



SECTION: HUMAN RESOURCES	REFERENCE NUMBER: B5
SUBJECT: CITY DRIVER POLICY	EFFECTIVE DATE: 04/01/2024
FROM: CRYSTAL CALDERA, CITY MANAGER	LAST REVISION DATE: 10/28/2019

A. PURPOSE

1. To establish minimum standards for the qualification of employees and applicants to operate City vehicles and motorized equipment.
2. To implement policies and procedures which are designed to promote the safety of City employees when driving vehicles on City business; and thus, reduce the City's exposure to potential liabilities.
3. To establish responsibilities and regulations regarding enforcement of this policy.

B. SCOPE

1. This policy shall apply to:
 - a. City employees driving a City-owned, leased, or rented vehicle or motorized equipment if their driving duties are primary to their jobs, except if otherwise exempt in accordance with applicable state and/or federal laws;
 - b. Applicants for positions for which driving is considered an essential function of their job (as defined in the appropriate job description).
2. Vehicle is defined in accordance with Texas Transportation Code. However, vehicle is further defined to include off-road equipment.

C. RESPONSIBILITIES

1. **Employees or applicants** (as appropriate) who fall under Section B, Part 1 of this policy, shall be required to meet the following minimum requirements of eligibility for driving/operating requirements:
 - a. Have reached 18 (eighteen) years of age;
 - b. Have a current valid Texas driver's license in the appropriate class and with the specific endorsements established on the official description for the position (or obtain a TDL within 30 (thirty) days of hire);
 - c. Be responsible for the proper care and use of vehicles or motorized equipment, including maintaining equipment interiors and exteriors, and

reporting maintenance needs to the supervisor, and operating all vehicles or motorized equipment in a manner that conserves fuel;

- d. Report to their supervisors any time they have an invalid driver's license as soon as practical but no later than the employee's next workday after the occurrence;
- e. Report to their supervisor any accident that has occurred with a vehicle immediately following the accident or as soon as practical with extenuating circumstances;
- f. Must observe all safety, traffic, and criminal laws of this state. No driver may consume alcohol or use any substance, regardless of legality or prescription status that would impair or diminish the employee's ability to drive or operate a motor vehicle, to include any prior consumption that would result in a detectable amount being present in the employee's system while on duty. Any illegal, dangerous, or other misconduct while driving that would tend to place the lives or property of others at risk is prohibited.
- g. Report to their supervisor if they are prescribed medication that could impair their ability to operate a motor vehicle or equipment.
- h. Be responsible for taking a State Certified Defensive Driving Course once every three (3) years or more often if directed by the Department Head.

2. Department Heads are responsible for:

- a. Ensuring departmental compliance with the provisions of this directive;
- b. Providing qualified supervision and instruction on the use, operation, and care of City-owned equipment to the personnel who use that equipment;
- c. Ensuring that during the process of completing a Performance Evaluation on an employee who drives a City vehicle, the performance evaluation reflects the status of the employee's driving record;
- d. Identifying positions within their department that require additional requirements other than a regular license, such as a Commercial Driver's License or specific endorsements and ensuring that these additional guidelines are included in any job description, as appropriate;
- e. Ensuring that all positions within their department are evaluated to determine if driving duties are primary to the responsibilities of the position.
- f. Shall arrange for employees within their department who operate a city vehicle or equipment, or use their personal vehicle to conduct or attend city related business activities to attend a Defensive Driving Course every three (3) years or as required by city policies.

D. PROCEDURES / POLICIES

- 1. Employees defined under Section B, Part 1 shall be required to comply with this directive.

2. Failure to report license suspensions, or failure to maintain the required driver's license or failure to meet minimum driving record criteria will be sufficient grounds for removal from driving and may subject the employee to disciplinary action up to and including termination of employment.
3. If it is determined that an employee misrepresented information regarding their driving record, that employee may be subject to disciplinary action up to and including termination of employment.
4. If an applicant, who is applying for a position with the City that requires driving a City vehicle, exceeds the authorized point limit on accidents or moving violations, the applicant may be disqualified from further consideration for the position. (The City requires all applicants to complete a **Driver's Employment Application – Attachment A**).
5. The Motor Vehicle Record (MVR) will be checked on an annual basis by the Human Resources Department for each employee, and each prospective employee, as defined in Section B Part 1, and will be evaluated based on the following criteria:

VIOLATIONS	POINTS
a. License suspension, revocation	10
b. Driving while intoxicated	10
c. Any serious violation involving a vehicle resulting in an arrest	10
d. Any speeding violation	1
e. Any standard moving violation	1
f. Any at-fault accidents (Chargeable and/or Preventable)	3
g. Additional points are added to "at-fault" chargeable and/or preventable accidents based on the severity of the accident and damages as follows:	
i. Damages to city vehicle or equipment above \$15,000 or rendered as a total loss (3 points).	
ii. Damages to city vehicle or equipment between \$5,000 and \$15,000 for cost to repair (2 point).	
iii. Accidents resulting in bodily injury or that created a substantial risk of death or cause of death, permanent impairment or disfigurement of any person(s) involved (2 points for each person).	

Employees involved in an accident while on duty must report the accident as directed by the Accident Reporting Procedural Directive.

Employees involved in an accident will have the incident, including all its supportive documentation, reviewed by the Accident Review Committee. Based on the information presented, the committee may recommend to the City Manager that no points be assigned to the employee because of the accident.

6. Applicants applying for positions that require them to operate a City vehicle or motorized equipment will not be eligible for hire if the total points assigned to their driving record within the preceding 36 (thirty-six) months is 10 (ten) or more.

Employees with the total points assigned to their driving record within a 36 (thirty-six) month period of 10 (ten) or more, will be ineligible to operate a City vehicle. Recommended exceptions to this policy will be determined by the Accident Review Committee on a case-by-case basis and forwarded to the City Manager for final approval.

7. The MVR will be obtained on an annual basis in conjunction with the annual evaluation and reevaluated according to these standards or more frequently if required by the Department Head. The status of an employee's driving record shall be considered as criteria in evaluating the overall job performance of the employee. The Human Resources Director is responsible for obtaining the MVR of the employee. The appropriate department head will be notified in writing of the status of the employee.
8. An employee who is found to exceed the allowable number of points (to include off-duty accidents) will have the circumstances of the accident(s) reviewed by the Accident Review Committee. The employee will be required to provide a certified copy of all police reports pertaining to the accident(s).
9. The Accident Review Committee will make a recommendation in accordance with Section E. Evaluations of Points to the City Manager concerning any employee(s) who has been determined to be ineligible for driving privileges.

E. EVALUATION OF POINTS & RECOMMENDATION OF ACTION

1. Based on the cumulative points evaluated total, the Accident Review Committee may recommend disciplinary action to the City Manager as follows:
 - a. 1 – 2 points: Oral Warning/Reprimand.
 - b. 3 points: Written Reprimand.
 - c. 4 – 5 points: Written Reprimand, Attendance of Defensive Driving Course.
 - d. 6 points: Written Reprimand, One (1) day Suspension without pay.
 - e. 7 points: Written Reprimand, Two (2) days Suspension without pay, and Six (6) Months Probation.
 - f. 8 points: Written Reprimand, Three (3) days Suspension without pay, and One (1) Year Probation.

- g. 9 points: Written Reprimand, Five (5) days Suspension without pay, and Job Relocation/Reassignment, temporarily or permanently, and One (1) Year Probation.
 - h. 10 points: Written Reprimand, Up to Thirty (30) days Suspension without pay, Job Reassignment permanently, and One (1) Year Probation, or Termination.
2. Employees who have been ruled ineligible for driving due to their driving record may, at the City's sole discretion, be:
- a. Assigned non-driving responsibilities within their current department, if available (this may result in a loss of pay if the classification for the new position is different);
 - b. Transferred to another department and assigned non-driving responsibilities, if available (this may result in a loss of pay if the classification for the new position is different);
 - c. Terminated from the City, specifically when driving is an essential function of the employee's job as outlined in their job description;
 - d. Given administrative leave without pay for a period of up to 30 (thirty) days, if there is a foreseeable probability of a non-driving opportunity arising during that time period;
 - e. Or other ruling as recommended by the Accident Review Committee but at the complete discretion of the City Manager.

F. SPECIAL REQUIREMENTS & AUTHORIZED USES

1. In order to ensure that all City drivers are aware of the importance of maintaining a good driving record, and the major points of this directive, Human Resources Director will ensure that a signed copy of the **Certificate of Acknowledgement shown in Attachment B** is on file in each driver's personnel file.
2. The safety of our city employees, elected or appointed city officials is of paramount concern when operating or riding in a city vehicle, thus all members are required to wear the safety restraint device provided in city vehicle, including mobile equipment. Furthermore, the use of mobile communication devices is only allowed for routine use of city vehicles, however, all drivers are encouraged to use a hands-free option to accept or place a call while operating a city vehicle; texting is prohibited.
3. In no such circumstance shall a city employee, elected or appointed city official, transport any unauthorized person in a city vehicle or mobile equipment, at any time. The term *unauthorized persons* are those persons not classified under the city's insurance policy or to whom worker's compensation coverage cannot be provided.

4. Employee's are prohibited from directly, or indirectly, using City vehicles for any use other than for official city business. Employee's that require the use of a city vehicle as an essential function of their job, or your position requires you to work a flexible schedule, to include evening hours, weekends, and holidays, or to conduct work-related travel, must have approval by their Department Director. Employees authorized to drive city vehicles are also required to agree to the terms of the **City Driver and Use of City Vehicle Agreement, Attachment C**.
5. The City Manager may temporarily or permanently assign a city vehicle to an employee, and its authorized use for transportation between the employee's place of residence and their usual workplace or department. Employees granted the use of a take-home city vehicle under this category shall not request reimbursement for mileage or fuel. The City Manager may authorize or assign employees with a city credit card or gas card to use for such purposes.
6. No employee may pick up or transport non-employees while in a City vehicle or on City business, unless there is a work-related need to do so and permitted by the City Manager; or if the employee is driving their own personal vehicle for an authorized travel and agrees to assume all responsibility and liability for transporting non-city employees or passengers.

G. ATTACHMENTS

A – Driver's Employment Application

B – Certificate of Acknowledgement

C – City Driver and Use of City Vehicle Agreement

ATTACHMENT B
CERTIFICATE OF ACKNOWLEDGEMENT

I, _____, hereby acknowledge that while operating City vehicles or off-road equipment on City business, I must do so in a safe and prudent manner in order to avoid accidents, property damage or injuries, and that to do otherwise may result in disciplinary action(s), including transfer, demotion, denial of promotion, and / or termination of employment.

I further acknowledge that in accordance with the provisions of City policy, the City conducts annual (and other) driver evaluation on City drivers through the Texas Department of Public Safety, and that the results of my evaluation could result in my being placed on probation, transfer, demotion, denial of promotion, termination of employment, and / or other actions.

I am aware that the following standards will be utilized to evaluate my driving record:

VIOLATIONS	POINTS
a. License suspension, revocation	10
b. Driving while intoxicated	10
c. Any serious violation involving a vehicle resulting in an arrest	10
d. Any speeding violation	1
e. Any standard moving violation	1
f. Any at fault accidents (Chargeable and/or Preventable)	3
g. Additional points are added to "at-fault" chargeable and/or preventable accidents based on the severity of the accident and damages as follows:	
i. Damages to city vehicle or equipment above \$15,000 or rendered as a total loss (3 points).	
ii. Damages to city vehicle or equipment between \$5,000 and \$15,000 for cost to repair (2 point).	
iii. Accidents resulting in bodily injury or that created a substantial risk of death or cause of death, permanent impairment or disfigurement of any person(s) involved (2 points for each person).	

I understand that I will not be eligible to drive a City vehicle or motorized equipment if the total points assigned to my driving record is 10 (ten) or more.

I understand that I am required to immediately report to my supervisor any driver license suspensions and revocations and that accidents must be reported as soon as practical in accordance with the Accident Reporting Procedural Directive.

I am also aware that:

1. The driver evaluation includes both on-the-job and off-the-job accidents and traffic violations; and
2. It is my responsibility to remain eligible to drive for the city, and that failure to remain eligible may result in one or more of the above actions.

Employee's Signature

Date

ATTACHMENT C

CITY DRIVER AND USE OF CITY VEHICLE AGREEMENT

By signing this agreement, I, _____, understand and agree to follow the terms of the City's Personnel Manual, City Procedural Directives, Job Description, this Agreement, and any other policies adopted by the City that may affect the use of driving city vehicles, on or off duty.

- A. Employees are prohibited from directly, or indirectly, using City vehicles for any use other than for official city business. Employee's that require the use of a city vehicle as an essential function of their job, or your position requires you to work a flexible schedule, to include evening hours, weekends, and holidays, or to conduct work-related travel, must have approval by their Department Director.
- B. The City Manager may temporarily or permanently assign a city vehicle to an employee, and its authorized use for transportation between the employee's place of residence and their usual workplace or department. Employees granted the use of a take-home city vehicle under this category shall not request reimbursement for mileage or fuel. The City Manager may authorize or assign employees with a city credit card or gas card to use for such purpose.
- C. Employees assigned to driving duties ("drivers") must at all times meet the following criteria: driver's must have a current valid driver's license for the state in which the employee performs his or her driving duties; must maintain a clean driving record; and must remain insurable under our city's liability insurance policy.
- D. Employees driving a city vehicle or driving on City business must observe all safety, traffic, and criminal laws of this state. No driver may consume alcohol or use any substance, regardless of legality or prescription status that would impair or diminish the employee's ability to drive or operate a motor vehicle, to include any prior consumption that would result in a detectable amount being present in the employee's system while on duty. Any illegal, dangerous, or other misconduct while driving that would tend to place the lives or property of others at risk is prohibited.
- E. No employee may pick up or transport non-employees while in a City vehicle or on City business, unless there is a work-related need to do so; or if the employee is driving their own personal vehicle for an authorized travel, the employee hereby agrees to assume all responsibility and liability for transporting non-city employees or passengers.
- F. Anything an employee does in connection with the operation of motor vehicles can affect that driver's fitness for duty or insurability as a driver. Regardless of fault, circumstance, on- or off-duty status, time, or place, any driver who receives a traffic citation from or is arrested by a law enforcement officer, or who is involved in any kind of accident while driving, must inform their appropriate Supervisor about the incident immediately or as soon as possible thereafter.
 - a. Any penalty, fine, imprisonment, fee, or other adverse action imposed by a court in connection with such an incident must be reported immediately to employee's appropriate Supervisor and to the City Manager so that a prompt decision on continued use and coverage of the employee can be made.
 - b. Employees involved in an accident or cited by a law enforcement official for violating a motor vehicle law must turn over any documentation relating to such incident as soon as possible to the city, and must cooperate fully with the city in verifying the information with other parties involved and with law enforcement authorities, including any parking ticket

issued on a vehicle that is being used for city business should be reported to an appropriate supervisor at the earliest possible opportunity.

- G. Any employee who violates any part of this policy, or who becomes uninsurable as a driver, will be subject to reassignment and/or disciplinary action, up to and possibly including termination from employment.

All employees with driving duties must sign the following agreement:

(Initial)

____ I have read the terms of the City Driver Policy, including those policies under the City's Personnel Manual, City's Procedural Directives, Job Description, this Agreement, and any other policies adopted by the City that may affect the use of driving city vehicles on or off duty.

____ I agree, in the event that I am ever found to be uninsurable, or that I lack a clean driving record or a valid and current driver's license, that if necessary, I will accept whatever alternative assignment the City may give me and that I understand that a reduction in pay, change in hours, change in duties, and/or change in work location may result from the reassignment.

____ I further understand that the City does not and cannot guarantee that any particular reassignment will be available in the event of a problem with my driver's license, driving record, or insurability as a driver, and that if no reassignment is possible, termination of my employment may occur.

____ **Waiver of Liability:** Employee's in violation of this policy holds the City harmless and of no-fault for any damages, losses, injuries, incident, or accident that may occur while employee is using a city vehicle for an unauthorized purpose, and holds the City harmless from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the employee's use and performance or nonperformance of the use of a city vehicle that is found to be in violation of the City's Personnel Manual, City's Procedural Directives, Job Description, this Agreement, or any other policies adopted by the City that may affect the use of driving city vehicles on or off duty.

Employee Signature: _____

Date: _____