



**EDMONDS SCHOOL DISTRICT NO. 15**  
**Human Resources Division**

September 2007	<b>DRUG AND ALCOHOL TESTING PROCEDURE</b>	III-L
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**PURPOSE**

The purpose of this procedure is to implement a drug and alcohol testing program pursuant to the United States Department of Transportation and Federal Highway Administration (FHWA) regulations, and District policy.

This procedure applies to employees who, as part of their job duties, operate commercial motor vehicles and are subject to commercial driver's license requirements.

**I. PROHIBITIONS**

The following alcohol and controlled substance-related activities are prohibited for employees who, as part of their job duties, operate commercial motor vehicles and are subject to commercial motor vehicles and are subject to commercial driver's license (CDL) requirements:

- A. Reporting for duty or remaining on duty to perform safety-sensitive functions while having an alcohol concentration in excess of the standards set by the FHWA.
- B. Being on duty or operating a vehicle while the driver possesses alcohol.
- C. Using alcohol while performing safety-sensitive functions.
- D. When required to take a post-accident alcohol test, using alcohol within eight hours following an accident or prior to undergoing a post-accident alcohol or controlled substance test, whichever occurs.
- E. Refusing to submit to an alcohol or controlled substance test required by post-accident, random, reasonable suspicion, return to duty, or follow-up testing requirements.
- F. Using alcohol, or being under the influence of alcohol within four hours of going on duty, operating or having physical control of a vehicle requiring a CDL to operate.
- G. Reporting for duty or remaining on duty when using any controlled substance, except when instructed by a physician who had advised the driver and the district that the substance does not adversely affect the driver's ability to safely operate a vehicle. Drivers are required to inform the district of any therapeutic drug use if the drug may result in a positive test of substance abuse.
- H. Reporting for duty, remaining on duty or driving if the driver tests positive for controlled substances.

## II. TESTING OBJECTIVES AND REQUIREMENTS

- A. For the purpose of this procedure, the following are subject to testing:
1. Marijuana
  2. Opiates
  3. Cocaine
  4. Methamphetamine
  5. Phencyclidine
  6. Alcohol
- B. The use of drugs which are lawfully obtained and properly used shall be permitted provided their use does not interfere with the individual's proper and safe work performance.
- C. Pre-employment drug and alcohol tests shall be conducted on applicants for positions covered by this procedure. Following an offer of hire, applicants will be directed to report to the collection site as soon as practicable. Offers of hire will be made contingent upon a negative test result. A refusal to test or a positive test result shall be the basis for withdrawing the offer of hire.
- D. Reasonable suspicion means suspicion based on specific personal observations that a district representative can describe concerning the appearance, behavior, speech, and breath odor of the employee. Reasonable suspicion will be documented in writing at or near the time of observation. Observation will be by two (2) individuals, if possible, but in any case by at least one (1) supervisor trained in accordance with this procedure in the detection of probable drug use and alcohol misuse by observing behavior. Reasonable suspicion will subject the affected employee to testing as outlined in this procedure.
- E. Employees will be subject to post-accident testing if (a) the accident involves loss of human life (in which case every employee performing safety-sensitive functions with respect to the vehicle will be tested) or (b) the employee receives a citation under state or local law for a moving traffic violation arising from the accident. Urine samples for post-accident drug testing must be obtained within thirty-two (32) hours of the accident. Breath samples must be obtained within eight (8) hours of the accident. An employee who is directed to undergo a post-accident test for drugs and/or alcohol shall be escorted for testing as soon as possible after the accident. Employees are forbidden to drink alcohol within eight (8) hours after an accident unless they have already submitted to post-accident testing for the accident, or the district has determined they were not at fault.
- F. Employees will be subject to random drug and alcohol testing only to the extent required by applicable federal regulations. Fifty percent (50%) of its employees who are performing functions for which a CDL shall be tested for drugs annually, and twenty-five percent (25%) of its employees who are performing functions for which a CDL shall be tested for alcohol annually. The district will use a reasonable method of randomly selecting employees to be tested, and will retain records regarding the method used and employees selected.
- G. An employee subject to post-accident and reasonable suspicion drug and alcohol testing will be transported to the location of such testing by the district. After a post-accident and/or reasonable suspicion test is completed, the employee will be transported by the district, or at District expense, to his/her residence, or, if appropriate, back to the workplace.

### **III. CONSEQUENCES**

- A. Should the results be negative for drugs, but positive for alcohol at a level of at least .02, but less than .04, the employee shall be suspended for twenty-four (24) hours beginning from the time the test was requested, and shall be required to test at or below the .02 level before returning to duty. The employee shall be suspended during that twenty-four (24) hour period.
- B. Should the test results be positive for drugs or positive for alcohol at or above the .04 level, the employee shall not be permitted to return to work until the employee has been evaluated by a Substance Abuse Professional (SAP). If the SAP recommends treatment that prevents the employee from working, or requires that the employee be held out of service while the treatment is pursued, the employee may request a medical leave of absence, without pay, until the SAP authorizes the employee's return to work, provided the employee may use accrued leave as appropriate. Any employee testing positive will be permitted to return to work only if the employee has signed and complied with all of the provisions of an "Agreement for Continuation of Employment".
- C. The district will apply the rehabilitation provisions of this procedure to an employee on only one (1) occasion. Positive drug and alcohol tests thereafter will result in immediate termination.
- D. Notwithstanding any other section of this procedure, the district reserves the right to discipline employees for cause. Alcohol and drug abuse violations in the workplace may be subject to disciplinary measures, up to and including discharge.

### **IV. EMPLOYEE NOTIFICATION AND COOPERATION**

- A. The employer will inform the employee that he/she is subject to testing and will state whether the testing is reasonable suspicion, post-accident, or random testing.
- B. If the testing is for reasonable suspicion, the district administrative representative will explain that because of the observation of the employee's behavior, it is necessary to verify the employee's physical capability at that point in time.
- C. If the employee refuses promptly to take the test or sign the mandated forms, as updated, the district shall:
  - 1. Make it clear to the employee that the request to sign the required form(s) and to take the test is a direct order and is therefore mandatory.
  - 2. Ask the employee if he/she understands the order. If the employee responds that he/she does not understand the order, the supervisor shall explain the order again.
  - 3. Explain to the employee that failure to comply with the order will result in the employee being treated as having tested positive for the substance or substances for which testing was requested, and will subject the employee to being relieved from duty and subject to employee evaluation.

### **V. TESTING PROCEDURES**

- A. Both drug and alcohol testing will be performed in accordance with the procedures provided in the Code of Federal Regulations (CFR).

- B. The district will contract with Virginia Mason Occupational Medicine or another qualified contractor for random selection of employees for testing, specimen collection and breath alcohol testing, laboratory analysis, record-keeping, the services of a Medical Review Officer (MRO), and other services related to drug and alcohol testing.

**VI. TEST COSTS AND COMPENSATION**

- A. The district will be responsible for the cost of pre-employment, random, post-accident, and reasonable suspicion drug and alcohol testing.
- B. Costs incurred for return to duty and follow-up testing shall be the responsibility of the employee.
- C. If an employee's initial drug test is positive and the employee requests that a split sample be tested, the split sample test shall be at the employee's expense. If the confirming test is negative, the district will reimburse the employee for the cost of the split sample test.
- D. Evaluation and/or treatment by a substance abuse professional is the financial responsibility of the employee.

**VII. RECORDS**

Employee drug and alcohol test results and records shall be confidential and released only in accordance with the law.

**VIII. TRAINING**

- A. Administrative representatives of the district who work with employees subject to this procedure will receive training of one (1) hour or more in duration in recognizing the signs and symptoms of drug abuse, and an additional one (1) hour of training in recognizing the signs and symptoms of alcohol abuse.
- B. Each employee subject to this procedure shall receive educational materials that explain the requirements of CFR, Title 49, Part 382, and a copy of the district's policy and procedures for meeting those requirements.
- C. The Employer shall distribute and have on file signatures of employees signifying receipt of the policy.

## **AGREEMENT FOR CONTINUATION OF EMPLOYMENT**

This Agreement is entered into by and between the Edmonds School District No. 15 ("District") and \_\_\_\_\_ ("Employee"). The district is committed to providing channels of assistance for employees seeking rehabilitation. However, the Employee seeking rehabilitation must be committed in his/her efforts to remain drug and/or alcohol free. Therefore, as part of the Employee's commitment to remain free of drug and/or alcohol use it is understood that the Employee's continuation of employment by the district is based upon and constrained by the following terms:

1. The Employee must submit to evaluation of potential drug or alcohol problems by a recognized and certified Substance Abuse Professional ("SAP"). This evaluation should be completed within one (1) week from the date of this document.
2. The Employee must agree to participate in all rehabilitation treatment recommended by the SAP.
3. The Employee must authorize the SAP to provide a copy of the SAP's recommendations to the district.
4. The Employee may return to duties only when the SAP concludes that the Employee is in compliance with the SAP's treatment recommendations, if any, and the Employee has tested negative for alcohol and/or drugs, as required by the SAP.
5. The SAP will closely monitor the Employee's compliance with the SAP's recommendations. Failure of the Employee to adhere to the program of treatment recommended by the SAP will subject the Employee to discharge by the district.
6. The Employee, and the district mutually agree that the Employee's continuation of employment for the next twelve (12) months or during the term of any recommended treatment, should it extend beyond twelve (12) months, is contingent upon the Employee's satisfactorily meeting all of the terms outlined in this Agreement, and that failure to do so may subject the Employee to immediate discharge.
7. During the twelve (12) month period or such period of rehabilitation treatment as outlined by the SAP, should it be longer, the district will test the Employee for alcohol and/or drug use, as directed by the SAP, on an unannounced basis. There shall be no fewer and no more than six (6) such unannounced tests for alcohol during this period, unless the SAP specifically recommends a higher number. Unannounced tests for drugs shall not exceed six (6) such unannounced tests during this twelve (12) month period. However, such unannounced tests are in addition to any tests that may be necessitated on a reasonable suspicion or random basis as part of the district's Substance Abuse Program or any tests performed by the treatment center as part of its program to monitor compliance with its treatment program. The Employee will be subject to discharge if the Employee refuses to submit to testing or if the Employee tests positive for drugs or alcohol during this period.

8. The Employee acknowledges that he/she has been given an opportunity to seek advice of legal counsel and/or Union representation in connection with this Agreement. The Employee has either obtained such advice or declined to do so, and agree to enter this Agreement with full knowledge of its consequences.

This Agreement is voluntarily entered into by both parties in consideration for continuation of the Employee's employment

EDMONDS SCHOOL DISTRICT NO. 15

EMPLOYEE

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_