Procedure 5.04.34 Council motor vehicle – commuter use (home garaging)

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<th>Department</th>
<th>Organisational Development and Governance</th>
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<td>Responsible Officer</td>
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**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 5.08.2 Work Related Vehicle).

**Ownership and availability of a home garaged vehicle**

1. The vehicle is the property of the Council and must be returned to Council premises immediately on request.
2. The vehicle is **NOT** to be used for any private purpose unless written approval has been obtained from the General Manager.
3. Members of the employee’s family or non-Council employees are not allowed to travel in the vehicle unless written approval has been obtained from the General Manager.
4. The vehicle is for Council use and commuter use (home garaging) is restricted to **travel to and from work only, by the shortest possible route**. Detours via hotels, clubs and shops are not acceptable practices.
5. 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 BVSC unless otherwise approved.
6. Council use of the vehicle may be required by another authorised member of staff outside normal business hours subject to agreement with the employee or, where agreement cannot be reached, 24 hours’ notice being given to the employee.

**Care and maintenance**

1. The vehicle must be kept clean and presentable by the employee, the necessary work to be carried out in the employee’s own time and at the employee’s expense.
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 windscreens is reported to the Fleet Manager within 10 working days.
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 Group Manager | Transport and Utilities (TUG).
4. No modifications are to be made or equipment added or removed from the vehicle without prior approval of the Group Manager | Transport and Utilities (TUG).
5. Council has a strict “no smoking” policy which applies to all plant/vehicles.
6. **Routine and regular operation and safety checks are the responsibility of the operator.**
Other employee responsibilities relating to commuter use

1. The vehicle must only be driven by an employee of Council who holds an appropriate current Driver’s License.
2. The conditions of use applying during working hours shall also apply to home garaging use.
3. Council reserves the right to rotate vehicles between staff.
4. 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.
5. 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 Bega Valley Shire Council.
6. The insurance policy for the vehicle does not cover 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 is to be borne by the employee.
7. Any driver involved in more than one “at fault” accident per year shall pay the insurance excess applicable. The twelve month period shall apply from the date of the first “at fault” accident.
8. The operator is required to follow Councils WH&S Policy and Procedures regarding vehicle safety checks and safe operation.

Commuter use fee

Council reserves the right to introduce a fee should there be changes to legislation covering fringe benefits tax, goods and services tax or other taxes that result in changes to the capital or operating cost of the vehicle or change of Council policy. Such change will be subject to a notice period of three months.

Commuter use (to and from) lease fee is subject to Council Policy and is reviewed annually. Commuter use (to and from) lease fee is $nil.

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.

Termination of commuter use agreement

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.
2. Access to a commuter use vehicle may also be terminated due to disciplinary action being taken against the employee relating to poor work performance or in appropriate behaviour (Refer to Procedure 5.04.10 Disciplinary Action).
3. The employee may terminate their commuter use agreement by giving two weeks written notice to the Group Manager TUG.
4. Council may terminate the commuter use agreement by giving six months written notice of its intention to do so.
5. Non-compliance with the terms and conditions of this procedure or where the employee has had disciplinary action taken against them, or has an underperformance work-plan in place, may preclude the employee from further use of the vehicle.
Application for a commuter use (home garaged) vehicle

COMMUTER USE (HOME GARAGED) APPLICATION FORM

I, .............................................. from ..............................................................

(print name) (area/section of Council where employed)

request permission to have commuter use (home garaged) of a council vehicle.

The vehicle will be parked off street at: ..............................................................

(address where the vehicle will be home garaged)

I understand that by signing this document that I acknowledge I have read and understood this document. I further understand it is my responsibility to seek advice regarding any questions I might have regarding this document prior to my signing.

I agree to abide by the Council vehicle commuter use (home garaging) procedure

Signed ___________________________ Date ___________________________

Authorised by:
Group/Executive Manager ___________________________ Date ___________________________