopted to implement the drug and alcohol testing requirements of the Omnibus
2 Transportation Employee Testing Act of 1991. It is the intent of both parties, the District and
3 CSEA, to comply with all Federal Regulations connected with this act.

4 **16.13.1 – Definitions:**

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

9 Bus Driver	Bus Driver/Mechanic
10 Driver Trainer	Delegated Driver Trainer/Bus Driver
11 Mechanic	Lead Mechanic
12 Senior Mechanic	Transportation Dispatcher
13 Skilled Worker/Equipment Operator-Transporter	

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

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

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

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

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

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

33 4. **Chain of Custody:** Procedures to account for the integrity of each urine
34 specimen by tracking its handling and storage from point of specimen

1 collection to final disposition of the specimen. These procedures shall require
2 that an appropriate drug testing custody form be used from time of collection
3 to receipt by the laboratory, and that upon receipt by the laboratory, an
4 appropriate laboratory chain of custody form(s) account(s) for the sample or
5 sample aliquots within the laboratory.

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

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

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

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

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

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

31 **11. Initial (or screening) Test:** In controlled substance testing, an
32 immunoassay screen to eliminate "negative" urine specimens from further
33 analysis. In alcohol testing, an analytic procedure to determine whether an
34 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.

16.13.2 - 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

1 alcohol concentration of 0.02 or greater or less than 0.04.

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

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

10 **16.13.3 - Prohibited Conduct**

11 **a. Alcohol Use:**

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

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

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

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

34 **5.** No employee in this class shall perform safety-sensitive functions within

1 four (4) hours after using alcohol. If the District has actual knowledge that
2 an employee in this class has consumed alcohol within four (4) hours prior
3 to performing any safety-sensitive function, the District will not permit the
4 employee in this class to perform or continue to perform his/her job duties.

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

9 **7.** No employee in this class who is tested for alcohol and found to have
10 an alcohol concentration of 0.04 or greater shall be permitted to perform
11 any of his/her job duties until they have passed a return to duty test. At no
12 time will re-testing be conducted less than twenty-four (24) hours 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 following
15 the accident or until s/he has completed the required alcohol test, whichever
16 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 the
25 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 substance,

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

3 **4.** No employee in this class shall refuse to submit to a controlled substance
4 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 law.

9 **16.13.4 - Required Alcohol and Controlled Substance Testing:**

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

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

18 **1. Pre-Employment Testing:** An applicant for any classification that
19 constitutes an employee in this class as defined above, shall be tested for
20 alcohol and controlled substances. Such testing will not be conducted until
21 after the individual has been offered employment. Such testing shall be
22 carried out in compliance with applicable provisions of the California Fair
23 Employment and Housing Act and the Americans with Disabilities Act.

24 Any District employee in this class who also works in a different class and
25 tests positive for alcohol and/or a controlled substance as a result of a pre-
26 employment test, may be disciplined or discharged pursuant to District
27 policy, Article 17 of the collective bargaining agreement and/or applicable
28 law.

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

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

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

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

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

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

26 **c. Random Testing:**

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

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

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

33 **4.** The employees in this class will be tested on a randomly determined
34 test date utilizing a valid scientific method of random selection (e.g. using

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

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

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

14 **d. Reasonable Suspicion Testing:**

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

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

32 **3.** After making a determination that there is a reasonable suspicion that
33 an employee in this class may be in violation of this Agreement, the
34 supervisor or District official who made the determination shall prepare a

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

5 e. Return To Duty Testing:

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

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

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

17 f. Follow-Up Testing:

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

27 **16.13.5 - Records**

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

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

33 c. An employee in this class is entitled, upon written request to the District, to
34 obtain copies of any records pertaining to the employee's use of alcohol or

1 controlled substances, as well as any records pertaining to his or her alcohol or
2 controlled substance tests.

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

7 **16.13.6 - Training for Supervisors** - The District shall ensure that each supervisor or
8 other appropriate District official responsible for determining whether reasonable
9 suspicion exists to require an employee to undergo testing shall receive at least sixty
10 (60) minutes of training on the misuse of alcohol and at least sixty (60) minutes of
11 training on the misuse of controlled substances.

12 **16.13.7 - Employee Referrals**

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

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

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

31 **16.13.8 - Positive Test**

32 a. A positive test for alcohol must be a confirmation test by an evidential
33 breath testing device capable of printout and sequential numbering and must
34 show an alcohol concentration of 0.02 grams of alcohol per 210 liters of breath

1 or greater. Such a test is positive even if that concentration is caused by
2 prescribed medication.

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

7 150 ng/ml (nanograms per milliliter) of cocaine metabolite;

8 15 ng/ml of marijuana metabolite;

9 300 ng/ml of either morphine or codeine;

10 500 ng/ml of amphetamine or methamphetamine; or

11 25 ng/ml of phencyclidine;

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

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

16 1. The medical review officer has contacted the employee directly, on a
17 confidential basis, and given the employee an opportunity to discuss the
18 test results and the employee's medical history, including medication, in
19 confidence.

20 2. The medical review officer has given the employee notice that s/he
21 has seventy-two (72) hours in which to request that the remainder of the
22 split sample be tested by a different forensic laboratory, certified by the
23 Department of Health and Human Services.

24 3. If the employee requests the split sample be tested and the results
25 are negative, this shall constitute a negative test and the employee
26 shall be reinstated to full pay status as of the date of the original
27 positive test.

28 **d.** If the medical review officer concludes that there is a legitimate explanation
29 for the positive test, such as prescription or over-the-counter medication or a
30 negative result in the test of the remainder of the split sample, the medical
31 review officer must report the test to the District as a negative test.

32 **e.** The medical review officer shall be a licensed physician with special training
33 in substance abuse disorders, the medical use of prescription drugs and the
34 pharmacology and toxicology of alcohol and controlled substances. The

1 medical review officer shall not be an employee of the District.

2 f. The cut-off levels in this Section are those required by FHWA regulation.
3 They will be automatically adjusted to be consistent with changes, if any, in
4 the levels specified by those regulations. (See Title 49 of the Code of Federal
5 Regulations, Section 40-29, subdivision [f]).

6 **16.13.9 - Miscellaneous**

7 a. Employees in this class shall receive their regular pay for time required to
8 take the tests specified in this Agreement. All costs for collection and testing of
9 specimens as outlined in this Agreement shall be borne by the District.

10 b. The parties agree to treat all test results as confidential records.

11 c. The employees in this class shall have all rights deemed in accordance
12 with the collective bargaining agreement and/or law.

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