**DOCFRM002 – Vehicle Policy**

Introduction

This Policy applies to casual, part-time and full-time employees of YBE.

# **Statement of Authority**

This Policy outlines the conditions and obligations of YBE (2) Pty Ltd.’s (‘YBE’) employees use of vehicles provided by YBE.

This Policy, where relevant, operates in conjunction with an employee’s contract of employment.

This Policy does not form part of any employee’s contract of employment.

**Commencement of the Policy**

This Policy will commence from 9 September 2016. It replaces all other policies of YBE relating to YBE vehicles (whether written or not).

Scope

This Policy does not form part of any employee’s contract of employment.

**Policy**

Responsibility for expenses

Where a YBE Supervisor approves the use of a YBE vehicle for an employee to travel to and from work, the use of the vehicle is limited to that purpose only. Any private use of a YBE vehicle without authorisation from the Supervisor will be deemed Serious Misconduct.

If YBE provides an employee with a motor vehicle, the employee is entitled to use it for work-related purposes. Limited personal use within 31km from Nhulunbuy Post Office may be granted in accordance with your employment contract, and is subject to the restrictions specified in this Policy.

Beyond 31km (Bulman Turnoff) written permission must be sought from the YBE General Manager. Private use of a YBE vehicle beyond the 31km limit will be at the expense and risk of the driver.

In the event of a vehicle mechanical failure, damage or the requirement for a vehicle recovery, the driver will be liable for the cost to return the vehicle to the YBE workshop for repairs.

YBE will pay all registration, taxes, insurance premiums, running costs and maintenance associated with the running of the vehicle.

Ownership of vehicle

At all times, the vehicle remains the property of YBE.

Maintaining YBE’s vehicle

An employee who is provided with a vehicle must:

* + 1. take good care of the vehicle;
    2. conduct weekly pre-starts (as a minimum)
    3. ensure vehicles are used and maintained in accordance with the manufacturer’s requirements and specifications. The owner’s manual for each vehicle is stored in the vehicle’s glove box and drivers are encouraged to familiarise themselves with the features and correct operation of each vehicle by reviewing the contents of these manuals;
    4. if required by YBE, ensure that it is properly and responsibly maintained and serviced, particularly in accordance with warranty requirements;
    5. ensure that the provisions of any insurance policy relating to the vehicle are observed;
    6. not fit any accessories to the vehicle without prior written approval from YBE;
    7. pay all parking and traffic infringement penalties relating to use of the vehicle incurred by the employee and provide timely nominations to the appropriate authority for parking and traffic infringement penalties not incurred by the employee;
    8. ensure that the vehicle is securely locked when left unattended and that any alarm system fitted to the vehicle is turned on;
    9. ensure that the vehicle is available for use by other employees when required;
    10. drive and use the vehicle only for the purpose for which it is intended;
    11. ensure that the vehicle is properly garaged when not in use;
    12. when required by law, immediately report any accidents involving the vehicle to the police;
    13. immediately inform YBE of any faults or damage to the vehicle; and
    14. keep the vehicle clean and in good order.

Use of vehicle while on leave

When an employee that is provided with a vehicle is on authorised leave, the vehicle may be required to remain on YBE grounds for YBE business use.

Safety

The employee’s obligations with respect to safely using YBE’s vehicle include:

* + 1. obeying all relevant road rules and legislation;
    2. not driving the vehicle if the employee is taking any medication that may adversely affect the employee’s ability to drive or where the employee is intoxicated through alcohol consumption or illegal drug use; and
    3. The employee will be responsible for paying any excess on the insurance and any other expenses incurred, if an employee is involved in any accident whilst operating the vehicle as a result of:
    - medication use
    - intoxication
    - unlawful drug taking
    - negligence
    - recklessness
    - during personal use beyond the 31km restriction

Licence

Employees must maintain a current driver’s licence. An employee must notify YBE immediately if their licence is suspended or cancelled.

Return of vehicle

The employee must return the vehicle when employment is terminated, or at any other time as YBE may direct.

YBE considers the provision of a motor vehicle as a significant privilege. Accordingly, YBE reserves the right to withdraw use of the motor vehicle for any employee who is in breach of this Policy. Such breach may also result in other disciplinary action, including, but not limited to, termination of employment.

Additionally, YBE may inspect the motor vehicle at any time without notice.

Breaches of this Policy

A breach of this Policy may lead to disciplinary action including, but not limited to, termination of employment.

**Supporting Documentation**

Current employment agreement

GOVCOC100 - Code of Conduct

# **Responsibilities**

The General Manager is responsible for the formulation of this policy, revision of the Policy and the determination of employee entitlements on recruitment.

The General Manager is responsible for the administration and the development of supporting procedures in accordance with this Policy.

## Variations

*YBE* reserves the right to vary, replace or terminate this policy from time to time.

## Policy version and revision information

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| Policy Authorised by: General Manager | Original issue: 2/09/2016 |
| Policy Maintained by: Business Manager | Current version: 1 |
| Review date: 4/09/2017 |  |

**DOCFRM002 – Vehicle Policy**

**Department: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## Workplace participant acknowledgement

I acknowledge that:

* receiving the YBE Policy;
* that I will comply with the Policy; and
* that there may be disciplinary consequences if I fail to comply, which may result in the termination of my employment.

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| **Name & Surname** | **Date** | **Signature** |
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