

## Damage to Employer Partner Motor Vehicles

### 1 GROUP TRAINING ORGANISATION (GTO) NATIONAL STANDARDS

WPC Group is a GTO, committed to meeting the following national compliance standard/s:

Standard 1 – Recruitment, Employment and Induction

- 1.1: Before apprentices/trainees enter into an Employment Contract, the GTO informs them about their employment conditions, the host employer arrangement, the training, support services to be provided and the rights and obligations of the parties.
- 1.2: The GTO inducts apprentices and trainees to the apprenticeship/traineeship system, including their responsibilities under the National Training Contract, to the host employer, the GTO, the RTO and school (if school based).
- 1.3: The GTO provides clear and accurate advice to host employers to obtain their agreement, by means of a host employer agreement, to their role and responsibilities in training and supporting the apprentice or trainee while in their workplace, and in working cooperatively with the GTO and RTO.

Standard 3 – GTO Governance and Administration

- 3.1: The GTO complies with Commonwealth, State and Territory legislative and regulatory requirements and policies as they relate to the employment and training of apprentices and trainees in each State and Territory in which they operate.

### 2 DAMAGE TO EMPLOYER PARTNER MOTOR VEHICLES POLICY

As part of their work duties, apprentices and trainees may be required to drive motor vehicles owned by Employer Partners or Employer Partner's customers.

Apprentices or trainees may be involved in an accident or incident at an whilst driving a motor vehicle owned by Employer Partners or Employer Partner's customers, causing damage to the motor vehicle or another motor vehicle.

### 3 PURPOSE

To provide clear and transparent information upfront and on-going to all parties; the apprentice/trainee, Employer Partner and WPC Group about their obligations and responsibilities in the event of an accident with a motor vehicle involving an apprentice/trainee.

To provide a consistent approach and professional process in each operating State to reduce the risk of unsatisfied Employer Partners and/or apprentices/trainees.

To increase awareness, inform and remind all parties of their responsibilities in relation to liability for automotive workplace accidents involving damage to motor vehicles.

## 4 SCOPE

This policy applies to all WPC Group apprentices, trainees and Employer Partners.

Examples of automotive accidents/incidents involving WPC Group apprentices/trainees are:

- Damage to a motor vehicle when moving within a workshop
- A road accident during a test drive
- A road accident whilst driving an Employer Partner motor vehicle for work purposes

This policy addresses:

- Communication and documentation
- Apprentices/trainees driving Employer Partner motor vehicles
- Workplace conditions
- What to do in the event of motor vehicle damage caused by an apprentice/trainee
- Payment of the excess
- Workplace safety

This policy applies to the following legislation:

- Crimes and Amendment (Bullying) Act
- Fair Work Act
- Occupational Health & Safety Act

## 5 KEY RESPONSIBILITIES

### General Manager

- Assist with investigations relating to Employer Partner motor vehicle damage
- Seek expert help for complex or serious matters

### State Managers

- Treat all accident/incidents seriously and sensitively and attend to them promptly

### Industry Consultants

- Support and protect apprentices and trainees in the workplace
- Conduct Employer Partner and apprentice/trainee orientations, providing and explaining this policy
- Obtain signed Damage to Employer Partner Motor Vehicles Declaration form on commencement by Employer Partners and apprentice/trainees
- Monitor apprentice and trainee work environments and act where there is any potential risk of property damage

## 6 POLICY

Apprentices and trainees must treat all property at the Employer Partner workplace with care and respect at all times.

The Employer Partner must immediately inform WPC Group of an accident or injury in the workplace involving an apprentice/trainee. Refer to the Occupational Health and Safety – Apprentices and Trainees Policy for full details.

### **Communication and Documentation**

Apprentices and trainees who engage with WPC Group will be informed of their obligations and responsibilities regarding liability for workplace accidents involving Employer Partner motor vehicles during the interview stage and at orientation.

Employer Partners who are interested in hosting an apprentice or trainee with WPC Group will be informed of their obligations and responsibilities regarding liability for motor vehicle accidents involving apprentices/trainees prior to the sign up and at orientation.

This policy will be discussed and a copy made available to Employer Partners and apprentices/trainees during WPC Group orientation sessions. At this point, a Damage to Employer Partner Motor Vehicles Declaration form will be signed to demonstrate understanding of the policy and all parties' responsibilities.

The Damage to Employer Partner Motor Vehicles Declaration form needs to be signed by the Employer Partner and apprentice/trainee prior to the apprentice/trainee commencing in the workplace.

Employer Partners have a responsibility to induct WPC Group apprentice/trainee and ensure they are familiar with their workplace policies and procedures. Copies of policies must be provided and be accessible to apprentices and trainees at all times.

WPC Group will clarify upfront with each Employer Partner their policy relating to the excess insurance cost on motor vehicles if damaged or in an accident. If possible, a copy to be attained.

### **Apprentices/Trainees Driving Employer Partner Motor Vehicles**

Driving of an Employer Partner motor vehicle can only be undertaken by apprentices and trainees with a current and valid driver's licence and with the authorisation of an Employer Partner supervisor.

Apprentices and trainees driving motor vehicles are subject to the road laws applicable in the relevant state.

Apprentices and trainees must provide a copy of their driver's licence to the Employer Partner prior to driving a motor vehicle.

Driving within a workshop e.g. from Bay A to C can be undertaken by an apprentice/trainee under 18 years old and unsupervised with the authorisation of an Employer Partner supervisor.

In the case where the apprentice/trainee does not feel comfortable, feels unsafe or feels the car is not suitable for their experience level, the apprentice/trainee must discuss the matter with their supervisor.

At no time should the apprentice/trainee feel pressured or uncomfortable and will not be discriminated against or suffer any consequences where they refuse to drive an Employer Partner motor vehicle.

Refer to the Employee Assistance Program (EAP) Policy for full details.

### **Workplace Conditions**

Apprentices and trainees must adhere to their Employer Partner policies and procedures at all times.

The apprentice/trainee is covered under the Employer Partner insurance policies while working on their premises.

For the purpose of any applicable State and Federal Occupational Health and Safety legislation, the Employer Partner shall be deemed to be the 'Employer' of the apprentice/trainee and the apprentice/trainee deemed to be an 'Employee' of the Employer Partner.

### **In the Event of Motor Vehicle Damage Caused By an Apprentice/Trainee**

In the event of an apprentice/trainee caused accident or incident causing damage involving a motor vehicle, steps within the Counselling and Disciplining – Apprentices and Trainees Policy will be followed.

The Employer Partner will maintain public liability insurance to an amount of \$10,000,000 against any loss, damage or injury to any third party caused by any apprentice/trainee during the term of the placement of the apprentice/trainee.

WPC Group is not liable for any loss or damage to property or person caused from or arising out of any act (including theft), omission, statement or representation of any apprentice/trainee placed with the Employer Partner, whether negligent or otherwise, including any loss or damage to property or person arising out of or as a result of the use of a motor vehicle or other mode of transport. Refer to Clause 11 of the General Terms and Conditions in the Application to Host Apprentice and for Credit Account for full details.

### **Payment of the Excess**

If the related Employer Partner policy requires the negligible person to pay the excess of a workplace accident, WPC Group apprentice/trainee will be subject to those employment conditions.

If the apprentice/trainee is required to pay the excess and requests a deduction from their salary, authorised deductions may only be made from an apprentice/trainee wage/salary if:

- The deduction is authorised in writing by the apprentice/trainee
- The deduction is principally for the employee's benefit

Where an apprentice/trainee salary deduction is authorised, WPC Group will forward the funds to the Employer Partner to pay the cost of the excess.

### Workplace Safety

The Employer Partner must maintain a safe work environment and provide constant supervision to apprentices and trainees, as required.

The Employer Partner cannot provide work to apprentices and trainees that is unsafe or unsuitable.

The workplace environment should be free of bullying and discrimination and provide a positive work culture for apprentices and trainees to grow and prosper.

The Employer Partner must ensure apprentices and trainees wears the appropriate personal protective equipment, as necessary.

## 7 RECORDS

Related Documents/Forms/Policies	Storage
Application to Host Apprentice and for Credit Account	SharePoint
Code of Conduct – Apprentices and Trainees Policy	SharePoint
Company Risk Management Policy	SharePoint
Counselling and Disciplining – Apprentices and Trainees Policy	SharePoint
Damage to Employer Partner Motor Vehicles Declaration form	SharePoint
Employee Assistance Program (EAP) Policy	SharePoint
Occupational Health and Safety – Apprentices and Trainees Policy	SharePoint
Orientation – Apprentices and Trainees Policy	SharePoint
Salary Deduction – Motor Vehicle Excess form	SharePoint

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