



## MEDICAL DECLARATION

On March 30, 1999, Transport Canada and the U.S. Federal Highway Administration (FHWA) entered into a reciprocal agreement regarding the physical requirements for a Canadian driver of a commercial vehicle in the U.S., as currently contained in the Federal Motor Carrier Safety Regulations, Part 391.41 et seq., and vice versa. The reciprocal agreement removes the requirement for a Canadian driver to carry a copy of a medical examiner's certificate indicating that the driver is physically qualified. (In effect, the existence of a valid driver's license issued by the Province of Ontario is deemed to be proof that a driver is physically qualified to drive in the U.S.). However, the FHWA will not recognize an Ontario driver's license if the driver has certain medical conditions, and those conditions would prohibit him from driving in the United States.

I, \_\_\_\_\_ certify that I am qualified to operate a commercial motor vehicle in the United States. I further certify that:

- I have no clinical diagnosis of diabetes currently requiring insulin for control.
- I have no established medical history or clinical diagnosis of epilepsy.
- I do not have impaired hearing. (A driver must be able to perceive a forced whispered voice in the better ear at not less than 5 feet with or without the use of a hearing aid, or does not have an average hearing loss in the better ear greater than 40 decibels at 500Hz, 1000Hz, or 2000Hz with or without a hearing aid when tested by an audiometric device calibrated to American National Standard Z24.5 – 1951).
- I have not been issued a waiver by the Province of Ontario allowing me to operate a commercial motor vehicle pursuant to Section 20 or 21 of Ontario Regulation 340/94.

I further agree to inform \_\_\_\_\_ should my medical status change, or if I can no longer certify conditions as described above.

\_\_\_\_\_  
Driver Name

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## DRIVER DISCIPLINARY POLICY

### **Purpose:**

The philosophy of Fellows Trans Inc. is to treat all drivers and Contractors in a friendly, firm and fair manner. It is further the policy of Fellows Trans Inc. that whenever appropriate the guidelines of Progressive Disciplinary Action be exercised.

### **Scope:**

Any driver or Owner Operator who has committed an infraction will be subject to the following:

#### **First offense: Verbal Warning**

This will be documented as a verbal warning and become a part of the Driver's / Owner Operators violation file.

#### **Second Offense: Written Warning**

As above documented and placed in violation file.

#### **Third Offense: Suspension and or Final Written Warning**

At the company's discretion this is a last chance before termination of contract or driver removed from contract.

#### **Fourth Offense: Termination of employee.**

### **Other:**

Fellows Trans Inc. may, at their discretion, determine an incident or situation is severe enough to warrant suspension or termination, and will exercise that option when necessary.

Progressive Disciplinary Action will be executed for breach of company policies, procedures, and regulatory violations, out of service inspections, collisions, incidents, or any other behavior which Fellows Trans Inc. deems unacceptable. I acknowledge that I have read and understand the Discipline Policy of Fellows Trans Inc.

**Fellows Trans Inc. will deduct up to \$500 from driver's pay cheque every time he receives a conviction which will be affecting company's safety rating.**



### **Acknowledgement**

I \_\_\_\_\_ understand, read this disciplinary policy. Furthermore, I understand the possible disciplinary action and penalties for violation of company policies, procedures and guidelines.

**Driver's Name:** \_\_\_\_\_

**Driver's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **CELL PHONE POLICY**

I have received, read, and understand company's policy of not using "Cellphone" or any other handheld device while driving a truck. I understand that violate the restriction will lead me to face penalties set-up by MTO and DOT, so I agree to follow company's policy. However, if I violate this rule of company then I will be responsible to pay any kind of penalties issued to personal and FELLOWS TRANS INC. by MTO and DOT. (.....)

### **DRUG & ALCOHOL**

I, have received, read, and understand the Company's Alcohol Misuse Prevention and Anti-drug use plans; and understand that Compliance with the terms of Alcohol Misuse Prevention and Anti-drug use Plans is a condition of employment of **Fellows Trans Inc.**

I further understand that failure or refusal to co-operate fully, to sign any required documents, to submit to any requested or recommended tests, is a violation of this policy. I agree to follow and abide by this policy. (.....)



## Company Rules

I, the undersigned, am aware that I will be subject to penalties leading from temporary suspension from work without pay up to dismissal for non-compliance with **Fellows Trans Inc.** rules depending on how severe the incident is. I also understand that if I have a number of incidents in short period of time, I will be subject to re-training and re-testing again, subject to the severity of the incident(s).

### **Speed Limits (.....)**

This will acknowledge that I am aware that when operating company owned or leased vehicles, it is my lawful duty to comply with the posted speed limit (up to a maximum of 100 KPH or, if in USA as posted on highways) as a legislated requirement under the Ontario Highway Traffic Act and all local By-Laws. Failure to comply with this policy is grounds for disciplinary action by company management.

### **Vehicle Passengers (.....)**

I, the undersigned, understand that it is the company's policy that there is no passenger in a company owned or leased vehicle without prior consent from company management. It is also my responsibility to inform company management of anyone who intends to ride in a company owned or leased vehicle prior to driving that vehicle.

### **Driver's License Policy (.....)**

I, the undersigned, understand that it is my responsibility to inform the company management of any traffic violations filed against me while driving a company vehicle or any personal vehicle. I agree to inform the company if my driver's license has been suspended for any reason and I shall immediately inform the company of the suspension, the reason of the suspension, and the duration of the suspension. I also agree to supply the company with a copy of my current driver's license, and a copy every time thereafter when the license or license endorsements are renewed, re-leaved, re-classified or changed in any other way.

I also agree to advise the company of the date when my medical examination is due. If I have not passed the medical examination by the medical due date, I will not be permitted to drive company vehicles.



#### **Driving Offences (.....)**

It is also my responsibility to advise company management, verbally and in written form of any accidents or incidents that occur involving any vehicle I may be driving. It is my responsibility to repair the vehicle, if any damage happens to equipment due to my fault.

#### **Drug and Alcohol policy (.....)**

I, the undersigned, understand that it is unacceptable to be on duty while under the influence of any intoxicant, which can affect my performance at work. I am aware of the potential danger of such an action and therefore agree that I will be dismissed for any breach of this policy. Driver going to US must undergo the pre-employment drug test before starting his/her first trip. He could be chosen for Suspicion testing, random testing and post-accident testing if required and it is mandatory to complete it.

#### **Use of Seat Belts (.....)**

I, the undersigned, understand that it is my responsibility to wear my seat belt while operating any company owned or leased vehicle. Any breach of the policy is grounds for disciplinary action by company management. I understood the benefits of using seat belt in company's orientation program.

#### **Accident reporting (.....)**

I, the undersigned, understand that it is my responsibility to inform the company of any and all accidents or incidents that I am involved in. Also, I will fill out the accident report form placed in my truck binder.

#### **Daytime Running Lights (.....)**

I, the undersigned, understand that it is my responsibility to ensure proper function of daytime running lights on any vehicle that I am operating. It is the company policy that our vehicles are equipped with daytime running lights and that everyone who operates any company-owned or leased vehicle adheres to this policy. Failure to comply with this policy is grounds for disciplinary action by company management.

**Refuse to Work (.....)**

I, the undersigned, understand that it is my responsibility to inform the company of any incident or safety concerns, which might affect my ability to perform my job safely. Failure to inform the company of any incident or safety concerns before refusing to work would be a violation of this policy is grounds for disciplinary action by company management.

**Hours of Service (.....)**

I, the undersigned, understand and have been informed of the Hours-of-Service regulations through orientation program and I am aware that I must arrange my work schedule to comply with these regulations. I also agree to submit a record of all on-duty hours accumulated while working for other carriers.

**Load Security (.....)**

I, the undersigned, understand and have been informed of Load Security Regulations in orientation and agree to comply with these regulations.

**Damage (.....)**

Truck, Trailers and accessorial gadgets are company property. If there's any damage, driver needs to immediately notify the dispatch/safety department and send pictures.

Any truck or trailer damage due to drivers' fault will result in deduction of any loss or repair cost in full amount incurred by company related to that incident.

Ramp parking not allowed, the damage cost will be paid by the driver, if any.

**Defensive Driving (.....)**

I, the undersigned, understand and have been informed of Defensive driving in orientation and agree to comply with these regulations and will follow the safety rules and regulations while driving on the road. Also, I will complete the online training before starting the trip.



#### **Adverse Conditions (.....)**

I, the undersigned, understand and have been informed of Adverse conditions (**Fog, Rain, Snow, ice, night driving, fall & winter Driving**) in orientation and agree to comply with these regulations. Also, I will complete the online training before starting the trip.

#### **Parking (.....)**

Parking in the parking lots is very tricky and hard for trucks. It could be time-consuming, as the parking space available is just enough for the truck to be parked. To avoid the accidents or hitting incidents that occur in the parking lot, knowledge of right techniques to park is must along with having patience.

Drivers that enter the parking areas are responsible for operating their vehicles in a slow, safe and cautious manner, which minimizes the chances of an accident.

#### **Deliveries (.....)**

Delivery appointments are very strict. Late deliveries cause fines for the company. From now onwards any late delivery fines will be passed on to the driver responsible.

If driver/Owner Operator is running behind on the delivery, dispatch needs to be informed at least a day before, so dispatch has enough time to make arrangements with the customer of the change

#### **Bill of Lading & Proof of delivery signatures (.....)**

Clear, readable scanned copy of signed BOL/POD needs to be sent to [POD@sspgroup.com](mailto:POD@sspgroup.com) as soon as the load is delivered and original documents in Trip Envelope at the end of each trip.

Bill of landing or Consignment notes need to be signed and dated by the receiver. No other paperwork (for example custom/Performa invoice/packing slip) should be signed. Its driver's/OO responsibility is to make sure he has the BOL. If multiple BOLs, MASTER BOL needs to get signed. If there is no BOL, CONSIGNMENT NOTE needs to be signed. If nothing is available or any confusion, please contact dispatch





ASAP. Please note Customers do not accept any other signed document and hence do not pay company for the load. So, we would not be able to process payment for that load if the required BOL is not signed by the RECEIVER.

If any product damage is mentioned on the BOL by the receiver or the Driver is missing BOL or manifest, the driver needs to inform dispatch immediately and send a picture of the paperwork. Drivers should not move from there without getting written approval from dispatch to do so.

Lumper receipts (photo) need to be submitted at the same time when the transaction happens and original with the rest of the paperwork.

#### **Trips envelop/pay (.....)**

Trip envelopes need to be filled completely and accurately.

- Start and ending Odometer Reading
- IN/OUT Date
- Truck #
- Trailer #
- Trip Detail
- Expense Detail
- Fuel Detail

Pay Issues – Please email directly to accounting & dispatch regarding any pay issues (like waiting time, extra delivery/p/up, layover or expenses), it should not be discussed over the phone.

#### **Yard (.....)**

Driver needs to maintain and keep clean their truck/car parking spot in the yard.  
Garbage needs to be thrown in the waste bins, not on the ground/yard.

#### **Pre/Post Trip Inspections, Roadside Inspections (.....)**

I, the undersigned, understand and have been informed to conduct a pre/post trip inspection, coupling & uncoupling procedure and 5<sup>th</sup> wheel tug test as well as visual inspection of 5<sup>th</sup> wheel jaws locked policy and agree to meet these requirements as set out in the Ontario Highway Traffic Act.



I further agree that I shall each day conduct a complete Pre-Trip and Post-Trip Inspection of every Commercial Motor Vehicle which I drive in accordance with Regulation 199/07 of Highway Traffic Act of Ontario, and I will record the inspections correctly in Vehicle Inspection Report.

I will report to dispatch all defects which I discover during any vehicle inspection immediately. I also agree that I will submit all roadside inspection reports, within 24 hours or immediately upon completion of the trip, whichever is earlier.

I understand that failures to follow this policy or regulations will result in disciplinary action which may include termination.

**Trip planning (.....)**

I, the undersigned, understand and have been informed regarding the trip planning under orientation program.

**Trainings (.....)**

I, the undersigned, understand and have been informed that I will complete the online carrier edge trainings before going on my trip. I must need to complete the quarterly trainings and, I will complete the training according to any violation during my employment under this company. Also, I will attend the in-class trainings whenever asked.

**Police clearance Authorization (.....)**

I hereby authorize Fellows Trans Inc. to pull out my Police clearance record.

**Roadside Inspection (.....)**

I, the undersigned, understand that safety department requires the inspection report must send through email and violation must be reported right away. According to violation severity, fine would be imposed starting from \$ 50 to \$ 500. Any missing inspection could lead to deduction of \$ 50 from your pay cheque.

**Public complaint (.....)**



I, the undersigned, understand that the company will thoroughly investigate any complain(s) by the public about my driving and I will be subject to any appropriate warning or penalty, if the complaint is found to be substantiated.

I, the undersigned, also understand that the company can follow the disciplinary procedure either on a step-by-step basis, i.e. starting with a verbal warning and proceeding to a first, second, final warning and termination etc., or the company can take whatever action out of the above it may deem fit, depending on the severity of the incident.

**Behavior (.....)**

Please maintain an appropriate attitude toward all company employees. Action will be taken for any inappropriate behaviour or language used.

**Termination (.....)**

I, the undersigned, understand that I will give two weeks' notice prior leaving the work and, I will return all the documents assigned to me during hiring (Truck Binder, Fuel Card, Toll pass, A pass). I understand that I could be fined and not get the hold back until I return the paperwork.

**I, the undersigned have read, understand, and abide with the above requirements.**

\_\_\_\_\_

Driver's Name

Driver's Signature

Date

\_\_\_\_\_

Witness Name

Witness's Signature

Date



## DASH CAM POLICY

### 1. POLICY STATEMENT

This policy sets out the Group's position on the use of on-board incident capture devices (Dash Cams) in vehicles and its effect on employees.

### 2. PURPOSE AND SCOPE

The primary uses of Dash Cams are to assist in the Protection and Safety of Persons and Property, Prevention or Detection of Criminal Offences, Defense of Legal Claims, and most importantly, Driver Training.

It is not the Group's intended purpose to use Dash Cams for monitoring the work of employees or finding out whether they are complying or not with the organization's policies and procedures.

### 3. PRINCIPLES

The following principles apply:

- Dash Cams will be installed when appropriate in company vehicles.
- Dash Cams are set up in a way that ensures that there is minimal intrusion of privacy, and that any intrusion is fully justified.
- All drivers are aware if there is a Dash Cam in their vehicle and have been provided with the manufacturer's overview sheet, which they are requested to sign. This exercise for new employees joining the driving team is carried out as part of their induction.
- No images and information will be stored except where a relevant incident has occurred. Dash Cams only retain up to 12 seconds of the incident.
- Access to retained images and information will be restricted, with clearly defined rules to Designated Responsible Persons (DRPs) who can gain access
- The Dash Cam is not normally active and cannot be remotely viewed in real time. The Dash Cam cannot be accessed covertly to monitor the quality and amount of work completed by employees, nor can it be used in real time to track the employees' movements. However, where an incident is captured that reveals.



inappropriate conduct that cannot in good conscience be ignored, **Fellows Trans Inc.** reserve the right to process in the business interests. This may include grievance, or disciplinary proceedings, defense or litigation of a legal claim, and driver training

- When relevant to do so, Dash Cam footage may be retained and used for future Health & Safety training, including the improvement in Safety Quality and Training of drivers. We shall seek the employee's consent if we wish to use it for this purpose.
- Recorded images and information will be subject to appropriate security measures to safeguard against unauthorized access and use.

#### **4.DASH CAM RECORDINGS**

Recorded footage can be reviewed (not deleted or amended) by:

- Chief Information Officer
- Directors
- Management
- Driver Trainers
- Statutory bodies such as Police, HSE, etc.

Under appropriate circumstances the footage may be provided to Police (or other Competent Authority with the intention to prosecute for criminal offences. in defense of legal claims, or in pursuance of civil recovery, footage may also be provided to our legal representative with the intention of providing evidence before the courts

Where an incident involves a third party, the relevant insurers will be informed of the details.

Although the third party may be made aware that there is recorded evidence in the form of Dash Cam footage, a copy of the recorded material can only be obtained if requested by the subject themselves.



## **5. MONITORING AND REVIEW**

This policy will be regularly reviewed, or sooner if there is a policy need or legislative change. This policy does not form part of employees' terms and conditions of employment and may be subject to change at the discretion of the GDPR Steering Committee

## **6. DAMAGE AND TEMPERING**

Any driver found to violate this policy by damaging or tempering dash cam might face fines and suspensions and can lead to termination of employment.

Damaging or tempering includes the following, but not limited to:

- Covering the camera lens
- Intentionally blocking dashcam view by any means

### **PROCEDURES REGARDING SECURITY SEALS**

Only C-TPAT compliant ISO/PAS 17712 Security Seals are to be used on the trailer door handle and trailer doors.

Each driver will be given a supply of 10 seals from Safety Department on duty. The numbers on these seals are kept in computer record filed by Safety department.

Seal inspection process should be implemented throughout the supply chain. We use the V.V.T.T. Inspection Process as follows:

**V – View seal & trailer locking mechanisms.**

**V – Verify seal number for accuracy.**

**T – Tug on seal to make sure it is affixed properly.**

**T – Twist & Turn seal to make sure it does not unscrew.**

After the seal is affixed, driver should make sure that the seal is secure by pulling down on it.



The seal is to be inspected at each stop along the route. **If it exhibits evidence of tampering it must be immediately replaced and the second seal number documented and communicated to dispatch immediately.** The seal number and location of the seal must be verified stated by the shipper on the shipping documents.

**If the seal is removed in-transit to the border, even by government officials, a second seal must be placed on the trailer, and the seal change must be documented.** The driver must immediately notify the dispatcher that the seal was broken and the number of the second seal that is placed on the trailer.

#### **Driver Statement**

- **Do not break the seal of Trailer always check and match seal # with paperwork.**
- **If trailer is loaded with empty rack or Parts, then match seal# with paperwork.**
- **Any international Shipment in bound or Outbound MUST cross with High Security seal.**
- **If you fail to follow above said procedure you will be penalized for \$50.00 for each time you violate the seal policy.**

#### **PARTNERS IN PROTECTION: TRAINING**

- Check your trailer inside carefully when you pick up a loaded trailer from the yard.
- Check your load carefully when you are picking up a load from a customer's dock.
- After your trailer has been checked always lock your trailer, and you must seal your trailer with company issued seals, before you leave and until it is delivered.
- Buy your own lock.
- Check inside your truck before you leave.
- When you park your truck at coffee shops or at truck stops do not forget to check your seal before and after you come back. If you notice that the seal is tampered with call dispatch right away.
- If anything is suspicious call dispatch right away.



- Seals are available. Driver must use seals.
- Driver is supposed to declare everything when crossing the border.
- Passengers are not allowed at any time in the truck.
- It is illegal to smuggle drugs or humans. It could be jail for up to 10 years.

#### IPASS/TOLL TRANSPONDER AGREEMENT

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

I, \_\_\_\_\_ Driving truck # \_\_\_\_\_, hereby accept all company IPASS and other toll transponders issued assigned to my name and /or truck number

I understand that this IPASS/TOLL Transponder is assigned to myself and myself only and I am responsible for any replacement fee that is required due to missing and /or lost IPASS/TOLL transponder. A fee of \$15.00(CAN) will be deducted from driver /Owner operators pay in a case of a lost / missing IPASS/TOLL, you are responsible for all the changes on your IPASS until you notify **Fellows Trans Inc.** that the IPASS assigned to you has been lost or stolen.

The drive/owner operator is responsible for the IPASS for the currently truck # specified on this agreement. the driver /owner operator cannot transfer IPASS between vehicles without notifying **Fellows Trans Inc.** of any truck # change.

The driver owner operator will be charged for any particular transaction between the dates for IPASS is assigned and given to the driver/Owner operator if going over specific runs/ loads assigned by **Fellows Trans Inc.** dispatch will be charged for over usage.

All IPASS are company property. IPASS should be returned to **Fellows Trans Inc.** Safety department once specific run/load is completed.

#### FUEL CARD AGREEMENT

I hereby accept all Company fuel & toll cards issued to my name and to the truck number. I understand these cards are pin code protected, and I need to keep the card in the truck and these codes private at all the times. I will keep my cards protected from magnets or anything damaging.

I will inform **Fellows Trans Inc.** safety immediately if my cards are noticed missing, lost or stolen. I am responsible for all charges placed on cards issued in my name or truck number. I understand





there is a \$50.00 replacement fee for the replacement cards required due to missing, lost or stolen cards.

It is a policy of **Fellows Trans Inc.** to have its Company drivers maintain a minimum of ¼ tank of fuel at all the times. Drivers are required to check their fuel level visually on the daily basis and not rely on the fuel gauge on the dashboard. Any driver that runs out of fuel during his shift will be responsible for the service charges for roadside assistance to get the truck running again and understands and agrees that the cost will be deducted from his/her paycheck.

I hereby promise to return all Company fuel card issued to my name or truck number immediately following termination of employment or my resignation. The last working paycheck will not be released until All company issued fuel card are returned to **Fellows Trans Inc.**

#### SPEED LOCKER POLICY

Commercial trucks operating in Ontario and Quebec must have their engine's speed limiter parameter set to a maximum speed of 105 Km/hr. The rule applies to all trucks built after Dec 31, 1994, and equipped with electronic engine controls.

It is therefore, I \_\_\_\_\_, confirm that my truck year: \_\_\_\_\_,  
VIN# \_\_\_\_\_ has a parameter set to a maximum speed of 105 km/hr.

Owner-Operator Name: \_\_\_\_\_

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



## IMPAIRED POLICY

### **How Drugs and Alcohol Affect Your Driving**

Illegal drugs, cannabis, over the counter and prescription medications can all affect your judgment, reaction time, coordination, and motor skills. Even a small number of drugs, no matter how they are taken, can impair your ability to drive, and when you drive high, your risk of crashing more than doubles.

Alcohol — even one drink — can reduce your ability to react to things that happen suddenly. The effects of alcohol also include blurred or double vision, impaired attention and slowed reflexes. Alcohol-impaired driving is one of the leading causes of death on Ontario's roads.

### **What counts as Impaired Driving**

Impaired driving means operating a vehicle (including cars, trucks, boats, snowmobiles, and off-road vehicles) while your ability to do so has been compromised to any degree by consuming alcohol, drugs, or a combination of the two.

### **Fully Licensed Drivers**

Throughout Canada, the maximum legal blood alcohol concentration (BAC) for fully licensed drivers is 80 milligrams of alcohol in 100 milliliters of blood, or 0.08. Driving with BAC over 0.08 is a criminal offence and the penalties are severe.

In Ontario, you will also face serious consequences if your BAC is between 0.05 and 0.08. This is commonly referred to as the “warn range.”

If police determine that you are driving while impaired by any drug, including illegal drugs, cannabis, prescription, and over-the-counter medications, you will face severe consequences and criminal charges.

### **Zero Tolerance for Commercial Drivers**

As of July 1, 2018, drivers of vehicles requiring an A-F class license, vehicles requiring a Commercial Vehicle Operator's Registration (CVOR) and road building machines are prohibited from having any presence of alcohol in their blood when behind the wheel of these types of vehicles. These drivers are also prohibited from having any presence of cannabis in their system as well as other drugs that can be detected by an oral fluid screening device.

If police determine that you have the presence of cannabis or alcohol in your system and/or that you are impaired by any substance including illegal drugs, prescription drugs or over-the-counter medications, you will face severe consequences and potential criminal charges.



In addition to the penalties above, you will also face a \$198 license reinstatement fee each time your license is suspended.

### **Penalties for a BAC over the Legal Limit, Refuse Testing, or Impairment**

If you refuse to take a drug or alcohol test, you register a BAC over 0.08 or if a drug recognition evaluator determines that you are impaired, you will face:

- 90-day license suspension
- 7-day vehicle impoundment
- \$550 penalty (begins January 2019)
- \$198 license reinstatement fee
- You must attend a mandatory education or treatment program (for second and subsequent occurrences within 10 years)
- You will be required to use an ignition interlock device for at least 6 months (for third and subsequent occurrences within 10 years)

### **Additional Penalties if Convicted in Court**

If you are a young or novice driver convicted in court for violating the zero tolerance requirements for drugs and/or alcohol, your driver's license will be suspended again for at least 30 days and you will receive an additional \$60-\$500 fine. No matter what age or license you have, if you are convicted criminally of impaired driving in court, you can face **additional fines and jail time**, plus:

<b>First Offence</b>	<b>Second Offence Within 10 Years</b>	<b>Third or More Offence Within 10 Years</b>
<ul style="list-style-type: none"> <li>• Licence suspension of at least 1 year</li> <li>• You must attend a mandatory education or treatment program</li> <li>• Requirement to use an ignition interlock device for at least 1 year</li> <li>• You will need to undergo a mandatory medical evaluation to determine whether you meet the requirements for driving in Ontario</li> </ul>	<ul style="list-style-type: none"> <li>• Licence suspension of at least 3 years</li> <li>• You must attend a mandatory education or treatment program</li> <li>• Requirement to use an ignition interlock device for at least 3 years</li> <li>• You will need to undergo a mandatory medical evaluation to determine whether you meet the requirements for driving in Ontario</li> </ul>	<ul style="list-style-type: none"> <li>• Lifetime licence suspension, which may be reduced after 10 years if you meet certain criteria</li> <li>• You must attend a mandatory education or treatment program</li> <li>• Requirement to use an ignition interlock device for at least 6 years</li> <li>• You will need to undergo a mandatory medical evaluation to determine whether you meet the requirements for driving in Ontario</li> </ul>



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### How Police Detect Impaired Drivers

Ontario has police officers who are trained to detect impaired drivers and remove them from the road.

### Medical Cannabis Users

If a police officer is satisfied that you are legally authorized to use cannabis for medical purposes, you will not be subject to Ontario's zero tolerance drug requirements for young, novice and commercial drivers. However, you can still face penalties and criminal charges if a police officer determines that your ability to drive has been impaired. **Even if you have been authorized to use cannabis or another drug by a health care professional, it is your responsibility to ensure you are not impaired while driving.**

### Penalties for Impaired Driving

If police determine that you are driving while impaired, you will face penalties immediately. You will also face additional consequences later if you are convicted in court. The penalties you face can vary depending on your age, license type, the amount of alcohol or drugs in your system, and how many times you have been convicted.

#### Immediate Penalties

Penalties for a BAC in the Warn Range, failing a Standardized Field Sobriety Test or Violating Zero Tolerance. If your blood alcohol concentration is 0.05 or higher, you fail a roadside sobriety test, or you violate the zero tolerance requirements for young, novice and commercial drivers that begin on July 1, you will face:

#### First Offence

- 3-day license suspension. This cannot be appealed.
- \$250 penalty (begins January 2019)

#### Second Offence Within 5 Years

- 7-day license suspension (3-day suspension for commercial drivers). This cannot be appealed.
- \$350 penalty (begins January 2019)
- You must attend a mandatory education program (for a second occurrence within 10 years)



### **Third and Subsequent Offences Within 5 Years**

- 30-day license suspension (3-day suspension for commercial drivers). This cannot be appealed.
- \$450 penalty (begins January 2019)
- You must attend a mandatory treatment program (for third and subsequent offence within 10 years)
- You will be required to use an ignition interlock device for at least six months (for third and subsequent offence within 10 years)
- You will need to undergo a mandatory medical evaluation to determine whether you meet the requirements for driving in Ontario (for fourth and subsequent offence within 10 years).

### **Standardized Field Sobriety Test**

If a police officer suspects that a driver is impaired by drugs or alcohol, the officer may carry out a roadside standardized field sobriety test. If a driver fails the test, they can be immediately suspended from driving and face criminal impaired driving charges.

### **Breath Testing**

If a police officer suspects that a driver has consumed alcohol, the officer can demand a breath sample at the roadside to determine the individual's blood alcohol concentration. If a driver fails the test, they can be immediately suspended from driving and face criminal impaired driving charges.

### **Drug Recognition Evaluation**

If an officer has reasonable grounds to believe that a driver is impaired, a drug recognition evaluation may be carried out by a qualified officer at a police station. The test helps determine if the impairment is caused by drugs. If a driver fails the test, they can be immediately suspended from driving and face criminal impaired driving charges.

### **Oral Fluid Screening Devices**

The Government of Canada has proposed legislation that would authorize law enforcement officers, following a legal roadside stop, to demand that a driver provide an oral fluid sample if they reasonably suspect a driver has drugs in their body.

Once police in Ontario have access to federally approved oral screening devices, they will be able to use the device to support roadside testing. Oral fluid tests will also be used to enforce the zero tolerance requirements for commercial drivers.

### **Tips to avoid impaired driving**



There are simple steps you can take to avoid driving while you're impaired by drugs or alcohol:

- Have a plan to get home safely. Have a designated driver, use public transit, call a friend or family member for a ride, call a taxi or ride share, or stay overnight.
- Ask your doctor or pharmacist about side effects related to driving when using prescription medication.
- Read the information on the package of any prescription drugs or over-the-counter medicine, including allergy and cold remedies.
- Ask your doctor or pharmacist about how a prescription drug could affect you. Remember that combining drugs and alcohol together can impair your ability to drive more than using either one alone.

**By signing the bottom of this page, I acknowledge that I am trained on any company policies and specifically all the above issues and am made aware of fines and punishment by law, if I partake in any of the illegal activities during the employment under Fellows Trans Inc.**

DRIVER NAME: \_\_\_\_\_

DRIVER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS NAME: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_