

## CCGT INTERNAL STAFF MOTOR VEHICLE POLICY

This Policy applies to CCGT internal staff only. For apprentices and trainees driving host employer Company Vehicles, please refer to the "Apprentice & Trainee Motor Vehicle Agreement."

### 1. Assigned Vehicles

- 1.1 Staff members (as determined by Senior Management) may be offered a company vehicle as part of their employment arrangements with the Company. Staff members, who are offered a company vehicle, will be referred to as the "nominated driver."
- 1.2 All Company vehicles will be available for staff members to use on CCGT business only.
- 1.3 The nominated driver may permit a person who is not employed by CCGT to drive a Company vehicle, however they must hold a current C Class NSW Drivers Licence and agree to abide by the conditions of this Policy.
- 1.4 Staff who require a drivers licence to carry out their normal duties and who have a licence cancelled fully or partially, shall immediately notify Senior Management. Failure to do so will be considered a serious misdemeanour and as such may result in the termination of the employee's services.
- 1.5 Company vehicles are not to be driven by anyone holding a Learners Permit or Provisional Drivers Licence.
- 1.6 Should the nominated driver be travelling overseas or interstate and do not require the use of the vehicle, CCGT Management reserves the right to access the vehicle during this time.

### 2. Personal Use of Assigned Vehicles

- 2.1 Nominated drivers of Company vehicles may be permitted to park the vehicle off road or garage the vehicle at their home or place of residence.
- 2.2 Nominated drivers of Company vehicles are also permitted personal usage of Company vehicles on weekends, after hours, annual leave and public holidays. Should the nominated driver wish to travel beyond a 250km radius of their principal place of residence, written permission will be required from Senior Management.

### 3. Maintenance of Vehicles

- 3.1 It is the responsibility of the nominated driver to ensure the Company vehicle is kept clean and tidy at all times.
- 3.2 Smoking is not permitted in any Company vehicle.
- 3.3 CCGT is responsible for meeting all reasonable costs with regard to repairs, running costs and maintenance of vehicles.
- 3.4 The nominated driver is responsible for scheduling regular vehicle services with a Licensed Mechanic as selected by Senior Management.





- 3.5 The nominated driver is responsible for notifying Senior Management of any damage to the vehicle or repairs that the vehicle may need.
- 3.6 At the discretion of Senior Management, the nominated drivers may be supplied with a replacement motor vehicle in the event that their motor vehicle is off the road for repairs.
- 3.7 The nominated driver is responsible for ensuring that the first aid kit is kept up to date and always in the vehicle.
- 3.8 The CCGT Accounts Coordinator is responsible for ensuring that all Company motor vehicles are registered in NSW.

#### **4 Petrol Purchase**

- 4.1 Shell and Caltex cards are provided to purchase petrol for all CCGT Company vehicles. Any fraudulent use of the petrol cards will result in disciplinary action and possible dismissal. It should be noted that the company receives monthly reports which highlight anomalies such excessive fuel use.
- 4.2 Should the petrol account exceed \$500.00 per month per vehicle, the nominated driver will be responsible for producing evidence validating the usage.
- 4.3 In the event that the personal usage exceeds 45% of total usage, the nominated driver may be required to reimburse the Company at a per kilometre rate in accordance with the Clerks – Private Sector Award 2010.
- 4.4 Loss of cards shall be reported to Senior Management immediately.

#### **5 Roadside Assistance**

- 5.1 The CCGT Accounts Coordinator is responsible for ensuring that all Company Vehicles are covered by NRMA Roadside Assistance.
- 5.2 In the case of a breakdown, NRMA Roadside Assistance information is kept inside the glove box. Please refer to the NRMA Roadside Assistance Document for instructions.

#### **6 Infringements**

- 6.1 CCGT will not accept responsibility or liability for any traffic, parking or driving infringements incurred. If CCGT receives an infringement notice, Senior Management will assign that infringement notice to the nominated driver, unless the nominated driver can prove the identity of the person who incurred the infringement.
- 6.2 Any driver who is charged with Prescribed Content of Alcohol above that of the legal limit whilst in control of a Company vehicle, or is involved in an accident whilst being under the influence of alcohol or illegal drugs shall be:
  - Denied access to any Company vehicles;





- Liable for the costs associated with the loss or damage to any Company vehicle and other damage caused.

Any driver who finds himself/herself in the above situation, may also be subject to disciplinary action that may result in dismissal.

6.3 Drivers of a Company vehicle must not use a hand-held mobile phone whilst the vehicle is moving, or is stationary but not parked.

6.4 All infringements must be reported to Senior Management immediately. A copy of the infringement notice is to be provided to Senior Management immediately for record-keeping and insurance purposes.

## **7 Comprehensive Third Party Insurance**

7.1 The CCGT Accounts Coordinator is responsible for ensuring that all Company vehicles are covered by Comprehensive Third Party Insurance.

7.2 All CCGT Vehicles are currently insured through EML Insurance.

7.3 Any driver of a Company vehicle, who is involved in a vehicle accident and is at fault, will be responsible for the payment of any excess applicable with the discretion of Senior Management.

7.4 Any driver of a Company vehicle, who is under the age of 25 and is involved in a vehicle accident and is at fault, will also be responsible for the payment of the applicable age excess with the discretion Senior Management.

7.5 Any driver of a Company vehicle who is aged 25 years and over with less than two (2) years driving experience and is involved in a vehicle accident and is at fault, will also be responsible for an additional excess with the discretion of Senior Management.

## **8 Accidents**

8.1 Senior Management must be notified immediately if the vehicle is stolen, damaged in any way, or involved in an accident causing damage or injury.

8.2 What to do if involved in an accident:

8.2.1 Do not discuss who is at fault. Do not offer or accept any payments. Drivers must exchange details with the other parties involved including name, address, drivers licence number, number plate, make model and colour of the other vehicle(s) involved and insurance details.

8.2.2 You do not need to contact the Police if damage to the vehicle is less than \$500.00 and no one is injured. However, Police must attend the accident scene if:

- A person is killed or injured.
- The other party fails to stop or exchange details.
- One or more vehicles need to be towed away.
- A driver appears to be under the influence of alcohol or drugs.





- Damage to any property other than the vehicles appears to be more than \$500.00.
- Any accident not included above must be reported to the Police within 24 hours.

8.2.3 If the vehicle is to be towed away, contact Coastwide Towing on ph. 4389 4389. Personal belongings should be removed from the vehicle before it is towed away.

8.3 If a staff member is involved in an accident where CCGT's insurance is voided due to them;

- (a) being under the influence of alcohol;
- (b) being under the influence of an illegal substance; or
- (c) being specifically precluded from driving a vehicle, i.e. unlicensed,

they will be liable for the cost of repairs for any damage and will receive disciplinary action and possible dismissal.

8.4 In the event that the driver of the vehicle involved in an accident where CCGT's insurance is voided due to them;

- (a) being under the influence of alcohol;
- (b) being under the influence of an illegal substance;
- (c) being specifically precluded from driving a vehicle, i.e. unlicensed,

and they are NOT an employee of CCGT, they will be liable for all costs incurred as a result of the accident.

8.5 A failure to report involvement in an accident to Senior Management, whilst driving a Company vehicle will result in disciplinary action and possible dismissal.

## **9 Use of Private Vehicles**

9.1 A kilometre allowance shall be paid for using a private vehicle where use of a Company vehicle is impracticable and is approved by Senior Management in accordance with the Clerks – Private Sector Award 2010. This permission must be granted in writing.

9.2 Only private vehicles that are comprehensively insured shall be used for work purposes. Insurance claims resulting from accidents during work time is the responsibility of the vehicle owner.

9.3 A failure to report involvement in an accident to Senior Management, whilst driving a private vehicle on CCGT business, will result in disciplinary action and possible dismissal.

## **10 Replacement of Vehicles**

10.1 Company vehicles may be sold at Auction, traded-in with a motor vehicle dealer or sold privately. Senior Management has to ensure that the Company receives the best sale price for Company vehicles that are sold.

## **11 Fringe Benefits**

11.1 A Company vehicle is available for personal use constitutes a fringe benefit, in accordance with Australia Taxation law. This is whether the vehicle is assigned as part of a salary package or used infrequently. Whenever the Company vehicle is parked overnight away from CCGT, it is deemed to be available for personal use. Assigned cars issued as part of a package are automatically classed as a fringe benefit to that employee for that part of the year during which it is available for personal use.





11.2 The fringe benefit on Company vehicles is calculated concessionaly, i.e. it is not just the sum of the individual costs of providing that car to the employee, but rather is arrived at by using the statutory method. The statutory method is a percentage of the cost of the vehicle, inclusive of GST, based on the annualised kilometres travelled by the vehicle.

The base value is then grossed and is called a reportable fringe benefit. Reportable fringe benefits are shown separately on your group certificate for the financial year ending immediately following the end of the fringe benefits year (31 March). **Note the employee does not incur any Pay As You Go income tax on reportable fringe benefits.** Employees concerned about the implications of reportable fringe benefits on any Government allowance they may receive, should seek independent financial advice.

Endorsed by the Board of Directors on ..... 18<sup>th</sup> May 2019 .....

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CCGT Chairman

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CCGT Senior Manager

