



# Lane Transit District Board Agenda Packet

## April Board Meeting

Wednesday April 24, 2024

5:30 – 7:30 p.m.

The meeting will be held in-person, remotely and via broadcasting.

**Address:** 3500 E. 17<sup>th</sup> Avenue, Eugene OR 97401

**Zoom:** Stream live via link: [April Board Meeting](#)

**Broadcasting:** Watch live on channel 21 or via link: <https://metrotv.omlnetwork.org/>

### AGENDA ITEM

- 5:30 – 5:35      **I. CALL TO ORDER & ROLL CALL:** Gino Grimaldi (President), Susan Cox (Vice President), Pete Knox (Secretary), Kelly Sutherland, Lawrence Green (Treasurer), Michelle Webber, Heather Murphy
  
- 5:35- 5:40      **II. ADJUSTMENTS TO THE AGENDA**
  
- 5:40 – 5:45      **III. COMMENTS FROM THE CEO**
  
- 5:45 – 5:50      **IV. PUBLIC COMMENT** – Public comment may be provided in writing to [clerk@ltd.org](mailto:clerk@ltd.org), via Zoom, or in-person at the meeting.
  
- 5:50 – 5:55      **V. CONSENT AGENDA**
  - a. Approval of Resolution Appointing Members to the LTD Budget Committee
  - b. Approval of Resolution Appointing Members to the LTD Strategic Planning Committee
  - c. Approval of CEO Amended and Restated Contract
  - d. Approval of Resolution Appointing Wendie Frisbie as Trustee to LTD’s Pension Trust and Retirement Plan
  
- 5:55 – 6:55      **VI. BUSINESS UPDATES, DISCUSSIONS, AND PRESENTATIONS**
  - a. **EMPLOYEE OF THE MONTH - APRIL**
  
  - b. **OPERATIONS COMMAND CENTER**.....Todd Smith, Project Manager
  
  - c. **COMMUNITY RESOURCE LIAISON OVERVIEW**.....Sarah Koski, Community Liaison
  
  - d. **COCA COMMUNICATIONS**.....Tom Schwetz, Director of Planning

6:55 – 7:15 **VII. BUSINESS ACTION ITEMS**

- a. **DRUG AND ALCOHOL POLICY**.....David Lindelien, Risk Manager
- b. **STIF FORMULA PLAN MODIFICATION**.....Cosette Rees, Chief Customer Experience Officer

7:15 – 7:30 **VIII. OTHER BUSINESS**

- a. Board Member Reports.....Allie Brusasco, Board Administrator
- b. Delegated Authority Report..... Jameson Auten, Chief Executive Officer
- c. Monthly Department Reports – March.....Jameson Auten, Chief Executive Officer
- d. Information on Future Board Meetings.....Allie Brusasco, Board Administrator
- e. Items for Action or Information for Future Board Meetings – Requested by the Board

7:30 **IX. ADJOURNMENT**

*The facility used for this meeting is wheelchair accessible. To request a reasonable accommodation or interpreter, including alternative formats of printed materials, please contact LTD’s Administration office no later than 48 hours prior to the meeting at 541-682-5555 (voice) or 7-1-1 (TTY through Oregon Relay).*



## Lane Transit District Consent Agenda

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**ACTION REQUESTED:** Approval

Consent Agenda for approval:

- Approval of Resolution Appointing Members to the LTD Budget Committee
- Approval of Resolution Appointing Members to the LTD Strategic Planning Committee
- Approval of CEO Amended and Restated Contract
- Approval of Resolution Appointing Wendi Frisbie as Trustee to LTD's Pension Trust and Retirement Plan

**PROPOSED MOTION:** I move to approve the Consent Agenda as presented.



## Lane Transit District Board Committee Appointments

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**ACTION REQUESTED:** Adoption of

Resolution No. 2024-04-24-005 Appointing Members

To the LTD Budget Committee and Resolution No. 2024-04-24-005

Appointing Members to the LTD Strategic Planning Committee

### **Budget Committee**

To consider appointing the following members to the LTD Budget Committee:

- Gary Manly, Assistant Director of South Lane Wheels, as subdistrict 3 representative effective immediately and for the term ending December 31, 2026.
- Linda Lynch, LTD Retiree and former Government Relations Director as subdistrict 7 representative effective immediately and for the term ending December 31, 2026.

**PROPOSED MOTION:** I move to adopt LTD Resolution No. 2024-04-24-005 appointing members to the LTD Budget committee.

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### **Strategic Planning Committee**

- Rob Zako, Executive director of Better Eugene-Springfield Transportation (BEST) effective immediately for the term ending December 31, 2025.
- Martin Gaiters, who currently serves on the SPC, effective immediately and for the term ending December 31, 2025.
- Alma Fumiko Hesus, Vice President of Resource Development of United Way of Lane County, who currently serves on SPC, effective immediately and for the term ending December 31, 2025.
- Lane County Commissioner – District 5 Heather Buch, effective immediately and for the term ending December 31, 2025.

**PROPOSED MOTION:** I move to adopt LTD Resolution No. 2024-04-24-006 appointing members to the LTD Strategic Planning Committee.



## **Lane Transit District Budget Committee Member**

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Linda Lynch retired from Lane Transit District in 2006. She was LTD's Government Relations Director for eight years, lobbying on behalf of the District in both Salem and Washington, DC. Prior to that, she worked at the City of Eugene for 14 years in government relations and as Director of Council Services. At that time, that position managed staff to the mayor and city council as well government relations and the human rights program.

Linda has a master's degree in Public Affairs from the University of Oregon and a Bachelors degree in English from Southern Oregon College. Her volunteer work has centered around the League of Women Voters, serving as Lane County president from 2015-2019. She is currently cochairing a study on the recall of elected officials for the League of Women Voters of Oregon, being published this fall.



## Lane Transit District Budget Committee Member

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Former General Manager of the Cottage Grove Sentinel, Gary Manly is the Assistant Director for South Lane Wheels, Inc. Gary has served on the budget committees for South Lane County Fire and Rescue, the City of Cottage Grove, and South Lane School District.

Gary has served as Treasurer for the Cottage Grove Area Chamber of Commerce and prior to joining the South Lane Wheels Staff, Gary served as Treasurer and President on the

South Lane Wheels Board of Directors. Gary has participated in many community events in Cottage Grove and currently serves as the President of the Rotary Club of Cottage Grove and will become the Assistant Governor for Rotary District 5110 Area 13 beginning in July 2024.



LTD RESOLUTION NO. 2024-04-24-005

**APPOINTING MEMBERS TO THE LANE TRANSIT DISTRICT  
BUDGET COMMITTEE**

**WHEREAS**, Oregon Revised Statutes Chapter 294 (“Local Budget Law”) requires the Lane Transit District (“LTD”) Board of Directors to appoint a Budget Committee that shall be comprised of fourteen (14) members for the purpose of reviewing and approving the annual budget proposed by LTD’s budget officer;

**WHEREAS**, the committee shall consist of seven (7) Board members and seven (7) appointed members who live within the LTD service area and who all have equal authority; and

**WHEREAS**, each Board member may nominate one (1) member to the committee so long as the member resides within LTD’s service area, regardless of whether the member resides within that Board member’s sub-district.

**NOW, THEREFORE, BE IT RESOLVED**, that the LTD Board of Directors appoints the following member(s) to the Budget Committee for the term set forth below:

<u>Member</u>	<u>Term Ending</u>
Gary Manly	12/31/2026
Linda Lynch	12/31/2026

**ADOPTED BY THE LANE TRANSIT DISTRICT BOARD OF DIRECTORS ON  
THIS 24 DAY OF April 2024.**

\_\_\_\_\_  
Gino Grimaldi, Board President



## Lane Transit District Strategic Planning Committee Member

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Rob Zako has been working for the last 26 years on transportation issues. Since 2012, he has been the executive director of Better Eugene-Springfield Transportation (BEST). Originally formed to give voice to public support for West Eugene EmX bus rapid transit, its mission is to build a successful community by bringing people together to promote transportation options, safe streets, and walkable neighborhoods.

Previously as a research associate with the University of Oregon's Sustainable Cities Institute, he explored using the triple bottom line to make transportation decisions and studied how effectively transportation investments are advancing livability goals. As a land use-transportation planner for the Oregon Department of Land Conservation and Development (DLCD), he

helped to set greenhouse gas reduction targets for metropolitan areas and to develop scenario planning guidelines. As an independent consultant, he led the effort to establish the Lane Area Commission on Transportation (LaneACT). For five years, he was the transportation advocate for 1000 Friends of Oregon.

Rob's formal education is in math, physics, and computer science. He taught math at Lane Community College and the Oak Hill School. While a physics graduate student, Rob met his future wife Kayleen while leading a bicycle tour along the Big Sur coast of California. Since 1994, they have made their home in Lane County.





## Lane Transit District Strategic Planning Committee Member

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As Chair of the County Commission in 2020, Commissioner Heather Buch led Lane County's response to crises on multiple fronts. As our communities faced the surging COVID-19 pandemic and the Holiday Farm Fire devastated the McKenzie region, Commissioner Buch ensured her East Lane County district received critical CARES Act and American Rescue Plan funding. She worked tirelessly with two simultaneous emergency operations centers, and she partnered with mayors and other local leaders to publicize critical and dependable public health information to all Lane County residents.

During the aftermath of the mega-fire, Commissioner Buch worked with an incident command team, the Oregon Office of Emergency Management, and FEMA to protect Lane County families' lives and livelihoods. She successfully secured \$27.5 million from the Oregon Legislature's 2021 Special Committee on Wildfire Recovery to support the

McKenzie area's recovery. She continues to support wildfire recovery efforts.

Regionally, Commissioner Buch serves as Chair of the Cascades West Economic Development District (CWEDD), Chair of the Lane Council of Governments (LCOG) Board of Directors, Vice-Chair of Homes For Good housing agency, and sits on the Human Services Commission.

Buch is a strong advocate for Lane County on both the state and federal levels as a member of the Oregon Association of Counties (OAC) and National Association of Counties (NACo). She is a member of NACo's Community, Economic and Workforce Development Committee and the Women of NACo Leadership Network.

Before her election to the Lane County Commission in 2019, Buch spent her professional career running a small real estate business for 15 years specializing in affordable housing. She also worked as the Special Projects Director for St. Vincent DePaul Society of Lane County, Inc., our county's largest nonprofit human services organization, helping local families access and afford housing.

Living in the Spencer Creek area of unincorporated Lane County, Commissioner Buch is the mother of an energetic young daughter and wife to a Merchant Mariner and U.S. Navy reservist. She holds a bachelor's degree from Seattle University.

District 5 includes the cities of Cottage Grove, Creswell, Oakridge, Lowell, Westfir, Coburg, portions of West Eugene, and numerous unincorporated communities.

*Note: Commissioner Buch's last name is pronounced "Buck."*



## Lane Transit District Strategic Planning Committee

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Storyteller by trade, matchmaker by heart, Alma Fumiko Jesus is a dynamic leader and seasoned professional with over two decades of experience in marketing, communications, and collaborative leadership. Currently serving as the Vice President of Resource Development at United Way of Lane County, Alma supports a dedicated team of professionals in mobilizing resources and forging partnerships to advance the organization's mission of fostering a thriving and equitable community for children in Lane County.

Before her tenure at United Way, Alma held positions at Cappelli Miles and The Duck Store, where she collaborated on marketing initiatives, managed brand strategy, and developed compelling content to engage audiences. Her diverse background also includes experience as a reporter for Pacific Daily News on Guam, where she honed her knack for storytelling and deepened her commitment to community service.

Beyond her professional endeavors, Alma is an active member of her community, volunteering her time and expertise to various causes and initiatives. She currently serves on the KLCC Foundation Board, LTD Strategic Planning Committee, Pacific Cascade Federal Credit Union Board, Springfield Public Library Board, and Eugene Parade Committee. She is known for her strategic vision, collaborative spirit, and unwavering dedication to creating positive change. Driven by a passion for justice and equity, Alma is deeply invested in ensuring the success of children, particularly those from historically marginalized backgrounds.

She and her spouse love spending time with their very spoiled dog and her hobbies are volunteering (of course) and spending time in the ocean (when time and weather permits).



## Lane Transit District Strategic Planning Committee

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Martin Gaiters is an Organic, Technical, and Personal multifaceted creator and connector. He is a Breakthrough Specialist in matters of Digital Accessibility and 508. He is passionate about training in Ethical Cross-Cultural Communication through Diversity, Equity, and Inclusion Strategies. He is an experienced event MC—DJ, Fun Director, and Multi-Message Motivational Speaker.

Marti's true passion lies in his ability to build, nurture, and strengthen long-term business and personal relationships. From top-level executives to entry-level staff, Marti's secret to success is his knack for establishing open lines of communication. This skill breaks down barriers and makes complex processes and goals more accessible.

With a solid foundation of formal master's-level academics and extensive private sector experience, Marti is well-equipped to educate and guide the private and public sectors. His approach is customer-centric, focusing on identifying problems and tailoring solutions to meet each person's unique needs.

Borrowing from the basic communication model, Marti removes the noise that distorts and slows your message between the sender (your Business) and the receiver (your Customer). Through the relationships he builds, Marti helps people find the tools they need to reach their goals. He's held various positions in entertainment and Television news, marketing, and promotion. He teaches business inter and intrapersonal communications along with diversity and equity. He is also a writer. He enjoys performing amateur stand-up comedy, being an MC/DJ, and working as a radio disc jockey.

He is very active in my community. He serves as the Vice Chair of the Lane Transit District Strategic Planning Committee and is a governor-appointed councilor to the Oregon Broadband Advisory Council. He serves as secretary of the SVDP housing committee. He has a BA in communication, emphasizing rhetoric argumentation and conflict management, and a minor in theatrics. He holds an MBA in International Business and is pursuing a Master of Science – Counseling Mental Health Counseling. My passion also extends to finding ways to affiliate and work with NON-profit organizations. How can he help with what keeps you up at night?



LTD RESOLUTION NO. 2024-04-24-006

**APPOINTING MEMBERS TO THE LANE TRANSIT DISTRICT STRATEGIC PLANNING COMMITTEE**

**WHEREAS**, The Strategic Planning Committee (the “SPC” or the “Committee”) was established by LTD Board of Directors in Resolution No. 2016-12-12-041, A Resolution Re-chartering the EMX Steering Committee as the Strategic Planning Committee. The Strategic Planning Committee provides the LTD Board of Directors with independent advice and recommendations on strategic planning issues related to advancing the goals of the Long-Range Transit Plan.

**WHEREAS**, the committee shall consist of at least eight (8) and not more than fifteen (15) members, all of whom reside within the LTD service area. All members of the Committee are voting members.

**WHEREAS**, the Committee shall include the following nine (9) members, appointed to the Committee by their respective governing bodies:

- I. Two directors of the LTD Board of Directors;
- ii. Three representatives from Large Employers, Chambers, and Small Cities within the District; and,
- iii. One representative from each of LTD’s key partners: the Eugene City Council, the Springfield City Council, the Lane County Board of Commissioners, and Oregon Department of Transportation.

In addition to those members appointed to the Committee pursuant to Section 3.2 (a) of the Strategic Planning Committee Bylaws, up to an additional six (6) members, representing a diverse set of stakeholders, may be nominated for the Committee by the LTD’s CEO.

**NOW, THEREFORE, BE IT RESOLVED**, that the LTD Board of Directors appoints the following member(s) to the Strategic Planning Committee for the term set forth below:

<u>Member</u>	<u>Term Ending</u>
Alma F. Hesus	12/31/2025
Rob Zako	12/31/2025
Martin Gaiter	12/31/2025
Commissioner Heather Buch	12/31/2025

**ADOPTED BY THE LANE TRANSIT DISTRICT BOARD OF DIRECTORS ON THIS 24 DAY OF April, 2024.**

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Board President, Gino Grimaldi



## Lane Transit District Chief Executive Officer Contract

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**ACTION REQUESTED:** Approval

On August 18, 2022, the Board, on behalf of LTD, entered into a contract with Mr. Auten to serve as LTD's CEO, effective November 7, 2022 (the "Original Agreement").

The Board, on behalf of LTD, and Mr. Auten, desire to enter into this Agreement to define the terms under which Mr. Auten shall continue to serve as CEO of LTD. This Agreement amends and restates in its entirety the Original Agreement.

Amended and Restated Lane Transit District Employment Agreement outline:

1. Job Responsibilities
2. Salary and Benefits
3. Term of Employment
4. Annual Performance Evaluation
5. Termination
6. Miscellaneous

**ATTACHMENTS:** CEO Contract (clean)

**PROPOSED MOTION:** I move to approve the Amended and Restated Lane Transit District Employment Agreement, Chief Executive Officer Contract, as presented.

**AMENDED AND RESTATED  
LANE TRANSIT DISTRICT EMPLOYMENT AGREEMENT**

This AMENDED AND RESTATED LANE TRANSIT DISTRICT EMPLOYMENT AGREEMENT (this “Agreement”) is made as of November 1, 2023 (the “Effective Date”) by and between Lane Transit District, a municipal corporation of the State of Oregon (“LTD”) and Jameson Auten (“Mr. Auten” or “Employee”). LTD and Mr. Auten are jointly referred to in this Agreement as “Parties” and individually as a “Party.”

**Recitals**

- A. LTD is a special purpose mass transit district organized and operated pursuant to ORS Chapter 267. The Board of Directors of LTD (the “Board”) is authorized pursuant to ORS 267.200(5) to enter into contracts on behalf of LTD and to appoint and fix the salary of the Chief Executive Officer (“CEO”).
- B. On August 18, 2022, the Board, on behalf of LTD, entered into a contract with Mr. Auten to serve as LTD’s CEO, effective November 7, 2022 (the “Original Agreement”).
- C. The Board, on behalf of LTD, and Mr. Auten, desire to enter into this Agreement to define the terms under which Mr. Auten shall continue to serve as CEO of LTD. This Agreement amends and restates in its entirety the Original Agreement.

**Agreement**

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein, and the Recitals above being expressly incorporated, the Parties agree as follows:

- 1. **Job Responsibilities.** Employee agrees to fulfill the usual and customary duties and responsibilities of CEO of LTD with integrity and to the best of his abilities. Employee shall comply with the requirements of ORS Chapter 267 and 198 and all applicable Oregon and federal laws, regulations or guidance. Employee shall perform the functions and duties as provided in the CEO’s job description, as established or amended by the Board, and other duties as specified or directed by the Board. Employee shall act as CEO on the terms and conditions set forth in this Agreement and agrees to devote his exclusive, full-time attention (reasonable periods of illness excepted) to the performance of his duties under this Agreement.
  - a. **Community Involvement.** Employee shall become involved in the local community and community organizations, to the extent expected of a community leader. LTD shall pay the dues and meal expenses of Employee for community organizations, subject to the budget approved by the Board.
  - b. **Professional Organizations and Conferences.** Employee shall participate in professional organizations and attend their conferences. LTD shall pay the expenses of attending conferences, subject to the budget approved by the Board.

- c. Employee Policies; No Fraternalization. Except as otherwise expressly provided herein, Employee shall comply with the requirements of, and be entitled to the benefits and protections of, LTD's personnel policies and employee handbook. In addition to the foregoing, Employee shall not fraternize, date, explore or develop new personal relationships with any employee of LTD that goes beyond the scope of normal employee interactions if that relationship could result in the appearance of a conflict of interest or favoritism.
2. Salary and Benefits. LTD agrees to provide Employee with the following salary and benefits at LTD's expense.
- a. Salary. Except as otherwise set forth herein, as of the Effective Date, Employee's annual salary shall be \$255,850. In addition to the foregoing, Employee shall also be entitled to a Cost of Living Adjustment ("COLA"), the same as that paid to other management staff.
  - b. Employment Benefits. Except as otherwise set forth herein, Employee shall be entitled to all the employment benefits that are generally available to all other administrative employees of LTD as set forth in LTD's personnel policies and employee handbook, including any changes in those benefits as may occur from time to time during the term of this Agreement.
  - c. Life and Disability Insurance. As of the Effective Date, LTD shall provide life insurance coverage in the amount of one and one-half (1 ½) times Employee's annual salary during the term of Employee's employment. Employee shall designate the intended beneficiary of such life insurance program. LTD shall provide disability insurance for Employee under LTD's normal group program. To the fullest extent permitted by the applicable provider and policies, Employee shall be permitted to continue such life insurance coverage upon termination of employment at his cost.
  - d. Retirement Program. Employee shall be eligible to participate in LTD's Section 457 deferred compensation plan (the "Retirement Plan") in accordance with its terms. In addition, LTD will contribute to the Retirement Plan fifteen percent (15%) of: (i) Employee's base salary for the first year of the Initial Term, as defined in Section 3; and (ii) Employee's annual salary for each subsequent calendar year under this Agreement. Employee shall be fully vested after the first year of employment.
  - e. PTO; Sick Leave; Reporting. Pursuant to the Original Agreement and at the commencement of the Initial Term, Employee: (a) received a total of fifteen (15) days of Paid Time Off ("PTO"); and (b) was given credit for fifteen (15) years tenure as an administrative employee with LTD. Thereafter, Employee will accrue PTO and sick leave in accordance with LTD's personnel policies and employee handbook.

- f. Vehicle Allowance; Cell Phone. Employee shall receive a \$900 per month vehicle allowance. This payment is intended to be in lieu of any reimbursement for the cost of a vehicle, repair and maintenance, fuel and/or mileage. Employee shall receive an LTD-issued cell phone.
- g. Expenses. LTD shall reimburse Employee for reasonable and necessary business expenses incurred by him in the performance of his duties and responsibilities set out in this Agreement. All expense reimbursements shall be made in accordance with LTD's normal practice and policies under which Employee shall present reasonably detailed statements of expenses for which reimbursement is sought.
- h. Retention Incentive Payment. LTD will annually deposit ten percent (10%) of Employee's: (a) base salary for the first year of the Initial Term; and (b) annual salary for all subsequent years of the Initial Term, into a retention incentive fund for the purpose of awarding the same to Employee if he fulfills the Initial Term, as provided herein.
  - i. Upon completion of three full calendar years of the Initial Term, Employee will receive twenty percent (20%) of the accumulated retention incentive fund in one lump sum payment.
  - ii. Upon completion of four full calendar years of the Initial Term, Employee will receive an additional thirty percent (30%) of the accumulated retention incentive fund in one lump sum payment.
  - iii. Upon completion of the entire Initial Term, Employee will receive the balance of the accumulated retention incentive fund in one lump sum payment.

Should LTD terminate the Agreement for cause, pursuant to Section 5(b), Employee shall not be entitled to receive any retention incentive payment following the effective date of such termination. Should LTD terminate the Agreement without cause, pursuant to Section 5(c), Employee shall receive a prorated portion of the total retention incentive payment based on complete months served under the Agreement as of the effective date of such termination. If the Agreement is terminated by Employee for any reason prior to completion of the Initial Term or terminated due to Employee's death or disability pursuant to Section 5(a), he will not be entitled to any portion of the retention incentive payment after the effective date of such termination.

- i. Bonus. Except as expressly stated otherwise, Employee shall not receive any bonus, unless specifically approved by the Board for the CEO.
- j. Other Terms and Conditions of Employment. The Board may from time to time fix any other terms and conditions of employment as it may determine to be



reasonable and appropriate, provided the terms and conditions are not inconsistent, or in conflict, with the provisions of this Agreement.

3. **Term of Employment.** The term of Employee's employment with LTD as CEO commenced on November 7, 2022, and shall continue to November 7, 2027 (the "Initial Term"), or until terminated as provided in Section 5. Notwithstanding the foregoing, and except as otherwise expressly provided herein, Employee is an "at will" employee. This Agreement can be extended or otherwise amended pursuant to the provisions of Section 6(h).
4. **Annual Performance Evaluation.** The Board shall review and evaluate Employee's performance annually around October or November each year, although the Parties understand and agree that the date of evaluation may be extended in the sole discretion of the Board. If Employee receives a favorable review, then he may be entitled to a merit increase, based upon his performance, at the sole discretion of the Board.
5. **Termination.** This Agreement is subject to termination upon the first of the following to occur:
  - a. **Death or Disability of CEO.** If Employee dies or becomes disabled during the term of this Agreement or any extension thereof, this Agreement shall terminate upon the date of such death or disability. As used herein, disability shall mean any serious health condition that, even with all reasonable accommodation, prohibits Employee from performing his duties for a period in excess of sixty (60) days. In the latter event, the termination date of this Agreement shall be deemed to be the sixtieth (60<sup>th</sup>) day after Employee's absence from his position due to a serious health condition. Upon termination under this provision, Employee, or the personal representative of his estate, shall be entitled to payment of salary and benefits through the date of termination, unused PTO, holidays that occur prior to the date of termination, and such other benefits, if any, payable upon termination pursuant to LTD's personnel policies and employee handbook.
  - b. **Termination For Cause.** The Board may terminate this Agreement or any extension thereof by a vote of five (5) members of the Board who agree that termination is for cause, provided the provisions of this Section 5(b) are satisfied. The term "cause" shall be given the meaning as established under Oregon law, to include malfeasance; illegal or unethical activity; workplace threats, violence, harassment or discrimination; extreme subordination; and excessive deficiencies in performance. Upon his termination for cause, Employee shall be paid his salary and benefits through the date of termination, unused PTO, holidays that occur prior to the date of termination, and such other benefits, if any, payable upon termination pursuant to LTD's personnel policies and employee handbook. In the event of a termination of cause, Employee shall be entitled to and afforded all of his due process rights, including notice of intent to terminate and the right to be heard pursuant to ORS 267.135 (2).

- c. Termination Without Cause. The Board may terminate this Agreement or any extension thereof without cause prior to its termination date at any time by a vote of five (5) members of the Board. In such event, Employee shall receive a severance payment in the amount of six (6) months' salary, plus payment of COBRA premiums for continued same-level health insurance coverage for six (6) months. The severance payment to Employee shall be in lieu of cashing out Employee's accrued PTO balances, and any other benefits to which Employee may be entitled under LTD's personnel policies and employee handbook, and shall, at the Board's discretion, be due and payable: (i) at LTD's standard periods during the six (6) month period following the date of termination; or (ii) in a lump sum.
- d. Termination at the Request of the CEO. Employee may terminate this Agreement or an extension thereof upon sixty (60) days' written notice. Notice of intent to terminate shall be effective upon its delivery to the President of the Board. Upon receipt of such notice, the Board may, in its discretion, choose to terminate the Agreement sooner than sixty (60) days from the date of the notice. In either event, Employee shall be entitled to pay for days actually worked, unused PTO, holidays that occur prior to contract termination, and such other benefits, if any, payable upon termination pursuant to LTD's personnel policies and employee handbook.
- e. Return of LTD Property Upon Termination. On termination of Employee's employment for any reason by either Party, or expiration of this Agreement, Employee shall return all LTD property including without limitation, keys, key cards, access cards, identification cards, security devices, LTD equipment, documents, reports, memoranda, files, manuals, computer equipment, programs, software and discs, and all other items which are the property of LTD.

## 6. Miscellaneous.

- a. Defense and Indemnification. LTD shall defend, hold harmless and indemnify Employee from any and all demands, claims, or lawsuit, arising out of tort, contract or equity, asserted against him in both his individual and his official capacity, provided the incident arose or occurred while Employee was acting within the scope of his employment.
- b. No Assignment. This Agreement is personal to Employee and cannot be assigned by him to any other person.
- c. Notice. All notices required to be given pursuant to this Agreement shall be in writing and addressed to the Parties in the manner set forth below and will be deemed given when either personally delivered or upon delivery (whether or not delivery is accepted) after deposit in the United States mail, postage fully prepaid, certified, return receipt requested. Either Party may change its address by notice given to the other in accordance with this section.

**LTD**

Lane Transit District  
Attn: Board President  
P.O. Box 7070  
Springfield, OR 97475

**Employee**

Jameson Auten

- d. Construction. Each Party intends that this Agreement in all respects shall be deemed and construed to have been prepared mutually by all Parties and it is hereby expressly agreed that any uncertainty or ambiguity existing herein shall not be construed against any Party.
- e. Severability. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
- f. Governing Law; Venue. This Agreement shall be governed by Oregon law, without regard to principles of conflicts of law. The Parties agree that the exclusive venue for any dispute between the Parties to this Agreement shall be in the Lane County Circuit Court or the federal District Court for the District of Oregon sited in Eugene, Oregon.
- g. Attorneys' Fees. If any suit, action, arbitration or other proceeding of any nature whatsoever is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, the prevailing or non-defaulting Party shall be entitled to recover from the losing or defaulting Party its reasonable attorneys' and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge at trial or on appeal in addition to all other amounts provided by law.
- h. Amendments. Any modifications to this Agreement must be made in writing and executed by all Parties.
- i. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall be effective when one or more counterparts have been signed and delivered by LTD and Employee. Electronic signatures shall be valid for all purposes.
- j. Waivers. Failure by either Party to enforce any right under this Agreement shall not be deemed to be a waiver of that right or any other right.

- k. Entire Agreement; Merger. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement hereby replaces and supersedes the Original Agreement, which shall have no further effect as of the Effective Date. This Agreement supersedes any and all prior negotiations, discussions, agreements and understandings between the Parties as of the Effective Date.

**LANE TRANSIT DISTRICT**

**EMPLOYEE**

\_\_\_\_\_  
Gino Grimaldi, President

\_\_\_\_\_  
Jameson Auten

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Lane Transit District Pension Trust Appointment

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Presented by: Jameson T Auten, CEO

and

Kristin Denmark, General Counsel

**ACTION REQUESTED:** Adoption of Resolution No. 2024-04-24-008 Appointing Wendi Frisbie as Trustee to LTD's Pension Trust and Retirement Plan.

To consider appointing Wendi Frisbie, Chief Administrative Officer, as Trustee of the Lane Transit District (LTD) and Amalgamated Transit Unit (ATU), Local No 757 Pension and Lane Transit District Salaried Employees' Retirement Plan to replace Camille Gandolfi as trustee respectively.

Camille Gandolfi resigned as trustee of (a) the Lane Transit District and Amalgamated Transit Union, Local No. 757 Restated Retirement Plan effective April 23, 2024; and (b) the Lane Transit District Salaried Employees' Retirement Plan. Effective April 23, 2024. Staff recommend that Chief of Administration, Wendi Frisbie, be appointed to as trustee.

The Board has appointed a member to serve as trustee to the Lane Transit District/Amalgamated Transit Union Pension Trust and the LTD Salaried Employees Retirement Plan since each plan began. Historically, only the Board President has held this position. On May 21, 2008, the Board changed its policy to allow other members to serve in this role. The Board can choose to adopt the Trustee recommendation as is or appoint an alternative Trustee.

Upon adoption of the resolution, Wendi Frisbie will attend a class in Public Plan Policy Employee Pension and become a Trustee for both the Lane Transit District and Amalgamated Transit Union, Local No. 757 Restated Retirement Plan, and the Lane Transit District Salaried Employees' Retirement Plan.

**PROPOSED MOTION:** I move to adopt Resolution no. 2024-04-24-008 appointing Wendie Frisbie to serve as Trustee to LTD's Pension Trust and Retirement Plan.



**RESOLUTION NO. 2024-04-24-008**

**APPOINTMENT OF WENDI FRISBIE AS TRUSTEE TO OF THE LANE TRANSIT DISTRICT AND AMALGAMATED TRANSIT UNION (ATU), LOCAL NO. 757 PENSION TRUST AND TO THE LANE TRANSIT DISTRICT SALARIED EMPLOYEES' RETIREMENT PLAN**

**WHEREAS**, the prior Trustee resigned from the Lane Transit District and the Amalgamated Transit Union (ATU) Local No. 757 Pension and the Lane Transit District Salaried Employees' Retirement Plan;

**WHEREAS**, It is the responsibility of the Lane Transit District Board to appoint a Trustee to the Amalgamated Transit Union (ATU) Local No. 757 Pension Trust and Lane Transit District;

Salaried Employees' Retirement Plan; and

**WHEREAS**, Wendi Frisbie serves as the Chief of Administration for LTD.

**NOW, THEREFORE, BE IT RESOLVED**, the Lane Transit District Board of Directors appoints Wendi Frisbie as a Trustee to the Amalgamated Transit Union (ATU) Local No. 757 Pension Trust and the Salaried Employees' Retirement Plan; effective immediately;

**ADOPTED BY THE LANE TRANSIT DISTRICT BOARD OF DIRECTORS ON THIS 24 DAY OF APRIL, 2024.**

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Board President, Gino Grimaldi



## Lane Transit District Employee of the Month – April

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**Presented by:** Cosette Rees, Chief Customer Experience

Liz Alpers was hired on December 14, 2015 where she worked as a Bus Operator until moving into Customer Service on April 17, 2022.

Liz spent time communicating with family members regarding a lost passenger. The passenger had medical conditions causing him to become disoriented. Liz was able to locate the individual and with assistance from Operations- helped get the passenger on the bus home.

Liz is not only a great Customer Service Representative but also a great teacher. She often helps passengers and co-workers by not only assisting with whatever the current issue is but will break it down step by step so that the individual can help themselves in the future.



## Lane Transit District Operations Command Center – Project Update

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**Presented by:** Todd R. Smith, Facilities Project Manager

The Operations Command Center (OCC) project is scheduled to commence construction in Fall 2024, with preparations underway this summer to install temporary modular buildings for the Operations department, ensuring smooth transit operations throughout the one-year construction phase. The project update will provide an overview of the OCC project including the project purpose and need, employee engagement in the design process, project scope, budget, schedule, and the anticipated timing of future Board action. Additionally, preliminary project planning identified concerns regarding the deteriorating standing metal seam roofing system on the Glenwood Administration building, prompting its simultaneous replacement. This coordinated approach enables integrated design, construction, and efficient joint bidding, leading to cost savings and enhanced efficiency. Both projects are in the Community Investment Plan, benefiting from an 80% Grant Funded and 20% Local Match funding.





## Lane Transit District Community Resource Liaison Overview

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**Presented by:** Sarah Koski, Community Resource Liaison

When Lane Transit District defines the community we serve, our definition is intentionally inclusive of our entire community. This includes our ability to meaningfully serve, engage, and support all of our community. Everyone has a voice. Everyone is represented.

Over the past year, LTD identified a gap and an opportunity to engage and partner with people who are experiencing homelessness and poverty-related challenges. We lacked the community partnerships, contacts, experiences, and language to engage.

In November, 2023, LTD hired Sarah Koski to fill a new role – Community Resource Liaison. Sarah’s background, including her role as a case manager at the 410 Garfield Safe Sleep Site, have formed a bridge between LTD and some of the most vulnerable people we serve.

In her presentation tonight, Sarah will share some of her background, and just how she’s been effectively building bridges both internally and externally.



# Lane Transit District

## Community Outreach and Communications Assessment

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**Presented By:** Tom Schwetz, Director of Mobility Policy and Planning

Following the completion of six meetings of the Community Steering Council (CSC) formed to provide input on LTD's Community Outreach and Communications Assessment (COCA), InfraStrategies completed a draft Communications Framework which was made available for public review and comment. That comment period ended on April 9, 2024. Staff and the consultant team are in the process of reviewing those comments. The process leading to a requested Board adoption of the Communications Framework will involve:

1. Reconvening the CSC sometime between April 22 and May 10 to get additional feedback on public comments on the Framework,
2. Engaging LTD's Strategic Planning Committee (SPC) at their May 28 meeting to
  - review comments received from the public,
  - review outcomes from the CSC discussion,
  - review a proposed final draft of the Communications Framework, and
  - provide the LTD Board with advice on adoption of the Framework.

Staff would provide these materials to the Board at their June 12 meeting with a request for adoption of the Framework.



## Lane Transit District Lane Transit District Drug and Alcohol Program Policy Revisions

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**ACTION REQUESTED:** Adoption of Resolution No. 2024-04-24-009 Adopting Revisions to the LTD Drug and Alcohol Program Policy.

Lane Transit District's Drug and Alcohol Program Policy has been revised following the Federal Transit Administration's audit which was completed in November, 2023.

**MOTION:** I move to adopt Resolution no. 2024-04-24-009 Adopting revisions to the LTD Drug and Alcohol Program Policy.



**RESOLUTION NO. 2024-04-24-009**

**A RESOLUTION ADOPTING REVISIONS TO THE LANE TRANSIT DISTRICT DRUG AND ALCOHOL PROGRAM POLICY**

**WHEREAS**, the Lane Transit District (LTD) Board of Directors (the Board) adopted the Lane Transit District Drug and Alcohol Program policy effective September 20, 1995;

**WHEREAS**, such policy has been modified and revised by the Board from time to time;

**WHEREAS**, LTD staff proposes the Lane Transit District Drug and Alcohol Program Policy be revised as follows:

- Clarifies all covered employees submit to drug and alcohol tests administered in accordance with Part 655;
- Clarifies illegal drug use is prohibited at all times and specifies marijuana, cocaine, opioids, amphetamines and PCP are illegal drugs;
- Clarifies that a breath alcohol concentration level of 0.02 – 0.039 will be a violation under LTD’s authority and a covered employee with an alcohol concentration of 0.04 will be prohibited from performing safety-sensitive functions;
- Post-accident verbiage was changed from drug and/or alcohol test to drug and alcohol test;
- Clarifies that random, reasonable suspicion, and follow-up alcohol testing are only permissible just before, during and just after the performance of safety-sensitive function;
- Reasonable suspicion determinations are limited to the appearance, behavior speech or body odor of the covered employee;
- “Mass transit vehicle” was replaced by “public transportation vehicle”;
- An eight-hour post-accident time limit was removed;
- Verbiage was added stating random testing will be conducted at all times of day when safety-sensitive functions are performed;
- All other safety-sensitive employees were removed from the policy and the appendix;
- “Urine” was replaced with “drug”;
- Blind sample proficiency testing was removed as it is no longer allowed by DOT;
- 5 days was replaced with 72 hours for an employee to contact the MRO (Medical Review Officer);
- Clarifies when the Breath Alcohol Technician (BAT) and the employee will sign the breath alcohol testing form.

**NOW, THEREFORE, BE IT RESOLVED** that the LTD Board of Directors adopts the Lane Transit District Drug and Alcohol Program Policy as presented.

**ADOPTED BY THE LANE TRANSIT DISTRICT BOARD OF DIRECTORS ON THIS 24 DAY OF April, 2024.**

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Gino Grimaldi, Board President

## LTD DRUG AND ALCOHOL PROGRAM

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Lane Transit District is committed to providing and maintaining a safe and healthy work environment for its employees and a safe and dependable transportation system for the public. It is the intent of this policy to provide and maintain a drug- and alcohol-free workplace in the interest of the health and safety of the District's employees and the public, and to maintain compliance with applicable federal and state laws and regulations.

This policy applies to all District employees and employees of the District's contractors who perform a safety sensitive function for the District. All District positions and the functions performed by individual employees have been reviewed to determine the performance of a safety sensitive function as defined in Appendix A. District positions that require that all employees in the position perform a safety sensitive function are listed in Appendix B.

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

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Under FTA authority, all employees who perform a safety sensitive function are subject to pre-employment drug testing and reasonable suspicion, post-accident, random, return-to-duty, and follow-up drug and alcohol testing.

Any prohibited usage during work hours may be grounds for discipline, up to and including termination. If you become aware of or suspect that another coworker may be under the influence of an intoxicating substance that is impairing the employee's judgment or ability to perform job duties safely, please report the situation to your supervisor immediately.

Compliance with this policy is a condition of employment. Under District authority, any violation of this policy may be subject to employee discipline, up and including suspension and/or termination.

### PROHIBITED BEHAVIOR

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

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- 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.

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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.

Under LTD's authority, a breath alcohol concentration level of 0.02 or greater, or any detectible level of a controlled substance on a drug test, will be considered to be evidence of the presence of alcohol or a prohibited drug in the employee's system.

In accordance with the Drug-Free Workplace Act of 1988, the District prohibits all employees from engaging in the possession, sale, transporting, distribution, manufacture, or use of alcohol, illegal drugs, or any other disabling or controlled substance at any time while on duty and/or on District premises, which include buses or other LTD-owned or -operated vehicle(s), or facilities. An employee who is off duty and is a passenger on a District-owned public transportation vehicle may possess alcohol in sealed containers to the extent that is allowed by law. Employees may possess or exchange alcohol in sealed containers within the employee parking lot of the Glenwood Facility for legitimate personal use off duty and off premises.

FTA regulations require the District to test all District employees who perform a safety sensitive function for prohibited drug use and alcohol misuse. In accordance with FTA regulations, participation in the District's drug and alcohol testing program is a condition of employment for all employees who perform a safety sensitive function. An employee who performs a safety sensitive function who refuses to submit to a drug or alcohol test will be in violation of this policy, and under District authority, may be subject to discipline, up to and including suspension and/or termination.

Marijuana use is still prohibited. Even though the personal use of marijuana for medicinal or non-medicinal purposes may be considered legal in Oregon in some circumstances, it remains illegal under Federal law, and LTD is not required to allow or accommodate an employee's use of marijuana or medical marijuana in the workplace. Employees are strictly prohibited from selling, purchasing, distributing, or using Marijuana on LTD property, in LTD facilities, and at LTD sponsored events, as well as reporting for work under the influence of Marijuana during work hours.

If we believe or learn that you are under the influence of marijuana during work hours, or if a drug test reveals the presence of marijuana in any amount in your system regardless of when you last used it or whether you believe you are impaired at the time, your employment may be terminated. LTD does not accommodate the use of the Marijuana for medicinal purposes. Employees who use Marijuana for medicinal purposes should contact HR for more information about alternative accommodations.

**EXCEPTIONS: CHARITY/FUNDRAISERS**

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An exception may be made for possession of alcohol on District premises in a few circumstances: those where the alcohol is a prize or reward for the purposes of fundraising for a charity. In this circumstance, the alcohol must always be kept in a sealed container and unopened while on District premises. Upon entering District premises, the employee must immediately relinquish possession of the alcohol to the HR & Risk Management Department.

The Drug and Alcohol Program Manager will record that the alcohol is on the premises and place the alcohol in a locked area kept in HR & Risk Management Department. The employee that “wins” the alcohol in the fundraiser may receive the alcohol from HR & Risk Management Department on their way to leave District premises.

**EMPLOYEE ASSISTANCE PROGRAM**

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All employees are encouraged to voluntarily seek assistance in dealing with emotional, physical, or mental health problems, including drug use and/or alcohol misuse, which may adversely affect their job performance. Confidential professional assistance, treatment planning, and rehabilitation services are available by directly contacting the District's employee assistance program (EAP) provider.

An employee who requests assistance from the District for a drug and/or alcohol problem before the problem affects job performance, will not jeopardize their employment solely by requesting and/or receiving assistance to deal with a drug and/or alcohol problem. If an employee does not seek treatment for a drug and/or alcohol problem, and it is found that their performance is being affected, under District authority, the employee may be subject to discipline, up to and including suspension and/or termination.

**PRESCRIPTION/OVER-THE-COUNTER DRUG USE**

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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 **the Risk Manager**. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

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The District may require employees to provide written medical authorization to work from a physician, upon the reporting of the use of prescription or over-the-counter drugs. Under District authority, an employee's failure to report the use of prescription or over-the-counter drugs which have disabling effects or otherwise affect the employee's fitness for duty while at work or failure to provide proper evidence of medical authorization to work may result in discipline, up to and including suspension and/or termination.

**EMPLOYEE RESPONSIBILITY**

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The District expects and requires the support of all employees in meeting its commitment to providing a drug- and alcohol-free work environment. An employee who observes, has knowledge of or reasonable suspicion of another employee in a condition which impairs their ability to perform their job duties or who poses a serious hazard to the safety and welfare of others, must report the information to their immediate supervisor, the employee's supervisor, the Director of HR and Risk Management or the Drug and Alcohol Program Administrator.

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**WORKPLACE DRUG-RELATED CONVICTIONS**

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In accordance with the Drug Free Workplace Act of 1988, the District requires all District employees to report, in writing, to the District, any criminal conviction for a violation of a criminal drug statute occurring in the workplace no later than five days after the conviction. Within ten (10) calendar days of receiving notification of the conviction the District will provide written notification to its federal contracting agencies.

Under its own authority, the District may subject employees convicted of workplace drug related crimes to disciplinary action up to and including suspension and/or termination.

Any disciplinary action will be imposed within 30 days of the District being notified of the conviction.

Employees convicted of workplace drug-related crimes may be required by the District to participate satisfactorily in a drug abuse assistance or rehabilitation program.

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**RIGHT TO INSPECTION**

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When the District has reasonable suspicion to believe an employee is in possession of prohibited controlled substances and/or alcohol on District property, the employee may be requested to permit an inspection of their person, personal property, clothing, or personal vehicle. Employees shall have no reasonable expectation of privacy under these circumstances. The District will have at least one witness present when conducting an inspection of an employee or the employee's personal property, clothing, or vehicle.

Under its own authority, the District may subject employees who refuse to submit to such an inspection to disciplinary action, up to and including suspension and/or termination. The District reserves the right to search District property (i.e. desks, file cabinets, lockers) at any time, and employees shall have no reasonable expectation of privacy with respect to District property.

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**TRAINING**

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In accordance with FTA regulations, all employees who perform a safety sensitive function will be required to attend a minimum of one hour of training regarding the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and the manifestations and behavioral cues that may indicate prohibited drug use. In addition, the District will require all employees who perform a safety sensitive function to attend training regarding the District's Drug and Alcohol Policy and its testing program. Safety sensitive employees are required to receive at least 1 hour of training on the effects of Drug & Alcohol. This occurs during their on-boarding. LTD, at its own discretion, provides refresher training.

In accordance with FTA regulations, all supervisors who are responsible for determining when it is appropriate to administer reasonable suspicion drug and/or alcohol tests will be required to attend a minimum of two hours of training regarding the physical, behavioral, and performance indicators of probable drug use and alcohol misuse.

Under its own authority, the District may require or permit all employees to attend training or educational programs regarding drug and/or alcohol abuse.



## TESTING

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As mandated by Federal regulations and authorized by the FTA, applicants for employment in a safety sensitive position, employees requesting transfer into a safety sensitive position, and employees in a position that requires the performance of a safety sensitive function are required to submit to drug and alcohol testing (pre-employment, reasonable suspicion, post-accident, random, return to duty, and follow-up testing) as a condition of employment with the District. The Department of Transportation (DOT) regulation 49 CFR part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," prescribes the testing methods that will be used, and such testing shall also be consistent with applicable State law.

Any LTD-mandated drug and alcohol testing of safety sensitive employees will be conducted under local authority, using non-DOT CCFs (Custody and Control Form) / ATFs (Alcohol Testing Form).

All drug and alcohol testing will be conducted in a manner that assures a high degree of accuracy and reliability by using the techniques, chain of custody procedures, and equipment and laboratory facilities that have been approved by the U.S. Department of Health and Human Services (DHHS), the DOT, and State law. All drug and alcohol testing that is conducted under District authority also will be conducted in a manner that assures a high degree of accuracy and reliability by using techniques, chain of custody procedures, and equipment and laboratory facilities that are the same as, or comparable to, those approved by DHHS, the DOT, and State law.

All drug and alcohol testing will be conducted in an environment that affords the maximum privacy practicable for the employee being tested. The District will strictly adhere to all standards of confidentiality, maintaining the confidentiality of the employee and the respect for the employee throughout the drug and/or alcohol testing process. Except as otherwise stated by this policy, the District will be responsible for all costs directly associated with the drug and alcohol tests specified in this policy.

Any safety sensitive applicant/employee with a dilute negative test result (creatinine level  $\geq$  5 mg/dL) will be directed by the Drug and Alcohol Program Manager to undergo an immediate second unobserved test.

## TYPES OF TESTING

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### *Pre-employment:*

As authorized by the FTA, all applicants who have been selected for employment in a safety sensitive position must submit to a drug test and have a verified negative test result prior to being assigned to a safety sensitive position. In addition, current employees who are being transferred or promoted into a safety sensitive position from a non-safety sensitive position must submit to a drug test and have a verified negative test result prior to being assigned to a safety sensitive function. If the pre-employment drug test is cancelled, the applicant or employee will be required to submit to another drug test.

Under FTA authority, all applicants who have been conditionally selected for employment in a safety sensitive position pending the outcome of a drug test, and any employee who has been selected to be promoted into a safety sensitive position, must submit to a drug test and have a verified negative test result prior to being hired or assigned to the position. If the pre-employment drug test is cancelled, the applicant or employee will be required to submit to another drug test.

Under FTA authority, failure to obtain a verified negative test result on a pre-employment drug test will disqualify an applicant for employment in, or transfer to, a safety sensitive position. An applicant who has failed a pre-employment drug test will be advised of resources available to evaluate and resolve problems

associated with drug abuse, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

Unless otherwise provided by law, an applicant who has failed a pre-employment drug test will be ineligible to submit another application for employment with the District for a period of six months.

Under FTA authority, applicants who have previously refused or tested positive on a DOT required pre-employment drug test are required to submit documentation supporting their successful completion of the substance abuse professional (SAP) referral, evaluation, and treatment process under section 49 CFR Part 655.62.

An existing safety sensitive employee who has not performed a safety sensitive function for 90 or more consecutive calendar days, and who has been removed from the random testing pool during that time, is required by FTA regulations to submit to a pre-employment drug test and obtain a negative result prior to the reassignment of safety sensitive duties.

#### *Reasonable Suspicion:*

As authorized by the FTA, employees who perform a safety sensitive function will be required to submit to drug testing for drugs and/or alcohol breath testing when there is a reasonable suspicion that the employee is impaired by a prohibited controlled substance or alcohol. Alcohol testing may only take place just before the employee is to perform safety sensitive functions, while the employee is performing safety sensitive functions, or just after the employee has ceased performing safety sensitive functions.

Under District authority, all other District employees will be required to submit to drug testing for controlled substances and/or alcohol breath testing when there is a reasonable suspicion to believe that the employee is impaired by a controlled substance or alcohol.

The determination to require a reasonable suspicion drug and/or alcohol test will be made by a supervisor or manager trained to identify the signs and symptoms of drug use and alcohol misuse. The determination will be based on the supervisor's or manager's specific, contemporaneous (happening now), articulable observations concerning the employee's appearance, behavior, speech, or body odor.

Whenever possible, the determination to require a reasonable suspicion drug and/or alcohol test should be made by the employee's supervisor or manager. If the employee's supervisor or manager is not immediately available, the determination to require a reasonable suspicion drug and/or alcohol test may be made by another trained supervisor or manager within the employee's department, a trained supervisor or manager in another department, or by the Drug and Alcohol Program Administrator.

When an employee has been notified that they will be required to submit to reasonable suspicion drug and/or alcohol testing, they must report immediately to the collection site designated by the District. The employee will not drive themselves to and from the collection site and will instead be transported by the District. The employee will not be permitted to use restroom facilities, consume beverages, or smoke until specimen collection is completed.

#### *Post-accident:*

As authorized by the FTA, drug and alcohol testing is required of all employees who perform a safety sensitive function who are involved in an accident, as defined by FTA regulations, where there is a loss of life. In other nonfatal accidents, drug and alcohol testing is required of an employee who performs a safety sensitive

function unless the employee's performance can be completely discounted as a causative or contributing factor.

FTA regulations define an accident as an occurrence associated with the operation of a vehicle in which:

- An individual dies, or
- An individual suffers a bodily injury and immediately receives medical treatment away from the scene of an accident, or
- One or more of the vehicles involved incurs disabling damage as a result of the occurrence and is transported away from the scene by a tow truck or other vehicle.

An occurrence associated with the operation of a vehicle means that the accident is directly related to the manner in which the driver applied the brake, accelerated, turned the steering wheel, or operated its lift. Disabling damage means damage that precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated.

Following a fatal accident, each surviving safety sensitive employee on duty in the public transportation vehicle at the time of the accident will be subject to drug and alcohol testing. All safety sensitive employees not on the vehicle whose performance could have contributed to the accident, as determined by the District using the best information available at the time of the accident, also will be tested.

Following a nonfatal accident, each safety sensitive employee operating the public transportation vehicle at the time of the accident will be subject to drug and alcohol testing unless the District determines, using the best available information at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. Employees not in the vehicle, whose performances could have contributed to the accident as determined by the District using the best information available at the time of the accident, will be subject to drug and alcohol testing unless their behavior can be completely discounted as a contributing factor to the accident.

Post-accident drug and alcohol tests will be performed as soon as possible following an accident. Drug tests will be performed within 32 hours following the accident. The District will attempt to complete the alcohol test within two hours of the accident. If the District is not able to perform the alcohol test within two hours, it will file a report noting the reason for the delay and continue attempts to complete the test. If the District is not able to complete the alcohol test in eight hours, it will cease attempts to do so and update the two-hour written report. If the employee to be tested was injured in the accident, the requirement to test for drugs and/or alcohol should not delay necessary medical attention, and testing may be administered simultaneously with the employee receiving necessary medical attention.

Any safety sensitive employee involved in an accident must remain readily available for drug and alcohol. The employee is responsible for notifying the District of their location if they leave the scene of the accident prior to submitting to testing. Failure by the employee to remain readily available may be determined to be a refusal to submit to testing.

When an employee has been notified that they will be required to submit to post-accident drug and/or alcohol testing, they must report immediately to the collection site designated by the District. The employee will not drive themselves to and from the collection site, and will instead be transported by the District. The employee will not be permitted to use restroom facilities, consume beverages, or smoke until specimen collection is completed. Post-accident drug and alcohol tests required by this policy are in addition to and/or separate from

any tests conducted for law enforcement purposes. If the District is unable to perform the required FTA tests (i.e., the employee is unconscious, or detained by a law enforcement agency), the District may use the results of a blood or drug test for the use of prohibited drugs and/or the results of a blood or breath test for the misuse of alcohol, conducted by Federal, State, or local officials having independent authority for the test, to meet the testing requirements of the Federal regulations and this policy, provided such tests conform to the applicable Federal, State, or local testing requirements, and that the results of the tests are obtained by the District.

*Random:*

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.

As authorized by the FTA and State law, all employees who perform a safety sensitive function will be subject to random and unannounced drug and/or alcohol testing. A covered employee may be randomly tested for prohibited drug use anytime while on duty. The District will comply with the random selection rate established by the FTA for safety sensitive employees as outlined in 49 CFR Part 655. All employees subject to random selection will have an equal chance of being selected for testing and will remain in the random selection pool even after being tested. The selection method shall be made by scientifically valid methodology and shall be spread reasonably throughout the time safety sensitive functions are performed.

Employees who are subject to random drug and alcohol testing will remain subject to random testing throughout their work shift. If an employee is initially notified that they have been selected for random testing prior to the end of the work shift, the test(s) must be completed, even when such completion has the incidental effect of causing the employee to stay overtime. When an employee has been notified that they have been selected for testing, they must report immediately to the collection site designated by the District. A vehicle for the employee to transport themselves to and from the collection site will be provided by the District. The employee will not be permitted to use restroom facilities, consume beverages, or smoke until specimen collection is completed. Alcohol testing may only take place just before the employee is to perform safety sensitive functions, while the employee is performing safety sensitive functions, or just after the employee has ceased performing safety sensitive functions.

*Return to Duty:*

As authorized by the FTA, 49 CFR, Part 40, Subpart O, and State law, all employees who perform a safety sensitive function and who have previously had a verified positive drug test, an alcohol test result of 0.04 or greater, a refusal to test, or engaged in any activity that violates the FTA regulations, must submit to and receive a verified negative test result on a return-to-duty drug test and/or submit to a breath alcohol test with a result showing an alcohol concentration level of less than 0.02 prior to resuming performance of safety sensitive duties. Return-to-duty testing will not be conducted until after the SAP determines that the employee has completed all education and treatment recommended by the SAP. The FTA requires that return to duty tests be an observed collection.

The District, under its own authority, may require employees returning to work from a positive drug and/or alcohol test to undergo a physical evaluation by a physician of the District's choice and to pass a return-to-duty drug test and/or submit to a breath alcohol test with a result showing an alcohol concentration level of less than 0.02, prior to returning to work.

*Follow-up:*

In accordance with FTA regulations, 49 CFR, Part 40, Subpart O, a safety sensitive employee who has been permitted to return to duty, following a verified positive drug test, an alcohol test result of 0.04 or greater, or a refusal to submit to a test, will be subject to unannounced follow-up drug and/or alcohol testing for at least 12 but not more than 60 months. The frequency and duration of the follow-up testing will be determined by the SAP, with a minimum of six tests during the first 12 months after the covered employee has returned to duty. The FTA requires that follow up tests be an observed collection.

Under District authority, an employee who has been permitted to return to duty, following voluntary treatment for a drug and/or alcohol problem may be required to submit to non- DOT follow-up drug and/or alcohol testing.

When an employee is notified to submit to a follow-up test, they must report immediately to the collection site designated by the District. Transportation to and from the collection site will be provided by the District. The employee will not be permitted to use restroom facilities, consume beverages, or smoke until specimen collection is completed.

Follow-up testing is separate from, and in addition to, all other testing that is conducted as part of the drug and alcohol testing program. If a follow-up test is cancelled, the employee is required to submit to an additional test.

Alcohol testing may only take place just before the employee is to perform safety sensitive functions, while the employee is performing safety sensitive functions, or just after the employee has ceased performing safety sensitive functions.

*Pre-duty Alcohol Use:*

In accordance with FTA regulations, all safety sensitive employees are prohibited from using alcohol within four hours of performing a safety sensitive function. A safety sensitive employee who is requested to report for duty less than four hours prior to the requested report time must inform the District if they have consumed alcohol within four hours of the requested report time. In accordance with FTA regulations, the District shall prohibit the consumption of alcohol for the specified on-call hours of each covered employee who is on call. If an on-call safety sensitive employee informs the District of their use of alcohol and claims they has the ability to safely perform their safety sensitive function, the employee will be allowed to submit to a breath alcohol test. If the employee's breath alcohol concentration level measures less than 0.02, the employee will be allowed to perform their safety sensitive function.

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**DRUG TESTING PROCEDURES**

In accordance with FTA regulations and State law, drug and alcohol testing procedures for specimen collection, chain of custody of specimens, laboratory analysis procedures, and quality control requirements will be in accordance with the United States Department of Health and Human Services, Mandatory Guidelines for Federal Workplace Drug Testing Programs; Final Guidelines, and the Provisions Set Forth in 49 CFR Part 40; Procedures for Transportation Workplace Drug and Alcohol Testing Programs, Final Rule, and Oregon State law. A copy of 49 CFR, Part 40 is available in the HR and Risk Management Department.

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Specimen (drug and/or saliva) testing will be conducted for:

- Marijuana
- Cocaine
- Opioids
- Phencyclidine
- Amphetamines

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#### OBSERVED COLLECTIONS

In accordance with FTA regulations, with regards to a drug test conducted for a safety sensitive employee, in the following circumstances, collection site personnel must observe a second drug collection immediately after the first collection:

- The employee has presented a drug sample that falls outside the normal temperature range (90.0 to 100.0).
- The collector observes conduct or materials that clearly indicate an attempt to substitute or adulterate the sample.
- The original specimen appears to be tampered with (e.g., blue dye in the specimen, excessive foaming when shaken, and smell of bleach).

In the following circumstances, the medical review officer (MRO) will direct the District to require the employee to be subject to an immediate retest under direct observation:

- The laboratory reported that the specimen was invalid, and the MRO determined that there was not an adequate medical explanation for the result.
- If a specimen was negative-dilute with a creatine level of greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL.
- The MRO had to cancel a test when the primary specimen was verified as positive, adulterated, or substituted because the split was unavailable for testing.

If an employee has previously been determined to have used a controlled substance without medical authorization, and the particular test is being conducted under the FTA regulation as a return-to-duty or follow-up test, the collection is required to be observed.

In accordance with Federal regulations, employees having observed collections must be instructed to raise clothing just above the navel; lower clothing to mid-thigh; then turn around to show the same gender observers that they do not have prosthetic devices for beating the tests. If no device is detected, the employee is permitted to return clothing to its proper observed collection position. Then the observed collection will take place.

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#### RETURN TO DUTY AFTER SPECIMEN COLLECTION

Under District authority, a safety sensitive employee who is required to submit to random or follow-up drug testing may be returned to duty immediately following specimen collection. If the employee is also subject to random or follow-up alcohol testing, the employee's return to duty will be dependent upon the outcome of the breath alcohol testing. Under District authority, a safety sensitive employee who is required to submit to a reasonable suspicion or post-accident drug test will not be permitted to return to duty and will be placed on a paid leave pending the receipt by the District of a verified negative test result.

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Under District authority, a non-safety sensitive employee who is required to submit to a reasonable suspicion drug test will not be permitted to return to duty and will be placed on a paid leave pending the receipt by the District of a verified test result.

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#### THE ROLE OF THE MEDICAL REVIEW OFFICER (MRO)

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For safety sensitive employee testing, an MRO is required to verify positive test results and facilitate the split sample process. An MRO is defined by the FTA as a licensed physician responsible for receiving laboratory results generated by an employer’s drug testing program who has knowledge of substance abuse disorders. The MRO shall communicate all verified positive test results to the employee and to the District.

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#### DRUG TEST RESULTS

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All drug test results will be reported by the testing laboratory to a qualified MRO designated by the District. The MRO will be responsible for verifying and validating drug test results. The MRO will review and interpret the employee’s confirmed positive drug test result by reviewing the individual’s medical history and affording the employee an opportunity to offer any clarifying information that would explain a positive test result.

The MRO will report each verified test result to the District and will notify each employee who has a verified positive test result. The MRO may verify a test as positive without having communicated directly with the employee if: the employee expressly declines the opportunity to discuss the test; neither the MRO nor the District has been able to contact the employee within 10 days of the date on which the MRO receives the confirmed positive test result from the laboratory; or the District has contacted the employee and directed the employee to contact the MRO, and more than 72 hours have passed since the date the employee was contacted by the District.

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#### POSITIVE DRUG TEST RESULTS

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An employee who has a verified positive drug test result will be immediately removed from their safety sensitive position, advised of resources available to evaluate and resolve problems associated with drug abuse, and be evaluated by a substance abuse professional (SAP). Under District authority, the employee will be placed on an unpaid leave of absence pending the results of the evaluation by the SAP and may be subject to discipline, up to and including suspension and/or termination. A “verified positive drug test” means an initial positive result that has been validated by a second confirmatory positive drug test.

An employee who has a verified positive drug test result will have 72 hours, including holidays and weekends, from the time of notification by the MRO or the District, whichever occurs first, in which to request that the split specimen be analyzed at a different DHHS-approved laboratory. The employee will not be responsible for paying the cost of the split sample testing prior to the test being conducted. However, the District reserves the right to seek reimbursement from the employee. The request by an employee for an analysis of the split specimen will not delay the removal of the employee from their safety sensitive position. If the result of the test of the split specimen fails to confirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the employee will be returned to duty and will be compensated for time or benefits lost as a result of being placed on an unpaid leave of absence.

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## NEGATIVE – WITH A SAFETY CONCERN DRUG TEST RESULTS

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In the event that an employee has a positive test result, the MRO will contact the employee directly, on a confidential basis, to complete an interview to determine if there is a legitimate medical explanation for the test result. If there is a legitimate explanation, the employee will have 5 days (including holidays and weekends) from the time notified by the MRO to have the prescribing doctor contact the MRO to determine the validity of the prescription and check if the medication can be changed to one that does not cause the employee to pose a significant safety risk. If, after speaking to the prescribing physician, the prescription is verified but the MRO still believes that the employee poses a significant safety risk, the MRO will report a negative – with a safety concern result to LTD.

What constitutes a valid prescription?

- Current – must not be expired (prescribed within the last 12 months)
- In the employee’s name.
- Recognized as legal by the federal government.
- Medical marijuana is not recognized by the federal government.
- Medicines containing alcohol are specifically prohibited.
- Notify the Drug & Alcohol Program Manager for additional information.

If the employee’s valid prescription raises safety concerns with the MRO, the employee may be reported as “Negative – with a safety concern”. In the event that LTD receives notification from the MRO that an employee has a drug test result marked as Negative - with a safety concern the employee will be removed from safety sensitive job functions and be given the opportunity to address this issue with their medical provider and the MRO.

Possible outcomes of a Negative – with a safety concern:

- Without agreement between the prescribing healthcare provider and the MRO stating that the individual can safely perform work duties while taking the prescribed medication, the individual may be deemed medically unqualified to perform essential duties of the position and subject to termination.
- With the agreement between the prescribing healthcare provider and the MRO, the individual may be deemed medically qualified to maintain employment in a DOT safety-sensitive position.
- Under District authority, the employee may be subject to a medical examination prior to returning to safety-sensitive job functions.

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## BREATH ALCOHOL TESTING PROCEDURES

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All breath specimen collection must be collected through the use of an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration. The breath alcohol tests will be conducted by a trained breath alcohol technician (BAT) at a site that provides visual and auditory privacy to the covered employee being tested to the greatest extent practicable. Prior to specimen collection, the employee must complete, date, and sign a breath alcohol testing form indicating that the employee is present. The BAT will conduct an initial screening test, requiring the employee to blow forcefully into a disposable mouthpiece attached to the EBT, for at least six seconds or until an adequate amount of breath has been obtained. Following the initial screening test, the BAT will show the employee the result displayed on the EBT or the printed result and sign the form.

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Revised: 4/17/2024  
Effective Date:9/20/ 1995



If the result of the initial screening test is an alcohol concentration of 0.02 or greater, a confirmation test will be conducted. The confirmation test will be conducted at least 15 minutes after the completion of the initial screening test. The employee must remain in the presence of the BAT during the waiting period. The confirmation test will be conducted using the same procedures as the initial screening test. A new mouthpiece will be used. Before the confirmation test is administered, the BAT will conduct an air blank test on the EBT.

If the results of the initial screening test and the confirmation test are not identical, the confirmation test result will be deemed to be the final result.

Following the completion of a breath alcohol test, the BAT will be required to sign and date the breath alcohol testing form (ATF) certifying that the results shown belong to the employee being tested. The employee will be directed to sign the ATF if the confirmation test is greater than 0.02. The BAT will be responsible for transmitting all test results to the District in a confidential manner. If an employee attempts and fails to provide an adequate amount of breath, the BAT will note this on the alcohol testing form and notify the District. The employee will be required to submit to a medical evaluation, by a physician of the District's choice, concerning the employee's medical ability to provide an adequate amount of breath. If no valid medical reason is determined, then the employee's inability to provide an adequate amount of breath will be considered to be a refusal to submit to a test.

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#### BREATH ALCOHOL TEST RESULTS

If the results of the breath alcohol test are below 0.02, the employee may be returned to work immediately.

Under District authority, a confirmed alcohol concentration of 0.02 or greater will be considered a positive breath alcohol test result and a violation of this policy.

As required by the FTA, if the results of the breath alcohol test are 0.02 or greater but less than 0.04, the employee will not be permitted to return to duty until the start of their next regularly scheduled shift and not less than eight hours following the test. Under District authority, the employee may be subject to discipline, up to and including suspension and/or termination. As required by the FTA, if the results of the breath alcohol test are 0.04 or greater, the employee will be immediately removed from their safety sensitive position, advised of the resources available to evaluate and resolve problems associated with alcohol misuse, and be evaluated by an SAP. Under District authority, the employee will be placed on an unpaid leave of absence pending the results of the evaluation by the SAP and may be subject to discipline, up to and including suspension and/or termination.

An employee with a breath alcohol concentration level of 0.02 or greater will be provided transportation to their residence. If the employee insists on driving, law enforcement will be notified.

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#### REFUSAL TO SUBMIT TO A TEST

In accordance with FTA regulations and State law, an employee who is determined to have a test refusal will be immediately removed from their safety sensitive position, advised of resources available to evaluate and resolve problems associated with drug abuse, and be evaluated by an SAP.

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**Under District authority, the employee will be placed on an unpaid leave of absence pending the results of the evaluation by the SAP and may be subject to discipline, up to and including suspension and/or termination.**

A determination of an employee's test refusal includes the following:

- Failure to provide sufficient quantities of breath or drug to be tested without a valid medical explanation.
- Failure to provide a breath or drug specimen in alcohol and drug testing.
- Failure to undergo a medical examination or evaluation as directed by the MRO or designated employer representative DER.
- The MRO reports a verified adulterated or substituted test result.
- Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by Lane Transit District.
- Failure to remain at the collection site until the collection process has been completed.
- Failure to permit direct observation or monitoring of the provision of a specimen for a drug test when a direct observation or monitoring is required.
- Failure or decline to take a second test when directed by the collector or the District.
- Failure to cooperate with any part of the testing process (e.g., refusal to empty pockets when directed by the collector; behaving in a confrontational way that disrupts the collection process; failing to wash hands after being directed to do so by the collector).
- Refusal to sign the certification at Step 2 of the Alcohol Testing Form.
- Leaving the scene of an accident without authorization before the tests have been conducted.
- For an observed collection, failure to follow the observer's instructions to raise clothing above the waist, lower clothing, and underpants, and turn around to permit the observer determine if employee has any type of prosthetic or other device that could be used to interfere with the collection process.
- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
- Admitting to the collector or MRO that the employee adulterated or substituted the specimen.

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## DISCIPLINE

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Compliance with the District's Drug and Alcohol Policy is a condition of employment for all employees. For employees who are represented by ATU 757, a violation of any part of the District's Drug and Alcohol Policy will result in discipline as provided in the Labor Agreement. For all other employees, a violation of any part of the District's Drug and Alcohol Policy will result in discipline, up to and including suspension and/or termination. Factors that the District may consider regarding the severity of disciplinary action include, but are not necessarily limited to, the covered employee's conduct that prompted the application of this policy, the covered employee's work record, the degree of impairment, the potential for consequences arising from the covered employee's actions, and the drug and/or alcohol test results. Any employee with a verified positive on a Post-Accident, Return-to-Duty or Follow-up drug and/or alcohol test will be subject to additional discipline, up to and including termination.

Employees who are terminated as a result of violating this Drug and Alcohol policy will be provided with a list of the resources available in evaluating and resolving problems associated with the use of illicit drugs and/or misuse of alcohol and will have access to the District's current Employee Assistance Program (EAP). Access to

the EAP program will be limited to treatment directly related to the drug and/or alcohol problem and is available for a time period not to exceed 60 days.

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#### THE ROLE OF THE SUBSTANCE ABUSE PROFESSIONAL (SAP)

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An SAP is a professional who can determine what assistance an individual needs in resolving problems associated with prohibited drug use and/or alcohol misuse. The evaluation will consist of a clinical assessment, treatment recommendations, and referrals, as appropriate. The SAP will inform the District, in writing, of the clinical assessment-based treatment recommendations, which must be complied with. In addition, the SAP will specify the duration and frequency of follow-up drug and/or alcohol tests. The SAP's evaluations, assessment, treatment recommendations, referrals, and follow-up testing recommendations will be in accordance with 49 CFR, Part 40.

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#### REQUIRED TREATMENT

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If the SAP determines that an employee has successfully demonstrated compliance with the education and treatment required by the SAP but has not completed the full regimen of education and treatment (e.g., ongoing out-patient treatment), the employee may be eligible to return to duty.

Work absences for the continued education and treatment required by the SAP may qualify for available sick leave benefits and/or personal medical leave, provided the employee is following the prescribed treatment program. If sick leave and personal medical leave have been exhausted, the employee may be placed on a medical leave of absence without pay. If the District is notified by the SAP that the employee is not complying with the ongoing education and treatment requirements, the employee will be immediately removed from their safety sensitive position. Under District authority, the employee will be placed on an unpaid leave of absence and may be subject to discipline, up to and including suspension and/or termination.

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#### WORKING CONDITIONS

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The presence or treatment of a substance abuse problem does not excuse an employee from meeting performance, safety, or attendance standards or following other District instructions. In no circumstances may an employee invoke protection under this policy as a means to avoid disciplinary actions resulting from poor work performance or misconduct at work. A voluntary request for assistance will not shield an employee from disciplinary action resulting from on-the-job conduct or work performance. Employees remain responsible for their on-the-job conduct and work performance.

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#### RETURN TO WORK AGREEMENT

Under District authority, an employee who has a verified positive drug test, has a confirmed breath alcohol concentration level of 0.04 or greater, or who is referred to drug and/or alcohol treatment that requires them to be away from work, will be required to sign a return-to-work agreement prior to being permitted to return to duty. The agreement may include, but is not limited to, the following requirements:

- A release to work statement from an approved treatment specialist.
- A negative test for drugs and/or alcohol.
- An agreement to follow-up testing.

- A statement of expected work-related behaviors.
- An agreement to follow specified aftercare requirements.
- An expressed understanding that violation of the return-to-work agreement may result in discipline, up to and including suspension and/or termination.

The return-to-work agreement is not a guarantee of continued employment. Employees working under a return-to-work agreement must also follow all other District policies and procedures.

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#### CONFIDENTIALITY

The District will maintain all records regarding the drug and/or alcohol testing of employees in a secure manner so that the disclosure of information to unauthorized persons does not occur. In accordance with FTA regulations, drug and/or alcohol test results will be released only under the following circumstances:

- Upon written request, employees will be provided access and/or copies of any records relating to their test(s).
- Upon specific, written request of an employee, information and/or copies of records regarding an employee's test results will be released to a third party.
- When requested, information related to a test result may be disclosed to a decision maker in a lawsuit, grievance, or other proceeding, initiated by or on behalf of the employee tested.
- Upon receipt of an order of a court of competent jurisdiction for criminal or civil action resulting from an employee's performance of safety sensitive duties, test results will be released to the decision maker in the proceeding with the binding stipulation that the decision maker will make it available only to parties to the proceeding.
- Upon request of DOT agency representatives, all drug and alcohol program records that are required by 49 CFR, Part 40 and DOT agency regulations will be provided to the agency representatives.

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#### PROGRAM ADMINISTRATION

The District's Drug and Alcohol Testing Policy and Program are administered by the designated Drug and Alcohol Program Administrator. Additional information regarding this policy or the program is available by contacting the Drug and Alcohol Program Administrator in the HR & Risk Management Department at 541-682-6134. All records will be maintained in accordance with 49 CFR, Parts 40 and 655.

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#### MAINTENANCE

The Director of [HR-Human Resources](#) & Risk Management is responsible for monitoring the application and revision of this policy.

[Original Document: 9/20/1995](#)

Document Revisions:

[Revised: 02/16/2000](#)

[Revised: 10/20/2004](#)

[Revised: 03/19/2008](#)

[Revised: 05/21/2008](#)

[Revised: 07/30/2008](#)

[Revised: 09/15/2010](#)

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[Revised: 04/11/2016](#)  
[Revised: 01/17/2018](#)  
[Revised: 09/19/2018](#)  
[Revised: 09/18/2019](#)

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## APPENDIX A

### Terms and Definitions

**Alcohol** As defined by the FTA, the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl or isopropyl alcohol. As agreed, upon by the District and the Amalgamated Transit Union, Local 757, alcohol means any alcoholic beverage containing more than one half of one percent alcohol by volume, and every liquid or solid, patented or not, containing alcohol, and capable of being consumed by a human being.

**Alcohol Use** The consumption of any beverage, mixture, or preparation, including any medication that contains alcohol.

**Breath Alcohol Technician (BAT)** An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

**Chain of Custody** Procedures to account for the integrity of each drug specimen by tracking its handling and storage from the point of specimen collection to final disposition. These procedures require that an appropriate drug testing custody form be used at the time of collection to receipt by the laboratory and that upon receipt by the laboratory (an) appropriate chain of custody form(s) account(s) for the sample within the laboratory.

**Controlled Substance** As agreed upon by the District and the Amalgamated Transit Union, Local 757, controlled substance means any drug or its immediate precursor classified in Schedules I through V under the Federal Controlled Substances Act, 21 USC Sections 811 to 812, as modified under ORS 475.035. The use of the term "precursor" in this subsection does not control and is not controlled by the use of the term "precursor" in ORS 475.940, 475.950, and 475.955. In addition, manufactured drugs recognized by health and law enforcement agencies that are not included in Schedules I through V under the Federal Controlled Substances Act, 21 USC Sections 811 to 812, as modified under ORS 475.035 are considered to be controlled substances.

**Designated Employer Representative** The liaison with drug and alcohol testing service agents.

**Medical Review Officer** A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results together with their medical history and any other relevant biomedical information.






**Over-the-Counter Drugs/Medications** Those drugs/medications which are legally available without a prescription.

**Performing a Safety Sensitive Function** An employee is considered to be performing a safety sensitive function and includes any period in which they are actually performing, ready to perform, or immediately available to perform such functions.

**Prescription Drugs/Medications** Those drugs/medications which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

**Safety Sensitive Function**

Any of the following duties:

-  Operating a revenue service vehicle, including when not in revenue service
-  Operating a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License (CDL)
-  Controlling dispatch or movement of a revenue service vehicle
-  Maintaining (including repairs, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service.
-  Carrying a firearm for security purposes

**Safety Sensitive Position** A position or job category that requires the performance of a safety sensitive function. A list of safety sensitive positions at Lane Transit District, as defined by the federal regulations, is attached to this policy.

**Substance Abuse Professional** A licensed physician (medical doctor or doctor of osteopathy); or a licensed or certified psychologist, social worker, employee assistance professional or a state licensed marriage/family therapist; or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission, or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse); with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

## APPENDIX B

### Safety Sensitive Positions

Employees in the following positions are required to perform safety sensitive functions as defined in the Federal Drug and Alcohol regulations:

- Bus Operator
- Equipment Detail Technician
- General Service Worker
- Journeyman Mechanic
- Journeyman Tire Specialist
- Transit Operations Supervisor



## ACKNOWLEDGEMENT FORM

**All employees are expected to read the policies outlined in this Employee Handbook. Your lack of knowledge or understanding about these policies and expectations will not be an excuse for your failure to follow them as expected.**

LTD policies and other related documents do not form a contract of employment and are not a guarantee of the conditions and benefits that are described within them. LTD may, at any time, change, add to, or delete policies and procedures without prior notice to you and without your consent. Violations of LTD rules, policies, or procedures, regardless of whether they are contained in this Employee Handbook or not, may lead to discipline, up to and including termination. If you have any questions about the information contained in this Employee Handbook, please speak with your supervisor.

**At-Will Employees:** By signing below, I acknowledge my understanding that I am an at-will employee and that LTD may terminate my employment with or without notice and for any reason or no reason in compliance with federal and state law. My employment has no definite term or duration and will last only so long as either LTD or I desire to continue in this relationship. I also understand that, for so long as I am covered by this Employee Handbook, no representative of LTD other than the CEO has the authority, either orally, in writing or by conduct, to enter into an agreement with me that in any way changes the at-will status of my employment.

**ATU Employees:** By signing below, I acknowledge that I am an at-will employee and that LTD may terminate my employment with or without notice and for any reason or no reason in compliance with federal and state law without having to give me advance notice, reasons, or grounds. My employment has no definite term or duration and will last only so long as either LTD or I desire to continue in this relationship. All ATU employees are eligible to have a meeting, attended by an ATU representative, before any dismissal. The dismissal, should it occur, is not subject to the grievance process.

I understand that the terms and conditions of my employment will be governed by this Employee Handbook, other LTD policies and procedures not specifically outlined here, expectations set by Executive Team, and any valid collective bargaining agreement that may exist.

**By signing below, I confirm that I received a copy of this Employee Handbook and was given an opportunity to ask questions. I understand that I will be held accountable for the performance and conduct expectations in this Handbook and to the other expectations and directions LTD may set for me.**

Employee Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

#### LIGHT-DUTY ASSIGNMENTS ARE TEMPORARY

*All assignments to light duty positions are limited in number, temporary with each assignment lasting no more than 12 weeks at a time, and subject to change without notice.* Once a light duty term expires or the employee is able to return to other duties, other workers injured on the job, disabled workers, and other employees needing a light duty assignment will be considered for the limited duration positions. Assignment to a light duty position for one 12-week temporary term does not guarantee re-assignment into the same position or assignment to any other available modified duty positions in the future. Similarly, the assignment of light duty tasks to one employee does not guarantee that light duty will be provided to other employees – it depends entirely on our business needs.

#### WE RETAIN DISCRETION TO DETERMINE LIGHT-DUTY ASSIGNMENTS

We will, at our sole discretion, determine the number, nature, scope, and duration of all available restricted or light duty positions, as well as which employees will be assigned to work them, and the positions themselves are subject to change with or without notice. Even if working in a light duty position, you are still subject to layoff like all other employees.

If an appropriate light duty job is available, whether it is a modified version of your regular job or another light duty job, you must report for work at the time and place designated by your supervisor. The pay rate for the light duty position may be adjusted to reflect the actual job duties performed and other market considerations, which may mean that the new rate is less than your original position.

#### WORKING WITHIN YOUR WORK RESTRICTIONS

Notify Risk Manager at once if and when your restrictions change and give HR a copy of the new medical release. We will re-evaluate our ability to provide temporary modified work or light duty and to increase or decrease the job responsibilities based on the restrictions outlined by your physician.

To further ensure that employees are working safely and in accordance with established safety guidelines, **employees are required to adhere strictly to all medical restrictions a health care provider may have outlined and not work beyond those restrictions under any circumstances.** Employees are also prohibited from performing their regular job duties while knowingly injured, hurt, or otherwise incapable of performing tasks safely without risk of injury to the employee or others. **Work safely, not painfully.**

#### REQUESTING REINSTATEMENT

When you are released to return to work following an on-the-job injury or illness, you must request to return to work within seven (7) days after receiving notice by certified mail from our workers' compensation insurer that you have been released to return to work. Regardless of the reason for your need for light duty, we may request a fitness for duty evaluation prior to reinstating you to the full duties of your former position. HR will notify you if a fitness for duty evaluation is required. If you refuse an available and suitable position or fail to make a timely request to return, you may lose your right to reinstatement and reemployment.

#### LTD DRUG AND ALCOHOL PROGRAM

Effective: 09/20/1995

Revised: 02/16/2000

Revised: 10/20/2004

Revised: 03/19/2008

Revised: 05/21/2008

Revised: 07/30/2008

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Revised: 09/15/2010  
Revised: 04/11/2016  
Revised: 01/17/2018  
Revised: 09/19/2018  
Revised: 09/18/2019  
Revised: 04/17/2024

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Lane Transit District is committed to providing and maintaining a safe and healthy work environment for its employees and a safe and dependable transportation system for the public. It is the intent of this policy to provide and maintain a drug- and alcohol-free workplace in the interest of the health and safety of the District's employees and the public, and to maintain compliance with applicable federal and state laws and regulations.

This policy applies to all District employees and employees of the District's contractors who perform a safety sensitive function for the District. All District positions and the functions performed by individual employees have been reviewed to determine the performance of a safety sensitive function as defined in Appendix A. District positions that require that all employees in the position perform a safety sensitive function are listed in Appendix B. ~~In addition, individual employees who perform a safety sensitive function, even though others in their position do not, also are listed in Appendix B.~~

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

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Under FTA authority, all employees who perform a safety sensitive function are subject to pre-employment drug testing and reasonable suspicion, post-accident, random, return-to-duty, and follow-up drug and alcohol testing.

~~Under District authority, all other safety sensitive employees are subject to pre-employment drug testing and reasonable suspicion, post-accident, return-to-duty, and follow-up drug and alcohol testing. Non-safety sensitive employees are subject to reasonable suspicion testing.~~

Any prohibited usage during work hours may be grounds for discipline, up to and including termination. If you become aware of or suspect that another coworker may be under the influence of an intoxicating substance that is impairing the employee's judgment or ability to perform job duties safely, please report the situation to your supervisor immediately.

Compliance with this policy is a condition of employment. Under District authority, any violation of this policy may be subject to employee discipline, up and including suspension and/or termination.

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#### 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.

The District expects and requires all employees to report to work in an appropriate mental and physical condition to work safely and effectively. No employee shall report to work or engage in work while having the presence of alcohol, illegal drugs, or any other disabling or controlled substance in their system. Prohibited drugs include all forms of narcotics, hallucinogens, depressants, stimulants, and other drugs whose use, possession, or transfer is restricted or prohibited by law ("controlled substance"). A Under LTD's authority, a breath alcohol concentration level of 0.02 or greater, or any detectible level of a controlled substance on a drug test, will be considered to be evidence of the presence of alcohol or a prohibited drug in the employee's system.

In accordance with the Drug-Free Workplace Act of 1988, the District prohibits all employees from engaging in the possession, sale, transporting, distribution, manufacture, or use of alcohol, illegal drugs, or any other disabling or controlled substance at any time while on duty and/or on District premises, which include buses or other LTD-owned or -operated vehicle(s), or facilities. An employee who is off duty and is a passenger on a District-owned public transportation vehicle may possess alcohol in sealed containers to the extent that is allowed by law. Employees may possess or exchange alcohol in sealed containers within the employee parking lot of the Glenwood Facility for legitimate personal use off duty and off premises.

In accordance with Federal Transit Administration (FTA) regulation 49 CFR, part 655, employees are prohibited from performing a safety sensitive function with a breath alcohol concentration level of 0.04 or greater. Safety sensitive employees who are found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not be permitted to continue safety sensitive functions, until: (1) the employee's alcohol concentration measures less than 0.02; or (2) the start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test. In addition, employees must not consume alcohol while performing a safety sensitive function and must not consume alcohol four hours prior to performing a safety sensitive function and up to eight hours following an accident or until the employee undergoes a post-accident drug and/or alcohol test, whichever occurs first.

In accordance with FTA regulation 49 CFR, part 655, the use and ingestion of prohibited drugs (marijuana, cocaine, opioids, amphetamines, or phencyclidine) by employees who perform a safety sensitive function, is prohibited at all times.

FTA regulations require the District to test all District employees who perform a safety sensitive function for prohibited drug use and alcohol misuse. In accordance with FTA regulations, participation in the District's drug and alcohol testing program is a condition of employment for all employees who perform a safety sensitive function. An employee who performs a safety sensitive function who refuses to submit to a drug or alcohol test will be in violation of this policy, and under District authority, may be subject to discipline, up to and including suspension and/or termination.

Marijuana use is still prohibited. Even though the personal use of marijuana for medicinal or non-medicinal purposes may be considered legal in Oregon in some circumstances, it remains illegal under Federal law, and

LTD is not required to allow or accommodate an employee's use of marijuana or medical marijuana in the workplace. Employees are strictly prohibited from selling, purchasing, distributing, or using Marijuana on LTD property, in LTD facilities, and at LTD sponsored events, as well as reporting for work under the influence of Marijuana during work hours.

If we believe or learn that you are under the influence of marijuana during work hours, or if a drug test reveals the presence of marijuana in any amount in your system regardless of when you last used it or whether you believe you are impaired at the time, your employment may be terminated. LTD does not accommodate the use of the Marijuana for medicinal purposes. Employees who use Marijuana for medicinal purposes should contact HR for more information about alternative accommodations.

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#### EXCEPTIONS: CHARITY/FUNDRAISERS

An exception may be made for possession of alcohol on District premises in a few circumstances: those where the alcohol is a prize or reward for the purposes of fundraising for a charity. In this circumstance, the alcohol must always be kept in a sealed container and unopened while on District premises. Upon entering District premises, the employee must immediately relinquish possession of the alcohol to the HR & Risk Management Department.

The Drug and Alcohol Program Manager will record that the alcohol is on the premises and place the alcohol in a locked area kept in HR & Risk Management Department. The employee that "wins" the alcohol in the fundraiser may receive the alcohol from HR & Risk Management Department on their way to leave District premises.

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#### EMPLOYEE ASSISTANCE PROGRAM

All employees are encouraged to voluntarily seek assistance in dealing with emotional, physical, or mental health problems, including drug use and/or alcohol misuse, which may adversely affect their job performance. Confidential professional assistance, treatment planning, and rehabilitation services are available by directly contacting the District's employee assistance program (EAP) provider.

An employee who requests assistance from the District for a drug and/or alcohol problem before the problem affects job performance, will not jeopardize their employment solely by requesting and/or receiving assistance to deal with a drug and/or alcohol problem. If an employee does not seek treatment for a drug and/or alcohol problem, and it is found that their performance is being affected, under District authority, the employee may be subject to discipline, up to and including suspension and/or termination.

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#### PRESCRIPTION/OVER-THE-COUNTER 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 the Risk Manager. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

District employees may possess and use medically authorized prescription or over-the-counter drugs at work as long as the prescription or over-the-counter drugs do not have disabling effects or otherwise affect the covered employee's fitness for duty or job performance. Employees must report the use of prescription or over-the-counter drugs that could have a disabling effect or otherwise adversely affect the employee's fitness

for duty or job performance, or which may cause a risk of danger to the employee or others, to their immediate supervisor. It is the employee's responsibility to determine from the physician, pharmacist, or other health care professional whether or not the prescribed or over-the-counter drugs could adversely affect the employee's fitness for duty or job performance.

The District may require employees to provide written medical authorization to work from a physician, upon the reporting of the use of prescription or over-the-counter drugs. Under District authority, an employee's failure to report the use of prescription or over-the-counter drugs which have disabling effects or otherwise affect the employee's fitness for duty while at work or failure to provide proper evidence of medical authorization to work may result in discipline, up to and including suspension and/or termination.

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#### EMPLOYEE RESPONSIBILITY

The District expects and requires the support of all employees in meeting its commitment to providing a drug- and alcohol-free work environment. An employee who observes, has knowledge of or reasonable suspicion of another employee in a condition which impairs their ability to perform their job duties or who poses a serious hazard to the safety and welfare of others, must report the information to their immediate supervisor, the employee's supervisor, the Director of HR and Risk Management or the Drug and Alcohol Program Administrator.

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#### WORKPLACE DRUG-RELATED CONVICTIONS

In accordance with the Drug Free Workplace Act of 1988, the District requires all District employees to report, in writing, to the District, any criminal conviction for a violation of a criminal drug statute occurring in the workplace no later than five days after the conviction. Within ten (10) calendar days of receiving notification of the conviction the District will provide written notification to its federal contracting agencies.

Under its own authority, the District may subject employees convicted of workplace drug related crimes to disciplinary action up to and including suspension and/or termination.

Any disciplinary action will be imposed within 30 days of the District being notified of the conviction.

Employees convicted of workplace drug-related crimes may be required by the District to participate satisfactorily in a drug abuse assistance or rehabilitation program.

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#### RIGHT TO INSPECTION

When the District has reasonable suspicion to believe an employee is in possession of prohibited controlled substances and/or alcohol on District property, the employee may be requested to permit an inspection of their person, personal property, clothing, or personal vehicle. Employees shall have no reasonable expectation of privacy under these circumstances. The District will have at least one witness present when conducting an inspection of an employee or the employee's personal property, clothing, or vehicle.

Under its own authority, the District may subject employees who refuse to submit to such an inspection to disciplinary action, up to and including suspension and/or termination. The District reserves the right to search District property (i.e. desks, file cabinets, lockers) at any time, and employees shall have no reasonable expectation of privacy with respect to District property.

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#### TRAINING

In accordance with FTA regulations, all employees who perform a safety sensitive function will be required to attend a minimum of one hour of training regarding the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and the manifestations and behavioral cues that may indicate prohibited drug use. In addition, the District will require all employees who perform a safety sensitive function to attend training regarding the District's Drug and Alcohol Policy and its testing program. Safety sensitive employees are required to receive at least 1 hour of training on the effects of Drug & Alcohol. This occurs during their on-boarding. LTD, at its own discretion, provides refresher training.

In accordance with FTA regulations, all supervisors who are responsible for determining when it is appropriate to administer reasonable suspicion drug and/or alcohol tests will be required to attend a minimum of two hours of training regarding the physical, behavioral, and performance indicators of probable drug use and alcohol misuse.

Under its own authority, the District may require or permit all employees to attend training or educational programs regarding drug and/or alcohol abuse.

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## TESTING

As mandated by Federal regulations and authorized by the FTA, applicants for employment in a safety sensitive position, employees requesting transfer into a safety sensitive position, and employees in a position that requires the performance of a safety sensitive function are required to submit to drug and alcohol testing (pre-employment, reasonable suspicion, post-accident, random, return to duty, and follow-up testing) as a condition of employment with the District. The Department of Transportation (DOT) regulation 49 CFR part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," prescribes the testing methods that will be used, and such testing shall also be consistent with applicable State law.

~~Under District authority, all other safety sensitive employees may be required to submit to drug and alcohol testing (pre-employment, reasonable suspicion, post-accident, and return to duty testing) as a condition of employment with the District. Non-safety sensitive employees are subject to reasonable suspicion, post-accident, return to duty, and follow up drug and alcohol testing. Testing methods comparable to the testing methods prescribed in the Department of Transportation (DOT) regulation 49-CFR part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," will be used, and such testing shall also be consistent with applicable State law.~~ Any LTD-mandated drug and alcohol testing of safety sensitive employees will be conducted under local authority, using non-DOT CCFs (Custody and Control Form) / ATFs (Alcohol Testing Form).

All drug and alcohol testing will be conducted in a manner that assures a high degree of accuracy and reliability by using the techniques, chain of custody procedures, and equipment and laboratory facilities that have been approved by the U.S. Department of Health and Human Services (DHHS), the DOT, and State law. All drug and alcohol testing that is conducted under District authority also will be conducted in a manner that assures a high degree of accuracy and reliability by using techniques, chain of custody procedures, and equipment and laboratory facilities that are the same as, or comparable to, those approved by DHHS, the DOT, and State law.

All drug and alcohol testing will be conducted in an environment that affords the maximum privacy practicable for the employee being tested. The District will strictly adhere to all standards of confidentiality, maintaining the confidentiality of the employee and the respect for the employee throughout the drug and/or alcohol testing process. Except as otherwise stated by this policy, the District will be responsible for all costs directly associated with the drug and alcohol tests specified in this policy.

Any safety sensitive applicant/employee with a dilute negative test result (creatinine level  $\geq$  5 mg/dL) will be directed by the Drug and Alcohol Program Manager to undergo an immediate second unobserved test.

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## TYPES OF TESTING

### *Pre-employment:*

As authorized by the FTA, all applicants who have been selected for employment in a safety sensitive position must submit to a urinedrug-drug test and have a verified negative test result prior to being assigned to a safety sensitive position. In addition, current employees who are being transferred or promoted into a safety sensitive position from a non-safety sensitive position must submit to a urinedrug-drug test and have a verified negative test result prior to being assigned to a safety sensitive function. If the pre-employment drug test is cancelled, the applicant or employee will be required to submit to another urinedrug-drug test.

Under FTA authority, all applicants who have been conditionally selected for employment in a safety sensitive position pending the outcome of a drug test, and any employee who has been selected to be promoted into a safety sensitive position, must submit to a urinedrug-drug test and have a verified negative test result prior to being hired or assigned to the position. If the pre-employment drug test is cancelled, the applicant or employee will be required to submit to another urinedrug-drug test.

Under FTA authority, failure to obtain a verified negative test result on a pre-employment drug test will disqualify an applicant for employment in, or transfer to, a safety sensitive position. An applicant who has failed a pre-employment drug test will be advised of resources available to evaluate and resolve problems associated with drug abuse, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

Unless otherwise provided by law, an applicant who has failed a pre-employment drug test will be ineligible to submit another application for employment with the District for a period of six months.

Under FTA authority, applicants who have previously refused or tested positive on a DOT required pre-employment drug test are required to submit documentation supporting their successful completion of the substance abuse professional (SAP) referral, evaluation, and treatment process under section 49 CFR Part 655.62.

An existing safety sensitive employee who has not performed a safety sensitive function for 90 or more consecutive calendar days, and who has been removed from the random testing pool during that time, is required by FTA regulations to submit to a pre-employment urinedrug-drug test and obtain a negative result prior to the reassignment of safety sensitive duties.

### *Reasonable Suspicion:*

As authorized by the FTA, employees who perform a safety sensitive function will be required to submit to urinedrug testing for drugs and/or alcohol breath testing when there is a reasonable suspicion that the employee is impaired by a prohibited controlled substance or alcohol. Alcohol testing may only take place just before the employee is to perform safety sensitive functions, while the employee is performing safety sensitive functions, or just after the employee has ceased performing safety sensitive functions.

Under District authority, all other District employees will be required to submit to urinedrug testing for controlled substances and/or alcohol breath testing when there is a reasonable suspicion to believe that the employee is impaired by a controlled substance or alcohol.

The determination to require a reasonable suspicion drug and/or alcohol test will be made by a supervisor or manager trained to identify the signs and symptoms of drug use and alcohol misuse. The determination will be based on the supervisor's or manager's specific, contemporaneous (happening now), articulable observations concerning including, but not limited to, the employee's appearance, behavior, speech, or body odor.



Whenever possible, the determination to require a reasonable suspicion drug and/or alcohol test should be made by the employee's supervisor or manager. If the employee's supervisor or manager is not immediately available, the determination to require a reasonable suspicion drug and/or alcohol test may be made by another trained supervisor or manager within the employee's department, a trained supervisor or manager in another department, or by the Drug and Alcohol Program Administrator.

When an employee has been notified that they will be required to submit to reasonable suspicion drug and/or alcohol testing, they must report immediately to the collection site designated by the District. The employee will not drive themselves to and from the collection site and will instead be transported by the District. The employee will not be permitted to use restroom facilities, consume beverages, or smoke until specimen collection is completed.

**Post-accident:**

As authorized by the FTA, drug and alcohol testing is required of all employees who perform a safety sensitive function who are involved in an accident, as defined by FTA regulations, where there is a loss of life. In other nonfatal accidents, drug and alcohol testing is required of an employee who performs a safety sensitive function unless the employee's performance can be completely discounted as a causative or contributing factor.

FTA regulations define an accident as an occurrence associated with the operation of a vehicle in which:

- An individual dies, or
- An individual suffers a bodily injury and immediately receives medical treatment away from the scene of an accident, or
- One or more of the vehicles involved incurs disabling damage as a result of the occurrence and is transported away from the scene by a tow truck or other vehicle.

An occurrence associated with the operation of a vehicle means that the accident is directly related to the manner in which the driver applied the brake, accelerated, turned the steering wheel, or operated its lift. Disabling damage means damage that precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated.

Following a fatal accident, each surviving safety sensitive employee on duty in the public transportation vehicle at the time of the accident will be subject to drug and alcohol testing. All safety sensitive employees not on the vehicle whose performance could have contributed to the accident, as determined by the District using the best information available at the time of the accident, also will be tested.

Following a nonfatal accident, each safety sensitive employee ~~operating a duty in the public transportation mass transit~~ vehicle at the time of the accident will be subject to drug and/or alcohol testing unless the District determines, using the best available information at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. Employees not in the vehicle, whose performances could have contributed to the accident as determined by the District using the best information available at the time of the accident, will be subject to drug and alcohol testing unless their behavior can be completely discounted as a contributing factor to the accident.

Post-accident drug and alcohol tests will be performed as soon as possible following an accident. Drug tests will be performed within 32 hours following the accident. The District will attempt to complete the alcohol test within two hours of the accident. If the District is not able to perform the alcohol test within two hours, it will file a report noting the reason for the delay and continue attempts to complete the test. If the District is not able to complete the alcohol test in eight hours, it will cease attempts to do so and update the two-hour

written report. If the employee to be tested was injured in the accident, the requirement to test for drugs and/or alcohol should not delay necessary medical attention, and testing may be administered simultaneously with the employee receiving necessary medical attention.

Any safety sensitive employee involved in an accident must remain readily available for drug and/or alcohol testing for up to eight hours after the accident. The employee is responsible for notifying the District of their location if they leave the scene of the accident prior to submitting to testing. Failure by the employee to remain readily available may be determined to be a refusal to submit to testing.

When an employee has been notified that they will be required to submit to post-accident drug and/or alcohol testing, they must report immediately to the collection site designated by the District. The employee will not drive themselves to and from the collection site, and will instead be transported by the District. The employee will not be permitted to use restroom facilities, consume beverages, or smoke until specimen collection is completed. Post-accident drug and alcohol tests required by this policy are in addition to and/or separate from any tests conducted for law enforcement purposes. If the District is unable to perform the required FTA tests (i.e., the employee is unconscious, or detained by a law enforcement agency), the District may use the results of a blood or urine drug test for the use of prohibited drugs and/or the results of a blood or breath test for the misuse of alcohol, conducted by Federal, State, or local officials having independent authority for the test, to meet the testing requirements of the Federal regulations and this policy, provided such tests conform to the applicable Federal, State, or local testing requirements, and that the results of the tests are obtained by the District.

#### Random:

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.

As authorized by the FTA and State law, all employees who perform a safety sensitive function will be subject to random and unannounced drug and/or alcohol testing. A covered employee may be randomly tested for prohibited drug use anytime while on duty. The District will comply with the random selection rate established by the FTA for safety sensitive employees as outlined in 49 CFR Part 655. All employees subject to random selection will have an equal chance of being selected for testing and will remain in the random selection pool even after being tested. The selection method shall be made by scientifically valid methodology and shall be spread reasonably throughout the time safety sensitive functions are performed.

Employees who are subject to random drug and alcohol testing will remain subject to random testing throughout their work shift. If an employee is initially notified that they have been selected for random testing prior to the end of the work shift, the test(s) must be completed, even when such completion has the incidental effect of causing the employee to stay overtime. When an employee has been notified that they have been selected for testing, they must report immediately to the collection site designated by the District. A vehicle for the employee to transport themselves to and from the collection site will be provided by the District. The employee will not be permitted to use restroom facilities, consume beverages, or smoke until specimen collection is completed. Alcohol testing may only take place just before the employee is to perform safety sensitive functions, while the employee is performing safety sensitive functions, or just after the employee has ceased performing safety sensitive functions.

#### Return to Duty:

As authorized by the FTA, 49 CFR, Part 40, Subpart O, and State law, all employees who perform a safety sensitive function and who have previously had a verified positive drug test, an alcohol test result of 0.04 or

greater, a refusal to test, or engaged in any activity that violates the FTA regulations, must submit to and receive a verified negative test result on a return-to-duty drug test and/or submit to a breath alcohol test with a result showing an alcohol concentration level of less than 0.02 prior to resuming performance of safety sensitive duties. Return-to-duty testing will not be conducted until after the SAP determines that the employee has completed all education and treatment recommended by the SAP. The FTA requires that return to duty tests be an observed collection.

The District, under its own authority, may require employees returning to work from a positive drug and/or alcohol test to undergo a physical evaluation by a physician of the District's choice and to pass a return-to-duty drug test and/or submit to a breath alcohol test with a result showing an alcohol concentration level of less than 0.02, prior to returning to work.

*Follow-up:*

In accordance with FTA regulations, 49 CFR, Part 40, Subpart O, a safety sensitive employee who has been permitted to return to duty, following a verified positive drug test, an alcohol test result of 0.04 or greater, or a refusal to submit to a test, will be subject to unannounced follow-up drug and/or alcohol testing for at least 12 but not more than 60 months. The frequency and duration of the follow-up testing will be determined by the SAP, with a minimum of six tests during the first 12 months after the covered employee has returned to duty. The FTA requires that follow up tests be an observed collection.

Under District authority, an employee who has been permitted to return to duty, following voluntary treatment for a drug and/or alcohol problem may be required to submit to non- DOT follow-up drug and/or alcohol testing.

When an employee is notified to submit to a follow-up test, they must report immediately to the collection site designated by the District. Transportation to and from the collection site will be provided by the District. The employee will not be permitted to use restroom facilities, consume beverages, or smoke until specimen collection is completed.

Follow-up testing is separate from, and in addition to, all other testing that is conducted as part of the drug and alcohol testing program. If a follow-up test is cancelled, the employee is required to submit to an additional test.

Alcohol testing may only take place just before the employee is to perform safety sensitive functions, while the employee is performing safety sensitive functions, or just after the employee has ceased performing safety sensitive functions.

*Pre-duty Alcohol Use:*

In accordance with FTA regulations, all safety sensitive employees are prohibited from using alcohol within four hours of performing a safety sensitive function. A safety sensitive employee who is requested to report for duty less than four hours prior to the requested report time must inform the District if they have consumed alcohol within four hours of the requested report time. In accordance with FTA regulations, the District shall prohibit the consumption of alcohol for the specified on-call hours of each covered employee who is on call. If an on-call safety sensitive employee informs the District of their use of alcohol and claims they has the ability to safely perform their safety sensitive function, the employee will be allowed to submit to a breath alcohol test. If the employee's breath alcohol concentration level measures less than 0.02, the employee will be allowed to perform their safety sensitive function.

*Blind Performance Testing:*

In accordance with FTA regulations, the District will ensure that ongoing blind sample proficiency testing is conducted, using blind quality control specimens that are not distinguishable from covered employee specimens, as a quality assurance measure of the testing laboratory.

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**DRUG TESTING PROCEDURES**

In accordance with FTA regulations and State law, drug and alcohol testing procedures for specimen collection, chain of custody of specimens, laboratory analysis procedures, and quality control requirements will be in accordance with the United States Department of Health and Human Services, Mandatory Guidelines for Federal Workplace Drug Testing Programs; Final Guidelines, and the Provisions Set Forth in 49 CFR Part 40; Procedures for Transportation Workplace Drug and Alcohol Testing Programs, Final Rule, and Oregon State law. A copy of 49 CFR, Part 40 is available in the HR and Risk Management Department.

Specimen (urinedrug and/or saliva) testing will be conducted for:

- Marijuana
- Cocaine
- Opioids
- Phencyclidine
- Amphetamines

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**OBSERVED COLLECTIONS**

In accordance with FTA regulations, with regards to a drug test conducted for a safety sensitive employee, in the following circumstances, collection site personnel must observe a second urinedrug collection immediately after the first collection:

- The employee has presented a urinedrug sample that falls outside the normal temperature range (90.0 to 100.0).
- The collector observes conduct or materials that clearly indicate an attempt to substitute or adulterate the sample.
- The original specimen appears to be tampered with (e.g., blue dye in the specimen, excessive foaming when shaken, and smell of bleach).

In the following circumstances, the medical review officer (MRO) will direct the District to require the employee to be subject to an immediate retest under direct observation:

- The laboratory reported that the specimen was invalid, and the MRO determined that there was not an adequate medical explanation for the result.
- If a specimen was negative-dilute with a creatine level of greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL.
- The MRO had to cancel a test when the primary specimen was verified as positive, adulterated, or substituted because the split was unavailable for testing.

If an employee has previously been determined to have used a controlled substance without medical authorization, and the particular test is being conducted under the FTA regulation as a return-to-duty or follow-up test, the collection is required to be observed.

In accordance with Federal regulations, employees having observed collections must be instructed to raise clothing just above the navel; lower clothing to mid-thigh; then turn around to show the same gender

observers that they do not have prosthetic devices for beating the tests. If no device is detected, the employee is permitted to return clothing to its proper observed collection position. Then the observed collection will take place.

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#### RETURN TO DUTY AFTER SPECIMEN COLLECTION

Under District authority, a safety sensitive employee who is required to submit to random or follow-up drug testing may be returned to duty immediately following specimen collection. If the employee is also subject to random or follow-up alcohol testing, the employee's return to duty will be dependent upon the outcome of the breath alcohol testing. Under District authority, a safety sensitive employee who is required to submit to a reasonable suspicion or post-accident drug test will not be permitted to return to duty and will be placed on a paid leave pending the receipt by the District of a verified negative test result.

Under District authority, a non-safety sensitive employee who is required to submit to a reasonable suspicion drug test will not be permitted to return to duty and will be placed on a paid leave pending the receipt by the District of a verified test result.

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#### THE ROLE OF THE MEDICAL REVIEW OFFICER (MRO)

For safety sensitive employee testing, an MRO is required to verify positive test results and facilitate the split sample process. An MRO is defined by the FTA as a licensed physician responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders. The MRO shall communicate all verified positive test results to the employee and to the District.

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#### DRUG TEST RESULTS

All drug test results will be reported by the testing laboratory to a qualified MRO designated by the District. The MRO will be responsible for verifying and validating drug test results. The MRO will review and interpret the employee's confirmed positive drug test result by reviewing the individual's medical history and affording the employee an opportunity to offer any clarifying information that would explain a positive test result.

The MRO will report each verified test result to the District and will notify each employee who has a verified positive test result. The MRO may verify a test as positive without having communicated directly with the employee if: the employee expressly declines the opportunity to discuss the test; neither the MRO nor the District has been able to contact the employee within 10 days of the date on which the MRO receives the confirmed positive test result from the laboratory; or the District has contacted the employee and directed the employee to contact the MRO, and more than 72 hours five days have passed since the date the employee was contacted by the District.

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#### POSITIVE DRUG TEST RESULTS

An employee who has a verified positive drug test result will be immediately removed from their safety sensitive position, advised of resources available to evaluate and resolve problems associated with drug abuse, and be evaluated by a substance abuse professional (SAP). Under District authority, the employee will be placed on an unpaid leave of absence pending the results of the evaluation by the SAP and may be subject to discipline, up to and including suspension and/or termination. A "verified positive drug test" means an initial positive result that has been validated by a second confirmatory positive drug test.

An employee who has a verified positive drug test result will have 72 hours, including holidays and weekends, from the time of notification by the MRO or the District, whichever occurs first, in which to request that the split specimen be analyzed at a different DHHS-approved laboratory. The employee will not be responsible for

paying the cost of the split sample testing prior to the test being conducted. However, the District reserves the right to seek reimbursement from the employee. The request by an employee for an analysis of the split specimen will not delay the removal of the employee from their safety sensitive position. If the result of the test of the split specimen fails to confirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the employee will be returned to duty and will be compensated for time or benefits lost as a result of being placed on an unpaid leave of absence.

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#### NEGATIVE – WITH A SAFETY CONCERN DRUG TEST RESULTS

In the event that an employee has a positive test result, the MRO will contact the employee directly, on a confidential basis, to complete an interview to determine if there is a legitimate medical explanation for the test result. If there is a legitimate explanation, the employee will have 5 days (including holidays and weekends) from the time notified by the MRO to have the prescribing doctor contact the MRO to determine the validity of the prescription and check if the medication can be changed to one that does not cause the employee to pose a significant safety risk. If, after speaking to the prescribing physician, the prescription is verified but the MRO still believes that the employee poses a significant safety risk, the MRO will report a negative – with a safety concern result to LTD.

What constitutes a valid prescription?

- Current – must not be expired (prescribed within the last 12 months)
- In the employee’s name.
- Recognized as legal by the federal government.
- Medical marijuana is not recognized by the federal government.
- Medicines containing alcohol are specifically prohibited.
- Notify the Drug & Alcohol Program Manager for additional information.

If the employee’s valid prescription raises safety concerns with the MRO, the employee may be reported as “Negative – with a safety concern”. In the event that LTD receives notification from the MRO that an employee has a drug test result marked as Negative - with a safety concern the employee will be removed from safety sensitive job functions and be given the opportunity to address this issue with their medical provider and the MRO.

Possible outcomes of a Negative – with a safety concern:

- Without agreement between the prescribing healthcare provider and the MRO stating that the individual can safely perform work duties while taking the prescribed medication, the individual may be deemed medically unqualified to perform essential duties of the position and subject to termination.
- With the agreement between the prescribing healthcare provider and the MRO, the individual may be deemed medically qualified to maintain employment in a DOT safety-sensitive position.
- Under District authority, the employee may be subject to a medical examination prior to returning to safety-sensitive job functions.

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#### BREATH ALCOHOL TESTING PROCEDURES

All breath specimen collection must be collected through the use of an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration. The breath alcohol tests will be conducted by a trained breath alcohol technician (BAT) at a site that provides visual and auditory privacy to the covered employee being tested to the greatest extent practicable. Prior to specimen collection, the employee **and/or**

~~the BAT~~ must complete, date, and sign a breath alcohol testing form indicating that the employee is present. The BAT will conduct an initial screening test, requiring the employee to blow forcefully into a disposable mouthpiece attached to the EBT, for at least six seconds or until an adequate amount of breath has been obtained. Following the initial screening test, the BAT will show the employee the result displayed on the EBT or the printed result and sign the form.

If the result of the initial screening test is an alcohol concentration of 0.02 or greater, a confirmation test will be conducted. The confirmation test will be conducted at least 15 minutes after the completion of the initial screening test. The employee must remain in the presence of the BAT during the waiting period. The confirmation test will be conducted using the same procedures as the initial screening test. A new mouthpiece will be used. Before the confirmation test is administered, the BAT will conduct an air blank test on the EBT. ~~If a BAT other than the one who conducted the screening test is to conduct the confirmation test, the new BAT and the employee will be required to sign and date a new breath alcohol testing form.~~

If the results of the initial screening test and the confirmation test are not identical, the confirmation test result will be deemed to be the final result.

Following the completion of a breath alcohol test, the BAT will be required to sign and date the breath alcohol testing form (ATF) certifying that the results shown belong to the employee being tested. The employee will be directed to sign the ATF if the confirmation test is greater than 0.02. The BAT will be responsible for transmitting all test results to the District in a confidential manner. If an employee attempts and fails to provide an adequate amount of breath, the BAT will note this on the alcohol testing form and notify the District. The employee will be required to submit to a medical evaluation, by a physician of the District's choice, concerning the employee's medical ability to provide an adequate amount of breath. If no valid medical reason is determined, then the employee's inability to provide an adequate amount of breath will be considered to be a refusal to submit to a test.

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#### BREATH ALCOHOL TEST RESULTS

If the results of the breath alcohol test are below 0.02, the employee may be returned to work immediately.

Under District authority, a confirmed alcohol concentration of 0.02 or greater will be considered a positive breath alcohol test result and a violation of this policy.

As required by the FTA, if the results of the breath alcohol test are 0.02 or greater but less than 0.04, the employee will not be permitted to return to duty until the start of their next regularly scheduled shift and not less than eight hours following the test. Under District authority, the employee may be subject to discipline, up to and including suspension and/or termination. As required by the FTA, if the results of the breath alcohol test are 0.04 or greater, the employee will be immediately removed from their safety sensitive position, advised of the resources available to evaluate and resolve problems associated with alcohol misuse, and be evaluated by an SAP. Under District authority, the employee will be placed on an unpaid leave of absence pending the results of the evaluation by the SAP and may be subject to discipline, up to and including suspension and/or termination.

An employee with a breath alcohol concentration level of 0.02 or greater will be provided transportation to their residence. If the employee insists on driving, law enforcement will be notified.

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## REFUSAL TO SUBMIT TO A TEST

In accordance with FTA regulations and State law, an employee who is determined to have a test refusal will be immediately removed from their safety sensitive position, advised of resources available to evaluate and resolve problems associated with drug abuse, and be evaluated by an SAP.

**Under District authority, the employee will be placed on an unpaid leave of absence pending the results of the evaluation by the SAP and may be subject to discipline, up to and including suspension and/or termination.**

A determination of an employee's test refusal includes the following:

- Refusal to take the test.
  - Failure to provide sufficient quantities of breath or urinedrug to be tested without a valid medical explanation.
  - Failure to provide a breath or urinedrug specimen in alcohol and drug testing.
  - Failure to undergo a medical examination or evaluation as directed by the MRO or designated employer representative DER.
  - The MRO reports a verified adulterated or substituted test result.
  - Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by Lane Transit District. Not reporting to the collection site in the time allotted (except for a pre-employment test).
  - Failure to remain at the collection site until the collection process has been completed.
  - Failure to permit direct observation or monitoring of the provision of a specimen for a drug test when a direct observation or monitoring is required.
  - Failure or decline to take a second test when directed by the collector or the District.
  - Failure to cooperate with any part of the testing process (e.g., refusal to empty pockets when directed by the collector; behaving in a confrontational way that disrupts the collection process; failing to wash hands after being directed to do so by the collector).
  - Refusal to sign the certification at Step 2 of the Alcohol Testing Form.
  - Leaving the scene of an accident without authorization before the tests have been conducted.
  - For an observed collection, failure to follow the observer's instructions to raise clothing above the waist, lower clothing, and underpants, and turn around to permit the observer determine if employee has any type of prosthetic or other device that could be used to interfere with the collection process.
  - Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
  - Admitting to the collector or MRO that the employee adulterated or substituted the specimen.

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## DISCIPLINE

Compliance with the District's Drug and Alcohol Policy is a condition of employment for all employees. For employees who are represented by ATU 757, a violation of any part of the District's Drug and Alcohol Policy will result in discipline as provided in the Labor Agreement. For all other employees, a violation of any part of the District's Drug and Alcohol Policy will result in discipline, up to and including suspension and/or termination. Factors that the District may consider regarding the severity of disciplinary action include, but are not necessarily limited to, the covered employee's conduct that prompted the application of this policy, the covered employee's work record, the degree of impairment, the potential for consequences arising from the covered employee's actions, and the drug and/or alcohol test results. Any employee with a verified positive on



a Post-Accident, Return-to-Duty or Follow-up drug and/or alcohol test will be subject to additional discipline, up to and including termination.

Employees who are terminated as a result of violating this Drug and Alcohol policy will be provided with a list of the resources available in evaluating and resolving problems associated with the use of illicit drugs and/or misuse of alcohol and will have access to the District's current Employee Assistance Program (EAP). Access to the EAP program will be limited to treatment directly related to the drug and/or alcohol problem and is available for a time period not to exceed 60 days.

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#### THE ROLE OF THE SUBSTANCE ABUSE PROFESSIONAL (SAP)

An SAP is a professional who can determine what assistance an individual needs in resolving problems associated with prohibited drug use and/or alcohol misuse. The evaluation will consist of a clinical assessment, treatment recommendations, and referrals, as appropriate. The SAP will inform the District, in writing, of the clinical assessment-based treatment recommendations, which must be complied with. In addition, the SAP will specify the duration and frequency of follow-up drug and/or alcohol tests. The SAP's evaluations, assessment, treatment recommendations, referrals, and follow-up testing recommendations will be in accordance with 49 CFR, Part 40.

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#### REQUIRED TREATMENT

If the SAP determines that an employee has successfully demonstrated compliance with the education and treatment required by the SAP but has not completed the full regimen of education and treatment (e.g., ongoing out-patient treatment), the employee may be eligible to return to duty.

Work absences for the continued education and treatment required by the SAP may qualify for available sick leave benefits and/or personal medical leave, provided the employee is following the prescribed treatment program. If sick leave and personal medical leave have been exhausted, the employee may be placed on a medical leave of absence without pay. If the District is notified by the SAP that the employee is not complying with the ongoing education and treatment requirements, the employee will be immediately removed from their safety sensitive position. Under District authority, the employee will be placed on an unpaid leave of absence and may be subject to discipline, up to and including suspension and/or termination.

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#### WORKING CONDITIONS

The presence or treatment of a substance abuse problem does not excuse an employee from meeting performance, safety, or attendance standards or following other District instructions. In no circumstances may an employee invoke protection under this policy as a means to avoid disciplinary actions resulting from poor work performance or misconduct at work. A voluntary request for assistance will not shield an employee from disciplinary action resulting from on-the-job conduct or work performance. Employees remain responsible for their on-the-job conduct and work performance.

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#### RETURN TO WORK AGREEMENT

Under District authority, an employee who has a verified positive drug test, has a confirmed breath alcohol concentration level of 0.04 or greater, or who is referred to drug and/or alcohol treatment that requires them to be away from work, will be required to sign a return-to-work agreement prior to being permitted to return to duty. The agreement may include, but is not limited to, the following requirements:

- A release to work statement from an approved treatment specialist.
- A negative test for drugs and/or alcohol.
- An agreement to follow-up testing.
- A statement of expected work-related behaviors.
- An agreement to follow specified aftercare requirements.
- An expressed understanding that violation of the return-to-work agreement may result in discipline, up to and including suspension and/or termination.

The return-to-work agreement is not a guarantee of continued employment. Employees working under a return-to-work agreement must also follow all other District policies and procedures.

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#### CONFIDENTIALITY

The District will maintain all records regarding the drug and/or alcohol testing of employees in a secure manner so that the disclosure of information to unauthorized persons does not occur. In accordance with FTA regulations, drug and/or alcohol test results will be released only under the following circumstances:

- Upon written request, employees will be provided access and/or copies of any records relating to their test(s).
- Upon specific, written request of an employee, information and/or copies of records regarding an employee's test results will be released to a third party.
- When requested, information related to a test result may be disclosed to a decision maker in a lawsuit, grievance, or other proceeding, initiated by or on behalf of the employee tested.
- Upon receipt of an order of a court of competent jurisdiction for criminal or civil action resulting from an employee's performance of safety sensitive duties, test results will be released to the decision maker in the proceeding with the binding stipulation that the decision maker will make it available only to parties to the proceeding.
- Upon request of DOT agency representatives, all drug and alcohol program records that are required by 49 CFR, Part 40 and DOT agency regulations will be provided to the agency representatives.

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#### PROGRAM ADMINISTRATION

The District's Drug and Alcohol Testing Policy and Program are administered by the designated Drug and Alcohol Program Administrator. Additional information regarding this policy or the program is available by contacting the Drug and Alcohol Program Administrator in the HR & Risk Management Department at 541-682-6134. All records will be maintained in accordance with 49 CFR, Parts 40 and 655.

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#### MAINTENANCE

The Director of HR & Risk Management is responsible for monitoring the application and revision of this policy.

#### ~~DRIVING ON LTD BUSINESS~~

#### ~~FOR ADDITIONAL INFORMATION PLEASE REFER TO THE BUS OPERATOR MANUAL.~~

~~Driving a vehicle (personal or LTD-owned) is a necessary duty and job requirement for some employees, and we expect everyone to have reliable and consistent transportation to ensure timely attendance and efficient performance of offsite duties and responsibilities. Failure to maintain adequate and reliable transportation can be grounds for termination.~~



## Lane Transit District Amendment of LTD's 2023-2025 STIF Plan

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**Presented By:** Cosette Rees, Chief Customer Experience Officer

**ACTION REQUESTED:** Adoption of Resolution No. 2024-04-24-011 Authorizing the CEO to Submit an Application Seeking Modification of the 2023-2025 STIF Formula Plan

The Public Transportation Division (PTD) of the Oregon Department of Transportation (ODOT) is in the process of implementing a temporary change to the Oregon Administrative Rules (OAR) that govern the Statewide Transportation Improvement Fund (STIF). This change would allow Qualified Entities (QEs) like Lane Transit District to amend their 2023-2025 STIF Plans to account for the allocation of unused STIF funds from prior biennia. This opportunity is significant because until LTD is able to complete the bus operator recruitment and retention initiative a significant amount of STIF funding allocated towards fixed route service increases remains unspent. This one-time ability to allocate funds towards other STIF projects mid-biennium will allow LTD to use these unspent STIF funds to better support transportation for our community.

LTD's Board of Directors approved the 2023-2025 STIF Plan prior to the start of the current biennium. This plan approved and allocated \$34,615,526 across 10 projects, each with multiple tasks. LTD has some STIF projects with considerable amounts of unspent funds. For example, due to the current shortage of bus operators, LTD has been unable to spend \$3,500,000 allocated in FY24 for proposed fixed route service increases (Project B2), and is unlikely to fully spend the \$4,500,000 allocated in FY25 for the same purpose.

At the same time, there are other projects within the STIF plan that are able to benefit from funding in the current biennium, such as RideSource ADA Paratransit and fixed route vehicle replacement. ODOT has recognized a need Statewide for transit districts to be able to adjust their STIF plans through a temporary rule, allowing for unspent funds to be allocated toward other existing STIF projects and tasks in the current STIF plan. ODOT has noted that LTD has up to \$20,009,979 in eligible funds that can be allocated in this way and encouraged LTD to make these funds available through an amendment to the STIF plan. These are not additional revenues, simply previously allocated and unused funds that are eligible for allocation towards other approved STIF projects identified in the STIF plan. LTD recommends allocating these funds per the guidance received from ODOT to better allow for program flexibility in the upcoming fiscal year. LTD staff propose amending the current STIF plan (attached as spreadsheet FY24-25-Formula-Funds) to incorporate updated allocations to the following STIF projects:

- A1 RideSource Paratransit +\$12M
- A2 Specialized Services Preventive Maintenance +\$400k
- A4 Behavioral Health Transportation +\$200k
- A8 South Lane Operations +\$200k
- A12 Florence Rhody Express +\$200k
- A13 Oakridge Diamond Express +\$200k



## Lane Transit District Amendment of LTD's 2023-2025 STIF Plan

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- B1 Cottage Grove and Creswell Services +\$200k
- B4 Cottage Grove Connector +\$200k
- B5 Mobility on Demand Pilot Project +\$2M
- C4 Fare Validation +\$400k
- D1 Sustainable Service Reserve +\$600k
- D2 STIF Administration +\$400k
- E2 Fixed Route Vehicles +\$1.6M
- E4 Specialized Services Fleet +\$1.6M

A presentation will be provided to explain this topic in further detail.

**CONSIDERATIONS:** The 2023-2025 STIF Plan has already been publicly reviewed and approved by LTD's Board of Directors. No additional revenues are being added to this Plan, and total planned expenditures remain unchanged.

**ALTERNATIVES:**

- 1) The Board may choose to authorize no changes to the existing STIF Plan, leaving funds unallocated and unspent in the current biennium.
- 2) The Board may further amend or reallocate funds within the STIF Plan.

**NEXT STEPS:** ODOT requires QEs to have their governing board authorize the CEO to submit an application seeking modification of the STIF Plan. Once the LTD Board of Directors authorize the CEO to submit an application for modification of the STIF Plan consistent with the proposed amendments, LTD staff will submit the application to ODOT. ODOT, PTAC, and the OTC will review the application for modification. A final determination will be made by August 1, 2024.

**SUPPORTING DOCUMENTATION:**

- 1) FY24-25-Formula-Funds.pdf
- 2) Resolution No. 2024-04-24-011

**MOTION:** I move to adopt Resolution No. 2024-04-24-011 Authorizing the CEO to Submit an Application Seeking Modification of the 2023-2025 STIF Formula Plan.



**RESOLUTION NO. 2024-04-24-011**

**AUTHORIZING THE CEO TO SUBMIT AN APPLICATION SEEKING MODIFICATION OF THE 2023-2025 STIF FORMULA PLAN**

**WHEREAS**, House Bill 2017, Keep Oregon Moving made a significant investment in transportation to help advance the things that Oregonians value—a vibrant economy with good jobs, strong communities with a high quality of life, a clean environment, and safe, healthy people;

**WHEREAS**, a centerpiece of Keep Oregon Moving is the Statewide Transportation Improvement Fund (STIF) that provides a dedicated source of funding to expand public transportation service in Oregon communities;

**WHEREAS**, HB 2017 designates LTD as the Qualified Entity (QE) for the purpose of administering the STIF planning process and receiving and distributing STIF funds for Lane County to Public Transportation Service Providers;

**WHEREAS**, the Oregon Department of Transportation is implementing a temporary rule to allow Qualified Entities, including LTD, to amend their 2023-2025 Statewide Transportation Improvement Fund (STIF) Formula Plan; and

**WHEREAS**, LTD has set forth the details of this proposed Amendment, allowable under the temporary rule.

**NOW, THEREFORE, BE IT RESOLVED** that the LTD Board of Directors authorizes the LTD CEO to submit an application seeking modification of the 2023-2025 STIF Formula Plan, consistent with the proposed amendments presented, to support effective planning, deployment, operation and administration of STIF-funded public transportation programs and projects.

**ADOPTED BY THE LANE TRANSIT DISTRICT BOARD OF DIRECTORS ON THIS 24<sup>TH</sup> DAY OF APRIL 2024.**

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Board President, Gino Grimaldi

2024-2025 STIF Formula Fund Tables

11/15/2022

PROJECT NAME	TASK	FUND TYPE	TOTAL			IN DISTRICT			OUT OF DISTRICT		
			2024	2025	TOTAL	2024	2025	TOTAL	2024	2025	TOTAL
Project A Specialized Services STF Programs	Task 1: RideSource ADA Paratransit & Shopper Shuttle	STIF Formula:	\$1,000,000	\$1,000,000	\$2,000,000	\$1,000,000	\$1,000,000	\$2,000,000	\$0	\$0	\$0
		Task 1 Total:	\$1,000,000	\$1,000,000	\$2,000,000	\$1,000,000	\$1,000,000	\$2,000,000	\$0	\$0	\$0
	Task 2: Preventive Maintenance for Specialized Services Fleet	STIF Formula:	\$41,080	\$41,080	\$82,160	\$32,864	\$32,864	\$65,728	\$8,216	\$8,216	\$16,432
		Federal:	\$358,920	\$358,920	\$717,840	\$287,136	\$287,136	\$574,272	\$71,784	\$71,784	\$143,568
	Task 2 Total:	\$400,000	\$400,000	\$800,000	\$320,000	\$320,000	\$640,000	\$80,000	\$80,000	\$160,000	
	Task 3: Volunteer Mileage Reimbursement	STIF Formula:	\$50,000	\$50,000	\$100,000	\$0	\$0	\$0	\$50,000	\$50,000	\$100,000
		Federal:	\$100,000	\$100,000	\$200,000	\$0	\$0	\$0	\$100,000	\$100,000	\$200,000
		Local:	\$51,676	\$51,676	\$103,352	\$0	\$0	\$0	\$51,676	\$51,676	\$103,352
	Task 3 Total:	\$201,676	\$201,676	\$403,352	\$0	\$0	\$0	\$201,676	\$201,676	\$403,352	
	Task 4: Behavioral Health Transportation	STIF Formula:	\$12,838	\$12,838	\$25,676	\$6,419	\$6,419	\$12,838	\$6,419	\$6,419	\$12,838
		Federal:	\$112,162	\$112,162	\$224,324	\$56,081	\$56,081	\$112,162	\$56,081	\$56,081	\$112,162
		Task 4 Total:	\$125,000	\$125,000	\$250,000	\$62,500	\$62,500	\$125,000	\$62,500	\$62,500	\$125,000
	Task 5: Crucial Connections	STIF Formula:	\$2,568	\$2,568	\$5,136	\$0	\$0	\$0	\$2,568	\$2,568	\$5,136
		Federal:	\$22,432	\$22,432	\$44,864	\$0	\$0	\$0	\$22,432	\$22,432	\$44,864
Task 5 Total:		\$25,000	\$25,000	\$50,000	\$0	\$0	\$0	\$25,000	\$25,000	\$50,000	
Task 6: Veterans Transportation	STIF Formula:	\$100,000	\$100,000	\$200,000	\$0	\$0	\$0	\$100,000	\$100,000	\$200,000	
	Task 6 Total:	\$100,000	\$100,000	\$200,000	\$0	\$0	\$0	\$100,000	\$100,000	\$200,000	
Task 7: Preschool Transportation	STIF Formula:	\$25,000	\$25,000	\$50,000	\$25,000	\$25,000	\$50,000	\$0	\$0	\$0	
	Federal:	\$50,568	\$50,568	\$101,136	\$50,568	\$50,568	\$101,136	\$0	\$0	\$0	
	Local:	\$49,432	\$49,432	\$98,864	\$49,432	\$49,432	\$98,864	\$0	\$0	\$0	
Task 7 Total:	\$125,000	\$125,000	\$250,000	\$125,000	\$125,000	\$250,000	\$0	\$0	\$0		
Task 8: South Lane Operations	STIF Formula:	\$100,000	\$100,000	\$200,000	\$50,000	\$50,000	\$100,000	\$50,000	\$50,000	\$100,000	
	Federal:	\$136,116	\$136,117	\$272,233	\$68,058	\$68,059	\$136,117	\$68,058	\$68,059	\$136,117	
	Task 8 Total:	\$236,116	\$236,117	\$472,233	\$118,058	\$118,059	\$236,117	\$118,058	\$118,059	\$236,117	
Task 9: Travel Training	STIF Formula:	\$10,270	\$10,270	\$20,540	\$10,270	\$10,270	\$20,540	\$0	\$0	\$0	
	Federal:	\$89,730	\$89,730	\$179,460	\$89,730	\$89,730	\$179,460	\$0	\$0	\$0	
	Task 9 Total:	\$100,000	\$100,000	\$200,000	\$100,000	\$100,000	\$200,000	\$0	\$0	\$0	
Task 10: Transit Host Program	STIF Formula:	\$7,703	\$7,703	\$15,406	\$7,703	\$7,703	\$15,406	\$0	\$0	\$0	
	Federal:	\$67,297	\$67,297	\$134,594	\$67,297	\$67,297	\$134,594	\$0	\$0	\$0	
	Task 10 Total:	\$75,000	\$75,000	\$150,000	\$75,000	\$75,000	\$150,000	\$0	\$0	\$0	
Task 11: Transportation Eligibility Assessments	STIF Formula:	\$250,000	\$250,000	\$500,000	\$200,000	\$200,000	\$400,000	\$50,000	\$50,000	\$100,000	
	Federal:	\$89,339	\$89,339	\$178,678	\$71,471	\$71,471	\$142,942	\$17,868	\$17,868	\$35,736	
	Task 11 Total:	\$339,339	\$339,339	\$678,678	\$271,471	\$271,471	\$542,942	\$67,868	\$67,868	\$135,736	
Task 12: Florence Rhody Express	STIF Formula:	\$75,000	\$75,000	\$150,000	\$0	\$0	\$0	\$75,000	\$75,000	\$150,000	
	Federal:	\$91,992	\$91,992	\$183,984	\$0	\$0	\$0	\$91,992	\$91,992	\$183,984	
	Local:	\$32,000	\$32,000	\$64,000	\$0	\$0	\$0	\$32,000	\$32,000	\$64,000	
Task 12 Total:	\$198,992	\$198,992	\$397,984	\$0	\$0	\$0	\$198,992	\$198,992	\$397,984		
Task 13: Oakridge Diamond Express	STIF Formula:	\$125,000	\$125,000	\$250,000	\$62,500	\$62,500	\$125,000	\$62,500	\$62,500	\$125,000	
	Federal:	\$125,000	\$125,000	\$250,000	\$62,500	\$62,500	\$125,000	\$62,500	\$62,500	\$125,000	
	Local:	\$12,000	\$12,000	\$24,000	\$6,000	\$6,000	\$12,000	\$6,000	\$6,000	\$12,000	
Task 13 Total:	\$262,000	\$262,000	\$524,000	\$131,000	\$131,000	\$262,000	\$131,000	\$131,000	\$262,000		
Task 14: Project A Contingency	STIF Formula:	\$359,892	\$359,892	\$719,784	\$278,951	\$278,951	\$557,902	\$80,941	\$80,941	\$161,881	
	Task 14 Total:	\$359,892	\$359,892	\$719,784	\$278,951	\$278,951	\$557,902	\$80,941	\$80,941	\$161,881	
Project A Total	STIF Formula:	\$2,159,351	\$2,159,351	\$4,318,702	\$1,673,707	\$1,673,707	\$3,347,414	\$485,644	\$485,644	\$971,287	
	Federal:	\$1,243,556	\$1,243,557	\$2,487,113	\$752,841	\$752,842	\$1,505,683	\$490,715	\$490,715	\$981,430	
	Local:	\$145,108	\$145,108	\$290,216	\$55,432	\$55,432	\$110,864	\$89,676	\$89,676	\$179,352	
	Project Total:	\$3,548,015	\$3,548,016	\$7,096,031	\$2,481,980	\$2,481,981	\$4,963,961	\$1,066,034	\$1,066,035	\$2,132,069	
Project B Transit Service Increases	Task 1: Cottage Grove & Creswell ADA Paratransit Extension	STIF Formula:	\$100,000	\$100,000	\$200,000	\$100,000	\$100,000	\$200,000	\$0	\$0	\$0
		Task 1 Total:	\$100,000	\$100,000	\$200,000	\$100,000	\$100,000	\$200,000	\$0	\$0	\$0
	Task 2: Fixed Route Service Increase	STIF Formula:	\$3,500,000	\$4,500,000	\$8,000,000	\$3,500,000	\$4,500,000	\$8,000,000	\$0	\$0	\$0
		Task 2 Total:	\$3,500,000	\$4,500,000	\$8,000,000	\$3,500,000	\$4,500,000	\$8,000,000	\$0	\$0	\$0
	Task 3: Demand Response "Shopper" Service Increase	STIF Formula:	\$225,000	\$225,000	\$450,000	\$225,000	\$225,000	\$450,000	\$0	\$0	\$0
		Task 3 Total:	\$225,000	\$225,000	\$450,000	\$225,000	\$225,000	\$450,000	\$0	\$0	\$0
	Task 4: Cottage Grove Connector Service Expansion	STIF Formula:	\$305,000	\$305,000	\$610,000	\$305,000	\$305,000	\$610,000	\$0	\$0	\$0
		Task 4 Total:	\$305,000	\$305,000	\$610,000	\$305,000	\$305,000	\$610,000	\$0	\$0	\$0
	Task 5: Mobility on Demand Pilot	STIF Formula:	\$0	\$305,000	\$305,000	\$0	\$305,000	\$305,000	\$0	\$0	\$0
		Task 5 Total:	\$0	\$305,000	\$305,000	\$0	\$305,000	\$305,000	\$0	\$0	\$0
Task 6: Project B Contingency	STIF Formula:	\$826,000	\$1,087,000	\$1,913,000	\$826,000	\$1,087,000	\$1,913,000	\$0	\$0	\$0	
	Task 6 Total:	\$826,000	\$1,087,000	\$1,913,000	\$826,000	\$1,087,000	\$1,913,000	\$0	\$0	\$0	
Project B Total	STIF Formula:	\$4,956,000	\$6,522,000	\$11,478,000	\$4,956,000	\$6,522,000	\$11,478,000	\$0	\$0	\$0	
	Project Total:	\$4,956,000	\$6,522,000	\$11,478,000	\$4,956,000	\$6,522,000	\$11,478,000	\$0	\$0	\$0	
Project C Passenger Fare Programs	Task 1: Trip Planning Mobile App	STIF Formula:	\$250,000	\$250,000	\$500,000	\$250,000	\$250,000	\$500,000	\$0	\$0	\$0
		Task 1 Total:	\$250,000	\$250,000	\$500,000	\$250,000	\$250,000	\$500,000	\$0	\$0	\$0
	Task 2: K-12 Student Pass Program	STIF Formula:	\$850,000	\$850,000	\$1,700,000	\$850,000	\$850,000	\$1,700,000	\$0	\$0	\$0
		Task 2 Total:	\$850,000	\$850,000	\$1,700,000	\$850,000	\$850,000	\$1,700,000	\$0	\$0	\$0
	Task 3: Low-Income Fare Program	STIF Formula:	\$500,000	\$500,000	\$1,000,000	\$500,000	\$500,000	\$1,000,000	\$0	\$0	\$0
		Task 3 Total:	\$500,000	\$500,000	\$1,000,000	\$500,000	\$500,000	\$1,000,000	\$0	\$0	\$0
	Task 4: Integrated Fare Validation	STIF Formula:	\$175,000	\$40,000	\$215,000	\$87,500	\$34,000	\$107,500	\$87,500	\$20,000	\$107,500
		Task 4 Total:	\$175,000	\$40,000	\$215,000	\$87,500	\$34,000	\$107,500	\$87,500	\$20,000	\$107,500
	Task 5: Project C Contingency	STIF Formula:	\$355,000	\$328,000	\$683,000	\$337,500	\$326,800	\$661,500	\$17,500	\$4,000	\$21,500
		Task 5 Total:	\$355,000	\$328,000	\$683,000	\$337,500	\$326,800	\$661,500	\$17,500	\$4,000	\$21,500
Project C Total	STIF Formula:	\$2,130,000	\$1,968,000	\$4,098,000	\$2,025,000	\$1,960,800	\$3,969,000	\$105,000	\$24,000	\$129,000	
	Project Total:	\$2,130,000	\$1,968,000	\$4,098,000	\$2,025,000	\$1,960,800	\$3,969,000	\$105,000	\$24,000	\$129,000	

2024-2025 STIF Formula Fund Tables

11/15/2022

PROJECT NAME	TASK	FUND TYPE	TOTAL			IN DISTRICT			OUT OF DISTRICT		
			2024	2025	TOTAL	2024	2025	TOTAL	2024	2025	TOTAL
Project D STIF Administration	Task 1: Sustainable Service Reserve	STIF Formula:	\$292,612	\$292,612	\$585,224	\$292,612	\$292,612	\$585,224	\$0	\$0	\$0
		Task 1 Total:	\$292,612	\$292,612	\$585,224	\$292,612	\$292,612	\$585,224	\$0	\$0	\$0
	Task 2: STIF Administration	STIF Formula:	\$200,000	\$200,000	\$400,000	\$200,000	\$200,000	\$400,000	\$0	\$0	\$0
		Task 2 Total:	\$200,000	\$200,000	\$400,000	\$200,000	\$200,000	\$400,000	\$0	\$0	\$0
	Project D Total	STIF Formula:	\$492,612	\$492,612	\$985,224	\$492,612	\$492,612	\$985,224	\$0	\$0	\$0
Project Total:		\$492,612	\$492,612	\$985,224	\$492,612	\$492,612	\$985,224	\$0	\$0	\$0	
Project E Rolling Stock	Task 1: Ridesource Shopper Vehicle Expansion/ Replacement	STIF Formula:	\$200,000	\$0	\$200,000	\$200,000	\$0	\$200,000	\$0	\$0	\$0
		Task 1 Total:	\$200,000	\$0	\$200,000	\$200,000	\$0	\$200,000	\$0	\$0	\$0
	Task 2: Fixed Route Vehicle Replacement	STIF Formula:	\$4,487,500	\$885,000	\$5,372,500	\$4,487,500	\$885,000	\$5,372,500	\$0	\$0	\$0
		Federal:	\$13,462,500	\$2,655,000	\$16,117,500	\$13,462,500	\$2,655,000	\$16,117,500	\$0	\$0	\$0
	Task 2 Total:	\$17,950,000	\$3,540,000	\$21,490,000	\$17,950,000	\$3,540,000	\$21,490,000	\$0	\$0	\$0	
	Task 3: Diamond Express Vehicle Replacement	STIF Formula:	\$360,000	\$0	\$360,000	\$360,000	\$0	\$360,000	\$0	\$0	\$0
		Task 3 Total:	\$360,000	\$0	\$360,000	\$360,000	\$0	\$360,000	\$0	\$0	\$0
	Task 4: Specialized Services Fleet	STIF Formula:	\$3,045,000	\$980,000	\$4,025,000	\$3,045,000	\$980,000	\$4,025,000	\$0	\$0	\$0
		Federal:	\$1,015,000	\$325,000	\$1,340,000	\$1,015,000	\$325,000	\$1,340,000	\$0	\$0	\$0
	Task 4 Total:	\$4,060,000	\$1,305,000	\$5,365,000	\$4,060,000	\$1,305,000	\$5,365,000	\$0	\$0	\$0	
Task 5: Project E Contingency	STIF Formula:	\$1,618,500	\$373,000	\$1,991,500	\$1,618,500	\$373,000	\$1,991,500	\$0	\$0	\$0	
	Task 5 Total:	\$1,618,500	\$373,000	\$1,991,500	\$1,618,500	\$373,000	\$1,991,500	\$0	\$0	\$0	
Project E Total	STIF Formula:	\$9,711,000	\$2,238,000	\$11,949,000	\$9,711,000	\$2,238,000	\$11,949,000	\$0	\$0	\$0	
Federal:	\$14,477,500	\$2,980,000	\$17,457,500	\$14,477,500	\$2,980,000	\$17,457,500	\$0	\$0	\$0		
Project Total:		\$24,188,500	\$5,218,000	\$29,406,500	\$24,188,500	\$5,218,000	\$29,406,500	\$0	\$0	\$0	
Project F Out-of-District Vehicle Purchases	Task 1: Out-of-District Bus Replacement/Purchase	STIF Formula:	\$220,000	\$0	\$220,000	\$0	\$0	\$0	\$220,000	\$0	\$220,000
		Task 1 Total:	\$220,000	\$0	\$220,000	\$0	\$0	\$0	\$220,000	\$0	\$220,000
	Task 2: Rhody Express Service Vehicle Purchase	STIF Formula:	\$145,000	\$0	\$145,000	\$0	\$0	\$0	\$145,000	\$0	\$145,000
		Task 2 Total:	\$145,000	\$0	\$145,000	\$0	\$0	\$0	\$145,000	\$0	\$145,000
	Task 3: Project F Contingency	STIF Formula:	\$73,000	\$0	\$73,000	\$0	\$0	\$0	\$73,000	\$0	\$73,000
Task 3 Total:		\$73,000	\$0	\$73,000	\$0	\$0	\$0	\$73,000	\$0	\$73,000	
Project F Total	STIF Formula:	\$438,000	\$0	\$438,000	\$0	\$0	\$0	\$438,000	\$0	\$438,000	
Project Total:		\$438,000	\$0	\$438,000	\$0	\$0	\$0	\$438,000	\$0	\$438,000	
Project G Increased Service (Out-of-District)	Task 1: Rhody Express Service Expansion	STIF Formula:	\$220,000	\$220,000	\$440,000	\$0	\$0	\$0	\$220,000	\$220,000	\$440,000
		Task 1 Total:	\$220,000	\$220,000	\$440,000	\$0	\$0	\$0	\$220,000	\$220,000	\$440,000
	Task 2: Diamond Express 4th Trip Pilot Project	STIF Formula:	\$75,000	\$75,000	\$150,000	\$0	\$0	\$0	\$75,000	\$75,000	\$150,000
		Task 2 Total:	\$75,000	\$75,000	\$150,000	\$0	\$0	\$0	\$75,000	\$75,000	\$150,000
	Task 3: Diamond Express Saturday Service Pilot Project	STIF Formula:	\$75,000	\$75,000	\$150,000	\$0	\$0	\$0	\$75,000	\$75,000	\$150,000
		Task 3 Total:	\$75,000	\$75,000	\$150,000	\$0	\$0	\$0	\$75,000	\$75,000	\$150,000
Task 4: Project G Contingency	STIF Formula:	\$74,000	\$74,000	\$148,000	\$0	\$0	\$0	\$74,000	\$74,000	\$148,000	
	Task 4 Total:	\$74,000	\$74,000	\$148,000	\$0	\$0	\$0	\$74,000	\$74,000	\$148,000	
Project G Total	STIF Formula:	\$444,000	\$444,000	\$888,000	\$0	\$0	\$0	\$444,000	\$444,000	\$888,000	
Project Total:		\$444,000	\$444,000	\$888,000	\$0	\$0	\$0	\$444,000	\$444,000	\$888,000	
Project H Sustainable Service	Task 1: Reserve Funds	STIF Formula:	\$0	\$6,000	\$6,000	\$0	\$0	\$0	\$0	\$6,000	\$6,000
		Task 1 Total:	\$0	\$6,000	\$6,000	\$0	\$0	\$0	\$0	\$6,000	\$6,000
	Project H Total	STIF Formula:	\$0	\$6,000	\$6,000	\$0	\$0	\$0	\$0	\$6,000	\$6,000
Project Total:		\$0	\$6,000	\$6,000	\$0	\$0	\$0	\$0	\$6,000	\$6,000	
Project I Florence-Yachats Connector	Task 1: Matching Funds for Operational Costs	STIF Formula:	\$63,500	\$63,500	\$127,000	\$0	\$0	\$0	\$63,500	\$63,500	\$127,000
		Other State:	\$254,000	\$254,000	\$508,000	\$0	\$0	\$0	\$254,000	\$254,000	\$508,000
		Task 1 Total:	\$317,500	\$317,500	\$635,000	\$0	\$0	\$0	\$317,500	\$317,500	\$635,000
	Task 2: Project I Contingency	STIF Formula:	\$12,700	\$12,700	\$25,400	\$0	\$0	\$0	\$12,700	\$12,700	\$25,400
		Task 2 Total:	\$12,700	\$12,700	\$25,400	\$0	\$0	\$0	\$12,700	\$12,700	\$25,400
Project I Total	STIF Formula:	\$76,200	\$76,200	\$152,400	\$0	\$0	\$0	\$76,200	\$76,200	\$152,400	
Other State:	\$254,000	\$254,000	\$508,000	\$0	\$0	\$0	\$254,000	\$254,000	\$508,000		
Project Total:		\$330,200	\$330,200	\$660,400	\$0	\$0	\$0	\$330,200	\$330,200	\$660,400	
Project J Eugene-Florence Connector	Task 1: Matching Funds for Service Expansion	STIF Formula:	\$118,000	\$118,000	\$236,000	\$11,800	\$11,800	\$23,600	\$106,200	\$106,200	\$212,400
		Other State:	\$472,000	\$472,000	\$944,000	\$47,200	\$47,200	\$94,400	\$424,800	\$424,800	\$849,600
		Task 1 Total:	\$590,000	\$590,000	\$1,180,000	\$59,000	\$59,000	\$118,000	\$531,000	\$531,000	\$1,062,000
	Task 2: Project J Contingency	STIF Formula:	\$23,600	\$23,600	\$47,200	\$2,360	\$2,360	\$4,720	\$21,240	\$21,240	\$42,480
		Task 2 Total:	\$23,600	\$23,600	\$47,200	\$2,360	\$2,360	\$4,720	\$21,240	\$21,240	\$42,480
Project J Total	STIF Formula:	\$141,600	\$141,600	\$283,200	\$14,160	\$14,160	\$28,320	\$127,440	\$127,440	\$254,880	
Other State:	\$472,000	\$472,000	\$944,000	\$47,200	\$47,200	\$94,400	\$424,800	\$424,800	\$849,600		
Project Total:		\$613,600	\$613,600	\$1,227,200	\$61,360	\$61,360	\$122,720	\$552,240	\$552,240	\$1,104,480	



# Lane Transit District Board Member Reports

This report provides an overview of the topics covered at all Board subcommittees, Community Advisory Committees, and local governmental and stakeholder committees that Lane Transit District Board of Directors have attended since the previous months Board meeting.

MEETINGS HELD	BOARD REPRESENTATIVE	TOPICS COVERED
LTD Ad Hoc: Recruitment & Retention	Susan Cox Pete Knox	April 3, 2024 <ul style="list-style-type: none"> <li>Recruitment and Retention Strategies</li> </ul>
<a href="#">Metropolitan Policy Committee</a>	Susan Cox Kelly Sutherland	March 7, 2024 <ul style="list-style-type: none"> <li>Appointment Oregon MPO Consortium Member</li> <li>Project Proposals for MPO Redistribution Funding</li> <li>Climate Friendly Equitable Communities Governing Body and Status Update</li> <li>Broadband Planning Update</li> </ul> From LTD: <ul style="list-style-type: none"> <li>ATTAIN Grant Letter of Support</li> <li>LTD System Review Update</li> </ul>
<a href="#">Lane Area Commission on Transportation</a>	Heather Murphy Jameson T. Auten	March 13, 2024 <ul style="list-style-type: none"> <li>ODOT Update</li> <li>LaneACT staff update</li> <li>Port of Coos Bay – Planned improvements</li> <li>Flooding on OR 126 West at Cushman</li> <li>OR 126 East Highway Safety Study</li> </ul>



**LANE TRANSIT DISTRICT  
DELEGATED AUTHORITY REPORT  
March 2024**

Contracts								
DATE EXECUTED	CONTRACTOR	DESCRIPTION	CONTRACT TYPE	CONTRACT TERM	CONTRACT VALUE	NEW CONTRACT VALUE	SIGNER	NOTES
3/1/2024	Camp Creek Electric	Springfield Station Wheelchair Charger	Task Order	Jul 1, 2021 - Jun 30, 2026	\$149,999.00	TO NTE: \$3,000.00	M. Imlach	TO 202104-2024-006 to Contract #2021-04
3/1/2024	MPI Consulting, LLC	Professional Accounting Services	Professional Services	Jun 8, 2023 - Jun 7, 2025	\$15,000.00		P. Strutz	New Contract
3/1/2024	Turrell Group	Research and Profile Development of Potential Ideal LTD Job Candidates	Task Order	Jul 1, 2023 - Jun 30, 2024	\$195,000.00	TO NTE: \$75,000.00	P. Walsh	Task Order 201933-2024-013 to contract 2019-33
3/15/2024	Trapeze Software Group	RideSource Software and License Agreement	Professional Services	Sep 29, 2017 - ongoing	\$725,577.00	\$821,927.00	J. Ahlen	Amendment to increase license amount and annual maintenance.
3/23/2024	Giro, Inc.	Operations Scheduling Software	Professional Services	Feb 12, 2024 - Feb 11, 2029	\$1,292,945.00	no change	M. Imlach	Amendment to clarify "Business Hours" definition in Exhibit E
3/23/2024	Ogletree, Deakins, Nash, Smoak & Stewart	Legal Services	Professional Services	Apr 15, 2019 - Jun 30, 2024	\$230,000.00	no change	M. Peterson	Amendment to extend services for three months, or until a successful award of a new contract.
3/27/2024	Excellance in Innovation	Performance Unit Consultation	Personal Services	Mar 1, 2024 - 2/28/25	\$15,340.00	no change	A. Reichert	New Contract
3/27/2024	Lane Council of Governments	Mobility Management	IGA	Jul 1, 2018 - ongoing			J. Ahlen	Amendment to update the SOW, Key Personnel and BAA.
3/27/2024	Courval Scheduling Inc.	Hastus Technical Training	Personal Services	Mar 25, 2024 - Mar 24, 2029	\$50,906.00	no change	T. Schwetz	New Contract
3/27/2024	Lane Council of Governments	South Lane County Transportation Services	IGA	Jul 1, 2023 - Jun 30, 2024	\$8,750.00	\$43,750.00	J. Ahlen	Amendment to extend services for three months, or until a successful award of a new contract.
3/28/2024	Chambers Construction	Eugene Station Remodel	Construction Services	Jan 1, 2023 - Until Completed	\$3,722,734.00	\$3,739,588.00	J. McCormack	Amendment to increase funds per necessary architectural changes.
3/29/2024	Chambers Construction	Misc Concrete Repairs	Task Order	Mar 29, 2024 - Jun 15, 2024	\$8,500,000.00	TO NTE \$30,721.00	M. Imlach	Task Order 202148-2024-021 to contract 2021-48
3/29/2024	City of Cottage Grove, Lane Council of Governemnts and South Lane Wheels	South Lane Connector	IGA	Jul 31, 2023 - Jun 30, 2024	\$593,682.00	\$791,576.00	J. Ahlen	Amendment to extend services for three months, or until a successful award of a new contract.
<b>Group Pass/Non-Profit Program - Revenue Agreements</b>								
DATE EXECUTED	CONTRACTOR	DESCRIPTION	CONTRACT TYPE	CONTRACT TERM	ANNUAL CONTRACT VALUE	NUMBER of PARTICIPANTS	SIGNER	NOTES
3/2/2024	The Reveille Foundation	Non-Profit Pass	Agreement	Feb 27, 2024 - ongoing	varies	varies	J. Ahlen	New Agreement
3/12/2024	Medical Transportation Mangement	Group Pass Program	Agreement	Jan 1, 2020 - ongoing	\$2,081.28	32	P. Walsh	Amendment to clarify Definitions, Payment to LTD and Termination.
3/13/2024	St. Vincent de Paul - LIFT Services	Non-Profit Pass	Agreement	Oct 1, 2022 - ongoing	varies	varies	J. Ahlen	Amendment to update Key Personnel.
3/15/2024	White Bird Clinic	Non-Profit Pass	Agreement	Mar 15, 2023 - ongoing	varies	varies	J. Ahlen	New Agreement
3/19/2024	St. Vincent de Paul - Veteran Services	Non-Profit Pass	Agreement	Oct 1, 2022 - ongoing	varies	varies	J. Ahlen	Amendment to update Key Personnel.
3/28/2024	Lane Council of Governments	Group Pass Program	Agreement	Jan 1, 2020 - ongoing	\$3,855.60	51	P. Walsh	Amendment to clarify participant counts per LCOG's request.
3/28/2024	Equitable Social Solutions Navigation Center	Group Pass Program	Agreement	3/27/24 - ongoing	\$4,878.00	75	P. Walsh	New Agreement

# Lane Transit District Operations Report

January, 2024

<b>A. Ridership</b>	<u>Jan-23</u>	<u>Jan-24</u>	<u>% CHG</u>	<u>YTD 23</u>	<u>YTD 24</u>	<u>% CHG</u>
<b>EmX Boardings:</b>						
Average Daily Weekday	8,216	9,827	20%	8,216	9,827	20%
Average Daily Saturday	5,870	5,340	-9%	5,870	5,340	-9%
Average Daily Sunday	3,842	4,592	20%	3,842	4,592	20%
<b>Fixed Route Boardings:</b>						
Average Daily Weekday	11,491	11,937	4%	11,491	11,937	4%
Average Daily Saturday	5,857	5,459	-7%	5,857	5,459	-7%
Average Daily Sunday	3,971	4,226	6%	3,971	4,226	6%
<b>Specialized Services Boardings (Totals):</b>						
ADA Paratransit	6,695	7,708	15%	6,695	7,708	15%
Medicaid	18,345	20,887	14%	18,345	20,887	14%
Mental Health Program	336	288	-14%	336	288	-14%
Oakridge Diamond Express	560	485	-13%	560	485	-13%
Florence Rhody Express	510	399	-22%	510	399	-22%
Cottage Grove Connector	1,069	877	-18%	1,069	877	-18%
<b>Total Ridership</b>	<b>27,515</b>	<b>30,644</b>		<b>27,515</b>	<b>30,644</b>	

<b>B. Accidents</b>	<u>Jan-23</u>	<u>Jan-24</u>	<u>% CHG</u>	<u>YTD 23</u>	<u>YTD 24</u>	<u>% CHG</u>
Preventable	3	1	-67%	3	1	-67%
Non-Preventable	1	4	300%	1	4	300%

<b>C. Public Safety</b>	<u>Jan-23</u>	<u>Jan-24</u>	<u>% CHG</u>	<u>YTD 23</u>	<u>YTD 24</u>	<u>% CHG</u>
Total Ordinance Violations	165	208	26%	165	208	26%
Fare Inspections (Nمبر of people)	11,502	6,189	-46%	11,502	6,189	-46%
Fare Inspected Platforms/Buses	1,183	598	-49%	1,183	598	-49%
Time Spent Fare Inspecting	4,338	1,971	-55%	4,338	1,971	-55%
Fare Exclusions	2	2	0%	2	2	0%
Operator Assaults	1	1	0%	1	1	0%
Passenger Physical Assaults	3	4	33%	3	4	33%

<b>D. Fleet Maintenance</b>	<u>Jan-23</u>	<u>Jan-24</u>	<u>% CHG</u>	<u>YTD 23*</u>	<u>YTD 24*</u>	<u>% CHG</u>
Repair Cost Per Mile - 13 Month	\$1.69	\$2.18	29%	\$1.57	\$2.20	40%
PM Cost Per Mile - 13 Month	\$0.26	\$0.24	-8%	\$0.22	\$0.27	23%

\* Rolling 13 month

<b>E. Cust. Svc.- Fixed Route</b>	<u>Jan-23</u>	<u>Jan-24</u>	<u>% CHG</u>	<u>YTD 23</u>	<u>YTD 24</u>	<u>% CHG</u>
On-time Performance	94.3%	90.6%	-4%	94.3%	90.6%	-4%
Complaints per 100k Boardings(FR)	8.08	9.75	21%	8.08	9.75	21%
Calls Recvd. - Customer Service	1,708	2,093	23%	1,708	2,093	23%
Calls Answered under :30	1,514			1,514		

<b>F. Cust. Svc. - RideSource</b>	<u>Jan-23</u>	<u>Jan-24</u>	<u>% CHG</u>	<u>YTD 23</u>	<u>YTD 24</u>	<u>% CHG</u>
On-time Performance	82.29	90.16	10%	82.29	90.16	10%
Complaints per 100k Boardings(RS)	481	1364	184%	481	1364	184%
Calls Received - RideSource	23,525	19,828	-16%	23,525	19,828	-16%
Calls Answered under :30	78.3%	89.3%	14%	78.3%	89.3%	14%

Decreases are in part due to LTD closing operations due to the ice storm in January 2024.

# Lane Transit District Operations Report

February 2024

<b>A. Ridership</b>	<u>Feb-23</u>	<u>Feb-24</u>	<u>% CHG</u>	<u>YTD 23</u>	<u>YTD 24</u>	<u>% CHG</u>
<b>EmX Boardings:</b>						
Average Daily Weekday	8,950	9,766	9%	8,565	9,794	14%
Average Daily Saturday	6,758	6,387	-6%	6,314	5,863	-7%
Average Daily Sunday	4,550	4,824	6%	4,157	4,708	13%
<b>Fixed Route Boardings:</b>						
Average Daily Weekday	11,798	12,869	9%	11,637	12,426	7%
Average Daily Saturday	6,407	6,648	4%	6,132	6,054	-1%
Average Daily Sunday	4,399	4,755	8%	4,161	4,491	8%
<b>Specialized Services Boardings (Totals):</b>						
ADA Paratransit	6,223	9,477	52%	12,918	17,185	33%
Medicaid	17,310	22,436	30%	35,655	43,323	22%
Mental Health Program	321	251	-22%	657	539	-18%
Oakridge Diamond Express	499	686	37%	1,059	1,171	11%
Florence Rhody Express	488	448	-8%	998	847	-15%
Cottage Grove Connector	1,061	1,119	5%	2,130	1,996	-6%
<b>Total Ridership</b>						

<b>B. Accidents</b>	<u>Feb-23</u>	<u>Feb-24</u>	<u>% CHG</u>	<u>YTD 23</u>	<u>YTD 24</u>	<u>% CHG</u>
Preventable	4	2	-50%	7	3	-57%
Non-Preventable	6	5	-17%	7	9	29%

<b>C. Public Safety</b>	<u>Feb-23</u>	<u>Feb-24</u>	<u>% CHG</u>	<u>YTD 23</u>	<u>YTD 24</u>	<u>% CHG</u>
Total Ordinance Violations	177	210	19%	342	418	22%
Fare Inspections (Nmbr of people)	11,950	8,292	-31%	23,452	14,436	-38%
Fare Inspected Platforms/Buses	1,113	773	-31%	2,296	1,369	-40%
Time Spent Fare Inspecting	5,374	2,195	-59%	9,712	4,115	-58%
Fare Exclusions	0	1		2	1	-50%
Operator Assaults	0	0	0%	1	1	0%
Passenger Physical Assaults	3	2	-33%	6	6	0%

<b>D. Fleet Maintenance</b>	<u>Feb-23</u>	<u>Feb-24</u>	<u>% CHG</u>	<u>YTD 23*</u>	<u>YTD 24*</u>	<u>% CHG</u>
Repair Cost Per Mile - 13 Month	\$1.67	\$2.77	66%	\$1.58	\$2.29	45%
PM Cost Per Mile - 13 Month	\$0.20	\$0.31	55%	\$0.20	\$0.27	35%

\* Rolling 13 month

<b>E. Cust. Svc.- Fixed Route</b>	<u>Feb-23</u>	<u>Feb-24</u>	<u>% CHG</u>	<u>YTD 23</u>	<u>YTD 24</u>	<u>% CHG</u>
On-time Performance	93.6%	92.2%	-1%	93.9%	91.4%	-3%
Complaints per 100k Boardings(FR)	5.96	9.72	63%	14.04	19.47	39%
Calls Recvd. - Customer Service	1,684	1,512	-10%	4,680	4,906	5%
Calls Answered under :30	1,471	1,366	-7%	4,150	4,413	6%

<b>F. Cust. Svc. - RideSource</b>	<u>Feb-23</u>	<u>Feb-24</u>	<u>% CHG</u>	<u>YTD 23</u>	<u>YTD 24</u>	<u>% CHG</u>
On-time Performance	84.08%	90.1%	7%	83.2%	90.1%	8%
Complaints per 100k Boardings(RS)	726	565	-22%	1,207	1,949	61%
Calls Received - RideSource	21,591	21,377	-1%	45,116	41,205	-9%
Calls Answered under :30	83.5%	95.07%	14%	74.4%	89.0%	20%



# Lane Transit District

## Monthly Department Reports

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### Administration

Wendi Frisbie, Chief Administrative Officer

#### FINANCE

The ERP Project is 50% complete with critical operations in Expense, Revenue, and Budget Management fully launched. On deck for implementation are Bid Management, Project & Grant Management, and Point of Sale System Replacement.

### Transit Operations

Cosette Rees, Chief Customer Experience Officer

#### ACCESSIBLE AND CUSTOMER SERVICES

Lane Transit District (LTD) was recently recognized in the National Aging and Disability Transportation Center's (NADTC) Innovation Showcase competition, featuring our service animal paw print program. Additional details here: <https://www.nadtc.org/resources-publications/resource/2023-innovations-showcase/>

We have also renewed over 500 free honored rider (age 65 and over) bus passes just in the last month. The majority of our half-fare eligible passengers are making use of fare capping technology options in Umo, namely using "stored value" in lieu of a daily or monthly pass, making accessible the discounts to those who use the service regularly, without the requirement of an up-front purchase.

Customer Services has begun sending letters to those who have lost wallets in our lost and found department, which has resulted in a marked uptick in the number of returned wallets. So far, a record 18 wallets have been reunited with their owners in March.

As we are in the construction phase of the Eugene Station Modernization, the customer service center measured a sustained 93 decibel reading during recent construction of the Eugene Station Modernization project. For comparison, a lawnmower or a blender typically measures around 90 decibels. ACES staff have kept up good cheer and are making good use of noise cancelling headphones when we can, and are excited for the construction to be completed this summer.

The RideSource Service Review looks to quickly be completing an environmental scan and will move towards achieving our next milestones. RideSource passengers have made use of LTD's new portal notification system to provide



## Lane Transit District Monthly Department Reports

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trip reminders over e-mail, text, or phone call more than 50,000 times in the last month.

### **TRANSIT OPERATIONS**

LTD completed the full implementation of our new Carry-on Item Policy on our fixed route. This provides clear parameters limiting what can be brought on board in order to address safety issues. We've generally heard positive responses by both riders and operators alike.

### **PUBLIC SAFETY**

The Public Safety Department will add three new Public Safety Officers on April 15<sup>th</sup>, in addition to the two new Public Safety Supervisors added earlier this year. Two Public Safety Officers and a Field Supervisor participated in 40 hours of Crisis Intervention Training provided by Eugene Police Department at the end of February.

### **FLEET**

The Fleet Team continues to work through multiple procurement purchases and deliveries. We have 3 of 7 new R99 EmX buses on property. In addition, we have 16 of 19 new cutaway buses delivered and in the acceptance process. These 19 cutaways are for three different mobility services: Ride Source (17), Rhody Express (1), and South Lane (1). On top of those, we have several Non-Revenue vehicle purchases in process including 2 new Ford Interceptors, 3 new Minivans (Taxis), and 1 new Modified Minivan. We are nearing completion of our order for a second Shopper Shuttle and Modified Minivan for Ride Source. Finally, the team continues to do great work in providing safe, reliable, and clean buses and non-revenue vehicles to support mobility services.

## **Performance**

Aimee Reichert, Chief Performance Officer

### **BUSINESS INTELLIGENCE**

The Business Intelligence (BI) Unit has officially formed with 2 Business Intelligence Analysts (BIA) promoted from internal positions. The BIA role will be hyper-focused on the basic BI equation: Data Quality In = Data Quality Out. Over the coming months, the BIAs will be engaged in assessment of business processes across critical LTD technology systems, with an eye toward data quality assurance. In addition, the BI Unit will begin consultancy focused on BI best practice with Rani Narula-Woods, CEO for Excellent in Innovation and former LA Metro Strategic Initiatives Superintendent.

### **OTHER**

[LTD's Strategic Performance Dashboard](#)



# Lane Transit District Information on Future Board Meetings

## Monthly Board Meetings

### May 15

#### Business Updates, Discussions and Presentations

- a. None.

#### Business Action Items

- a. Compliance Policies.....Rebecca Hay, Compliance Officer & Carrie Stewart Records Manager
- b. COCA Communications.....Pat Walsh, Chief of Marketing Officer
- c. SPC Committee Members.....Jameson T. Auten, CEO
- d. Website Renovations .....Pat Walsh, Chief of Marketing Officer
- e. Florence and Oakridge Services.....John Ahlen, Accessible Services
- f. Behavioral Health and Transit Host...John, Accessible Services

### June 12

#### Business Updates, Discussions and Presentations

- a. Strategic Performance Results.....Aimee Reichert, Chief Performance Officer

#### Business Action Items

- b. Budget Approval.....Pam Strutz, Director of Finance

### July 17

#### Business Updates, Discussions and Presentations

- a. COA Scenarios Adoption .....Jeremy Card, Planner

#### Business Action Items

- a. COA Scenarios Adoption .....Jeremy Card, Planner
- b. Bus video camera replacement..... Cosette Rees Chief Customer Experience Officer