
Subject: Motor Vehicle

Ownership: Work Environment

Updated: May 2013

Policy Number: 706C

PURPOSE

To ensure that all drivers of Sodexo vehicles meet the minimum requirements as per our insurance policy.

SCOPE

This policy applies to all employees who operate Sodexo owned or leased vehicles in conducting their business. The policy is divided into two sections, applying to existing drivers and new hires.

RESPONSIBILITY

It is the responsibility of all management staff to ensure that this policy is followed.

PROCEDURES

In response to recent changes in insurance regulations and the increased legislation regarding the employer's responsibility and liability with respect to accidents, we are instituting the attached policy, effective immediately. The standard described in the policy will help ensure that we minimize our liability and costs with respect to our motor vehicles operations. All of the steps that will be introduced focus on the prevention and management of potential accidents with our vehicles.

1. NEW HIRES

In hiring for any position, it is imperative that we hire the person whose skills best match those required for the job. In addition, in all provinces, the types of questions that can be asked are limited at various stages of the selection process. Below are listed the proper steps that must be taken to help ensure that we meet both of these objectives.

- When hiring, the request for an individual's driving record can only be made if the position requires the person to be driving for the majority of the work day.
- If this first condition is met, questions regarding the driver's history can only be made during the interview stage. (Attached are a number of questions that can be asked to assist in the selection process - APPENDIX A).
- Upon selection of the "best fit" candidate, have the employee review and sign a letter of hire (APPENDIX B) prior to their starting with Sodexo. This enables you to investigate their driving record, to confirm answers provided during the interview stage.
- The investigation of an individual's driving record can be done through the Provincial "Driving record search or application" These forms, which provide a complete record of an individual's driving record, can be obtained for a minimal fee on the Official Provincial Government website. Use the key words "driving report" on the official website of your province for more information.
- If the candidate has provided erroneous information or withheld information which would have an impact on their ability to perform in the position, then the individual should be terminated as per the letter of hire.

2. EXISTING EMPLOYEES

With respect to our existing employees who are required to drive for the majority of the work day, it is important that we have the driver's authorization for a minimum annual driver's license verification. The provision of this authorization must be voluntarily provided by the employee. The employee has a right to refuse the provision of this information.

The authorization (APPENDIX C) will also include a clause stating that "if an employee, whose position requires the person to be driving for the majority of the work day, has their license suspended and/or lost, it would result in disciplinary action up to and including termination". It is important to note that each case must be considered carefully regarding the time frame, seriousness, quantity and the circumstances involved.

In units who have a seasonal workforce and who terminate their employees in the spring and rehire in the fall, the employer should utilize the "new hire letter" upon hire in order to confirm the license verification.

Every year, the employee who is responsible for a Sodexo Vehicle has to review and sign off the *Driver's Responsibility list* (APPENDIX D).

If an employee is eligible for a Company Vehicle or for a Car Allowance under the present policy, the vehicle will be ordered through Sodexo Fleet Management. Every employee using a Company Vehicle or a Car Allowance under Sodexo has to agree that the use of the Vehicle is subject to several conditions (APPENDIX E).

Ultimately, it is the manager's responsibility to make sure that any employee who is using a Sodexo Vehicle has viewed and agreed this policy as well as the Defensive Driving Rules that we encourage and strongly recommend at Sodexo. It is the employee responsibility to conform to these driving rules and to respect this policy.

APPENDIX A

DRIVER INTERVIEW QUESTIONS

1. Have you had an automobile accident within the last 5 years?

Yes _____ No _____ If yes, explain.

2. Do you possess a current driver's license? Yes ____ No ____

Province _____ Type _____ Expiration Date _____

Full name as it appears on License: _____

3. Have you ever had a driver's license revoked or suspended?

Yes _____ No _____ If yes, explain.

4. Have you received any traffic summons within the last 5 years?

Yes _____ No _____ If yes, explain.

5. Have you ever attended (completed) a driver's education course? Yes ____ No ____

Where (in which company)? _____

I understand that all of the information provided on this form will be kept confidential; and certify that to the best of my knowledge, the above information is correct. Upon hire, the direction will be verifying the above statements and if falsifications occurred, they may result in disciplinary action up to and including termination.

Applicant's Signature

APPENDIX B

LETTER OF HIRE (sample)

Mr. Joe Smith
24 Home Street
Anytown, Ontario
L6Y 5T9

Dear Mr. Smith,

Employment Agreement

I am pleased to offer you employment with the Sodexo effective (Month) (Day), (Year) as a Driver.

Your duties and hours of work shall be determined by the company and shall include such duties as are set out in the attached job description.

Your initial starting salary will be \$X.00 per hour, and in addition to your salary, you will be entitled to the benefits set out in the attached benefits manual.

The company will review your performance following your three-month probationary period and your performance/salary on each anniversary date of this agreement.

Since this position requires you to drive for the majority of the workday, we must perform a driver's investigation for which we need your authorization. A refusal to authorize this verification will constitute grounds for termination without notice.

Furthermore, if the license verification indicates a poor record (level of concern to be determined by timeframe, seriousness and quantity of accidents as per company policy), that falsifies the answers you provided during the interview stage, this will constitute grounds for termination without notice (i.e. just cause).

Please confirm your acceptance of these terms of employment by signing where indicated below.

We look forward to seeing you on Month Day, Year, the date that you commence your employment with the company.

Yours truly,

John Jones
Account Director

I have read and understand this offer of employment and accept employment with the Company on these terms.

John Smith

Date

APPENDIX C

LICENSE VERIFICATION AUTHORIZATION

Since it is a requirement of my position as Driver and, due to the fact that I am required to drive a vehicle for the majority of the work day, I hereby authorize my employer, Sodexo, to conduct an annual license verification.

I understand that, should my license be revoked, suspended or lost, therefore affecting my ability to perform my job, it could result in disciplinary action up to and including termination.

I have read and understand the above terms and hereby authorize my employer, Sodexo, to conduct an annual license verification.

Employee Signature

Witness Signature

Date

Appendix D

DRIVER'S RESPONSIBILITY (ANNUAL REVIEW REQUIRED)

- a. Driver and passengers must wear safety belts when vehicle is in operation. Riding in vehicle cargo area is prohibited unless seats and passenger restraints are provided.
- b. You may not operate a vehicle unless you have been issued and hold a valid operators license for that vehicle.
- c. You must carry your driver's license with you at all times you are operating a motor vehicle.
- d. You may not lend your driver's license to anyone.
- e. In the case that your license is revoked or suspended, you **MUST** notify your manager immediately.
- f. In the case that your license is revoked or suspended, you cannot operate a motor vehicle.
- g. If you are involved in a traffic accident, you are required by law to:
 - Stop at the scene and render assistance.
 - Report accident to police authorities.
 - Report accident to the unit for which you work.
 - Obtain accident information and record on accident form (located in glove box) for all vehicles involved.
- h. Observe all traffic laws, - obey all traffic signs and signals - give proper signals when making a turn.
- i. Permit no unauthorized riders or drivers.
- j. Do not permit anyone to ride on fenders, top of cab, or cab shield.
- k. Never follow the vehicle ahead too closely.
- l. Do not allow weight capacity to exceed the legal vehicle limits. The driver is responsible for the loading and unloading of the vehicles.
- m. Always park vehicle off the right-of-way, do not leave the motor running while in park position. When parking a vehicle, put in parking gear and set brakes.
- n. Frequently complete the following safety checks of the vehicle.
 - Check lights - keep reflectors, lenses and license plates clean.
 - Check brakes. Never drive with defective brakes.
 - Keep windshield clean and the windshield wipers in good working order.
 - Check horn for proper operation.
 - Make sure tires are in good, safe condition.
 - Ensure that the vehicle has a registration card in the vehicle corresponding with the license plate.
 - Ensure that the vehicle has a Sodexo "Instructions to Drivers in Case of Accident" kit in the glove box.

Employees's Signature

Date

Appendix E

COMPANY VEHICLE AGREEMENT

As an employee eligible for a Company Vehicle or receipt of a Car Allowance under the Sodexo Vehicle Policy, I elect to receive a Company Vehicle. I understand that upon approval of a vehicle order form, a vehicle will be ordered through Sodexo Fleet Management. I agree that my use of a Company Vehicle is subject to the following conditions.

1. I understand and agree that as a condition of using a Company Vehicle, I will maintain a valid Driver's License. I will further agree that use of the vehicle by my spouse or domestic partner is strongly discouraged and that all other family members are prohibited from using the vehicle. I understand that I am not permitted to assign use of the vehicle to any other individual.
2. I agree that it will be my responsibility to register the vehicle with the proper state authority and the Company will reimburse me for the registration fee. I also understand that it is against Company policy to obtain conceit license plates for the vehicle
3. I agree that if I elect to drive a Company Vehicle with certain options, I will be responsible for the cost of such options and I must pay for these options by personal check at the time the vehicle is ordered. I further agree that under no circumstances will the Company reimburse me for any of the cost of these options.
4. I agree that I will maintain mileage logs as directed by the Company and record mileage on the GE Fleet Personal Mileage Program on a monthly basis.
5. I agree that I will have repairs performed on the Company Vehicle only upon authorization of GE Fleet (if under \$1,000) or GE Fleet and Sodexo Fleet management (if repairs equal or are above \$1,000).
6. I understand that the Company Vehicle will be replaced after 4 years or as reading 120 000 kilometers on the odometer. At that time, I may be given the opportunity to purchase the vehicle in accordance with the company vehicle documents available in the [Administration and Finance Manual](#). A vehicle can be replaced earlier due to unforeseen circumstances, i.e., collision damage beyond repair, major repairs not covered under warranty
7. Upon termination of my employment, commencement of an unpaid leave of absence, or transfer to a position ineligible for use of a Company Vehicle under the Vehicle Policy. I agree to return the Company Vehicle to the Company in accordance with the instructions provided to me by a Human Resources Representative.
8. I understand that I will be taxed on my car allowance when paid according to the applicable Motor Vehicle federal or provincial regulations, depending on the province and reported on a T4. Mileage reimbursement will also be taxed when paid in conjunction with a car allowance and be reported on a T2200.
9. I understand that it is a violation of company policy to operate the company car in a negligent manner. Negligent actions include, but are not limited to, operation of the company car while under the influence of alcohol or drugs, operation of the car by a minor, major traffic violation, etc. The severity of the incident will determine the disciplinary action to be taken which may include revocation of the right to a company car, reimbursement by the employee of the loss to the company, termination of employment, and legal action for damages.

Check here if you elected to participate in Sodexo Company Car Upgrade program. In addition to items 1-9 above the following items will pertain to all eligible company car drivers participating in the Company Car Upgrade program.

If I elect to participate in Sodexo's company car upgrade program, I authorize Sodexo to deduct \$_____ per week. This amount will be deducted from my wages after tax until one of the following occurs:

- 1) My employment with Sodexo is terminated,
- 2) the assigned company car is disposed of, or
- 3) I am no longer eligible for a company car.

I have read and fully understand the Motor Vehicle Policy and I agree to abide and be bound by its provisions. I also acknowledge that the Company reserves the right to change the Vehicle Policy at any time, and the terms and conditions applicable to my use of the Company vehicle will be subject to such change.

Signature of Employee Date

Print Name