



Drug and Alcohol Policy

Effective as of

Adopted by: _____

Date Adopted:

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1. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website: <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated but reflect City of Key West – Transit Department, Key West Transit policy. These additional provisions are identified by **bold text**.

2. Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a “safety-sensitive function” as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines



All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

4. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

Treatment/Discipline

Per City of Key West – Transit Department, Key West Transit authority, a covered employee who tests positive for drugs or alcohol (BAC at or above 0.04) or who refuses to test will be eligible to retain their position upon successful completion of the USDOT's [Return-to-Duty process](#) with a DOT-qualified Substance Abuse Professional.

5. Circumstances for Testing

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when City of Key West – Transit Department, Key West Transit has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered

employee whose performance could have contributed to the accident, as determined by City of Key West – Transit Department, Key West Transit using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Key West – Transit Department, Key West Transit using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year's testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random



number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Return to Duty Testing

Any covered employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete an SAP-required program of education and/or treatment, and provide a negative return-to-duty drug test result and/or an alcohol test result of less than 0.02. Any return-to-duty drug testing will be directly observed. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

Follow-Up Testing

Employees returning to safety-sensitive duty following a return-to-duty test will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP.

A covered employee may only be subject to follow-up alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be subject to follow-up drug testing anytime while on duty. All follow-up drug tests will be directly observed. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with [49 CFR Part 40](#), as amended.

Dilute Urine Specimen

If a Pre-Employment or Random test results in a negative dilute test result, City of Key West – Transit Department, Key West Transit will conduct one additional retest. The result of the second test will be the test of record. If there is a negative dilute test result and the test type was not a Pre-Employment or Random test, City of Key West – Transit Department, Key West Transit will accept the test result and there will be no retest, unless the creatinine concentration of a negative dilute specimen was greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, a verified adulterated or a substituted result, the employee can request that the split specimen be tested at a second laboratory. City of Key West – Transit Department, Key West Transit will ensure that the split specimen test will be conducted in a timely manner, in accordance with [49 CFR Part 40.173](#).

7. Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by City of Key West – Transit Department, Key West Transit.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.

- (5) Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
- (6) Fail or decline to take a second drug test as directed by the collector or City of Key West – Transit Department, Key West Transit.
- (7) Fail to undergo a medical evaluation as required by the MRO or City of Key West – Transit Department, Key West Transit’s Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer’s instructions to raise and lower clothing and turn around during a directly observed urine drug test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions and provided with contact information for SAPs.

8. Voluntary Self-Referral

Any employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the City of Key West – Transit Department, Key West Transit or City of Key West – Human Resource Department who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.



Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

9. Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to City of Key West – Transit Department, Key West Transit. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

10. Contact Person

For questions about City of Key West – Transit Department, Key West Transit’s anti-drug and alcohol misuse program, contact Carolyn Haia, 305-809-3913 or Robert Johnson, 305-809-3914.

Attachment A: Covered Positions

Director of Transportation

Grant and Project Manager

Supervisors

Customer Service Coordinator/Dispatch

Transit Support Service Manager

Bus Operators

Mechanics

Transit Vehicle Cleaners

City of Key West – Transit Department



Acknowledgement of Receipt of Drug and Alcohol Policy

I acknowledge that I have received a copy of my employer's drug and alcohol policy mandated by the U.S. Department of Transportation (DOT), Federal Transit Administration (FTA) for all covered employees who perform a safety-sensitive function. I understand that compliance with all provisions contained in the policy is a condition of my employment.

(Print Name)

(Signature)

(Date)

ONE CHANCE AGREEMENT

The parties to this agreement are the City of Key West ("Employer") and _____ ("Employee")

The parties agree that Federal Law implemented by Chapter 49 of the Code of Federal Regulations, parts 40, 653, 654 and 655 require all safety-sensitive transportation workers to be tested for drug and alcohol under certain circumstances. The parties agree that Employee is a safety-sensitive transportation worker who is subject to such drug and alcohol testing.

Employee agrees to be tested for drugs and/or alcohol as is required by Chapter 49 of the Code of Federal Regulations, Parts 40, 653, 654, and 655 including pre-employment testing, random testing, reasonable suspicion testing, post-accident testing and return-to-duty testing.

By Resolution , enacted by the City Commission of Key West, Employer adopted a Drug and Alcohol Testing Program for the testing of transportation employees. The Program is described in the document titled "Procedures for Transportation Workplace Drug and Alcohol Testing Programs, Handbook for Employees of the City of Key West." Employee acknowledges receipt of a copy of such Handbook, that he or she has reviewed it and agrees to comply with the procedures stated therein.

Employee agrees that if any drug or alcohol test is positive for alcohol or a controlled substance, he or she shall be: (a) removed from duty, (b) required to have treatment with a DOT-qualified Substance Abuse Professional at his or her own expense, and (c) required to sign a Last Chance Agreement and Re-Entry Contract prior to returning to work with Employer.

Employee agrees that he or she shall be terminated from employment with Employer if any two tests within a thirty-six (36) month period are positive for alcohol or a controlled substance.

Employee:

Employer:

Director of Transportation

BEFORE ME the undersigned authority personally appeared, () to me well known or () who produced _____ as identification and who did take an oath that the signature above was his/her free act and deed.

Witness my hand and official seal this _____ day of _____, 2_____.

Notary Public, State of Florida at Large
My Commission Expires:

In lieu of Notary; two witnesses suffice

Witness _____

Witness _____

RE-ENTRY CONTRACT

The parties to this Agreement are the City of Key West ("Employer") and _____
("Employee")

Employee tested positive for unauthorized drug and/or alcohol (BAC at or above 0.04). This positive confirmation for unauthorized drug and/or alcohol use is Employee's first such occurrence.

Prior to returning to work for Employer, Employee must:

1. Provide Employer with a "Release to Work Statement" from a DOT-qualified Substance Abuse Professional (SAP).
2. Submit to drug and alcohol test with an Employer-approved testing facility and produce to Employer the negative confirmation of drug and/or alcohol use.
3. Execute a "Last Chance Agreement".
4. Submit a statement of intent to refrain from unauthorized drug and alcohol use in compliance with the Substance Abuse Professional's requirements.
5. Agree to follow the rehabilitation program prescribed by the Substance Abuse Professional and/or Employer.

Employer and Employee agree that violation of any provision of the Re-Entry Agreement shall be grounds for Employee's termination.

This Re-Entry Agreement is entered into in Key West, Florida, this _____ day of _____, 20____.

Employee:

Employer:

Director of Transportation

BEFORE ME the undersigned authority personally appeared, () to me well known or () who produced _____ as identification and who did take an oath that the signature above was his/her free act and deed.

Notary Public, State of Florida at Large
My Commission Expires:

In lieu of Notary: two witnesses suffice.

Witness _____

Witness _____

CITY OF KEY WEST
Last Chance Agreement

The parties to this Agreement are the City of Key West ("Employer") and _____
("Employee")

The parties agree that:

1. Upon successful completion of the rehabilitation treatment program, Employee will be reinstated to his/her former position.
2. Upon reinstatement, Employee shall serve in a probationary capacity, which will extend for thirty-six (36) months.
3. During the thirty-six (36) month probationary period, Employee will be periodically tested for unauthorized drug and/or alcohol use on an unannounced basis.
4. Employee's failure to submit to periodic unannounced drug and/or alcohol testing shall violate this Agreement and shall constitute Employee's voluntary resignation from employment with Employer. This voluntary resignation is non-grievable.
5. If Employee tests positive for alcohol and/or a controlled substance anytime after the date of this Agreement, Employee shall be terminated. Termination is non-grievable.
6. This Last Chance Agreement is the final opportunity for rehabilitation and no further opportunities will be given to Employee by Employer.

This Last Chance Agreement shall not be modified, amended or revoked without written agreement by both parties.

This Last Chance Agreement is voluntarily entered into in Key West, Florida, this
_____ day of _____, 20____.

Employee:

Employer:

Direct of Transportation, City of Key West

BEFORE ME the undersigned authority personally appeared, () to me well known or () who produced _____ as identification and who did take an oath that the signature above was his/her free act and deed.

Notary Public, State of Florida at Large
My commission expires: