



## CEPU SA Branch

# MOTOR VEHICLE POLICY

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## **1. Persons responsible**

Branch Secretary  
Assistant Branch Secretary  
Organisers

## **2. Purpose**

The Union recognises that motor vehicle travel is an essential part of the work-related activities of Union officers.

## **3. Definitions**

**“The Vehicle Custodian”** – shall mean the employee who has the use and primary responsibility for the Union Vehicle as part of their remuneration.

**“Driver’s License”** – shall mean a valid and current licence to drive a motor vehicle, issued by the appropriate authority in the jurisdiction in which the holder will drive, and appropriate to the type of vehicle to be driven.

**“Primary Union Vehicle”** – shall mean any vehicle that is owned by the CEPU Electrical Energy Services Division, SA Branch or is provided by way of a car allowance payment by the CEPU Electrical Energy Services Division, SA Branch.

**“Union”** – shall mean the CEPU Electrical Energy Services Division, SA Branch.

## **4. Scope**

This policy applies to all Union Officers and staff and/or to anyone who incurs vehicle and vehicle-related expenses paid by the Union.

This policy does not form part of any contract of employment.

## **5. Licences**

It is a requirement that anyone who drives a Union Vehicle has a current driver’s licence of a class applicable to the vehicle. It is the Vehicle Custodian’s responsibility to ensure validity of his or her driver’s licence and the validity of any others who drive the vehicle.

Where the vehicle Custodian does not hold a driver’s licence, or that licence is suspended or revoked:

- a) In the case of a Union provided vehicle – arrangements shall be made for the vehicle to be returned to the Union; or
- b) In the case of a vehicle allowance – except where the Branch Secretary determines that exceptional circumstances apply, that allowance shall cease, until such time as the Vehicle Custodian is again eligible to drive.

## **6. Other Drivers**

The usual driver of the vehicle should be the Vehicle Custodian however, other officers and staff, members of the Vehicle Custodian’s family, friends and/or

associates known to the Custodian, may drive the vehicle should the need arise. This is provided that such use does not interfere with the Primary Purpose of this vehicle. The Vehicle Custodian must ensure that any other drivers of the vehicle hold a valid driver's license for the class of vehicle and the driver complies with the provisions of this policy at all times.

#### **7. Tolls**

E-Tags or transponders will be supplied by the Union if required. E-Tags or transponders belong to the vehicle they are assigned to and are not to be transferred or removed from the vehicle.

#### **8. Vehicle Condition**

The vehicle is expected to be kept in a clean and safe condition and must be roadworthy at all times.

#### **9. Smoking in the Vehicle**

There is to be no smoking in Union vehicles.

#### **10. Fuel**

Fuel is to be paid for by the Union Fleet card, fuel card or Union credit card if necessary. Where a car allowance is paid, fuel costs are the responsibility of the employee receiving the allowance.

#### **11. Servicing**

The vehicle will be required to be serviced at the designated times specified by the manufacturer's vehicle service log book. It is the responsibility of the driver to ensure that this occurs. Where the vehicle is owned by the Union, all costs associated with servicing shall be met by the Union. Reasonable maintenance of the Vehicle outside of regular servicing (oil, tyres, windscreen wiper blades, etc.) reasonably required to maintain the vehicle in a roadworthy condition can be paid for using the Union Fleet Card or Union Credit Card when necessary, except where a vehicle allowance is provided. Registration and insurance will be paid by the Branch for union owned vehicles.

#### **12. Roadside Assistance**

All Vehicles are to be covered by a roadside assistance arrangement. This will either be provided by the manufacturer of the vehicle during the warranty period, or subsequently by the Union's provider (such as RAA). Where the vehicle is owned by the Union, all costs associated with roadside assistance shall be met by the Union.

#### **13. Road Laws and Traffic Infringements**

The Vehicle Custodian shall at all times obey applicable road laws.

The Vehicle Custodian shall be personally liable for any breach of such laws and any associated costs, damages, penalties etc.

The Vehicle Custodian shall indemnify the Union against any and all claims resulting from their misuse of the vehicle.

All parking fines, speeding or traffic infringements incurred are the personal responsibility of the Vehicle Custodian. In the event that the Union receives an infringement notice, the Vehicle Custodian will be nominated as the driver at the time of the offence.

In the event that the vehicle was driven by an alternative Driver at the time of the offence, the Vehicle Custodian is responsible for nominating the correct person as the driver to the relevant authority. Any disputes about this must be raised with the Branch Secretary. In exceptional circumstances where a Vehicle Custodian incurs a parking infringement whilst enacting their duties, the Union may pay at the discretion of the Executive Council.

#### **14. Business and Personal Use**

The Vehicle Custodian is permitted use of the vehicle for private purposes in the State/Territory of their normal place of employment. Where a vehicle is used for private purposes outside the State/Territory or whilst on Annual Leave, the cost of fuel will be met by the designated driver. In the event of the Vehicle Custodian using the vehicle for purposes related to a separate business, the Vehicle Custodian shall advise the Branch Secretary and be liable for any and all costs in relation to such use.

#### **15. Home Garaging**

It is expected that Union vehicles will be stored in a safe and secure location at the driver's residence.

#### **16. Motor Vehicle Crashes and Reporting**

If the driver is involved in a motor vehicle accident, then he or she should stop the vehicle immediately. When a person is injured or property is damaged as a result of the crash, the driver should provide the required assistance and report to the nearest accessible police station. If there are no personal injuries and the owner of the damaged property is present on site, then reporting the incident to the police is optional.

At the scene of a crash, the driver should note:

- the name and address of the other driver;
- the registration number details of the other vehicle;
- the other vehicle's owner;
- the contact details of witnesses, if any;
- the time and place of the crash; and
- any damage to the vehicle, the other vehicle(s) involved in the accident, and/or other property.

The driver of the Union vehicle should not admit liability under any circumstances.

## **17. Choice of Motor Vehicle and Replacement**

Vehicles purchased by the Union under this option will:

- a) be the more cost effective or of greater use to the union and will be an Australian made vehicle where possible.
- b) subject to the discretion of the Branch Secretary and where it is more cost effective or otherwise of greater use to the Union, a utility vehicle, four-wheel drive or such other vehicle.

First preference will be given to South Australian made vehicles and then Australian made vehicles if available.

The range of motor vehicles is reviewed periodically by the Branch Secretary.

Vehicles should be replaced at least every 5 years or at 150,000 kilometres whichever is sooner.

## **18. Accessories**

All passenger vehicles will be supplied with Bluetooth phone connectivity, 5 star ANCAP rating (except for utility vehicles, which must have a minimum of a 4 star ANCAP rating), automatic transmission, air conditioning, driver and passenger airbags and anti-lock braking system (ABS) and including any other 'optional' Safety equipment.

Cargo Barriers for Station Wagons, tow bars, roof racks and window tinting are the only approved standard accessories that can be fitted. Any additional accessories for Union supplied vehicles required can only be fitted with the approval of the Branch Secretary and shall, unless the Branch Secretary determines otherwise, be at the employee's personal expense.

## **19. Vehicle Allowances**

For those officials or employees who, by approval of the Branch Secretary, elect to receive a vehicle allowance in lieu of receiving a Union vehicle the following shall apply;

- a) The Union will pay a car allowance as set by the State Council per week increased by CPI each year to the official or employee;
- b) The official or employee must ensure they have available at all time for their work requirements the fully maintained, registered, road worthy and insured vehicle.
- c) Vehicles purchased or leased by an official or employee under this option should be replaced prior to having travelled 150,000 kilometres or becoming five years old and must be as a minimum, equivalent to the vehicles mentioned in Clause 13 of this policy.
- d) The official or employee must ensure that the vehicle is appropriately insured, including as a minimum – third party, third party property and comprehensive motor vehicle insurance.

- e) All responsibility for insurance/claims, maintenance, repairs, fuel, tolls, registration or other matters associated with the vehicle other than are the responsibility of the official or employee.

## **20. Log Books**

An official or employee provided with a Union Vehicle may, at the discretion of the Branch Secretary, be required to maintain a log book.

## **21. Insurance and Registration**

The Vehicle Custodian shall provide to the Administration Manager, vehicle registration and insurance papers within 14 days of them being issued.

## **22. Responsibilities**

- a) The Union will not accept any financial loss resulting from failure to comply with any of the provisions of this policy. Vehicle Custodians will be responsible for the payment of any costs or repair bills incurred due to misuse of a Union Motor Vehicle and the Union may take disciplinary action for failure to comply with the Motor Vehicle.
- b) In the event that inappropriate use of the Union Motor Vehicle leads to an insurance claim for a Union Motor Vehicle, the Union may recover the amount of the insurance excess from the relevant Vehicle Custodian.
- c) The Union will monitor driver behaviour by reviewing accident claims, unexpected vehicle repair costs, offences, infringement notices and parking fines. If at any time the Union has concerns about a driver's behaviour, the Union reserves the right to require the official or employee to attend driver counselling and/or safe driving education courses.
- d) Where failure to exhibit appropriate driving behaviour, safe driving practices or non-compliance with this policy occurs, the Union may elect to withdraw approval for the official or employee to access a Union Motor Vehicle or withdraw the Vehicle Allowance.

## **23. Sale of Vehicles**

At the time of sale, the Officials will have first option to purchase their vehicle at the applicable fair market value. Should they decline the opportunity then the sale will be available to all other staff, and then State Council committee members and associates/family members of the officers.

## **24. Retirement**

Upon retiring or resigning, with Executive Approval, Officials can purchase their company vehicle at the applicable fair market value.

**25. Review**

This policy will be reviewed at least every two years from effect.

Policy Initiated	Last reviewed	Next review by
9/5/2018	13/12/2019 By: CEPU SA State Council	13/12/2021



John Adley

Branch Secretary

CEPU Electrical Energy and Services Division - SA Branch