

SIDE LETTER AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
THE SAN JOSE POLICE OFFICERS' ASSOCIATION

Drug and Alcohol Testing

The City and the POA agree that Article 53 of the POA Memorandum of Agreement with the City of San Jose will be amended to remove and replace existing language with the provisions outlined below:

ARTICLE 53 DRUG AND ALCOHOL TESTING

53.1 All bargaining unit members are subject to the [City's Substance Abuse Program and Policy \(attached\)](#), which allows for reasonable suspicion testing for drugs and alcohol.

53.2 Testing Standards:

The City intends to utilize the same testing standards as the Federal Department of Transportation's Federal Motor Carrier Safety Administration that are in effect as of the date of this Agreement. For more information, please refer to the City's Federal DOT Drug and Alcohol Testing Policy (attached).

53.2 Random Drug and Alcohol Testing:

15% of the total bargaining unit members on a random basis each year will be tested for controlled substances and/or alcohol. The tests shall be unannounced, with all members selected from a random pool and will be administered by the City or a third-party administrator. The City shall determine the date, time, and location of each test and will be responsible for the cost of testing. Officers subject to random testing may be ordered to submit to a controlled substance and/or alcohol test whenever randomly selected, up to two (2) times in any 12-month period.

Employees selected for testing shall be personally notified, by the Human Resources Department or by department command staff.

Refusal to comply with either form of testing, as provided in this section and 53.1 above, shall be considered a positive test result and this refusal, in and of itself, is subject to disciplinary action, up to and including dismissal from City service. Any other positive test result will also be subject to disciplinary action, up to and including dismissal from City service.

53.3 Post Work-Related Accident Testing:

The driver is responsible for providing a urine and breath sample for testing as soon as possible after a work-related moving vehicle accident (whether or not the driver was at fault). Alcohol and drug testing is to be completed as soon as possible, but not later than eight (8) hours following the accident for an alcohol test and thirty-two (32) hours following the accident for a drug test, unless testing cannot be completed due to a medical

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emergency. Tests for alcohol shall be administered on-duty by the Chief or their designee using a Department-issued Preliminary Alcohol Screening (PAS) device.

Except in medical emergencies, failure of the driver to remain readily available for drug and/or alcohol testing will be considered a refusal to submit to testing and subject to discipline.

53.5 Return to Duty and Follow-up Testing:

At the conclusion of treatment and/or any disciplinary action a return to duty test must be conducted immediately prior to the return to work of an individual who has violated the prohibited drug or alcohol conduct standards. The employee shall be required to have a verified negative controlled substances test, or if applicable, a negative breath alcohol test.

58.9 Split Specimen:

Employees who are notified of a positive test result will be advised that the "split" specimen can be used for confirmation.

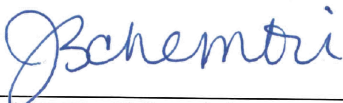
53.7 Consequences of a Positive Alcohol and/or Drug Test:

An employee who has a positive alcohol and/or drug test, will be subject to the actions outlined in the City's [Substance Abuse Program and Policy](#).

Any changes to the testing standards outlined in the City's Federal DOT Drug and Alcohol Testing Policy and any changes to the Substance Abuse Program and Policy after the effective date of this Agreement will be subject to the meet and confer process.

The terms of this Side Letter Agreement shall become effective when signed by all parties below and approved by the City Council in open session and shall be incorporated into the current and any successor POA Memorandum of Agreements.

FOR THE CITY:



9/22/22

Jennifer Schembri
Director of Employee Relations
Director of Human Resources

Date

FOR THE UNION:



09/22/22

Sean Pritchard
President, SJPOA

Date