

Memorandum of Understanding and Agreement

By and Between

State Center Community College District

And

State Center Federation of Teachers, Local 1533

This non-precedent setting Memorandum of Understanding and Agreement (“MOU”) is entered into by and between the State Center Community College District (hereinafter referred to as “District” or “Employer”) and the State Center Federation of Teachers, Local 1533 (hereinafter referred to as “Exclusive Representative” or “Federation”).

Whereas, the [Department of Transportation](#) regulates employers to comply with [49CFR Part 40](#) and applicable DOT Agency regulations to ensure the safety of their employees and the traveling public.

Whereas, the [Department of Transportation \(DOT\)](#) and the [Federal Motor Carrier Safety Administration \(FMCSA\)](#) adopted regulations requiring safety-sensitive employees and commercial motor vehicle (CMV) operators required to maintain a commercial driver’s license (CDL) to be tested for alcohol and drugs.

Whereas, Assembly Bill 529 created the [Biennial Inspection of Terminals \(BIT\) Program](#) to ensure safe operation of regulated vehicles by motor carriers. A motor carrier is defined in Section 408 of the California Vehicle Code (CVC) and vehicles subject to the program are defined in Section 34501.12(a) of the CVC. The District is required to comply with these regulations.

Whereas, the District has a Drug and Alcohol Testing Program Policy and Reference Guide to assist in efforts to comply with the abovementioned federal and state regulations.

The Federation and District agree as follows effective immediately in order to comply with the federal and state regulations:

- Unit members who are identified as falling under the provisions federal and state regulations are required to participate in the District’s DOT Drug and Alcohol Testing Program and/or BIT compliance program as a condition of employment.
- Positions include:
 - Truck Driving Instructor – Madera CTE division
 - Any new positions added that may qualify under the program requirements.
- Drug and alcohol testing will follow federal and state regulations. The District will contract with a third-party administrator to assist with DOT compliance efforts, which includes the drug and alcohol program and testing. Employees who refuse to test or fail a test will be immediately removed from performing safety-sensitive functions until successful completion of the return-to-duty process with a DOT-qualified substance abuse professional. DOT regulations outline refusals to test for drugs and alcohol. Consequences of policy violations are also defined in the District’s

Drug and Alcohol Testing Program Policy and Reference Guide and follow federal and state regulations.

- Education and/or training will be provided to each unit member identified under the program. Education and training will follow federal and state regulations.
- Recordkeeping and Data Collection requirements will be maintained by the District Human Resources Department in compliance with the federal and state regulations. Records maintained may be inspected during the Biennial Inspection of Terminals (BIT) Program.

The parties agree that the terms of this MOU are non-precedential and will not constitute any waiver of any rights not specifically address in this agreement.

By affixing their signatures to this MOU, the parties acknowledge that the matters set forth are agreed. The signatories signify they are the authorized representatives of the parties to this MOU and that all actions necessary for the parties to ratify and accept this MOU as a binding and bilateral agreement will be completed in the manner required by each party or by the law.

This Agreement is made this 26 day of October in the year 2023 in the City of Fresno, County of Fresno, State of California.

State Center Community College District



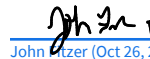
Julianna D. Mosier, Vice Chancellor, HR

State Center Federation of Teachers



Keith Ford (Oct 16, 2023 05:04 PDT)

Keith Ford, President



John Fitzer (Oct 26, 2023 05:16 PDT)

John Fitzer, Chief Negotiator