

## **For An Act To Be Entitled**

AN ACT TO ENSURE THE SAFE TRANSPORTATION OF RAILROAD EMPLOYEES BY CONTRACT CARRIERS BY ESTABLISHING STANDARDS FOR DRIVERS EMPLOYED BY THE CONTRACT CARRIERS AND THE MOTOR VEHICLES USED BY THE CONTRACT CARRIERS; AND FOR OTHER PURPOSES.

## **Subtitle**

THE SAFE TRANSPORTATION OF RAILROAD EMPLOYEES BY CONTRACT CARRIERS ACT.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF VIRGINIA:

SECTION 1. Virginia Code 56-419.2 is amended to add an additional subchapter to read as follows:

This subchapter shall be known as and may be cited as the "Safe Transportation of Railroad Employees by Contract Carriers Act".

### **Definitions.**

As used in this subchapter:

(1) "Contract carrier" means a passenger contract carrier that for compensation transports railroad employees with a vehicle designed or used to transport eight (8) persons or less, including the driver; and

(2)(A) "On-duty time" means all time at a terminal, facility, or other property of a contract carrier or on any public property waiting to be dispatched.

(B) "On-duty time" includes time spent inspecting, Servicing or 1 conditioning the vehicle, unless the driver has been relieved from duty by the contract carrier.

### **Driver qualification file.**

A contract carrier shall maintain a driver qualification file for each driver it employs.

The driver qualification file may be combined with the personnel file of the employee.

The driver qualification file shall include:

(1) A certificate of physical examination conducted by a physician every two (2) years that certifies the physical ability of the driver to operate a commercial motor vehicle;

(2) Documentation that establishes that the driver's driving record has been reviewed at least one (1) time per year;

(3) Documentation related to the driver's violation of motor vehicle laws or ordinances, if applicable;

(4) Other documentation related to the driver's qualification or ability to drive a motor vehicle;

(5) The driver's application for employment

A person shall not drive a commercial motor vehicle unless he/she has completed and furnished the motor carrier that employs him/her with an application for employment that meets the requirements of paragraph (A) of this section.

(A) The application for employment shall be made on a form furnished by the motor carrier. Each application form must be completed by the applicant, must be signed by him/her, and must contain the following information:

- (A)(1) The name and address of the employing motor carrier
- (A)(2) The applicant's name, address, date of birth, and social security number
- (A)(3) The addresses at which the applicant has resided during the 3 years preceding the date on which the application is submitted
- (A)(4) The date on which the application is submitted
- (A)(5) A copy of the issuing State vehicle operator's license and **certificate of the driver's road test conducted by the motor carrier and signed by the individual giving the road test.**
- (A)(6) The nature and extent of the applicant's experience in the operation of motor vehicles
- (A)(7) A list of all motor vehicle accidents in which the applicant was involved during the 3 years preceding the date the application is submitted, specifying the date and nature of each accident and any fatalities or personal injuries it caused
- (A)(8) A list of all violations of motor vehicle laws or ordinances (other than violations involving only parking) of which the applicant was convicted or forfeited bond or collateral during the 3 years preceding the date the application is submitted;
- (A)(9) A statement setting forth in detail the facts and circumstances of any denial, revocation, or suspension of any license, permit, or privilege to operate a motor vehicle that has been issued to the applicant, or a statement that no such denial, revocation, or suspension has occurred
- (A)(10) A list of the names and addresses of the applicant's employers during the 3 years preceding the date the application is submitted, dates he or she was employed by that employer The reason for leaving the employ of that employer. Responses from previous employers, if required by the current employer
- (A)(11)

Driver disqualification and limitations.

(a) A driver is disqualified from driving for a contract carrier under this subchapter if the driver has committed two (2) or more serious traffic violations within a three-year period.

(b)(1) A contract carrier shall not allow or require a driver to drive or remain on duty for more than:

(A) Ten (10) hours after eight (8) consecutive undisturbed hours off duty;

(B) Fifteen (15) hours of combined on-duty time and drive time since last obtaining eight (8) consecutive undisturbed hours of off-duty time; or

(C) Seventy (70) hours of on-duty and drive time in any period of eight (8) consecutive days.

(2) After twenty-four (24) hours of undisturbed rest off-duty, a driver begins a new seven (7) consecutive day period and on-duty time is reset to zero (0).

(3) A transport vehicle driver who encounters an emergency and cannot, because of that emergency, safely complete a transportation assignment within the ten-hour maximum driving time permitted under this section may drive and be permitted or required to drive a transport motor vehicle for not more than two (2) additional hours in order to complete that transportation assignment or to reach a place offering safety for the occupants of the transport motor vehicle and security for the transport motor vehicle if the transportation assignment reasonably could have been completed within the ten-hour period absent the emergency.

(c) A contract carrier shall maintain and retain for a period of six

(6) months accurate time records that show:

- (1) The time the driver reports for duty each day;
- (2) The total number of hours of on-duty time for each driver for each day;
- (3) The time the driver is released from duty each day; and
- (4) The total number of hours driven each day.

Driver testing.

(a)(1) Before a driver performs any duties for a contract carrier, the driver shall undergo the same testing and requirements for alcohol and controlled substances as required for a commercial driver's license (CDL)

### **Vehicle Inspection.**

A contract carrier shall inspect or cause to be inspected a motor Vehicle that it operates for passenger transportation in the State of Virginia as required by Virginia State Police Motor Vehicle Safety Inspection Program

(c) A contract carrier shall require each of its drivers to complete a written motor vehicle report upon completion of each day's work on the motor vehicle that the driver operated

Maintenance and Repair Program.

A contract carrier shall establish maintenance and repair program, to include at least weekly inspections under this section.

A contract carrier's maintenance and repair program shall include  
Checking parts and accessories for safety and proper operation at all times and  
Cleanliness of the motor vehicle.

A spare tire that is fully inflated;

A secured location for personal baggage, including proper restraints;

Fully-operational seatbelts for all passenger seats;

A heater and air conditioner that is properly working with properly working fans; and

An emergency road kit that contains at least a first aid kit, flares, reflective triangles, jumper cables, and a fire extinguisher.

A motor vehicle shall not be operated in a condition that is likely to cause an accident or mechanical breakdown.

A contract carrier shall maintain records for its maintenance and repair program for each motor vehicle.

The records shall include:

Identifying information for the motor vehicle to include the vehicle identification number, make, year manufactured, and company identification number if one is provided;  
Owner information if the contract carrier is not the owner of the vehicle;

The history of inspections, repairs, and maintenance that describe the activity and the date the activity was performed.

, the records under this subsection shall be maintained by the contract carrier at its place of business for one (1) year.

(B) If the motor vehicle leaves the contract carrier's control, the records under this subsection shall be maintained by the contract carrier at its place of business for six (6) months.

A contract carrier and its officers, drivers, agents, and

Employees who are required to inspection or maintenance of motor Vehicles shall comply with and be knowledgeable of the contract carrier's maintenance and repair program under this section.

Access to facilities and records.

A contract carrier shall allow an employee of the **Virginia state Police and Transportation Department** or its designee access to:

A facility to determine compliance with this subchapter; and  
Records or information related to an accident investigation under this subchapter.

Liability protection.

A contract carrier shall obtain and maintain an insurance policy of Five million dollars (5,000,000) for each motor vehicle that transports Railroad Employees.

Penalties.

A person who knowingly violates a provision of this sub-chapters liable to the state for a civil penalty not to exceed one thousand dollars (\$1,000) for each violation. Each day that a violation continues is a separate offense.

The Virginia state police and Transportation Department shall assess penalties for violations under this subchapter by written notice to the violator.

To determine the amount of the penalty, the department or its designee shall evaluate:

The nature, circumstances, extent, and gravity of the violation;

The degree of culpability, history of prior offenses,

Ability to pay, and effect on the ability to continue to do business of the

Person found to have committed a violation; and

Other circumstances as justice may require.

Right of railroad to contract.

This subchapter is not intended to limit, and shall not be

Construed as limiting, the right of a railroad to contract with a contract

Carrier that certifies to the railroad that it is in compliance with the

Provisions of this sub-chapter or any applicable federal requirements.

The railroad is entitled to rely on a contract carrier's

Certification that it is operating in compliance with this subchapter without

Further inquiry.