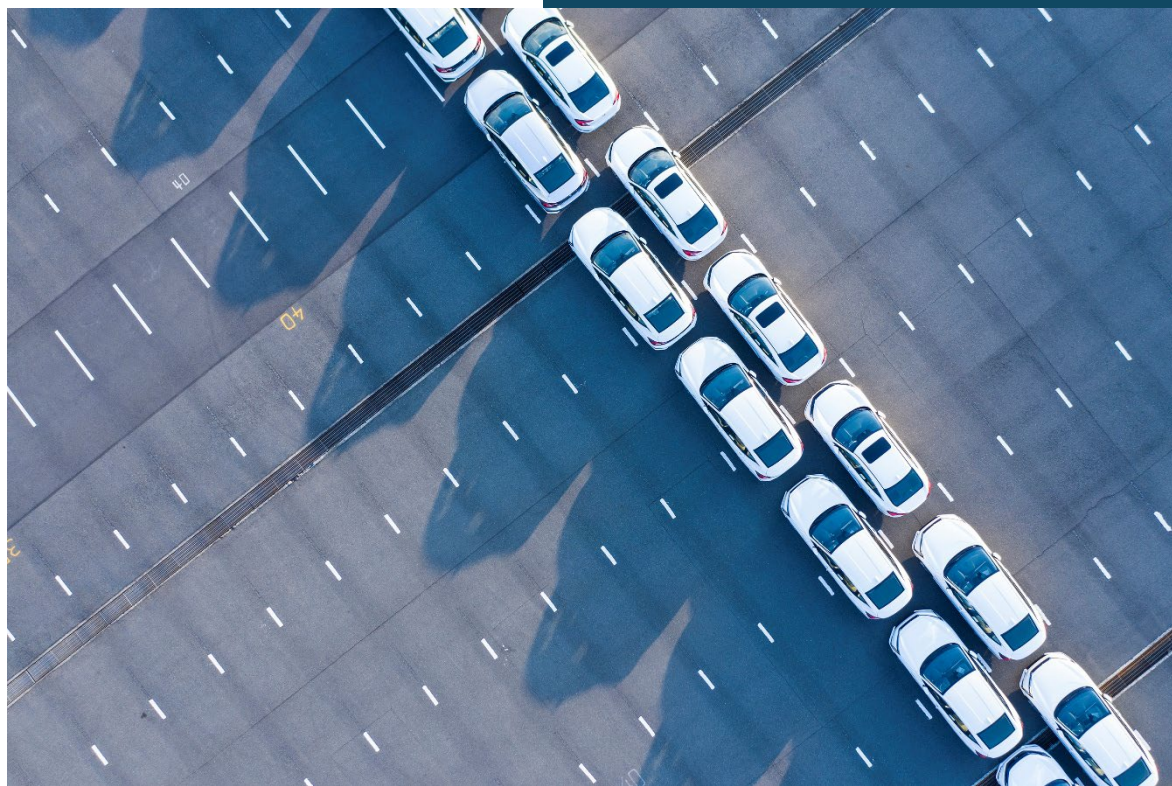


2025

Council Motor Vehicle Policy



About this Policy

This Policy document was developed by the Central NSW Joint Organisation (“**CNSWJO**”) as part of the Joint Organisation Net Zero Acceleration (“**JONZA**”) project and has been funded by the NSW Government.

In developing this Policy, existing Motor Vehicle Policies and Leaseback Policies drawn from the CNSWJO Member Councils have been reviewed with the aim of consolidating these documents into a single regional resource.

This Policy is designed as a template document that councils can customise to reflect their individual circumstances. We have included alternative clauses and approaches to provide councils with choices as to what is included in their policy, the alternative clauses are highlighted in red. For example, **may/will** provides alternatives as to whether an action will occur or may in some circumstances. There are also replacement clauses highlighted in red to assist in customising the Policy, where the clause highlighted in red can be replaced for the clause printed in black. For example, the following:

Learner Driver Licence holders are not permitted to drive Council Vehicles.

Learner Driver Licence holders are only permitted to drive Council Vehicles with the prior permission of the General Manager.

The Policy attempts to provide councils with sufficient flexibility to reflect their own needs while aiming to address the key issues in relation to Council-owned vehicle management.

The Policy also aims to integrate Electric Vehicles (“**EVs**”) as a core choice in relation to Council-owned vehicles. It aims to embed EVs in the Policy in order to “mainstream” their choice.

The content of the document has been informed through consultation with council staff involved in the adoption of EVs into council fleets. Consequently, it addresses key issues that have been identified as barriers to the inclusion of EVs and PHEVs (Plug-in Hybrid EVs) for council fleets.

CONTENTS

1. Introduction.....	4
2. Purpose.....	4
3. Scope.....	5
PART A: GENERAL PROVISIONS	5
4. Conditions of Use	5
5. Restrictions on Use.....	6
6. Vehicle Care	7
7. Maintenance	8
8. Breakdowns, Damages and Emergencies (Roadside Assistance).....	8
9. Accident Reporting	8
10. Fines and Infringements	9
11. Insurance.....	9
12. Use of Private Vehicles	10
13. Compliance and Breaches.....	10
14. Review and Updates.....	10
PART B: POOL VEHICLES	11
1. Introduction & Scope	11
2. Access to Pool Vehicles	11
3. Use of Pool Vehicles	11
4. Operation of Pool Vehicles	12
PART C: LEASEBACK VEHICLES	13
1. Introduction and Scope.....	13
2. Conditions and Restrictions on Use.....	13
3. Vehicle Care	16
4. Motor Vehicle Ownership and Turnover	16
5. Fuel.....	16
6. Fringe Benefits Tax.....	18
7. Insurance	18
8. Breach and Termination	18
PART D: TOOL OF TRADE VEHICLES AND COMMUTER VEHICLES.....	20
1. Introduction and Scope.....	20
2. Conditions and Restrictions on Use.....	20
3. Vehicle Care	21
4. Motor Vehicle Ownership and Turnover	21
5. Fuel.....	21

6. Termination	23
APPENDIX ONE: LEASEBACK VEHICLE AGREEMENT	24
APPENDIX TWO: TOOLS OF TRADE VEHICLE/COMMUTER VEHICLE AGREEMENT	26
APPENDIX THREE: DEFINITIONS.....	28

Council Motor Vehicle Policy

Guidelines for the Safe and Responsible Use of Council Vehicles

1. INTRODUCTION

This Motor Vehicle Policy outlines the responsibilities and obligations of those who use Council motor vehicles. The Policy aims to ensure the safety of Council employees and councillors, compliance with legal requirements, and the proper maintenance and use of Council-owned motor vehicles (“**Council Vehicles**”)

The Policy reflects Council’s commitment to maintaining its Council Vehicle fleet in an economically, socially and environmentally responsible manner.

The Policy also aims to facilitate the adoption of Electric Vehicles (“**EV**”) and Plug-in Hybrid EVs (“**PHEV**”) usage by Council staff and councillors by offering EVs and PHEVs as a motor vehicle option and providing policy guidance on their use.

This Policy is broken into the following Parts:

- Part A: General Provisions that cover all types of motor vehicle usage
- Part B: Pool Car Vehicles
- Part C: Leaseback Vehicles
- Part D: Tools of Trade Vehicles and Commuter Vehicles

2. PURPOSE

The purpose of this Policy is to:

- Provide clear and consistent guidelines for the safe, efficient and effective operation of Council Vehicles.
- Ensure that Council operates as efficiently and effectively as possible by providing access to motor vehicles through the following approved arrangements: Pool Vehicles, Leaseback Vehicles, Tools of Trade Vehicles and Commuter Vehicles
- Ensure the safety of motor vehicle users and the public.
- Protect Council assets by providing a clear regime for the care and maintenance of Council Vehicles.
- Meet Council’s obligations in relation to Work, Health and Safety.
- Comply with legal and regulatory requirements.
- Promote responsible and efficient use of Council Vehicles.
- Encourage the adoption and use of Electric Vehicles as an alternative to internal combustion engine vehicles.
- Assist Council to attract and retain skilled staff by offering leaseback vehicle arrangements.

3. SCOPE

- 3.1 This policy applies to all eligible Council staff, councillors and contractors (“**Users**”) who:
- a) use a Council Vehicle from the Council fleet of vehicles during the course of their work (“**Pool Vehicle**”);
 - b) are provided with a Council Vehicle for work and personal use under the terms of their employment contract (“**Leaseback Vehicle**”);
 - c) are provided with Council Vehicle, as a tool of trade, for the specific purpose of undertaking duties that pertain to their employment with Council and not as part of their employment contract (“**Tool of Trade Vehicle**”); and
 - d) are provided with a Council Vehicle for the specific purpose of travelling to and from work locations when the Employee’s role is either “on call” or services multiple council locations and work-related travel occurs with sufficient regularity that a dedicated Council Vehicle is warranted (“**Commuter Vehicle**”).
- 3.2 This Policy covers internal combustion engine (“**ICE**”) vehicles including self-charging hybrid (“**SCH**”) vehicles and Electric Vehicles (“**EVs**”) including plug-in hybrids (“**PHEV**”). It covers the use of vehicles during work hours, as well as outside of work hours if the vehicle is being used for work-related activities.
- 3.3 Council may, at its absolute discretion determine the makes and models of motor vehicles available for Users.
- 3.4 Where appropriate this Policy is informed and reflects the requirements of Clause 18 Motor Vehicle Arrangements of the *Local Government (State) Award 2023*.

PART A: GENERAL PROVISIONS

Applicable to all Council Vehicles

4. CONDITIONS OF USE

- 4.1 Access to, and use of, a Council Vehicle is at the complete discretion of the General Manager.
- 4.2 All Users driving a Council Vehicle must:
- a) hold an appropriate, current and valid Australian driver's license. Provisional Licence holders may only drive a Council Vehicle with the prior approval of the Fleet Manager or the General Manager. Learner Driver Licence holders are not permitted to drive Council Vehicles. **Leaner Driver Licence holders are only permitted to drive Council Vehicles with the prior permission of the General Manager.**

- b) upon request by the Fleet Manager or the General Manager, provide a copy of the User's driver's licence.
 - c) advise the Fleet Manager immediately if the User's driver's licence is suspended or cancelled for any reason.
 - d) operate the Council Vehicle in accordance with all traffic laws and regulations.
 - e) be responsible for the safe operation and maintenance of the vehicle.
 - f) report any accidents, violations, or vehicle issues immediately to the Fleet Manager or as soon as possible after the accident, violation or issue occurs.
 - g) only use the Council Vehicle for approved purposes.
 - h) not operate the Council Vehicle if affected or impaired by alcohol, drugs or any other substance.
 - i) not operate the Council Vehicle if affected by a condition that may impair driving ability.
 - j) always lock the Council Vehicle when unattended with equipment and devices stored out of sight.
- 4.2 Users accept that Council Vehicles may include a GPS location system, enabling Council to determine where the vehicle is, and to track its overall movements.
- 4.3 Safety features and devices such as seatbelts, GPS vehicle monitoring must not be bypassed or turned off.
- 4.4 No stickers or any other form of advertising material, excepting materials approved by Council may be affixed to the Council Vehicle.
- 4.5 Users are not permitted to smoke or vape in a Council Vehicle at any time. Eating in the vehicle must be kept to a minimum.
- 4.6 Users accept that Council Vehicles are acquired to primarily facilitate the delivery of Council services. Therefore, vehicles, including Leaseback Vehicles will be made available as a Pool Vehicle during normal business hours as per Part C, Clause 2.4 and Part D, Clause 2.2(c).

5. RESTRICTIONS ON USE

- 5.1 Council Vehicles may only be used for Council business, unless private use has been authorised. Vehicles must not be used in any way that would void Council's insurance coverage on the vehicle. For clarity this means that the vehicle must not be used:
- a) outside of NSW, except with the permission of the General Manager;
beyond a 1,000kms radius of Council's Main Administration Building except with the permission of the General Manager;

- b) for a commercial purpose including carrying passengers for payment;
- c) for secondary employment, unless prior approval is given by the General Manager;
- d) for any illegal purpose;
- e) for any race, car rally, time trial, contest, stunt or experiment or any similar activity;
- f) to carry more passengers than can be properly accommodated by the seat belt restraints provided in the vehicle;
- g) on beaches or through rivers, or floodwater; or
- h) for on-hire purposes.

5.2 The Council Vehicle must only be used on a properly formed and constructed sealed, metalled or gravel roads unless the vehicle is a 4-wheel drive. Where the Council Vehicle is a 4-wheel drive, the vehicle may be used on any properly formed track such as an access track or fire trail, it must not be used to create a track or trial.

5.3 Where the Council Vehicle is fitted with towing equipment the User must not overload the vehicle.

5.4 EVs and PHEVs must only be charged at approved charging stations or, where approved by Council, the User's residence.

5.5 The User **will/may** be liable to pay for any damage and/or recovery costs that are incurred as a result of the Council Vehicle being used in a manner that contravenes this clause.

5.6 Where negligence or inappropriate use occurs or is reasonably suspected, disciplinary action **may/will** be undertaken in accordance with Council's disciplinary procedures policies and Part A, Clause 13.

6. VEHICLE CARE

6.1 Users are responsible for ensuring that Council Vehicles:

- a) are always kept neat and tidy and presentable.
- b) are delivered up as required for scheduled maintenance and inspections.
- c) any damage sustained or repairs required are advised to Council's Fleet Manager promptly to allow restorative work to be undertaken.
- d) any issues or concerns with the vehicle are reported promptly to the Fleet Manager.
- e) are not driven if there is any concern about the state of the vehicle or its safety.

7. MAINTENANCE

- 7.1 Any breakdowns, faults, damages or other mechanical defects must be reported to Council's Fleet Manager immediately or as soon as practicable after the damage occurs or the User becomes aware of the damage.
- 7.2 Damage does not include normal wear and tear resulting from the normal use of the Council Vehicle.
- 7.3 Council's Fleet Manager is responsible for arranging for the servicing, maintenance and repair of the Council Vehicle. Users are not to arrange for any work to be undertaken on a Council Vehicle without first obtaining the permission of the Fleet Manager.

8. BREAKDOWNS, DAMAGES AND EMERGENCIES (ROADSIDE ASSISTANCE)

- 8.1 Any breakdowns, faults, damages or other mechanical defects must be reported to the Fleet Manager immediately, or as soon as practicable after the damage occurs, or the User becomes aware of the damage.
- 8.2 Damage does not include normal wear and tear that results from the use of the Council Vehicle.
- 8.3 Council will arrange for Roadside Assistance for all Council Vehicles. Roadside Assistance will include remote charging capability for EVs.
- 8.4 Council's Fleet Manager is responsible for arranging for all repairs to be undertaken on Council Vehicles, **including emergency repairs.**

9. ACCIDENT REPORTING

- 9.1 Users involved in a motor vehicle accident are required to adhere to the following procedure, unless physically unable to do so:
 - a) Contact relevant emergency services where required see:
https://www.police.nsw.gov.au/safety_and_prevention/crime_prevention/road_safety/crash_reporting_faqs
 - b) Exchange name, address and driver's licence numbers with the other party or parties at the scene of the accident. Where possible sight the other parties' driver's licence to confirm the details provided, or after asking permission, photograph the licence. No discussions whatsoever should be entered into as to the negligence of either party – **do not admit liability.**
 - c) Record the make and registration of the other vehicle/vehicles.
 - d) Record the date, time, location of the accident and the road conditions.
 - e) Note the damage to the other party's or parties' vehicle/s and if possible, take photos from various views.

- f) Report the accident immediately, or as soon as possible to the Fleet Manager.
- g) Where the Council Vehicle is unable to be driven and must be towed to the nearest repairer seek direction from the Fleet Manager as to the repairer that should be used.

10. FINES AND INFRINGEMENTS

- 10.1 Any fines or infringements incurred by the User while operating the Council Vehicle are the responsibility of the User. The User is directly responsible for the payment of the fine. Council will not pay fines and infringement notices, nor will they be paid for the User through the payroll system.
- 10.2 If the fine or infringement notice is unpaid and results in a notification to Council of impending cancellation of the registration of a Council Vehicle, the User will be responsible to pay all costs associated with the removal of the impost.
- 10.3 Failure of User to pay a fine or infringement notice may result in disciplinary action.

11. INSURANCE

- 11.1 The Council will effect comprehensive insurance coverage for all Council Vehicles.
- 11.2 In the event that an accident occurs, and the User is using the Council Vehicle in a manner that is inconsistent with this Policy, the User **will/may** be required to pay the excess required by Council's insurer. Where the excess is recovered by Council from the insurer or any other party, the excess paid by the User will be reimbursed by Council to the User.
- 11.3 Where the User is found to have breached the Conditions of Use contained in this Policy and as a consequence Council's insurer denies the insurance claim, the User **will/may, at Council's discretion**, be liable to Council for reimbursement of the cost of repair of the Council Vehicle (and any other vehicle for which Council is found to be liable for repair) and for any other damage suffered by Council as a result of the accident, not recoverable from Council's insurer by virtue of the User's breach of this Policy.
- 11.4 Where the Council's insurer denies the insurance claim, due to the negligence of the User, the User **will/may** be liable to Council for reimbursement of the cost of repair of the Council Vehicle (and any other vehicle for which Council is found to be liable for repair) and for any other damage suffered by Council as a result of the accident, not recoverable from Council's insurer by virtue of that finding of negligence.
- 11.5 Users who are involved in more than one "at fault" accident over a two-year period, may have their use of Council Vehicles suspended and may be required to attend driver education training, at the discretion of the General Manager.

12. USE OF PRIVATE VEHICLES

- 12.1 Private Vehicles may only be used for work when a Council Vehicle is not available. The use of a Private Vehicle must be pre-approved in writing by the Employee's manager after confirming that a Council Vehicle is not available.
- 12.2 Prior to approval for the use of a Private Vehicle, the Employee is required to demonstrate that the work commitment or appointment cannot be rescheduled to accommodate the use of a Council Vehicle.
- 12.2 Once approved, the Employee **will/may** be required to complete and submit a record/logbook of all use of the private vehicle with their weekly timesheet. Payment for use of a Private Vehicle will be as per Clause 18 (A) of the *Local Government (State) Award*.
- 12.3 The Employee remains totally responsible for all the costs relating to the operation of the Private Vehicle including repairs, servicing, maintenance, fuel, registration and insurance.
- 12.4 In some circumstances an Employee may choose to, and be given approval, to use their Private Vehicle when a Council Vehicle could be made available. Where this occurs, no allowance will be paid.

13. COMPLIANCE AND BREACHES

Users are expected to comply with all aspects of this Policy. Failure to do so by Council employees may result in loss of use of the Council Vehicle and/or disciplinary action. Where a councillor fails to comply with this Policy this may result in the suspension of use of the Council Vehicles for specified period of time to be determined by the General Manager in consultation with the Mayor.

14. REVIEW AND UPDATES

This Policy will be reviewed periodically and updated as necessary to ensure its effectiveness and compliance with legal requirements.

PART B: POOL VEHICLES

1. INTRODUCTION & SCOPE

- 1.1 A Pool Vehicle is a motor vehicle owned by the Council which staff and councillors and **other approved third parties** may use to carry out activities that are directly related to their Council work or function. Pool Vehicles may be ICE, SCH, EV or PHEV vehicles.

2. ACCESS TO POOL VEHICLES

- 2.1 The General Manager determines the persons who have access to Pool Vehicles.
- 2.2 The use of a Pool Vehicle may be costed and/or allocated to a specific Council line budget or department. Users of Pool Vehicles must record their usage in the manner prescribed by Council from time to time. Failure to properly record usage, may result in access to Pool Vehicles being suspended by the General Manager.
- 2.3 The vehicle allocated is at the discretion of the **Fleet Manager**. Users may request the use of an ICE, SCH, EV or PHEV vehicles, depending on availability.
- 2.4 Access to a Pool Vehicle is at the discretion of the General Manager and may be rescinded at any time by the General Manager.

3. USE OF POOL VEHICLES

- 3.1 Use of a Pool Vehicle is subject to Part A: Clause 4 of this Policy.
- 3.2 A Pool Vehicle is not to be used for a private purpose without the express permission of the General Manager, this includes Incidental Private Use of the vehicle. Incidental Private Use includes but is not limited to, dropping family members to appointments, events, school or daycare, shopping, attending personal appointments and other activities of a personal nature.
- 3.3 A User proposing to use a Pool Vehicle must lodge a booking for the Council Vehicle with Council's Fleet Manager.
- 3.4 The User must return the Council Vehicle to the Pool at the agreed date and time, so that others have access to it. Where, due to circumstances beyond the User's control, the Council Vehicle cannot be returned by the required time, the User must contact the Fleet Manager and advise same. The contact to be made as soon as the User becomes aware that the return of the Council Vehicle is likely to be delayed.
- 3.5 Prior to using the Council Vehicle the User must undertake a visual inspection of the vehicle including tyres to confirm that there are no obvious issues associated with its use. Where the User identifies any concerns or possible concerns the User must advise the Fleet Manager prior to using the Council Vehicle.

4. OPERATION OF POOL VEHICLES

4.1 FUEL:

a) **Internal Combustion Engines (“ICE”) and Self-Charging Hybrids (“SCH”)**

Pool Cars will normally be fuelled at Council’s Depot.

Pool Cars will normally be fuelled using Council issued fuel cards at approved fuel retailers.

Users of a Pool Vehicle will be allocated a fuel card at the discretion of the Fleet Manager for use at approved fuel retailers.

When fuelling Users are required to ensure that the odometer reading for each purchase is entered at the time of payment.

Lost fuel cards must be reported immediately to the Fleet Manager.

b) **Electric Vehicles (“EV”) and Plug-in Hybrids (“PHEV”)**

Pool Cars will be charged at the Council Depot and provided to the User fully charged. The Fleet Manager may allocate a RFID card to the User where it is determined that re-charging is likely to be required.

The EV or PHEV must only be charged at an approved re-charging location using the RFID Card provided by Council. The EV or PHEV must not be re-charged at the User’s residence, or any other non-approved location.

When re-charging Users are required to ensure that the odometer reading for each purchase is entered at the time of payment.

Lost RFID cards must be immediately reported to the Fleet Manager.

4.2 VEHICLE CARE

- a) Where the User retains the Pool Vehicle overnight, the vehicle must be secured and garaged, if garage space is available. If there is no garage space available, the User must park the Pool Vehicle, where possible, off-street and on private property.
- b) Where the User has use of the Pool Vehicle for 2 days or more, the User should regularly check:
 - i. *For ICE and SCH Vehicles:* fuel, oil, water, battery, tyres and lights; and
 - ii. *For EV and PHEV Vehicles:* battery charge state, tyres and lights
- c) The User must on the return of the Pool Vehicle ensure that it is left clean and that no personal effects or any other materials are left in the vehicle.
- d) The Fleet Manager is responsible for ensuring the Pool Vehicle is in a clean and tidy state at the time it is provided to the User.

PART C: LEASEBACK VEHICLES

1. INTRODUCTION AND SCOPE

- 1.1 Council may offer a Council Employee (“**the Employee**”) a Council Vehicle for private use on the condition that the Employee enter into a **Leaseback Agreement** with Council (“**the Leaseback Vehicle**”), whereby the Employee agrees to make a financial contribution towards the costs of the vehicle (“**the Leaseback Contribution**”), to be deducted directly from the Employee’s wage.
- 1.2 The Leaseback Vehicle may be an ICE, SCH, EV or PHEV vehicle. The type of vehicle to be determined through consultation between Council and the Employee including consideration of the most appropriate vehicle for the Employee’s position, work and private use.
- 1.3 Termination of the Leaseback Agreement is subject to the provisions contained in Clause 18(B)(ii) of the *NSW Local Government (State) Award 2023* (“**the Award**”).
- 1.4 The Leaseback Agreement will terminate on the resignation of the Employee at which point the provisions of the Termination Clause in the Leaseback Agreement will come into effect.
- 1.5 Variations to the Leaseback Agreement and/or the Leaseback Contribution will be as per Clause 18(B)(iii) of the Award.
- 1.6 Where Council provides the Employee with a zero or low emissions Leaseback Vehicle the Leaseback Contribution will reflect favourable FBT treatment where applicable as per Clause (B)(i) of the Award.
- 1.7 The Leaseback Contribution will be automatically deducted from the Employee’s salary on a fortnightly basis.

2. CONDITIONS AND RESTRICTIONS ON USE

- 2.1 The Leaseback Vehicle handover is conditional on:
 - a) The Employee executing the Leaseback Agreement (**Appendix One**).
 - b) The Employee executing a Payroll Deduction Authority for the payment of the Leaseback Fee.
 - c) The Employee attending an induction in relation to the Vehicle’s use and its particular features, the induction to be provided by the Fleet Manager or their delegate; and
 - d) The induction for an EV or PHEV will specifically address the vehicle’s range, approved charging locations and the use of the RFID re-charge card.
- 2.2 In addition to the Conditions of Use (Part A: Clause 4) and Restrictions on Use (Part A: Clause 5), the following conditions and restrictions apply:

- a) The Leaseback Vehicle will be available for the Employee's private use outside standard business hours and during any period of approved leave, including approved unpaid leave.

The Leaseback Vehicle will be available for the Employee's private use outside standard business hours and during any period of approved leave, except where the leave exceeds 5 weeks in any one period or a total of 10 weeks in any 12 month period. Where Leave exceeds the these limits the Leaseback Vehicle will be returned to the Council for use as a Pool Vehicle and the Leaseback Contribution will be suspended for the period that the Employee does not have use of the Vehicle.

Private use during approved leave is limited to a maximum of 8/6/4 weeks for each period unless otherwise authorised by the General Manager, or where the General Manager is the employee taking the leave, the Mayor.

- b) Private use of the Leaseback Vehicle is limited to use within NSW.

Private use of the Leaseback Vehicle is restricted to an area within a 1,000/2000 kilometre radius of Council's Main Administration Office, unless otherwise approved by the General Manager, or where the General Manager is the User, approved by the Mayor.

Private use of the Leaseback Vehicle is restricted to NSW/Eastern Seaboard of Australia/ unless otherwise approved by the General Manager, or where the General Manager is the User, approved by the Mayor.

- c) Where the Leaseback Vehicle is being used during a period of approved leave, it is the Employee's responsibility to meet the costs associated with fuel for the vehicle, or in the case of an EV or PHEV charging costs.

Where the Leaseback Vehicle is being used during a period of approved leave, Council will continue to meet the costs associated with fuel for the Leaseback Vehicle, or in the case of an EV or P HEV charging costs.

Where the Leaseback Vehicle is being used during a period of approved leave, Council will continue to meet the costs associated with fuel for the Leaseback Vehicle, or in the case of an EV or PHEV charging costs, providing travel is within 1,000 kilometres of the Council's Main Administration Building. Costs for fuel or EV and PHEV charging must be met personally by the Employee where travel is outside of the set limit.

2.3 Where the Employee wishes to make modifications or add accessories to the Leaseback Vehicle the following conditions apply:

- a) The modifications or additions must be approved by the General Manager;
- b) Modifications must comply with relevant Australian Standards, the NSW *Road Rules Act 2014* and the vehicle maker's specifications;

- c) The full cost must be met by the Employee unless the modification or additions are required for purposes directly associated with the Employee's Council work in which case Council will meet the full cost;
 - d) Modifications become part of the Council Vehicle and therefore the property of Council on termination of the Leaseback Agreement, unless otherwise agreed by the User and Council. Council does not undertake to provide any refund for the modifications undertaken; and
 - e) Modifications must be removed and the Leaseback Vehicle restored to its original condition on termination of the Leaseback Agreement, unless otherwise agreed by the User and Council. Where Council has paid for the modifications, Council will meet the cost of removal and restoration, where the Employee has met the cost of the modifications, the Employee must meet the cost of removal and restoration.
- 2.4 The Employee is to make the vehicle available as a Pool Vehicle during Business Days. Council agrees that the Employee's needs for the Leaseback Vehicle take precedence over the demands on the vehicle as a Pool Vehicle.
- 2.5 Persons permitted to drive the Leaseback Vehicle are:
- a) the Employee's Immediate Family (meaning spouse/partner, child), providing the Immediate Family member holds an unrestricted Australian driver's licence, **or a NSW Provisional Licence. When a Provisional Licence holder drives the Leaseback Vehicle, the Employee will be responsible for meeting the cost of any additional excess that may apply in relation to insurance coverage in the event of accident or damage to the Leaseback Vehicle;**
 - b) any other person authorised by the Employee, providing that person **is a Council employee and** holds an unrestricted Australian driver's licence and the Employee is present at the time; and
 - c) in an emergency circumstance any licensed driver authorised by the Employee may drive the Leaseback Vehicle.
- 2.6 Learner Driver Licence holders are not permitted to drive Council Vehicles. **Learner Driver Licence holders are only permitted to drive Council Vehicles with the prior permission of the General Manager. When a Learner Driver drives the Leaseback Vehicle, the Employee will be responsible for meeting the cost of any additional excess that may apply in relation to insurance coverage in the event of accident or damage to the Leaseback Vehicle.**
- 2.7 Personalised number plates can only be used on a Leaseback Vehicle with the prior written permission of the General Manager.
- 2.8 Where the Leaseback Vehicle is an EV or PHEV, the Employee is not permitted to use the EV's battery to supply electricity to any residence or for any purpose other than to power the Leaseback Vehicle.
- 2.9 The Fleet Manager may, at any time, request that the Leaseback Vehicle be presented for an inspection, to determine its maintenance and repair needs and ensure that the Employee is meeting their obligations in relation to Vehicle Care.

3. VEHICLE CARE

- 3.1 The Leaseback Vehicle must be secured and garaged, if garage space is available. If there is no garage space available, the Employee must park the vehicle off-street and on private property wherever possible.
- 3.2 The Employee should regularly check:
- a) *For ICE and SCH Vehicles:* fuel, oil, water, battery, tyres and lights; and
 - b) *For EV and PHEV Vehicles:* battery charge level, tyres and lights

Where any concerns are noted, these should be immediately reported to the Fleet Manager. The Leaseback Vehicle should not be used until such time as the concern is satisfactorily addressed.

4. MOTOR VEHICLE OWNERSHIP AND TURNOVER

- 4.1 At all times, the Leaseback Vehicle remains the property of Council. Council may at any time dispose of the Leaseback Vehicle. Where the vehicle is to be disposed of, the Employee will be provided with 30 days' notice of the disposal and will be provided with a **new/replacement** Leaseback Vehicle of the same standard as the replaced Leaseback Vehicle. Council will consult with the Employee on the replacement vehicle.
- 4.2 Where the Leaseback Vehicle is to be replaced, the Employee may negotiate with Council for a replacement Leaseback Vehicle that is different to the replaced Vehicle. For example, a smaller car or replacing ICE for EV. Approval of a different type of Leaseback Vehicle is at the discretion of Council.

5. FUEL

ICE AND SCH VEHICLES

- 5.1 ICE and SCH Leaseback Vehicles can be fuelled in the following ways:
- a) at Council's Depot; or
 - b) using a fuel card, provided to the Employee by the Fleet Manager.

When re-fuelling the Employee is required to ensure that they odometer reading for each purchase is entered at the time of payment.

The provision of fuel is restricted to within NSW unless approved by the General Manager.

Lost fuel cards must be immediately reported to Fleet Manager.

EV AND PHEV VEHICLES

- 5.2 EV and PHEV Leaseback Vehicles can be re-charged in the following ways:
- a) at Council's Depot or other council-owned location; or
 - b) at an approved re-charging station, using a RFID card provided to the Employee by the Fleet Manager; or

- c) using an approved re-charge facility that has been installed at the Employee's residence. Where the Employee is re-charging at home, the conditions contained in Clause 5.2.2 apply.

When re-fuelling or re-charging the Employee is required to ensure that they record the odometer reading for each purchase is entered at the time of payment.

5.2.1 EV and PHEV Charging at Council

To ensure equitable access to Council-owned charging infrastructure at Council's Depot or other non-public, Council-owned charging locations, Employees will adhere to the following hierarchy for charging:

1. Pool Vehicles
2. Leaseback Vehicles that are part of the Pool
3. Tools of Trade Vehicles/Commuter Vehicles
4. Leaseback Vehicles that are not part of the Pool

The Fleet Manager will have complete discretion in relation to the order by which EVs and PHEVs are charged at the Council-owned charging locations.

5.2.2 EV and PHEV Charging at Employee's Residence

The Employee may choose but is not required to install EV charging infrastructure at the Employee's residence. Where the Employee elects to install EV Charging Infrastructure at home:

- a. The Employee is responsible for ensuring that the residence has the electricity capacity to carry the wattage required for re-charging.
- b. Where the residence is rented, the Employee is responsible for obtaining the landlord's permission for installing the Charging Infrastructure.
- c. Council may, at its absolute discretion, meet the cost or part of the cost of installing the Charging Infrastructure, where Council meets the cost of the Charging Infrastructure, the infrastructure is to be returned to Council at the termination of the Lease Agreement for the EV or PHEV. The cost of the Charging Infrastructure may be factored into the Leaseback Contribution.
Council will engage and meet the cost of a contractor approved by Council to install Charging Infrastructure at the Employee's residence and will meet the cost of same. The infrastructure will be returned to Council at the termination of the Lease Agreement for the EV or PHEV.
- d. Council may, at its absolute discretion, conduct an audit of the Charging Infrastructure to ensure it meets manufacturer specifications required for the Leaseback Vehicle. Where the infrastructure does not meet required standards, the Employee is not permitted to charge the EV or PHEV at the Employee's residence until such time as the infrastructure meets the required specifications.

- e. It is the Employee's responsibility to ensure that the Employee's home insurance coverage notes the use of EV Charging Infrastructure at the residence.
- f. Council may request that the Employee provide the Council with a copy of the Employee's residential insurance, to ensure that the EV Charging Infrastructure is noted on the policy.
- g. Where EV charging is performed at home, the Council may at its absolute discretion adjust the Leaseback Contribution to provide nominal compensation to the Employee for the use of the Employee's residential electricity.

6. FRINGE BENEFITS TAX

- 6.1 Council reserves the right to minimise Fringe Benefit Tax ("**FBT**") wherever possible. The Employee and the Employee's Immediate Family who drive the Leaseback Vehicle for private use will assist Council by:
- a) Completing a logbook as required; and
 - b) Ensuring that all days that the Leaseback Vehicle is unavailable for private use are communicated to the Fleet Manager.

7. INSURANCE

- 7.1 The Council will effect comprehensive insurance coverage for the Leaseback Vehicle.
- 7.2 In the event that an accident occurs, and the Employee, or the Employee's Immediate Family member who was driving the vehicle, is deemed to be at fault the Employee will be responsible for paying any excess required by Council's insurer.
- 7.3 Where the Leaseback Vehicle was being drive for private use and a claim is denied by Council's insurer due to the negligence of the Employee or the Employee's Immediate Family member, the Employee **may/will** be personally liable for the cost of repairs to the vehicle, and any other claims for repairs relating to the incident.
- 7.4 The Employee agrees that that Council may withhold any lump sum payment due to the Employee towards the costs incurred as per Clause 7.3. The use of the lump sum payment does not extinguish Council's rights to claim any outstanding cost in relation to the repairs.

8. BREACH AND TERMINATION

- 8.1 A serious breach of the Leaseback Agreement may result in the written termination of the Lease Agreement without notice. This may include but is not limited to:
- a) if the Employee is terminated;

- b) if the Employee is demoted, for the period of the demotion, where this occurs the Employee will be given 2 weeks' notice of same;
- c) if the Employee loses their driver's licence;
- d) if there is proven negligence and inappropriate use of the Leaseback Vehicle;
- e) any fees or unpaid costs from the lease, fines, repairs or insurance claims that are in arrears of greater than 3 months;
- f) failure to provide kilometres for private/business use or complete a logbook when requested;
- g) failure to identify within 6 months of a sufficient change of usage that may impact the quantum of the Leaseback Contribution; or
- h) where the Employee fails to pay infringement fines within required time limits.

8.2 On termination of the Leaseback Agreement, the Employee will at a time and date agreed between the General Manager and the Fleet Manager:

- a) Return the Leaseback Vehicle in good order, clean and with all personal effects removed from the vehicle;
- b) Handover the keys, including spare keys;
- c) Handover the fuel card or RFID Card associated with the vehicle; and
- d) Record the date and odometer reading for the vehicle.

PART D: TOOL OF TRADE VEHICLES AND COMMUTER VEHICLES

1. INTRODUCTION AND SCOPE

- 1.1 Council may offer a Council Employee (“**the Employee**”) a Council Vehicle as a tool of trade, for the specific purpose of undertaking duties that pertain to their employment with Council and not as part of their employment contract (“**Tool of Trade Vehicle**”).
- 1.2 Council may offer the Employee a Council Vehicle for the specific purpose of travelling to and from work locations when the Employee’s role is either on call or services multiple council locations and the requirements for work related travel occur with sufficient regularity that a dedicated Council Vehicle is required (“**Commuter Vehicle**”).
- 1.3 The Tool of Trade (“**ToT**”) Vehicles and Commuter Vehicles may be an ICE, SCH, EV or PHEV vehicle. The type of vehicle to be determined through consultation between Council and the Employee including consideration of the most appropriate vehicle for the Employee’s purposes.
- 1.3 The Employee is required to enter a Tools of Trade/Commuter Vehicle Agreement for the use of the Council Vehicle.

2. CONDITIONS AND RESTRICTIONS ON USE

- 2.1 The TOT/Commuter Vehicle handover is conditional on:
 - a) The Employee executing the Tools of Trade/Commuter Agreement (**Appendix Two**).
 - b) An induction in relation to the vehicle’s use and its particular features will be provided by the Fleet Manager or their delegate.
 - c) The induction for an EV and PHEV vehicle will specifically address the Vehicle’s range, approved charging locations and the use of the RFID re-charge card.
- 2.2 In addition to the Conditions of Use (Part A: Clause 4) and Restrictions on Use (Part A: Clause 5), the following conditions and restrictions apply:
 - a) The ToT Vehicle/Commuter Vehicle is provided to undertake Council business only; the Employee is not permitted to use the vehicle for private purposes.
The ToT Vehicle/Commuter Vehicle is provided to undertake Council business; the Employee is not permitted to use the vehicle for private use excepting Incidental Private Use. Incidental Private Use includes travel that is incidental to travel in the course of employment duties and non-work-related use that is minor, infrequent and irregular (such as occasional use of the vehicle to remove domestic rubbish).
 - b) The Employee may not make modifications to the ToT Vehicle/Commuter Vehicle, modifications may only be made at the direction of the Fleet Manager.

- c) If the Employee does not require the vehicle for their own work, the Employee is to make the ToT Vehicle/Commuter Vehicle available as a Pool Vehicle during Business Days,
- d) The only person permitted to drive the ToT Vehicle/Commuter Vehicle is the Employee or another Council employee under the direction of the Employee.
- e) Where the ToT Vehicle/Commuter Vehicle is an EV or PHEV, the Employee is not permitted to use the Vehicle's battery to supply electricity to the residence or for any purpose other than to power the motor vehicle.
- f) The Fleet Manager may, at any time, request that the ToT Vehicle/Commuter Vehicle be presented for an inspection, to determine its maintenance and repair needs and ensure that the Employee is meeting their obligations in relation to Vehicle Care.

3. VEHICLE CARE

3.1 Where the Employee is permitted to take the ToT Vehicle/Commuter Vehicle home, it must be secured and garaged, if garage space is available. If there is no garage space available, the Employee must park the vehicle off-street on private property wherever possible.

3.2 The Employee should regularly check:

- a) *For ICE and SCH Vehicles:* fuel, oil, water, battery, tyres and lights; and
- b) *For EV and PHEV Vehicles:* battery charge level, tyres and lights

Where any concerns are noted, these should be immediately reported to the Fleet Manager. The ToT/Commuter Vehicle should not be used until such time as the concern is satisfactorily addressed.

4. MOTOR VEHICLE OWNERSHIP AND TURNOVER

4.1 The ToT Motor Vehicle/Commuter Vehicle remains at all times the property of Council. Council may at any time dispose of the vehicle. Where the vehicle is to be disposed Council will provide the Employee with one month's notice of the disposal. Council will consult with the Employee on the replacement vehicle.

4.2 Where the ToT Vehicle/Commuter Vehicle is to be replaced consideration can be given to the replacement vehicle being an ICE or SCH vehicle or an EV or POH, regardless of whether what the previous vehicle was.

5. FUEL

ICE AND SCH VEHICLES

5.1 ToT Vehicle/Commuter Vehicles can be fuelled in the following ways:

- c) at Council's Depot; or
- d) using a fuel card, provided to the Employee by the Fleet Manager at approved Council fuel outlets.

EV OR PHEV VEHICLES

5.2 EV and PHEV ToT Vehicles/Commuter Vehicles can be re-charged in the following ways:

- a) at Council's Depot or other council-owned location; or
- b) using a RFID card provided to the Employee by the Fleet Manager.

The Employee may not recharge the vehicle at the Employee's residence.

The Employee may recharge the vehicle at the Employee's residence with Council's prior permission, using an approved re-charge facility that has been installed at the Employee's residence. Where the Employee is re-charging at home, the conditions contained in Clause 5.2.2 apply.

When re-fuelling or re-charging the Employee is required to ensure that the odometer reading for each purchase is entered at the time of payment.

5.2.1 EV or PHEV Charging at Council

To ensure equitable access to Council-owned charging infrastructure at Council's Depot or other non-public, Council-owned charging locations, Employees must adhere to the following charging hierarchy:

1. Pool Vehicles
2. Leaseback Vehicles that are part of the Pool
3. Tools of Trade Vehicles/Commuter Vehicles
4. Leaseback Vehicles that are not part of the Pool

The Fleet Manager will have complete discretion in relation to the order by which EVs are charged at the Council's Depot.

5.2.2 EV or PHEV Charging at Employee's Residence

- a) The Employee is not permitted to re-charge the vehicle at the Employee's residence without the express written permission of the General Manager.
- b) Where the Employee has permission to recharge at home the following applies:
 - i. The Employee is responsible for ensuring that the residence has the electricity capacity to carry the wattage required for re-charging.
 - ii. Where the residence is rented the Employee is responsible for obtaining the landlord's permission for installing the Charging Infrastructure.
 - iii. Council may, at its absolute discretion, meet the cost or part of the cost of installing the Charging Infrastructure, where Council meets the cost of the Charging Infrastructure, the infrastructure is to be returned to Council at the termination of the Lease Agreement for the EV or PHEV.

Council will engage and meet the cost of a contractor approved by Council to install Charging Infrastructure at the Employee's residence and will meet the

cost of same. The infrastructure will be returned to Council at the termination of the Tools of Trade/Commuter Agreement.

- iv. Council may, at its absolute discretion, conduct an audit of the Charging Infrastructure to ensure it meets manufacturer specifications required for the TOT/Commuter Vehicle. Where the infrastructure does not meet required standards, the Employee is not permitted to charge the EV or PHEV at the residence.
- v. It is the Employee's responsibility to ensure that the Employee's residential insurance coverage notes the use of EV Charging Infrastructure at the residence.
- vi. Council may request that the Employee provide the Council with a copy of the Employee's residential insurance, to ensure that the EV Charging Infrastructure is noted on the policy.
- vii. Where EV charging is performed at home, the Council may at its absolute discretion provide nominal compensation to the Employee for the use of the Employee's residential electricity.

6. TERMINATION

- 6.1 On termination of the ToT Vehicle/Commuter Vehicle Agreement, the Employee will at a time and date agreed between the General Manager and the Fleet Manager:
- a) Return the ToT Vehicle/Commuter Vehicle in good order, clean and with all personal effects removed from the vehicle;
 - b) Handover the keys, including spare keys;
 - c) Handover the fuel card or RFID Card associated with the vehicle; and
 - d) Record the date and odometer reading for the vehicle.

APPENDIX ONE: LEASEBACK VEHICLE AGREEMENT

BETWEEN _____ Council (“Council”)

AND _____ (“the Employee”)

RECITALS

- A. Council has offered the Employee a Leaseback Vehicle on a Leaseback arrangement.
- B. The Employee has accepted the offer.
- C. This Leaseback Agreement sets out the terms and conditions of the Leaseback arrangement.

1. OPERATIONAL PROVISIONS

- 1.1 Council will supply the Employee with the Council Vehicle described below:

<i>Make</i>	<i>Description</i>

- 1.2 The Leaseback Vehicle **is provided to the Employee as a Condition of Employment/is not provided to the Employee as a Condition** of the Employee’s employment.
- 1.3 The Employee may use the Council Vehicle for official and Private Purposes.
- 1.4 At all times the Council Vehicle remains the property of Council. Council has the complete discretion to effect a changeover of the Leaseback Vehicle at a time that best meets Council’s asset management strategy and business requirements.
- 1.5 The use of the Council Vehicle is subject to the conditions of use contained in Council’s Motor Vehicle Policy (“**the Policy**”), a breach of which could result in the suspension or termination of this Agreement.
- 1.6 The Employee has read and understand the conditions and responsibilities contained in the Policy and understands that a breach of the Policy a breach of which could result in the suspension or termination of this Agreement.
- 1.7 The Employee agrees to provide the Leaseback Vehicle for inspection whenever requested to do so by Council’s Fleet Manager.

- 1.8 The Employee agrees to pay the Leaseback Contribution detailed below:

<i>Amount</i>	<i>Leaseback Contribution</i>

The Employee agrees to authorise the deduction the Leaseback Contribution from the Employee's wages on a fortnightly basis, or such other basis as agreed between the Council and the Employee.

Council will automatically increase the Leaseback Contribution **by the CPI at the commencement of a new Financial Year/on the Anniversary Date of the commencement of this Agreement.**

1.9 Termination – Provisions for terminations are as per the *Local Government (State) Award*:

1.9.1 *Condition of employment* – where the Employee is provided with a Leaseback vehicle as a condition of employment, the arrangement may only be terminated by mutual agreement.

1.9.2 *Not a Condition of Employment* – where Employee is not entitled to a leaseback vehicle as a condition of employment, Council shall give a minimum of six (6) months written notice of termination of the arrangement.

Notwithstanding the above, where the leaseback vehicle agreement was entered into prior to 1 November 2010, Council shall give a minimum of 12 months' notice to terminate the agreement.

1.9.3 *Other* - Council may terminate or suspend access to the Leaseback Vehicle immediately on termination of employment, loss of licence, serious breach of the Leaseback Vehicle agreement or if the Employee accepts a new position with Council that does not include access to a Leaseback Vehicle. Council may also terminate or suspend a Leaseback Vehicle arrangement where the Employee is demoted, for the period of demotion, provided that at least two weeks' notice is given.

2. EXECUTION

Executed by the General Manager on behalf of _____ Council

Name

Date

Executed by the _____ (Employee)

Name

Date

APPENDIX TWO: TOOLS OF TRADE VEHICLE/COMMUTER VEHICLE AGREEMENT

BETWEEN _____ Council (“Council”)

AND _____ (“the Employee”)

RECITALS

- A. Council has identified that the Employee’s duties with Council can be carried out more efficiently and effectively if the Employee has regular access to a Council Vehicle.
- B. Council has made available to the Employee a Council Vehicle for the purpose of the Employee carrying out the Employee’s duties for Council.
- C. This Agreement sets out the terms and conditions of associated with access to the Council Vehicle.

3. OPERATIONAL PROVISIONS

- 3.1 Council will supply the Employee with the Council Vehicle described below:

<i>Make</i>	<i>Description</i>

- 3.2 The Vehicle is not provided to the Employee as a Condition of the Employee’s employment.
- 3.3 The Employee may use the Council Vehicle for work related activities only.
The Employee may use the Council Vehicle for work related activities and for Incidental Private Use. Incidental Private Use includes travel that is incidental to travel in the course of employment duties and non-work-related use that is minor, infrequent and irregular (such as occasional use of the vehicle to remove domestic rubbish).
- 3.4 At all times the Council Vehicle remains the property of Council. Council has the complete discretion to effect a changeover of the Council Vehicle at a time that best meets Council’s asset management strategy and business requirements.
- 3.5 The use of the Council Vehicle is subject to the conditions of use contained in Council’s Motor Vehicle Policy (“**the Policy**”), a breach of which could result in the suspension or termination of this Agreement.
- 3.6 The Employee has read and understand the conditions and responsibilities contained in the Policy and understands that a breach of the Policy a breach of which could result in the suspension or termination of this Agreement.

- 3.7 The Employee agrees to provide the Council Vehicle for inspection whenever requested to do so by Council's Fleet Manager.
- 3.8 The Employee is not required to pay a Contribution to the Vehicle.

The Employee agrees to pay the following Contribution for Vehicle:

<i>Amount</i>	<i>Contribution</i>

The Employee agrees to authorise the deduction the Contribution from the Employee's wages on a fortnightly basis, or such other basis as agreed between the Council and the Employee.

Council will automatically increase the Contribution by the CPI at the commencement of a new Financial Year

Council will automatically increase the Contribution by CPI on the Anniversary Date of the commencement of this Agreement.

- 3.9 **Termination** – Provisions for terminations are as per the *Local Government (State) Award*:

3.9.1 Council shall give a minimum of six (6) months written notice of termination of the arrangement.

3.9.2 *Other* - Council may terminate or suspend access to the Vehicle immediately on termination of employment, loss of licence, serious breach of the Vehicle agreement or if the Employee accepts a new position with Council that does not include access to a Vehicle. Council may also terminate or suspend a Vehicle arrangement where the Employee is demoted, for the period of demotion, provided that at least two weeks' notice is given.

4. EXECUTION

Executed by the General Manager on behalf of _____ Council

Name

Date

Executed by the _____ (Employee)

Name

Date

APPENDIX THREE: DEFINITIONS

<i>Commuter Vehicle</i>	means a Council Vehicle provided to an Employee for the specific purpose of travelling to and from work locations when the Employee's role is either on call or services multiple council locations and the requirements for work related travel occur with sufficient regularity that a dedicated Council Vehicle is required.
<i>Council Vehicle</i>	means a motor vehicle owned by Council.
<i>Employee</i>	means a person employed on a full-time, part-time or casual basis by Council and covered by the <i>Local Government (State) Award</i> .
<i>EV</i>	means Electric Vehicle. It is a vehicle that uses one or more electric motors for propulsion. These motors are powered by electricity, which is stored in a battery or other energy storage device within the vehicle.
<i>Charging Infrastructure</i>	means all devices and equipment installed to facilitate the charging of an EV or PHEV.
<i>ICE</i>	means Internal Combustion Engine. The vehicle is powered by a petrol engine.
<i>Immediate Family</i>	Means the spouse/partner of an Employee and the Employee's children.
<i>Incidental Private Use</i>	means • travel that is incidental to travel in the course of employment duties • non-work-related use that is minor, infrequent and irregular (such as occasional use of the vehicle to remove domestic rubbish).
<i>Leaseback Vehicle</i>	means a Council Vehicle that has been provided to an Employee under a Leaseback Agreement.
<i>PHEV</i>	means a Plug-in Hybrid Electric Vehicle. It combines the features of a traditional hybrid with the ability to charge its battery from an external power source, like a wall outlet. When the battery is depleted or more power is needed, the vehicle seamlessly switches to hybrid mode, utilising both the electric motor and the petrol engine
<i>Pool Vehicles</i>	means a Council Vehicle that is available for use to Employees and councillors for the sole purpose of Council business.
<i>Private Vehicles</i>	means motor vehicle that is not owned by Council.
<i>RFID Card</i>	means Radio Frequency Identification Card that is used for the purpose of charging EVs and PHEVs.

<i>SCH</i>	Means Self-charging Hybrid vehicle. It combines a traditional petrol engine with an electric motor and battery. The battery is charged through regenerative braking (capturing energy when slowing down) and by the petrol engine.
<i>Tool of Trade Vehicle</i>	means a Council Vehicle provided to an Employee for the specific purpose of undertaking duties that pertain to their employment with Council and not as part of their employment contract.
<i>User</i>	means Council employees, councillors and contractors who use a Council Vehicle.