

# The Nature Conservancy Auto Safety Program

(Revised 12/1/14)

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## **I. AUTO SAFETY OPERATING PROCEDURES**

### **1. Standard Operating Procedure:**

Many staff, as well as interns, contractors, consultants and volunteers (hereafter referred to as “employees” unless stated otherwise), are required to operate vehicles as part of their jobs. These vehicles may be company owned, long-term leased, or short-term rental vehicles. Employees’ personal vehicles are included in this program when driven for work purposes beyond driving to and from work (commuting). Employees are expected to operate vehicles safely to prevent accidents, which may result in injuries and property loss. It is the intention of The Nature Conservancy to provide and maintain a safe working environment to protect our employees and the citizens of the communities where we conduct business from injury and property loss.

The Conservancy is committed to promoting a high level of safety awareness and responsible driving behavior in its employees. Our efforts and the commitment of employees can prevent vehicle accidents and reduce personal injury and property loss claims. This program requires the full cooperation of each driver to operate his/her vehicle safely and to adhere to the responsibilities outlined in the Auto Safety Program. Elements of this program include:

- A. Assigning responsibilities at all levels of employment.
- B. Vehicle use and insurance requirements.
- C. Identification of high risk drivers.
- D. Accident reporting and investigation.
- E. Conservancy Insurance Review Committee.
- F. Vehicle selection and maintenance.
- G. Training standards.
- H. Safety regulations.

### **2. Responsibility:**

Senior management is responsible for successful implementation and on-going execution of this program. Supervisors and employees are responsible for meeting and maintaining the standards set forth in this program.

### **3. Scope:**

This standard operating procedure applies to employees who operate vehicles on company business and compliance will be reviewed periodically during the internal audit process of state and country programs to ensure full implementation and compliance.

## **II. ORGANIZATION AND RESPONSIBILITIES**

**1. Chief Financial and Administrative Officer:**

The Conservancy's Chief Financial and Administrative Officer is responsible for directing an aggressive vehicle safety program.

**2. Management will:**

- A. Appoint an Insurance Review Committee.
- B. Establish measurement objectives to ensure compliance with the program.
- C. Provide assistance and the resources necessary to implement and maintain the program.

**3. Supervisors will:**

- A. Implement the Auto Safety Program in their areas of responsibility, ensuring that employees comply with the Auto Safety Program and reporting to a manager promptly if they become aware of an employee's inability to meet the requirements.
- B. Investigate and report all accidents involving a motor vehicle used in performing company business. Forward all accident reports to our insurance agent, Alliant Insurance Services, Inc.
- C. Be responsible for taking appropriate action to manage high risk drivers as defined by this program and notifying their direct supervisor if one of their direct reports qualifies as a high risk driver.
- D. Require that high risk drivers (as defined in Section IV 2 A) take and pass the on-line defensive driving course at employee's expense.
- E. Insure that all TNC-owned vehicles are in safe operating condition.

**4. Alliant Insurance Services, Inc., will:**

- A. Issue periodic reports of losses for the Insurance Committee review.
- B. Review motor vehicle accident reports with the Conservancy's Insurance Committee.
- C. Maintain appropriate records.
- D. Notify Insurance Committee when unacceptable drivers are identified via random MVR checks conducted by our insurer.
- E. Process claims.

## **5. Drivers will:**

- A. Always operate a motor vehicle in a safe manner as explained under the section titled, "Driver Safety Regulations."
- B. Maintain a valid driver's license and minimum insurance requirements on personal vehicles used in company business.
- C. Not operate vehicles that appear unsafe or to have discernible operating problems and will immediately report such vehicles to their supervisor.
- D. Report their failure to meet the requirements of the Auto Safety Program to their supervisor promptly.
- E. Not allow an unauthorized individual to drive a TNC or rental vehicle on their behalf.

## **III. VEHICLE USE**

### **1. Conservancy Owned Vehicles:**

Employees authorized by their supervisors will be permitted to operate Conservancy owned vehicles for Conservancy business only. No one under the age of 21 will be permitted to operate these vehicles, except as allowed in Section IV, 3. Anyone authorized by their supervisor must complete a Vehicle Use Agreement (See Appendices, attached.)

TNC vehicles may not be operated for personal use by interns, volunteers, consultants or contractors. U.S. (or U.S. International Assignee) TNC employees who use TNC vehicles for personal use must report that usage quarterly through a form that is sent to Operating Units from Human Resources. Personal use of a TNC vehicle by an employee is considered a U.S. taxable fringe benefit so the value of the benefit must be added to the employee's income. Employees should maintain strict records of mileage and usage for each vehicle. This is required by the IRS and can be referenced in the IRS requirements.

For international employees, personal use of a TNC vehicle may be considered a taxable fringe benefit in a country and may have to be reported to the payroll administrator in the country. Check with your Operating Unit Director to verify if such usage is a taxable fringe benefit in your country. Employees should maintain strict records of mileage and usage for each TNC vehicle for audit purposes even if reporting the vehicle usage isn't required in a specific country.

### **2. Personal Vehicles on Company Business:**

Employees who drive their personal vehicles on company business are subject to the requirements of this program because they may drive with other employees in their vehicles and, in the case of an accident or other situation, TNC would likely have some potential liability. Employees using their own vehicles for TNC use must:

1. Maintain auto liability insurance with minimum limits as required by State law.
2. Maintain current state vehicle inspections when required.
3. Maintain their vehicle in a safe operating condition when driven on company business.

### **3. Rental Vehicles:**

If an employee travels and rents vehicles 12 or more times a year, they must participate in this program by reading the Auto Safety Program document and submitting a Vehicle Use Agreement (See Appendix BF1). Collision damage coverage is already provided to TNC by our insurance carrier so should be refused when renting vehicles in the U.S. However, consult with Alliant Insurance Services regarding waiving collision coverage when renting vehicles internationally.

### **4. Unauthorized Use of Vehicles:**

Assigned drivers and other authorized employees will not allow an unauthorized individual to operate a company vehicle. No Exceptions! If unauthorized use results in an accident, the responsible employee may be required to make restitution for the damages.

TNC vehicles may not be operated for personal use by interns, volunteers, consultants or contractors. U.S. (or U.S. International Assignee) TNC employees who use TNC vehicles for personal use must report that usage quarterly through a form that is sent to Operating Units from Human Resources. Personal use of a TNC vehicle by an employee is considered a U.S. taxable fringe benefit so the value of the benefit must be added to the employee's income. Employees should maintain strict records of mileage and usage for each vehicle. This is required by the IRS and can be referenced in the IRS requirements.

For international employees, personal use of a TNC vehicle may be considered a taxable fringe benefit in a country and may have to be reported to the payroll administrator in the country. Check with your Operating Unit Director to verify if such usage is a taxable fringe benefit in your country. Employees should still maintain strict records of mileage and usage for each TNC vehicle for audit purposes.

### **5. Contractors/Temporary Employees:**

Contractor, short-term or temporary employees who use TNC owned vehicles will be treated as company employees and must comply with the requirements of this program.

Failure to meet all requirements may result in the immediate loss of driving privileges. Contractors and/or consultants may not use TNC vehicles for personal use.

## **6. Volunteers**

Volunteers who operate TNC-owned vehicles 6 or more times a year must participate in this program by reading the Auto Safety Program document in its entirety and submitting Appendix A (attached), noting that they are a volunteer on the Appendix. Volunteers may not use TNC vehicles for personal use.

## **IV. DRIVER SELECTION**

### **1. Driver Evaluation:**

The Conservancy reserves the right to evaluate employees as drivers on Conservancy business at any time. This may include:

- A. Reviewing past driving performance and work experience through previous employers' reference checks. All new employees and current employees recently assigned to driving duties will be required to complete the appropriate Vehicle Use Agreement found in Appendices "A" and "B."
- B. Having our insurer review the employee's Motor Vehicle Record.
- C. Ensuring the employee has a valid driver's license.
- D. Ensuring the employee is qualified to operate the type of vehicle he/she will drive.

### **2. Driver Performance:**

- A. The following criteria were established to identify high risk drivers. Drivers may not drive Conservancy-owned/leased vehicles, rental vehicles, or their own personal vehicles on behalf of the Conservancy if the driver's accident/violation history in the past three years includes one "major" violation or three or more "minor" violations as described below:

#### **Major Violations**

Any driver with one major violation in the past 3 years will be considered an unacceptable driver. Major violations include:

1. Driving without a license (i.e., not having a valid license).
2. Driving while license is suspended or revoked.
3. Driving while intoxicated (DWI), or driving under the influence (DUI).
4. Driving under the influence of narcotics (DUIN).

5. Any “reckless driving” violation.

Note: If a driver has been cited but not convicted the expectation is the driver will refrain from driving until the matter is resolved.

### **Minor Violations**

Any driver with 3 or more minor violations in the past 3 years will be considered an unacceptable driver and will not be allowed to drive Conservancy-owned/leased vehicles. Minor violations include:

1. Any speeding violation from 1 to 20 mph over the speed limit.
2. Any “standard” moving violation (e.g., careless driving, speed too fast for conditions but within normal limit, going through a stop sign, improper lane crossover, failure to signal, failure to keep right, following too close, etc.)
3. Any chargeable bodily injury accident.
4. Any chargeable property damage accident.

B. If a driver has either 1) more than one chargeable accident in any 12 month period involving an insured loss, or 2) one chargeable accident with losses in excess of \$3,500, or 3) two moving violations in any 12 month period, the driver will be required to take a driver’s training course at their expense or that of the local management unit before being allowed to operate a Conservancy owned/leased vehicle.

3. **Under-21 Drivers** The Conservancy’s preference is that no one under the age of 21 operates company owned/leased vehicles. However, if the applicant pool for a particular position consists only of this age-group, a limited exception may be made. (Note: No one under age 18 is allowed to operate company-owned or leased vehicles under any circumstances.)

## **V. ACCIDENT RECORDKEEPING, REPORTING AND ANALYSIS**

1. Elimination of motor vehicle accidents is a major goal for the Conservancy. To meet this objective, all accidents must be reported to Alliant Insurance Services who will report, at least annually, to the Insurance Review Committee. The Insurance Review Committee may make recommendations to mitigate future losses.

2. Motor vehicle accident recordkeeping procedures consist of the following components:
  - A. Police accident report, if applicable, or
  - B. Date, time and place of the accident, identification of the driver of the vehicle, and estimated amount of loss.
  - C. Documentation of causes and corrective action required, if any.
  - D. Analysis of accidents to determine trends, recurring problems and the need for further control measures.
3. Implementation of these procedures remains the responsibility of both the driver and manager.
  - A. Since the driver is the first person at the accident scene, he/she will initiate the information-gathering process as quickly and thoroughly as is feasible.
  - B. Management will obtain accident data from the driver through the police report form and/or by written communication. It is important for management to determine the extent of the accident, especially if it involves injury or death to the driver, passengers, or other parties.
  - C. If appropriate, management will immediately proceed with a formal investigation to determine the underlying causes as well as what can be done to prevent similar occurrences. The accident report will be forwarded to Alliant Insurance Services along with any additional support data (e.g., witness statements, photographs, police reports, etc.).

## **VI. EMPLOYEE ACCIDENT REPORTING PROCEDURE**

**Employees will take the following actions when there are injuries to persons and/or damage to other vehicles or property:**

1. If possible, move the vehicle to a safe location out of the way of traffic. Call for medical attention if anyone is hurt.
2. Secure the names and addresses of drivers and occupants of any vehicles involved, their operator's license numbers, insurance company names and policy numbers, as well as the names and addresses of injured persons and witnesses. ***Do not discuss fault with, or sign anything for anyone except an authorized representative of The Nature Conservancy, a police officer, or a representative of Alliant Insurance Services, Inc.***
3. Immediately notify Alliant Insurance Services at 1-800-298-7373. If any injuries were involved contact your supervisor immediately.

4. You will be contacted by a representative of Alliant Insurance Services to advise you how to arrange for repairs to the vehicle. Do not have the vehicle repaired until you receive authorization.

**When there is theft of or damage to your vehicle only:**

1. If you did not witness the damage to the vehicle, you must notify the local police department immediately.
2. Immediately notify Alliant Insurance Services at 1-800-298-7373.
3. You will be contacted by a representative of Alliant Insurance Services to advise you how to arrange for repairs to or replacement of the vehicle. Do not have the vehicle repaired until you receive authorization.
4. Send a copy of the police report along with a memo outlining any additional information to Alliant Insurance Services.

**VII. CONSERVANCY INSURANCE REVIEW COMMITTEE**

1. The Committee consists of four members: John Dwelley (Business Operations), Hank Hall (Finance), Rebecca Brake (Human Resources) and Anita Drummond, (Legal).
2. The Committee will meet annually, or as needed, to review all insurance matters including losses. The Committee, based on the insured losses for the year, will determine the annual premium to be charged per vehicle to the state and country programs. In addition, the Committee will review the existing Auto Safety Program to determine if any changes are needed.

**VIII. DRIVER TRAINING**

1. Individuals hired by the Conservancy who must operate a motor vehicle as part of their job requirement must possess the basic skills and credentials necessary to perform this function as determined by his/her supervisor.
2. New employees and contractor and temporary hires will receive a copy of this program as part of their initial orientation.

3. **License Suspension:** Drivers must notify their supervisor if their license is suspended or revoked.
4. **Remedial Training:** Drivers will be required to take a safe driving course at their expense or that of the operating center if any of the following occur:
  - A. Two or more moving violation convictions within any one-year period.
  - B. A conviction for driving while under the influence of alcohol or drugs (DWI, DUI or DUIN).
  - C. If a driver has more than one accident in any 12 month period involving an insured loss, or one accident with losses in excess of \$3,500.

## **IX. DRIVER SAFETY REGULATIONS**

1. **Safety Belts:** The driver and all occupants are required to wear safety belts when the vehicle is in operation or while riding in a vehicle. The driver is responsible for ensuring passengers wear their safety belts. Children less than four years of age or under 40-pounds in weight must be secured in a DOT approved child safety seat.
2. **Impaired Driving:** The driver must not operate a vehicle at any time when his/her ability to do so is impaired, affected, influenced by alcohol, illegal drugs, prescribed or over-the-counter medication, illness, fatigue or injury.
3. **Traffic Laws:** Drivers must abide by all Federal, state and local motor vehicle regulations, laws and ordinances.
4. **Vehicle Condition:** Drivers are responsible for ensuring the vehicle is maintained in safe driving condition.
5. **Cellular Telephones:** The following procedures apply to employees driving on company business who wish to use cellular telephones in the vehicle.
  - A. External speaker and microphone must be included to allow hands-free operation.
  - B. Phone number memory and programming capabilities are to be included.
  - C. Drivers are to refrain from placing outgoing calls while the vehicle is in motion.
  - D. Texting is prohibited while vehicle is in motion. Only send/receive texts when vehicle is safely parked.
  - E. Incoming calls should be limited.

- F. For any vehicle equipped with a cellular telephone that does not meet the above equipment specifications, use of the telephone is only authorized when the vehicle is safely parked.

**6. General Safety Rules:** Employees are not permitted to:

- A. Pick up hitchhikers.
- B. Accept payment for carrying passengers or materials.
- C. Use any radar detector, laser detector or similar devices.
- D. Transport flammable liquids or gases unless a DOT or Underwriters' Laboratories approved container is used, and then only in limited quantities. (If staff is participating in a prescribed burn event, they should consult with the Fire Management Coordinator for additional information.)
- E. Use of burning flares will be discouraged. The preferred method is the use of reflective triangles.
- F. Assist disabled motorists or accident victims beyond their level of medical expertise. If a driver is unable to provide the proper medical care, he/she must restrict his/her assistance to calling the proper authorities. If staff is injured in remote locations, vehicles may be used to transport them to the nearest medical facility in cases of emergency. Employee safety and well-being are to be protected at all times.

**7. Company and Personal Property:** Employees are responsible for company property such as computers, work papers and equipment under their control. The company will not reimburse the employee for stolen personal property.

## APPENDIX A

### The Nature Conservancy VEHICLE USE AGREEMENT

**Note:** Every time your driver's license information changes, is renewed, or you relocate to a different state, you will need to resubmit a Vehicle Use Agreement and attach a copy of your new license.

I hereby acknowledge that I have been granted permission to operate a company-owned or, leased vehicle for the purpose of conducting business for TNC. If I am required to operate a vehicle as part of my job and use my personal vehicle for this purpose, I acknowledge the stipulations of this agreement also apply.

I understand that the above vehicles are to be regularly maintained and serviced. Further, it is agreed that I will operate vehicles on behalf of the company in a safe manner. I agree to wear my seat belt whenever the vehicle assigned to me is in motion and will require other occupants to do so. I agree to be responsible for all traffic and parking violations that occur while the vehicle is assigned to me.

I understand articles of this agreement apply regardless of who is operating a company vehicle that has been assigned to me. I may authorize others to drive a company vehicle, only if authorized by my supervisor, according to the following guidelines:

- Licensed employees of The Nature Conservancy or its subsidiaries or affiliates (21 and older)
- Other licensed drivers as I so designate in emergency situations only.

I agree to promptly report all accidents or incidents resulting in injury or damage to company vehicles assigned to me or other property, no matter how slight.

I understand I am required to maintain a valid driver's license. Further, I herewith grant The Nature Conservancy via its insurer the right to investigate my motor vehicle driving record any time. My current driver's license is issued from the State/Commonwealth of \_\_\_\_\_, is No. \_\_\_\_\_ and expires on \_\_\_\_\_. I will be operating vehicles for TNC in \_\_\_\_\_ (location).

**Note:** ATTACH AN ***ENLARGED***, CLEAR COPY OF VALID DRIVERS LICENSE TO APPENDIX WHEN SUBMITTING.

If my driving record contains any violations listed in Section IV 2 A within a 12-month period, my record will be reviewed by my supervisor for consideration of loss of driving privileges.

I will be required to take a safe driving class at my expense or that of the operating center if any of the following occurs:

- Two moving violations within a 12 month period, or
- If I have more than one accident in any 12 month period involving an insured loss, or one accident with losses in excess of \$3,500.

Any one of the following Major Violations in a 3 year period will result in my losing my driving privileges:

- Driving without a license (i.e., not having a valid license), or while license is suspended or revoked
- One DWI/DUI/DUIN
- Any "reckless driving" violation

Any 3 or more of the following Minor Violations in a 3 year period will result in my losing my driving privileges:

- Any speeding violation from 1 to 20 mph over the speed limit
- Any "standard" moving violation
- Any chargeable bodily injury or property damage accident

I understand the operation of company vehicles in a safe operating condition is my responsibility. If a vehicle assigned to me becomes unsafe, it is my responsibility to notify my supervisor immediately.

I understand that termination of employment may result if I am unable to perform my job as a result of being prohibited from driving a TNC owned, leased or personal vehicle.

I have read and agree to the provisions of this Vehicle Use Agreement and the requirements of the Auto Safety Program.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

I am: \_\_\_\_\_ an employee  
\_\_\_\_\_ a contractor/temporary  
\_\_\_\_\_ a volunteer  
\_\_\_\_\_ under 21 years of age

**Note to supervisor: Keep track of name, license expiration date, and when this form was submitted. The signed form with the ENLARGED copy of the license should be mailed or faxed to Alliant Insurance Services, Inc., 4530 Walney Road, Suite 200, Chantilly, VA 20151: Fax No. (703)397-0995. To use the WEX fleet fuel card, also fax a copy of the FORM ONLY to TNC Corporate Card Support, Fax: (703)841-9059.**

## APPENDIX B

### The Nature Conservancy RENTAL VEHICLE USE AGREEMENT

**Note:** Every time your driver's license number changes, is renewed, or you relocate to a different state, you will need to resubmit a Vehicle Use Agreement and attach a copy of your new license.

I hereby confirm that I am an employee of The Nature Conservancy. I travel on TNC-related business and use rental cars for transportation for such travel.

I agree to operate all rental vehicles used for TNC business in a safe manner. I agree to wear my seat belt whenever the vehicle is in motion and will require other occupants to do so. I agree to be responsible for all traffic and parking violations that occur while I am driving a rental vehicle for TNC business.

I understand articles of this agreement apply whether or not I am the driver of a rental vehicle driven for TNC business. I may authorize others to drive said rental vehicle only if authorized by my supervisor and, if applicable, the car rental company, and only if such drivers meet the following guidelines:

- Licensed employees of The Nature Conservancy or its subsidiaries or affiliates (21 and older)
- Other licensed drivers as I so designate in emergency situations only.

While on TNC business, I agree to promptly report all accidents or incidents resulting in injury or damage to the rental vehicle or other property, no matter how slight.

I understand I am required to maintain a valid driver's license. Further, I herewith grant The Nature Conservancy via its insurer the right to investigate my motor vehicle driving record at any time. My current driver's license is issued from the State/Commonwealth of \_\_\_\_\_ is No. \_\_\_\_\_ and expires on \_\_\_\_\_. I will operate vehicles for TNC in \_\_\_\_\_ (location).

**Note:** ATTACH AN ENLARGED, CLEAR COPY OF VALID DRIVER'S LICENSE TO APPENDIX WHEN SUBMITTING.

I understand that if my driving record contains two moving violations within a one-year period, my record will be reviewed by my supervisor for consideration of loss of driving privileges.

In addition, I understand that I will be required to take a safe driving class at my expense or that of the operating center if any of the following occurs:

- Two moving violations within any one-year period, or

- If I have more than one accident in any 12 month period involving an insured loss, or one accident with losses in excess of \$3,500.

Any one of the following Major Violations in a 3 year period will result in my losing my driving privileges:

- Driving without a license (i.e., not having a valid license), or while license is suspended or revoked
- One DWI/DUI/DUIN
- Any “reckless driving” violation

Any 3 or more of the following Minor Violations in a 3 year period will result in my losing my driving privileges:

- Any speeding violation from 1 to 20 mph over the speed limit
- Any “standard” moving violation
- Any chargeable bodily injury or property damage accident

I understand the operation of rental vehicles used during TNC business in a safe operating condition is my responsibility. If the rental vehicle becomes unsafe, it is my responsibility to notify the rental company immediately.

I understand that termination of employment may result if I am unable to perform my job as a result of being prohibited from driving a TNC owned, leased or personal vehicle.

I have read and agree to the provisions of this Rental Vehicle Use Agreement and the requirements of The Nature Conservancy’s Auto Safety Program that apply to the use of rental vehicles.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

**Note to supervisor: Keep track of name, license expiration and when this form was submitted. The signed form and ENLARGED copy of applicant’s valid driver’s license should be mailed or faxed to Alliant Insurance Services, Inc., 4530 Walney Road, Suite 200, Chantilly, VA 20151; Fax (703)397-0995.**