

KEMPSEY SHIRE COUNCIL

COUNCIL MOTOR VEHICLE COMMUTER USE (HOME GARAGING) Procedure 5.5.63

Policy No. and title	5.5	Conditions of Employment Policy
Procedure	5.5.63	Council Motor Vehicle Commuter Use (Home Garaging)
Version	5	
Date Adopted	17 February 2021	

INTRODUCTION

This procedure applies to employees who have commuter use (or home garaging) of a Council owned vehicle.

(Employees who have access to a Council owned vehicle under a Vehicle Leaseback Agreement should refer to procedure 5.5.29 Motor Vehicle Leaseback.)

1 OBJECTIVE

To provide clear and consistent guidelines for the efficient and effective operation of Council's Commuter Use Vehicle Scheme.

2 OWNERSHIP AND AVAILABILITY OF A HOME GARAGED VEHICLE

- 2.1 Council use of the vehicle may be required outside normal business hours subject to agreement with the employee or, where agreement cannot be reached, 24 hours' notice being given to the employee.
- 2.2 The vehicle is not to be used for any private purpose unless written approval has been obtained from the General Manager.
- 2.3 For the purpose of this procedure, the deemed starting point will be the closest sign-on point to the employees home address, whether or not any work is undertaken there.
- 2.4 Members of the employee's family or non-Council employees are not allowed to travel in the vehicle unless required for work purposes (ie transport of a contractor to a worksite) or in the case of an emergency or written approval has been obtained from the General Manager.
- 2.5 The vehicle is for Council use and commuter use (home garaging) and is restricted to **travel to and from work only**, by the shortest possible route.
- 2.6 Incidental and non-routine private use of a Council vehicle subject to a commuter use agreement is permitted where that use is:
 - a. Otherwise on the employee's way to or from work or their home
 - b. Involves stops of brief periods only and for no more than 30 minutes
 - c. Involves stops that are on the employee's direct route to or from work or their home and requires a minor deviation, which add no more than two kilometres to the ordinary length of the trip, only

Any other incidental use outside of the above requires prior approval of the employee's Coordinator or Manager.

- 2.7 The vehicle is not available for use during periods of an employee's leave: including long service leave, annual leave, parental leave and sick/carers leave. The vehicle must be returned to Kempsey Shire Council unless otherwise approved.

3 CARE AND MAINTENANCE

- 3.1 The employee shall ensure that the interior of the vehicle is clean and tidy and the exterior is maintained to a high standard of cleanliness at all times, and regularly check common maintenance items such as lubricant, radiator and battery levels and tyre condition and pressure.
- 3.2 Council will provide for repairs, maintenance and insurance of the vehicle. It is the employee's responsibility to ensure servicing is carried out at the required intervals and all damage to panels or windscreen is reported to the Coordinator Fleet and Procurement within five working days.
- 3.3 When home garaged, the vehicle must be parked off-street and preferably under cover at the employee's residence, unless otherwise approved by the Director Infrastructure Services.
- 3.4 No modifications are to be made or equipment added or removed from the vehicle without prior approval of the Coordinator Fleet and Procurement.
- 3.5 Council has a strict "no smoking" policy which applies to all plant/vehicles.

4 OTHER EMPLOYEE RESPONSIBILITIES RELATING TO COMMUTER USE

- 4.1 The vehicle must only be driven by an employee of Council who holds an appropriate current Driver's Licence. In the event of an emergency the vehicle may be driven by any licenced driver.
- 4.2 Council reserves the right to rotate vehicles between staff with reasonable notice and by agreement with the employee as there will need to be a changeover of tools which are signed out to each individual employee.
- 4.3 If the employee is convicted of driving the Council vehicle under the influence of alcohol or other banned drug or substance and it results in a motor vehicle accident, the employee must pay the total cost of repairs and/or restitution arising out of the accident, in the event Council's insurers deny any insurance claim.
- 4.4 The vehicle shall not be used for any purpose other than described in this procedure including any activity where the employee derives an income that is not related to the employee's employment with Kempsey Shire Council.
- 4.5 The insurance policy for the vehicles may not cover for loss of the employee's personal possessions or equipment damaged, lost or stolen from the Council vehicle. The cost of any loss or damage to personal property from the vehicle not covered by insurance is to be borne by the employee.
- 4.6 Any driver involved in more than one "at fault" accident per year, subject to an investigation, may be required to pay the insurance excess applicable. The twelve month period shall apply from the date of the first "at fault" accident. The investigative process includes the right of an employee at any stage of the investigation to be represented by their union or its local representative or

delegate and the council represented by the Association, in accordance with Clause 31, Grievance and Disputes Procedures of the Local Government (State) Award and its successors.

- 4.7 The operator is required to follow Councils WHS policy regarding vehicles safety checks and safe operation.

5 VEHICLE CATEGORY

5.1 Category 4

This category applies to employees who require the use of a vehicle for operational purposes on a continuous daily basis during work hours, and have the option of commuter use only (to and from work). In such cases, the commuter use agreement is offered as a discretionary benefit that is not a condition of employment. (This clause applies to employees who have entered into a commuter use agreement after 3 November 2011).

The relevant Director will determine which employees will have the option of a commuter use vehicle in this category.

Employees in this category will have the option of a commuter use vehicle that has been purchased to carry out the operational requirements of the position or section.

6 COMMUTER USE FEE

- 6.1 The contribution payment for commuter use only (to and from work) is in accordance with the following schedule:

Distance from place of residence to designated place for commencement of work	Weekly charge for an employee commencing an initial commuter use agreement effective from 4 November 2011	Weekly charge for a employee with a commuter use agreement as at 3 November 2011 moving to another position with commuter use availability	Weekly charge for existing employees with a commuter use agreement as at 3 November 2011 in current position
Up to 10 kilometres	\$16.00	\$7.20	Nil
11 kilometres to 20 kilometres	\$34.40	\$14.50	Nil
21 kilometres to 30 kilometres	\$57.40	\$24.20	Nil
31 kilometres to 40 kilometres	\$80.40	\$36.30	Nil
41 + kilometres	Actual total distance travelled per week x \$0.23 per kilometre	Actual total distance travelled per week x \$0.11	Nil

		per kilometre	
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Where the employee is required to be 'on call' and paid the relevant on call allowance no commuter use fee will be payable for the applicable days.

Where the employee is on annual or long service leave in excess of (1) week and the vehicle has been returned to the general pool for use no commuter use fee will be payable.

Where an employee is "acting up" in a position of an employee who is on leave, as above, no commuter use fee will be payable for applicable days by that employee.

- 6.2 If fringe benefit tax (FBT) is incurred as part of a Council motor vehicle Commuter Use Agreement, **the employee will be liable to reimburse Council** for all FBT related charges.
- 6.3 In recognition of tasks and activities (refer to Attachment A) performed in lieu of paid working hours or time-bank the weekly charge will remain at nil for existing employees with a commuter use agreement as at 3 November 2011 whilst they remain in their current position.

In addition, if an employee with an existing commuter use agreement as at 3 November 2011 moves to another position with commuter use availability the weekly fee will be charged in accordance with the fees applicable at the time.

7 TERMINATION OF COMMUTER USE AGREEMENT

- 7.1 Abuse of the conditions of use as set out in this procedure or misuse of the vehicle or fuel card will lead to disciplinary action being taken against the employee and may lead to the termination of their commuter use agreement with one day's notice.
- 7.2 The employee may terminate their commuter use agreement by giving two weeks written notice to the Coordinator Fleet and Procurement.
- 7.3 Council may terminate the commuter use agreement by giving six months written notice of its intention to do so.
- 7.4 Non-compliance with the terms and conditions of this procedure or where the employee has had disciplinary action taken against them, or has a performance management plan in place, may preclude the employee from further use of the vehicle.

8 MOTOR VEHICLE COMMUTER USE AGREEMENT

Schedule A to the Motor Vehicle Commuter Use Agreement must be signed by the employee and signed by the Council's relevant Director or General Manager before any commuter use arrangement takes effect.

VARIATION

Council reserves the right to renew, vary or revoke this procedure which will be reviewed periodically to ensure it is relevant and appropriate.

Attachment A

In recognition of the following tasks and activities performed in lieu of paid working hours or time-bank the weekly charge will remain at nil for existing employees with a commuter use agreement as at 3 November 2011 whilst they remain in their current position.

In addition, if an employee with an existing commuter use agreement as at 3 November 2011 moves to another position with commuter use availability the weekly fee will be charged in accordance with the Council Motor Vehicle Commuter Use (Home Garaging) Procedure (5.5.63) applicable at the time.

The list of tasks and activities performed outside paid working hours are detailed below:

- Flexibility to attend work sites and provide early response in emergency situations;
- Participation in an on-call roster;
- Undertake routine monitoring of water and sewer operations;
- Collect water samples;
- Perform work site inspections as necessary
- Collect and drop off tools, parts and fittings;
- Collect and drop off machinery for repair or servicing;
- Re-supply of consumables, including toilet rolls, paper towels, cleaners and disinfectants;
- Change start and finish locations to suit the requirements of the organisation;
- Use of communications in the vehicle, which have meant that employees can exchange information even if phone lines are down eg: monitoring treatment plant; relaying information regarding road closures, flood levels and general local concerns;
- Removal of items from roads which may cause an accident, or at least allow for a quick response, even if OT will need to be claimed;
- Removal of dead animals;
- Provision of early advice to contractors on the phone in the truck prior to commencement time to arrange daily activities;



**MOTOR VEHICLE
COMMUTER USE AGREEMENT**

and

TERMS AND CONDITIONS

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MOTOR VEHICLE COMMUTER USE AGREEMENT

Agreement made this date _____ between the Kempsey Shire Council (hereinafter referred to as "the Council") of the one part and _____ (hereinafter referred to as "the employee") of the other part.

Council is the owner of the motor vehicle to which this Agreement applies and has determined that the employee may have commuter use of this vehicle. The use of the vehicle shall be subject to the following terms and conditions:

1 OWNERSHIP OF MOTOR VEHICLE

The employee acknowledges that the motor vehicle is the property of Kempsey Shire Council.

2 VEHICLE TYPES AND ALLOCATION

The Council reserves the right to operate its vehicle fleet in the most cost effective manner including the rotation of vehicles and, depending on prevailing market conditions, may decide to reduce or extend the holding period and/or vary the type of vehicles purchased and allocated at any time. Vehicles will be replaced at the optimum replacement interval as determined by the Council.

3 VEHICLE USE

The vehicle allocated under this Agreement is to be used in a lawful and responsible manner for normal commuter use, in accordance with the vehicle's design parameters. The employee is not to use the vehicle for:

- Any unlawful purpose.
- Conducting any private business or commercial activities or any other activity for personal reward or gain.
- Carrying passengers in excess of that for which the vehicle is constructed, registered or licenced, or contrary to manufacturer's recommendations.
- Carrying, hauling or towing loads in excess of that for which the vehicle is constructed, registered or licenced, or contrary to manufacturer's recommendations.
- Participation or involvement in any race, speed testing or speed trial, reliability trial, stunt, rally or other motor sport activity or event.
- Any activity that jeopardises the vehicle's structural or mechanical integrity.

The vehicle will form part of the Council's car pool and be available for the Council's use during normal working hours except for periods of approved leave or the employee's rostered day off. The vehicle may be used by any member of staff holding an appropriate licence.

4 VEHICLE AVAILABILITY DURING PERIODS OF LEAVE

Where the employee is absent on approved leave in excess of one (1) week the vehicle shall be returned to the appropriate vehicle pool and be made available for general use.

5 AUTHORISED DRIVERS

Category 4 vehicles must only be driven by an employee of Council who holds an appropriate current Drivers Licence. In the event of an emergency the vehicle may be driven by any licenced driver.

6 COMMUTER USE CONTRIBUTION PAYMENTS

The commuter use contribution payment for commuter use only (to and from work) is detailed in part 6.1 of the Council Motor Vehicle Commuter Use (Home Garaging) Procedure.

7 PETROL AND OTHER CONSUMABLES

The best value for money purchase of fuel is through Councils fuel pumps located at the Depot.

Some vehicles are also assigned a Fuel Card for the purchase of fuel. The fuel card shall be used at all times when fuelling Council's vehicles at any service station which accepts the issued fuel card. Employees are requested to fuel vehicles to a full tank each time the card is used. The speedometer reading is to be given to the service station operator at the time of fuelling. This practice is preferable as it assists in vehicle management. Consistent failure to use fuel cards or record speedometer readings will be deemed a breach of Council's agreement, which will lead to termination of the agreement.

The fuel card shall only be used for the purchase of fuel, oil or other fluids for council vehicles. No other purchases using the fuel card are permitted. The use of the fuel card for obtaining bonus points (ie fly buy points) is prohibited.

8 VEHICLE LOG BOOKS AND WEEKLY INSPECTION SHEETS

If required, the employee will complete a vehicle log book as provided by the Council.

Weekly inspection sheets will be completed and provided to Fleet. Failure to provide weekly inspection sheets may result in the suspension of the employee's Motor Vehicle Commuter Use Agreement.

9 EMPLOYEE RESPONSIBILITIES

The employee is responsible for:

- Complying with all relevant road rules and laws.
- Regularly cleaning the vehicle.
- Ensuring regular checking of engine oil, engine coolant and tyre pressures.
- Ensuring services are completed as per manufacturers' recommendations.
- Reporting any defects or damage to the vehicle to the Coordinator Fleet and Procurement.
- Complying with the Council's Smoke Free Workplace Policy by not smoking in the vehicle or allowing others to smoke in the vehicle.
- Garaging the vehicle in a secure off street location (if possible under cover).

- Locking the vehicle when not in use and removing or concealing any equipment that may attract the attention of thieves.
- Returning the vehicle to the appropriate vehicle pool if leave periods set out in Clause 4 (Vehicle Availability During Periods of Leave) of this Agreement are exceeded.
- Recording business use in log books during all periods of vehicle operation, as required.
- The reimbursement to Council of any fringe benefit tax liability that might arise from the use of a Council motor vehicle under this Agreement.
- Ensuring that only persons permitted to drive the vehicle, as set out in Clause 5 (Authorised Drivers) of this Agreement are allowed to drive the vehicle.
- Not driving under the influence of alcohol or drugs, or without a current driver's licence.

Breaches of the above conditions may result in the immediate termination or suspension of the employee's Motor Vehicle Commuter Use Agreement.

10 BREAKDOWNS AND REPAIRS

In the event of a breakdown, the employee is to utilise the services of the vehicle's NRMA Roadside Assistance Program.

Should the breakdown occur in a location away from the Council area, the employee may arrange urgent repairs. Reimbursement will be made to the employee, upon production of receipts.

The Council will charge the cost of repairs to the employee if such repairs are the result of wilful negligence, carelessness of the employee, or from using the vehicle in a manner that is contrary to this Agreement.

11 ACCIDENTS

In the event of an accident, the employee must contact the Coordinator of Fleet and Procurement as soon as possible following the accident and complete a Motor Vehicle Insurance Claim form.

Excess payable on insurance claims will be paid for by the Council except where the damage has been caused by wilful negligence, carelessness or the employee, or from using the vehicle in a manner that is contrary to this Agreement and Council's Motor Vehicle Commuter Use Procedure, in which case the employee will be responsible for payment of any insurance excess.

12 TRAFFIC AND PARKING INFRINGEMENTS

The employee will be responsible for full payment of the fine if he or she is fined for infringing any traffic or parking rule or law.

If the employee is convicted of driving under the influence of any drug or intoxicating liquor, he or she will be personally liable/responsible for any loss or damage to the Council's or any third party's property arising from driving under the influence. This would include payment of any claim for damage, injury or fine resulting from litigation.

If the employee has his or her driving licence suspended or cancelled for a breach of any road rules or laws, the employee will automatically have the Commuter Use Agreement suspended. On regaining a licence, the employee may apply for reinstatement of his or her Motor Vehicle Commuter Use Agreement.

13 THE COUNCIL'S RESPONSIBILITIES

The Council shall be responsible for the cost of all repairs, servicing, maintenance, registration and insurance of the vehicle, except where such maintenance and repairs occur as a result of the employee breaching any part of this Agreement.

14 COMMUTER USE AGREEMENT

Schedule A to the Commuter Use Agreement must be accepted and signed by the employee and signed by the Council's relevant Director or General Manager before any arrangement takes effect.

15 TERMINATION

Termination by the Council

- a) The Commuter Use Agreement may be terminated by agreement at any time.
- b) Where a vehicle is provided to an employee as a discretionary benefit the arrangement Council shall give a minimum of six (6) months written notice of the arrangement (Leaseback Category 3 and 4).

Notwithstanding the above where a commuter use agreement was entered into prior to 3 November 2011, the Council shall recognise the agreement as a term or condition of employment.

- c) Should the employee cease employment with the Council, lose his or her licence, seriously breach this Agreement, or accept a new position with the Council that does not include a Commuter Use vehicle, the Council may terminate or suspend the Commuter Use Agreement without notice.
- d) Where the vehicle is provided on a temporary basis the agreement may be terminated by the Council without further notice at the end of the agreed period.

Termination by the Employee

A Commuter Use Agreement may be terminated by the employee by giving two weeks written notice.

Employee's Obligations on Termination

Upon termination of the Motor Vehicle Commuter Use Agreement the vehicle, keys and any other associated items included with the vehicle shall be returned to the Council prior to or on the date of termination.

All expenses and obligations arising from the Commuter Use Agreement shall be paid by the employee prior to termination or deducted by the Council from the employee's final pay.

16 VARIATION

The Council reserves the right to vary the terms and conditions of this Agreement subject to two (2) months written notice to the employee. In accordance with the Local Government (State) Award, such variations will be referred to the Consultative Committee.

MOTOR VEHICLE COMMUTER USE AGREEMENT – SCHEDULE A

This Schedule replaces and supersedes any previous Schedule. The Schedule will be amended over the life of the Agreement in accordance with Clause 6 and Clause 16.

Part A: Term of Agreement <i>(tick appropriate box)</i>	
<input type="checkbox"/>	This schedule operates from _____ (insert date) and remains in force unless terminated or varied in accordance with Clause 15 or Clause 16 of the Agreement.
<input type="checkbox"/>	The right to private use of a Council vehicle is temporary and only applies for a period of _____ weeks from _____ to _____ inclusive.

Part B: Vehicle Details	
The vehicle is provided under the following Vehicle Category as set out in Council’s Motor Vehicle Council Motor Vehicle Commuter (home garaging) Procedure. <i>(Tick box as appropriate)</i>	
Vehicle Category:	<input type="checkbox"/> Category 4
Description of Vehicle:	
The Vehicle will be parked off street at:	

Part C: Contribution Details	
Contribution Payments to be Applied (Clause 6):	
Commuter Use Only (Vehicle Category 4)	<input type="checkbox"/> \$ _____ per week

Part D: Authorisation	
I, _____ (name) hereby acknowledge that I have read, understand and accept the terms and conditions of Kempsey Shire Council’s Motor Vehicle Commuter Use (Home Garaging) Procedure .	
I authorise payroll deductions of \$ _____ per week to pay my vehicle commuter use contributions in accordance with the terms and conditions in the Agreement, commencing _____ (date). I further authorise the Council to deduct any money owed by me under this Agreement from my final pay, in the event that this Agreement ceases as a result of the termination of my employment.	
I acknowledge that this Agreement is provided under Category 4 in Councils Motor Vehicle Commuter Use (Home Garaging) Procedure and as such does not constitute a condition of my employment as defined by the Local Government (State) Award. <i>(Delete this paragraph if not applicable)</i>	
Employee Signature:	Date:
General Manager/Directors Signature:	Date: