



**SHIRE OF GNOWANGERUP**

# **POLICY MANUAL 2020**



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## INTRODUCTION

Policies are documents designed to provide guidance to staff and Elected Members on what is to be considered when dealing with certain matters. They form the discretionary part of a local government's decision making, specifically the component that allows Council to make policy level decisions. Implementation of these policies and day-to-day operations are carried out by staff. Policies may be amended (i.e. modified) or revoked (i.e. deleted or replaced) according to specific circumstances. This power is conveyed to Council in section 2.7(2)(b) of the *Local Government Act 1995*.

Policies approved by the Council are either strategic or operational in nature, and sometimes provide further guidance in relation to meeting legislative requirements.

In support of policies, delegations are often approved by the Council providing the 'authority' for the CEO, or other designated persons, to perform functions or duties on behalf of the local government. The delegation gives the authority for the CEO to perform a particular function or duty on behalf of the Council, subject to certain conditions, and the policy may provide guidance to the CEO on how that function should be performed.

The final layer that sits under a policy are 'Management Practices' or 'Procedures' that provide detailed instructions on the processes to be followed by staff when implementing a policy of Council. These 'instructions' or procedures are prepared and instituted across the organisation by the CEO and the Executive Management Team to provide clear guidance to staff at the operational level; they are not approved by Council as they deal with the day to day management of the organisation and do not form part of the Policy Manual. Rather, they reside in a separate manual that is provided to staff to assist them with the performance of their day to day tasks.

# 1. CORPORATE & COMMUNITY DEVELOPMENT

## 1.1 ABORIGINAL ENGAGEMENT POLICY

<b>Policy Type:</b>	Corporate & Community Development	<b>Policy No:</b>	1.1
<b>Date Adopted:</b>	14 February 2018	<b>Date Last Reviewed:</b>	31 May 2019
<b>Legal (Parent):</b> 1. Nil		<b>Legal (Subsidiary):</b> 1. Nil	
<b>Delegation of Authority Applicable</b>	No	<b>Staff Procedure Applicable</b>	No
<b>Delegation Number</b>	N/A	<b>Staff Procedure Number</b>	N/A
<b>ADOPTED POLICY</b>			
<b>Title:</b>	ABORIGINAL ENGAGEMENT POLICY		
<b>Objective:</b>	<ul style="list-style-type: none"><li>To provide guidance to Shire staff and the wider community in relation to Aboriginal ceremonial cultural protocols and to assist with greater inclusion of local Aboriginal people in regard to Shire services, initiatives, projects and activities.</li><li>To facilitate consistent standards of engagement and to maintain compliance with cultural protocols associated with the first people of the local area.</li></ul>		

### 1.0 Definitions:

**Welcome to Country:** “A Welcome to Country ceremony gives traditional owners, the Noongar peoples, the opportunity to formally welcome people to their land. This ceremony should be undertaken by Elders acknowledged as such by their family and community.”

(Living Culture – Living Land and its people, South West Aboriginal Land and Sea Council, 2017)

**Non-Aboriginal Acknowledgement:** “An Acknowledgment of Country is a way that non-Aboriginal people can show respect for Noongar heritage and the ongoing relationship of traditional owners with the land.”

(Living Culture – Living Land and its people, South West Aboriginal Land and Sea Council, 2017)

- 2.0 The Shire of Gnowangerup recognises that the first people of the local area are the Noongar People. The Noongar people are the traditional owners of the Land within the boundaries of the Shire of Gnowangerup. In the spirit of reconciliation, the Shire will acknowledge the traditional owners during the development and implementation of community events, activities and projects.

- 3.0 This policy will assist Council to integrate cultural protocols and culturally secure practices into the delivery of Shire run community services, projects and activities.
- 4.0 “The Chair of the meeting, or the principal speaker begins the meeting by acknowledging that the meeting is taking place in the country of the traditional owners. Those who acknowledge the country, can ‘acknowledge all the traditional owners of the land’ or can ‘acknowledge the traditional owners of this land’ without naming those people.”

(Living Culture – Living Land and its people, South West Aboriginal Land and Sea Council, 2017)

## 2. STRATEGY & GOVERNANCE

### 2.1 COUNCILLORS' ENTITLEMENTS POLICY

<b>Policy Type:</b>	Strategy & Governance
<b>Date Adopted:</b>	22 June 1998

<b>Policy No:</b>	2.1
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b> <ol style="list-style-type: none"><li>1. Local Government Act 1995</li><li>2. Salaries and Allowances Act 1975, Sections 7A and 7B</li></ol>
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<b>Legal (Subsidiary):</b> <ol style="list-style-type: none"><li>1. Local Government (Administration) Regulations 21(e), 31, 34AC, 34C</li><li>2. Salaries and Allowances Tribunal Determinations</li></ol>
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<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number(s)</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number(s)</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	COUNCILLORS' ENTITLEMENTS POLICY
<b>Objective:</b>	<ul style="list-style-type: none"><li>• To provide guidelines on the support and allowances available to Councillors within the provisions of the <i>Local Government Act 1995</i>, including cover for any 'out of pocket' expenses that are incurred in carrying out their function as an elected member.</li><li>• To provide guidelines relating to the participation of Councillors at conferences and training seminars.</li></ul>

#### 1.0 Fees and Allowances

##### 1.1 President and Deputy President Allowances, Annual Meeting Attendance Fees and Communications Allowances

Meeting fees and allowances for Councillors are determined by the Salaries and Allowances Tribunal. All local governments in Western Australia fall into one of four "bands", which then provides a range within which a Council can set fees and allowances for its Councillors.

Presidential and Deputy Presidential Allowances, Annual Meeting Attendance Fees and Communications Allowances will be paid within the range set by the Salaries and Allowances Tribunal from time to time, with the specific amount to be determined by Council in its annual adopted Budget.

##### 1.2 Payment of Meeting Fees and Allowances

All meeting fees and allowances are paid biannually.

#### 2.0 Reimbursement of Expenses

## 2.1 Motor Vehicle Travel Expenses (S 5.98(2))

In accordance with Regulation 31 of the *Local Government (Administration) Regulations 1996*, Councillors will be reimbursed for travel expenses incurred with respect to the actual cost of travelling from their place of residence to attend:

- (a) An Annual or Special meeting of Electors;
- (b) An Ordinary or Special meeting of Council;
- (b) A meeting of a Committee of which they are a member (or a deputy member attending in place of a member);
- (c) Visits by Ministers of the Crown;
- (d) Council Inspection Tours;
- (e) Any meeting of a body to which the Councillor has been appointed by Council, unless the Councillor is eligible to claim reimbursement of travel costs direct from that body;
- (f) A Shire of Gnowangerup civic function\* to which Councillors have been invited;
- (g) A meeting with the Chief Executive Officer or an Executive Manager at the officer's request;
- (h) A training seminar that is relevant to their role as a councillor and has been approved by the Council; or
- (i) Any other meeting, function or event which they have been asked to attend in their role as Councillor by Council, the Shire President or the Chief Executive Officer.

The rate of reimbursement will be in accordance with that specified by the *Local Government Officers' (Western Australia) Interim Award 2011*.

Reimbursement will be undertaken biannually, following the submission of one or more signed Members' Quarterly Travel and Out of Pocket Expenses reimbursement claim form.

*\*For the purposes of this Policy, "Civic Function" means an official function arranged by the Shire of Gnowangerup (i.e. Annual Australia Day Ceremony).*

## 2.2 Parking Expenses (S 5.98(2))

Parking expenses associated with any of the attendances referenced in Clause 2.1 will be reimbursed on a biannual basis, provided that relevant parking receipts are attached to the signed Members' Quarterly Travel and Out of Pocket Expenses reimbursement claim forms.

## 2.3 Childcare Expenses (S 5.98(2))

In accordance with Regulation 31 of the *Local Government (Administration) Regulations 1996*, Councillors will be reimbursed for childcare costs incurred as a result of any of the attendances referenced in clause 2.1.



Childcare costs will not be paid where the care is provided by a member of the immediate family or relative living in the same premises as the Councillor.

The Shire of Gnowangerup will reimburse childcare costs either at the actual cost per hour or \$12.00 per hour, whichever is the lesser amount. Formal receipts must be kept and attached to the claim for reimbursement.

Reimbursement will be undertaken biannually, following the submission of one or more signed Members' Quarterly Travel and Out of Pocket Expenses reimbursement claim form.

## 2.4 Other Expenses

Other reasonable expenses (including accommodation, laundry costs, meals, refreshments (excluding alcohol), parking and taxi charges, telephone calls and other appropriate out of pocket expenses) incurred by Councillors in connection with an attendance as specified in either clause 2.1, clause 4 or clause 5 may be reimbursed, provided that authorisation has been received from the Chief Executive Officer prior to the expenditure taking place.

## 3.0 Items to be provided to Councillors

### 3.1 Tablet/iPad

Councillors will be issued with a tablet/iPad at the commencement of each four-year term.

- (a) The maximum value of the tablet will be capped at \$1,000;
- (b) The Shire's IT subcontractors will provide reasonable support for Shire-supplied IT equipment. All requests for assistance are to be directed to the Deputy CEO in the first instance.
- (d) Councillors are entitled to utilise their Shire-provided tablet for both Shire and private purposes (including electoral campaigning).
- (e) All tablets will be "changed-over" four years after their date of purchase.

### 3.2 Corporate Apparel

Councillors will be issued with one name badge at the commencement of their first four-year term, such items to be replaced as required at the Councillor's request.

## 4.0 Training Registration

Provided that expenditure is within the constraints of the Shire's adopted annual Budget, the Chief Executive Officer is authorised to arrange, at the Shire's cost and at the request of a Councillor, the registration of that Councillor at any:

- (a) Training session conducted by WALGA; or
- (b) Any other training considered by the Shire President to be directly relevant to the Shire's affairs.

## 5.0 Conferences and Seminars Registration

### 5.1 Where Accommodation and/or Airfares are not required

Provided that expenditure is within the constraints of the Shire's adopted annual Budget, the Chief Executive Officer is authorised to arrange, at the Shire's cost and at the request of a Councillor, registration at professional conferences which:

- (a) are considered by the Shire President to be directly relevant to the Shire's affairs; or
- (b) are convened by WALGA; and
- (c) do not necessitate arrangements for accommodation or airfares.

Registrations of this type will include registration for any applicable conference dinner, should the Councillor wish to attend same

### 5.2 Where Accommodation and/or Airfares are required

Requests for registration at events requiring the provision of accommodation and/or airfares will be submitted to Council for consideration.

### 5.3 Booking Arrangements Relevant to Clauses 4 and 5

- (a) In the event that three or more requests are received to attend the same opportunity or conference, or the annual Budget allocation is exceeded, then the matter will be submitted to Council for consideration.
- (b) Attendees will provide a report on their attendance at the next Council meeting following the training or conference.
- (c) Any request for attendance at a training opportunity or conference that falls within the last three months of a Councillor's term of office will be referred to Council for approval. For the purposes of clarity, the date from which clause c takes effect will be the date on which the training opportunity or conference commences.
- (d) The Shire will not pay for partners and spouses to accompany Councillors on Council business, other than for attendance at an official conference dinner. Partners and spouses may accompany Councillors at other times at their own expense.

## 6.0 Upon Retirement (S 5.100A)

6.1 Councillors who retire or are not returned to Council after serving at least one full four-year term will be entitled to a gift of up to approximately \$100 per year of service in recognition of their commitment to Council and the Community. The maximum value of the gift shall not exceed \$1,000.

6.2 All Councillors who retire or are not returned to Council will receive the following-

- (a) A Certificate bearing the Council seal;

(b) A Certificate of Service including dates of service; and

(c) A Certificate of Shire Presidential Service will be issued to Councillors who have served as the Shire President, including dates of service.

6.3 All Councillors who retire or are not returned to Council will be entitled to a formal dinner function or an informal cocktail/sundowner/lunch function. The details of the function are to be determined by the Shire President.

## 2.2 GRAFFITI MANAGEMENT POLICY

<b>Policy Type:</b>	Strategy & Governance
<b>Date Adopted:</b>	22 June 1998

<b>Policy No:</b>	2.2
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
1. Graffiti Vandalism Act 2016

<b>Legal (Subsidiary):</b>
1. Nil

<b>Delegation of Authority Applicable</b>	Yes
<b>Delegation Number(s)</b>	2.6.1

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number(s)</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	GRAFFITI MANAGEMENT POLICY
<b>Objective:</b>	<ul style="list-style-type: none"> <li>To set out Council's position on graffiti and its management.</li> <li>To outline Council's strategy to reduce graffiti.</li> </ul>

- 1.0 The Shire of Gnowangerup recognises that illegal graffiti is a community concern that adversely affects the social, environmental and economic fabric of the local community. It creates a negative perception of safety in the local community, thus impacting on the wellbeing and social cohesion of the community.
- 2.0 Illegal graffiti has a negative effect on the streetscape and urban environment and detracts from community pride of the local area. The considerable financial costs involved in removing graffiti also impose economic impacts on individuals, businesses, Council and the wider community. Council will not tolerate illegal graffiti and is committed to reducing and preventing graffiti in public spaces and on public and private property.
- 3.0 The Shire's Graffiti Management Procedure defines the Shire's role in reducing the incidence and visibility of graffiti and additionally minimising the social, environmental and economic impacts within the Shire of Gnowangerup.
- 4.0 Council's overall goal and long-term commitment is to reduce the incidence of illegal graffiti through a multi-faceted and strategic approach incorporating seven core elements:
  - Removal;
  - Education;
  - Enforcement;
  - Prevention;
  - Engagement;
  - Monitoring; and
  - Strategic initiatives.

## 2.3 COMMUNICATIONS AND SOCIAL MEDIA POLICY

<b>Policy Type:</b>	Strategy & Governance
<b>Date Adopted:</b>	22 June 1998

<b>Policy No:</b>	2.3
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b> <ol style="list-style-type: none"> <li>Local Government (Rules of Conduct) Regulations 2007.</li> </ol>
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<b>Legal (Subsidiary):</b> <ol style="list-style-type: none"> <li>State Records Act 2000</li> <li>Freedom of Information Act 1992</li> <li>Shire Code of Conduct</li> <li>Shire Record Keeping Plan</li> </ol>
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<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	Yes
<b>Staff Procedure Number</b>	2.2

ADOPTED POLICY	
<b>Title:</b>	COMMUNICATIONS AND SOCIAL MEDIA POLICY
<b>Objective:</b>	To establish protocols for the Shire of Gnowangerup Council, Chief Executive Officer (CEO) and employees who, acting as a representative of the Shire, make public comment or provide information to the media about the Shire's activities.

### 1.0 Policy Statement

#### 1.1 The purpose of the Shire's official communications include:

- Sharing information required by law to be publicly available;
- Sharing information that is of interest and benefit to the community;
- Promoting events and services;
- Promoting public notices and community consultation and engagement opportunities;
- Answering questions and responding to requests for information relevant to the role of the Shire; and
- Receiving and responding to community feedback, ideas, comments, compliments and complaints.

#### 1.2 The Shire's communications will be consistent with relevant legislation, policies, standards and the positions adopted by Council. The Shire's communications will always be respectful and professional.

- 1.3 The Shire may use a combination of different communication modes to suit the type of information to be communicated and the requirement of the community or specific audience.

## 2.0 General Provisions

- 2.1 The President shall be the spokesperson for a media release or comment unless the content relates to a staff or organisational issue. In this instance, the CEO, or nominated delegate, will be the spokesperson.
- 2.2 A nominated spokesperson must ensure they are available to be contacted for interviews.
- 2.3 All comments to the media shall be presented positively and reflect the values of the Shire.
- 2.4 All media releases and responses to the media must be approved by the CEO or the President.

## 3.0 Speaking on behalf of the Shire

- 3.1 The President speaks to the media on behalf of the Council on matters related to the governance of the Shire of Gnowangerup, except when the President is unable to perform this function. Where the President is unavailable, the Deputy President may act as the spokesperson.

If the President and Deputy President are both unavailable to speak to the media, then another councillor or the CEO may be appointed by the President or Deputy President to speak on the Council's behalf.

- 3.2 Communications by Elected Members, whether undertaken in an authorised official capacity, or as a personal communication must not:
  - (a) Bring the Shire into disrepute;
  - (b) Compromise the person's effectiveness in their role with the Shire;
  - (c) Imply the Shire's endorsement of personal views; or
  - (d) Disclose, without authorisation, confidential information.
- 3.3 All enquiries from the media for an official Shire comment, whether made to an individual Elected Member or Employee, must be directed to the CEO, or a person authorised by the CEO. Information will be coordinated to support the President or CEO (where authorised) to make an official response on behalf of the Shire.
- 3.4 Any public statement made by an Elected Member, whether made in a personal capacity or in their local government representative capacity, must:
  - (a) Clearly state that the comment or content is a personal view only, which does not necessarily represent the views of the Shire;
  - (b) Be made with reasonable care and diligence;

- (c) Be lawful, including avoiding contravention of; copyright, defamation, discrimination or harassment laws;
- (d) Be factually correct;
- (e) Avoid damage to the reputation of the local government;
- (f) Not reflect adversely on a decision of the Council;
- (g) Not reflect adversely on the character or actions of another elected member or employee; and
- (h) Maintain a respectful and positive tone and not use offensive or objectionable expressions in reference to any elected member, employee or community member.

3.5 An Elected Member who is approached by the media for a personal statement may request the assistance of the CEO.

#### 4.0 Social Media

- 4.1 Social Media is used to facilitate interactive information sharing and to provide responsive feedback to our community. Social Media will not however, be used by the Shire of Gnowangerup to communicate or respond to matters that are complex or relate to a person's or entity's private affairs.
- 4.2 The Shire may post and contribute to Social Media hosted by others, so as to ensure that the Shire's strategic objectives are appropriately represented and promoted.
- 4.3 The Shire may actively seek ideas, questions and feedback from our community however, when doing so we expect participants to behave in a respectful manner. The Shire will moderate its Social Media accounts to address and where necessary delete content which is deemed as:
  - (a) Offensive, abusive, defamatory, objectionable, inaccurate, false or misleading;
  - (b) Promotional, soliciting or commercial in nature;
  - (c) Unlawful or incites others to break the law;
  - (d) Information which may compromise individual or community safety or security;
  - (e) Repetitive material copied and pasted or duplicated;
  - (f) Content that promotes or opposes any person campaigning for election to the Council, appointment to official office, or any ballot;
  - (g) Content that violates intellectual property rights or the legal ownership of interests or another party; and
  - (h) Any other inappropriate content or comments at the discretion of the Shire.

4.4 Where a third-party contributor to a Shire's social media account is identified as posting content which is deleted in accordance with the above, the Shire may at its complete discretion block that contributor for a specific period of time or permanently.

## 5.0 Record Keeping and Freedom of Information

Official communications undertaken on behalf of the Shire, including on the Shire's Social Media accounts and third-party social media accounts must be created and retained as local government records in accordance with the Shire's Record Keeping Plan and the *State Records Act 2000*. These records are also subject to the *Freedom of Information Act 1992*.

## 6.0 Personal Communications

Personal communications and statements made privately in conversation, written, recorded email or posted in personal social media have the potential to be made public, whether it was intended to be made public or not.

Therefore, on the basis that personal or private communications may be shared or become public at some point in the future, Elected Members and employees must ensure that their personal or private communications do not breach the requirements of this policy, the Code of Conduct and/or the Local Government (Rules of Conduct) Regulations 2007.

For Elected Members, comments which become public and which breach this policy, the Code of Conduct or the *Local Government (Rules of Conduct) Regulations 2007*, may constitute a serious breach of the *Local Government Act 1995* and may be referred for investigation.

For Employees, comments which become public and which breach this policy may face disciplinary action under the Council's disciplinary procedure. The nature of any disciplinary action taken will be dependent upon the nature, extent and circumstances of the breach.



## 2.4 RECORDS MANAGEMENT POLICY

<b>Policy Type:</b>	Strategy & Governance
<b>Date Adopted:</b>	24 April 2013

<b>Policy No:</b>	2.4
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b> <ol style="list-style-type: none"> <li>1. State Records Act 2000.</li> <li>2. Local Government Act 1995.</li> </ol>
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<b>Legal (Subsidiary):</b> <ol style="list-style-type: none"> <li>1. Evidence Act 1906</li> <li>2. Limitation Act 1935</li> <li>3. Freedom of Information Act 1992</li> </ol>
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<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	RECORDS MANAGEMENT POLICY
<b>Objective:</b>	<ul style="list-style-type: none"> <li>▪ To provide record keeping principles that identify and protect local government records of continuing value.</li> <li>▪ To provide guidance on the disposal of local government records, particularly those that have no continuing value.</li> <li>▪ To define strategies that will support and document accountability and responsibility throughout the local government.</li> <li>▪ To demonstrate to elected members how to establish an audit trail tracing the justifications and authorisations for certain courses of action.</li> </ul>

### 1.0 Definitions

**Council** means the Council of the Shire of Gnowangerup (the elected body).

**Shire** means the Shire of Gnowangerup (the administration).

**GDALG** means the General Disposal Authority for Local Government Records.

**Local Government employee** means:

- a person who, whether or not an employee, alone or with others governs, controls or manages a local government organisation;
- a person who, under the Public Sector Management Act 1994, is a public service officer of a local government organisation; or
- a person who is engaged by a local government organisation, whether under a contract for services or otherwise;

and includes, in the case of a local government organisation referred to in the *Public Sector Management Act 1994* Schedule 1 items 5 or 6, a ministerial officer assisting the organisation.

**Local Government Records** means a record created or received by or for a local government organisation or a local government organisation employee or contractor in the course of the work for the organisation.

**Records** means any record of information however recorded and includes:

- (a) anything on which there is writing or Braille;
- (b) a map, plan, diagram or graph,
- (c) a drawing, pictorial or graphic work, or photograph;
- (d) anything on which there are figures, marks, perforations, symbols, having a meaning for persons qualified to interpret them;
- (e) anything for which images, sounds or writings can be reproduced with or without the aid of anything else; and
- (f) anything on which information has been stored or recorded either mechanically, magnetically or electronically.

**State Archive** means a State record that is to be retained permanently.

## 2.0 Policy Statement

2.1 The Shire recognises that its records are a local government owned asset and will ensure that they are managed as such. Ownership and proprietary interest of records created or collected during the course of business (including those from outsourced bodies or contractors) are vested in the Shire of Gnowangerup.

2.2 This policy applies to all Council records created or received by a Shire employee, contractor or Elected Member, or an organisation performing outsourced services on behalf of the Shire of Gnowangerup, regardless of their physical format, storage location or date of creation.

### 2.3 Local Government Records of Continuing Value

Local government records of continuing value are records created or received which:

- (a) Contain information that is of administrative value to the Shire and the Council. These records may be referred to for many administrative purposes, including the need:
  - (i) to check an interpretation of Council policy or the rationale behind it;
  - (ii) to check the facts on a particular case or provide information to management;
  - (iii) to monitor progress and coordination of responses to issues;
  - (iv) to document formal communications and/or transactions (e.g. a minute, report or submissions) between elected members and another party; and

- (v) to document elected members' decisions, directives, reasons and actions.
- (b) Contain information that is of legal value to the Shire and the Council on the basis that there are statutory requirements or court orders that stipulate the retention of records, which must be observed.
- (c) Contain information of fiscal value to the Shire and the Council that includes original records documenting the receipt, expenditure and control of public money that must be left for a period of time, and will facilitate transparent accountability by the officers responsible.
- (d) Contain information of **evidential value** to the Shire and the Council such as those that contain information about the legal rights and obligations of the local government including elected members, ratepayers, organisations and the general community.
- (e) Contain information of **historical value** to the Shire and the Council, and to the State.

## 2.4 Local Government Records of No Continuing Value

Local Government records of no continuing value are records which:

- (a) Are considered ephemeral (short lived) in that they do not have the attributes stated above and only need to be kept for a limited or short period of time, for example, a few hours or a few days.
- (b) Have only a facilitative or routine instructional value and are used to further some minor activity.

## 2.5 Elected Member Roles and Responsibilities

Records will be created and kept which properly and adequately record the performance of member functions arising from their participation in the decision-making processes of Council through the creation and retention of records of meetings of Council and Committees of Council. All significant Elected Member records that come through the Shire's administration will be captured into the Shire Record Keeping System.

### 2.5.1 Appointment Books, Calendars and Diaries

Diaries, appointment books and desk calendars are generally used to record appointments. They may also be used to record messages and notes, some of which may only be a note of a routine nature, and some of which may be of significance to the conduct of Shire or Council business.

It is strongly recommended that elected members maintain separate diaries or appointment books for personal and official use.

Elected Members' diaries or appointment books which have been used to:

- (a) record basic information such as dates and times of meetings and other appointments; or

- (b) record notes and messages, which have been recorded elsewhere and incorporated into the Shire's record keeping system;

have no continuing value and may be destroyed when reference to them ceases (GDALG ref: 1.10).

Elected members' diaries and appointment books, which have been used to record notes and messages of significance to Council business and are not recorded elsewhere; have continuing value and are to be forwarded to the Shire for incorporation into the Shire's record keeping system (GDALG ref: 1.10)

#### 2.5.2 Drafts

A draft record is the preliminary form of any writing in electronic or paper formats. Draft records include outlines of addresses, speeches, reports, correspondence, file notes, preparatory notes, calculations and earlier versions of the draft. Drafts may or may not be circulated to other elected members or staff of the Council for comment or revision.

Draft documents which are:

- (a) addresses, speeches, reports, correspondence, file notes that are not circulated to other elected members or staff of the Council, and of which the final version has been produced and forwarded for incorporation into the Shire record keeping system; and
- (b) circulated to other elected members or staff of the Shire, where only editorial or typographical changes have occurred, and of which a final version has been produced and forwarded for incorporation into the Shire's record keeping system;

have no continuing value and may be destroyed when reference to them ceases (GDALG ref: 1.116)

Drafts which document significant decisions, reasons and actions or contain significant information that is not contained in the final form of the records have continuing value and are to be forwarded to the Shire for incorporation into the Shire's record keeping system. Examples of such documents include drafts:

- (a) that contain significant or substantial changes or annotations.
- (b) relating to the formulation of legislation, legislative proposals and amendments.
- (c) relating to the formulation of policy and procedures, where the draft provides evidence of the processes involved or contains significantly more information than the final version.
- (d) of legal documents (contracts, tenders etc).

#### 2.5.3 Duplicates

Duplicates are exact reproductions or copies of records where the original or authorised copy of the record is captured in the Shire's record keeping system.

For duplicates of records issued to an Elected Member for comment or revision, see DRAFTS.

Duplicates of:

- (a) records issued to an elected member by the Council or the Shire for information or reference purposes only and where the original or authorised copy is captured in the Shire's record keeping system; and
- (b) internal or external publications issues or received for information or reference purposes (e.g. annual reports, brochures, trade journals, price lists)

have no continuing value and may be destroyed when reference to them ceases (GDALG ref 1.11.1). Duplicates should be placed in the confidential destruction bins in the Council reading room when they are no longer needed.

Duplicates of records received by the elected member and sourced from outside the Shire that are relevant to furthering the business activity of the Council have continuing value and are to be forwarded to the Shire for incorporation into the Shire's record keeping system.

#### 2.5.4 Messages and Facilitating Instructions

Messages and other facilitating instructions may be sent or received via a range of methods, such as telephone and voicemail, email, post- it or sticky notes, facsimile, pieces of paper, transmission reports.

Messages and facilitating instructions may be sent or received on a variety of matters. Some messages or facilitating instructions will have continuing value, as they are considered significant to the conduct of Council or Shire business. Others, such as those very routine in nature will only have a short-term value.

Messages that:

- (a) are routine facilitative instructions, such as edit corrections, distribution lists for information purposes, simple administrative instructions and social invitations and messages;
- (b) original messages that have been transferred or transcribed into appropriate formats for incorporation into the Shire's record keeping system; and
- (c) do not relate to the business functions of the Council or the Shire

have no continuing value and may be destroyed when reference to them ceases. (GDALG ref 1.11.5)

Messages or facilitating instructions that:

- (a) contain information relating to the business functions of the Council such as directives, proposals, recommendations, definitions or interpretations from the Elected Member to another party or vice versa; and
  - (b) are part of an actual business transaction itself, or have policy/procedure implications, or otherwise identified as being significant to the conduct of Council business
- have continuing value and are to be forwarded to the Shire for incorporation into the Shire's record keeping system (GDALG ref: 1.11.5)

#### 2.5.5 Working Papers/Records

Working papers / records are papers; background notes and reference material that are used to prepare or complete other documents. These documents become the official record and should be forwarded for capture into the Shire's record keeping system.

Working papers / records that are primarily facilitative and do not relate to:

- (a) significant decisions, reasons or actions; and
  - (b) do not contain significant information; and
  - (c) where the final document has been forwarded for capture into the Shire's record keeping system
- have no continuing value and may be destroyed when reference to them ceases.  
(GDALG ref: 1.11.9)

Working papers/records which document significant decisions, reasons and actions OR contain significant information (even if that information is not contained in the final form of the document); have continuing value and are to be forwarded to the Shire for incorporation into the Shire's record keeping system. (GDALG ref: 1.11.9)

#### 2.5.6 Correspondence

This section deals with local government records not covered under the previous headings and relates to correspondence or "mail" received and sent by elected members.

It covers correspondence received or sent by Elected Members' in any format (e.g. by post, fax, email, courier, hand-delivered) whether received or sent at the Council offices or at an elected member's private residence / post box.

Correspondence addressed to elected members at the Shire of Gnowangerup, including that marked Private, Confidential, Personal, himself/herself, etc, should be opened by designated officers, and if of continuing value, incorporated into the Shire's record keeping system, before forwarding to the elected member.

Correspondence addressed to elected members at their private address/post box that is a local government record and is of continuing value, should be forwarded to the Shire for incorporation by Records Management into Council's record keeping system along with any response which the elected member may have made. Correspondence of no continuing value need not be incorporated into the Shire's record keeping system and may be destroyed when reference to it ceases.

## 2.6 Council Employee Roles and Responsibilities

### 2.6.1 Chief Executive Officer

The Chief Executive Officer is to ensure that there is a system for the maintenance and management of records that is compliant with records management legislation and State guidelines and procedures.

### 2.6.2 Executive and Managers

All executives and managers are to ensure that staff members under their supervision comply with the records management policies and procedures in the Record Keeping Plan.

### 2.6.3 All Staff

All staff are to create and retain records relating to the business activities they perform. They are to identify significant and ephemeral records and ensure significant records are registered in the records management system.

## **EXPLANATORY NOTES:**

There are legislative requirements for managing records, the primary legislation relating to the keeping of public records is the State Records Act 2000 (previously Sections 22-33 of the Library Board of Western Australia Act 1951-1983).

Other legislation impacting upon records management, includes:

- Evidence Act 1906
- Limitation Act 1935
- Freedom of Information 1992
- Local Government Act 1995
- Financial Administration and Audit Act 1985
- Criminal Code 1913 (Section 85)
- Electronic Transactions Act 2003

Under the State Records Act 2000, Council is obligated to prepare and submit an organisational Record-Keeping Plan to the State Records Commission for approval. A State Records Commission (SRC) directive concerning Record-Keeping Plan compilation requirements stipulates that following its adoption, an applicable Record-Keeping Policy be included as part of the Plan, ideally appearing as an appropriately annotated appendix.



## 2.5 RISK MANAGEMENT POLICY

<b>Policy Type:</b>	Strategy & Governance
<b>Date Adopted:</b>	28 August 2019

<b>Policy No:</b>	2.5
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b> <ol style="list-style-type: none"> <li>Local Government Act 1995 (As Amended) – Section 7.13.</li> <li>Local Government (Audit) Regulations 1996, Regulation 17.</li> </ol>
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<b>Legal (Subsidiary):</b> <ol style="list-style-type: none"> <li>Nil</li> </ol>
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<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	Yes
<b>Staff Procedure Number</b>	2.3

ADOPTED POLICY	
<b>Title:</b>	RISK MANAGEMENT POLICY
<b>Objective:</b>	To provide a policy framework for managing any uncertainty that may impact on the Shire's strategies, goals or objectives.

### 1.0 Policy Statement

It is the Shire's Policy to achieve best practice (aligned with AS/NZS ISO 31000:2009 Risk management), in the management of all risks that may affect the Shire, its customers, people, assets, functions, objectives, operations or members of the public.

Risk Management will form part of the Strategic, Operational, Project and Line Management responsibilities and where possible, be incorporated within the Shire's Integrated Planning Framework.

### 2.0 Implementation

The Shire's Management Team will determine and communicate the Risk Management Policy, Objectives and Procedures, as well as, direct and monitor implementation, practice and performance.

Every employee within the Shire is recognised as having a role in risk management from the identification of risks to implementing risk treatments and shall be invited and encouraged to participate in the process.

### 3.0 Definitions

**Risk** means the effect of uncertainty on objectives.

Note 1: An effect is a deviation from the expected – positive or negative.

Note 2: Objectives can have different aspects (such as financial, health and safety and environmental goals) and can apply at different levels (such as strategic, organisation-wide, project, product or process).

**Risk Management** means coordinated activities to direct and control an organisation with regard to risk.

**Risk Management Process** means systematic application of management policies, procedures and practices to the activities of communicating, consulting, establishing the context, and identifying, analysing, evaluating, treating, monitoring and reviewing risk.

#### 4.0 Risk Management Objectives

- (a) Optimise the achievement of our vision, mission, strategies, goals and objectives.
- (b) Provide transparent and formal oversight of the risk and control environment to enable effective decision making.
- (c) Enhance risk versus return within our risk appetite.
- (d) Embed appropriate and effective controls to mitigate risk.
- (e) Achieve effective corporate governance and adherence to relevant statutory, regulatory and compliance obligations.
- (f) Enhance organisational resilience.
- (g) Identify and provide for the continuity of critical operations.

#### 5.0 Risk Appetite

The Shire quantified its risk appetite through the development and endorsement of the Shire's Risk Assessment and Acceptance Criteria (**Attachment A**). The criteria are also included within the Risk Management Procedures and are subject to ongoing review in conjunction with this policy.

All organisational risks to be reported at a corporate level are to be assessed according to the Shire's Risk Assessment and Acceptance Criteria to allow consistency and informed decision making. For operational requirements such as projects or to satisfy external stakeholder requirements, alternative risk assessment criteria may be utilised, however these cannot exceed the organisations appetite and are to be noted within the individual risk assessment.

#### 6.0 Roles, Responsibilities and Accountabilities

The CEO is responsible for the allocation of roles, responsibilities and accountabilities. These are documented in the Risk Management Procedures (Operational Document).

#### 7.0 Monitor and Review

The Shire will implement and integrate a monitor and review process to report on the achievement of the Risk Management Objectives, the management of individual risks and the ongoing identification of issues and trends.

This policy will be kept under review by the Shire's Management Team and its employees. It will be formally reviewed annually.

## ATTACHMENT A

Measures of Consequence									
RATING	PEOPLE	INTERRUPTION TO SERVICE	REPUTATION	COMPLIANCE	PROPERTY	NATURAL ENVIRONMENT	FINANCIAL IMPACT	PROJECT	
			(Social / Community)		(Plant, Equip, Buildings)			Time	Budget
Insignificant (1)	Near-Miss	No material service interruption Less than 1 hour	Unsubstantiated, localised low impact on community trust, low profile or no media item.	No noticeable regulatory or statutory impact	Inconsequential damage.	Contained, reversible impact managed by on site response	Less than \$1,000	Exceeds deadline by 5% of project timeline	Exceeds project budget by 5%
Minor (2)	First Aid Treatment	Short term temporary interruption – backlog cleared < 1 day	Substantiated, localised impact on community trust or low media item	Some temporary non compliances	Localised damage rectified by routine internal procedures	Contained, reversible impact managed by internal response	\$1,000 - \$10,000	Exceeds deadline by 10% of project timeline	Exceeds project budget by 10%
Moderate (3)	Medical treatment / Lost time injury < 30 Days	Medium term temporary interruption – backlog cleared by additional resources < 1 week	Substantiated, public embarrassment, moderate impact on community trust or moderate media profile	Short term non- compliance but with significant regulatory requirements imposed	Localised damage requiring external resources to rectify	Contained, reversible impact managed by external agencies	\$10,001 to \$250,000	Exceeds deadline by 15% of project timeline	Exceeds project budget by 15%
Major (4)	Lost time injury > 30 Days / temporary disability	Prolonged interruption of services – additional resources; performance affected < 1 Month	Substantiated, public embarrassment, widespread high impact on community trust, high media profile, third party actions	Non-compliance results in termination of services or imposed penalties to Shire / Officers	Significant damage requiring internal & external resources to rectify	Uncontained, reversible impact managed by a coordinated response from external agencies	\$250,001 to \$1,000,000	Exceeds deadline by 20% of project timeline	Exceeds project budget by 20%
Extreme (5)	Fatality, permanent disability	Indeterminate prolonged interruption of services non- performance > 1 month	Substantiated, public embarrassment, widespread loss of community trust, high widespread multiple media profile, third party actions	Non-compliance results in litigation, criminal charges or penalties to Shire / Officers	Extensive damage requiring prolonged period of restitution. Complete loss of plant, equipment & building	Uncontained, irreversible impact	> \$1,000,000	Exceeds deadline by 25% of project timeline	Exceeds project budget by 25%

ATTACHMENT A (continued)

Measures of Likelihood		
Rating	Description	Frequency
<b>Almost Certain (5)</b>	The event is expected to occur in most circumstances	More than once per year
<b>Likely (4)</b>	The event will probably occur in most circumstances	At least once per year
<b>Possible (3)</b>	The event should occur at some time	At least once in 3 years
<b>Unlikely (2)</b>	The event could occur at some time	At least once in 10 years
<b>Rare (1)</b>	The event may only occur in exceptional circumstances	Less than once in 15 years

Risk Matrix					
	Insignificant (1)	Minor (2)	Moderate (3)	Major (4)	Catastrophic (5)
Almost Certain (5)	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely (4)	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible (3)	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely (2)	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare (1)	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

## ATTACHMENT A (continued)

### Risk Acceptance Criteria

Risk Rank	Description	Criteria	Responsibility
<b>LOW</b>	Acceptable	Risk acceptable with adequate controls, managed by routine procedures and subject to annual monitoring	Operational Manager
<b>MODERATE</b>	Monitor	Risk acceptable with adequate controls, managed by specific procedures and subject to semi-annual monitoring	Operational Manager
<b>HIGH</b>	Urgent Attention Required	Risk acceptable with excellent controls, managed by senior management / executive and subject to monthly monitoring	Executive Manager / CEO
<b>EXTREME</b>	Unacceptable	Risk only acceptable with excellent controls and all treatment plans to be explored and implemented where possible, managed by highest level of authority and subject to continuous monitoring	CEO / Council

### Existing Controls Ratings

Rating	Foreseeable	Description
<b>Effective</b>	There is <u>little</u> scope for improvement.	Processes (Controls) operating as intended and aligned to Policies / Procedures. Subject to ongoing monitoring. Reviewed and tested regularly.
<b>Adequate</b>	There is <u>some</u> scope for improvement.	Processes (Controls) generally operating as intended, however inadequacies exist. Nil or limited monitoring. Reviewed and tested, but not regularly.
<b>Inadequate</b>	There is a <u>need</u> for improvement or action.	Processes (Controls) not operating as intended. Processes (Controls) do not exist, or are not being complied with. Have not been reviewed or tested for some time.

## 2.6 EXECUTION OF DOCUMENTS AND USE OF COMMON SEAL POLICY

<b>Policy Type:</b>	Strategy & Governance
<b>Date Adopted:</b>	22 June 1998

<b>Policy No:</b>	2.6
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b> <ol style="list-style-type: none"> <li>1. Local Government Act 1995 (As Amended) – Section 2.5(2).</li> <li>2. Local Government Act 1995 (As Amended) – Section 9.49A(4)</li> </ol>
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<b>Legal (Subsidiary):</b> <ol style="list-style-type: none"> <li>1. Local Government Act 1995, Section 5.42</li> <li>2. Shire of Gnowangerup Standing Orders Local Law 2016</li> </ol>
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<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	EXECUTION OF DOCUMENTS AND USE OF COMMON SEAL POLICY
<b>Objective:</b>	To provide guidelines and protocols for the affixing of the Shire of Gnowangerup Common Seal.

### 1.0 Definitions

**Document** means any paper or electronic document, including communications such as letters and emails, which:

- (a) convey a decision; or
- (b) establish an obligation on the Shire; or
- (c) is ceremonial.

### 2.0 Authorised Signatories under Delegation

The Shire President and Chief Executive Officer are authorised to affix and sign all documents to be executed under a common seal, however, in the absence of the Shire President and/or the Chief Executive Officer, as the case may be, the Deputy President and the Acting Chief Executive Officer are authorised to affix the Common Seal.

- 3.0 Details of all transactions where the Common Seal has been affixed shall be recorded in a register kept by the Chief Executive Officer, with such register to record each date on which the common seal was affixed to a document, the nature of the said document, and the parties to any agreement to which the common seal was affixed. The register is to record each transaction by an identifying sequential number and this number is to be recorded against the Common Seal as it is affixed (refer to \* shown in below examples).

### 4.0 Document Types

For clarity, Appendix A to this Policy outlines those documents where the Common Seal should be applied as part of the Execution.

## 5.0 Method of Affixing the Common Seal

Below are examples of how documents should be executed under the common seal:

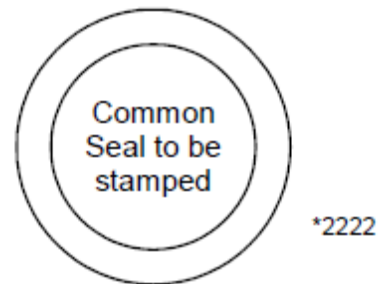
### Example A – Where the Common Seal is Affixed by Resolution of Council

DATED: \_\_\_\_\_ 20\_\_

The Common Seal of the Shire of Gnowangerup was affixed by authority of a resolution of the Council in the presence of:

\_\_\_\_\_  
[INSERT NAME OF PRESIDENT]  
PRESIDENT

\_\_\_\_\_  
[INSERT NAME OF CEO]  
CHIEF EXECUTIVE OFFICER

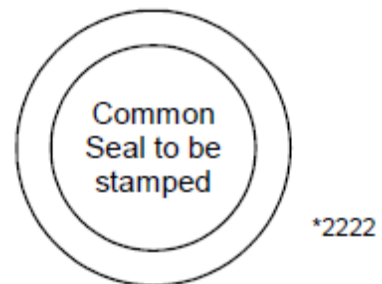


### Example B: Other Documents

DATED: \_\_\_\_\_ 20\_\_

The Common Seal of the Shire of Gnowangerup was affixed in the presence of:

\_\_\_\_\_  
[INSERT NAME OF PRESIDENT]  
  
\_\_\_\_\_  
[INSERT NAME OF CEO]  
CHIEF EXECUTIVE OFFICER





## APPENDIX A

Document Type * Common Seal <u>only</u> to be applied where specified in a document prepared by an external party.	Common Seal	EXECUTION BY SIGNATURE ONLY	
		Shire President	CEO or Delegated Officer
<b>Local Laws</b> – made and amended	✓	✗	✗
<b>Planning Schemes</b> – adopted and amended	✓	✗	✗
<b>Land Transaction documents</b> , including: <ul style="list-style-type: none"> <li>• sale;</li> <li>• purchase;</li> <li>• vesting;</li> <li>• contributed assets;</li> <li>• Notifications of factors affecting land under 70A of the Land Transfer Act 1893 – lodge or withdraw</li> <li>• Easements – <u>by land transfer</u> <ul style="list-style-type: none"> <li>○ Rights of carriage way;</li> <li>○ Rights of support to land burdened by buildings;</li> <li>○ Rights to erect a party wall;</li> <li>○ Rights to light and air (Property Law Act 1969);</li> <li>○ Rights to take water from wells or bores;</li> <li>○ Rights to install and operate drains and drainage works;</li> <li>○ Rights to install, maintain and operate oil, gas or other pipelines;</li> <li>○ Rights to install, maintain and operate electric power lines, telephone and other cables and supporting pylons.</li> </ul> </li> <li>• Restrictive Covenants – by land transfer</li> <li>• Deeds – land transfer for public purposes</li> </ul>	✗	✓	✓
<b>Land Transaction documents</b> , including: <ul style="list-style-type: none"> <li>• Caveats - registering or removing</li> <li>• Leases</li> <li>• Easements – <u>by deed, deposited plan or other legal instrument</u> <ul style="list-style-type: none"> <li>○ Rights of carriage way;</li> <li>○ Rights of support to land burdened by buildings;</li> <li>○ Rights to erect a party wall;</li> <li>○ Rights to light and air (Property Law Act 1969);</li> <li>○ Rights to take water from wells or bores;</li> <li>○ Rights to install and operate drains and drainage works;</li> <li>○ Rights to install, maintain and operate oil, gas or other pipelines; and</li> <li>○ Rights to install, maintain and operate electric power lines, telephone and other cables and supporting pylons.</li> </ul> </li> <li>• Restrictive Covenants – lodge, modify or withdraw (other than by land transfer)</li> <li>• Deeds</li> <li>• Legal agreements</li> </ul>	✓	✗	✗
<b>Mortgages, Loans and Debentures</b>	✓	✗	✗
<b>Power of Attorney</b> to act for the Shire	✓	✗	✗
<b>State or Commonwealth Government Funding Agreements</b>	✗	✗	✓

Document Type * Common Seal <u>only</u> to be applied where specified in a document prepared by an external party.	Common Seal	EXECUTION BY SIGNATURE ONLY	
		Shire President	CEO or Delegated Officer
<b>Grants and Funding Agreements</b> with private agencies (incoming and outgoing)	x	x	✓
<b>Memorandum of Understanding</b>	x	✓	✓
<b>Contracts and legal instruments</b> , including contract variations, related to: <ul style="list-style-type: none"> <li>Procurement Contracts</li> <li>Service Agreements (incoming or outgoing services)</li> <li>Heritage Agreements</li> <li>Acquittal of planning conditions</li> <li>Maintenance of the public realm</li> </ul>	✓	x	x
<b>Development, subdivision and strata-title approvals</b> for Shire Land	x	x	✓
<b>Memorial</b> <ul style="list-style-type: none"> <li><u>Deed Poll Registration</u>: A document lodged under the Registration of Deeds Act 1856, notifying the change of name of a person.</li> <li><u>Memorial of Advertisement</u>: A document lodged at the Office of Titles by a Local Authority evidencing that the legal requirements necessary to sell land for the non-payment of rates, have been attended to.</li> <li><u>Prohibiting dealings in land</u>: A document lodged at the Office of Titles under one of a number of statutes, which when noted on a Certificate of Title acts as a caveat.</li> </ul>	x	x	✓
Documents that fulfil a <b>statutory local government duty or power</b> , for which there is no power of delegation or authorisation and is a matter which constitutes a potential risk to the Shire.	x	x	✓
<b>Communications</b> on behalf of the Shire, with: Commonwealth or State Ministers	x	✓	✓
<b>Communications</b> on behalf of the Shire, with CEOs of: <ul style="list-style-type: none"> <li>Commonwealth or State Government Departments</li> <li>Industry representative bodies</li> </ul>	<b>Note:</b> <i>Officers are authorised to sign routine day to day operational communications where the recipient is of a similar organisational level as the Shire Officer.</i>	x	✓
<b>Communications</b> on behalf of the Shire, relevant to the day-to-day operations of the Shire and which are subject of a level of political sensitivity or potential risk to the Shire.	x	x	✓
<b>Ceremonial Certificates:</b> <ul style="list-style-type: none"> <li>Honorary Freeman</li> <li>Honorary Citizenship</li> </ul>	✓	x	x
<b>Deeds of Settlement</b> – Employee matters	x	x	✓
<b>Enterprise Bargaining Agreements</b>	x	x	✓

## 2.7 BUSINESS CONTINUITY MANAGEMENT POLICY

<b>Policy Type:</b>	Strategy & Governance
<b>Date Adopted:</b>	28 August 2019

<b>Policy No:</b>	2.7
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
1. Local Government Act 1995 (As Amended) – Part 5.

<b>Legal (Subsidiary):</b>
1. AS/NZS 5050:2010 Business Continuity

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	BUSINESS CONTINUITY MANAGEMENT POLICY
<b>Objective:</b>	<p>To provide a policy framework to:</p> <ul style="list-style-type: none"> <li>• Ensure the continuity of critical business functions;</li> <li>• Allocate Business Continuity Management (BCM) roles and responsibilities in the event of a critical incident;</li> <li>• Allocate responsibility for the implementation, monitoring and review of the BCM documentation;</li> <li>• Provide a consistent approach to BCM that is aligned to the Australian Standards; and</li> <li>• Integrate BCM within the Shire's Risk Management, Critical Incident Management, Disaster Recovery and Emergency Management frameworks.</li> </ul>

### 1.0 Definitions

**Acceptable level of performance** means the lowest acceptable level of service that can be tolerated during a disruption.

**Business continuity** means the ability of the Shire to provide service and support for its customers and maintain critical operations before, during and after a significant disruption.

**Business continuity management** means the process for managing operations during and following a disruption, to ensure that critical functions can be maintained or restored quickly with minimal impact on staff, customers and the community.

**Business continuity plan** means an approved and tested document with instructions and procedures that provides guidance on the management of operations to minimise the impact of a significant disruption.

**Business impact analysis** means a detailed risk analysis that examines the nature and extent of possible disruptions and the likelihood of the resulting consequences in order to gather information about critical functions, dependencies and resource requirements.

**Significant disruption** means a sudden, unplanned event resulting in inconvenience and disruption to operations, which requires non routine management.

## 2.0 Policy Statement

2.1 The objective of business continuity management is to minimise the impact of a disruptive event on operations and the delivery of services to the community by ensuring that the organisation develops an effective Business Continuity Framework and that relevant Business Continuity Plans are in place. Examples of disruptive events include: natural disasters; fire or flood damage to Council facilities; IT business systems failure; and telecommunications failure.

A key outcome sought from Council's Business Continuity Framework is to identify the minimum level of acceptable performance the organisation wishes to maintain in the event of a disruption, and to clearly state the infrastructure and resources required to achieve and sustain critical business objectives.

2.2 Business Continuity Plan (BCP) - collates the instructions / actions that underpin the business continuity management strategy for the Shire's critical functions. It is used to manage incidents. The BCP details continuity / interim actions to be immediately implemented to achieve the highest level of operational performance with the resources available and taking into account the specifics of the interruption situation.

2.3 The Shire's BCM framework is currently being developed but will incorporate Emergency Management, Critical Incident Management, Business Recovery and Disaster Recovery.

## 3.0 Business Continuity Management Principles

3.1 Business Continuity Management is an integral element in the Shire's Risk Management processes.

3.2 Business continuity will be managed in accord with the procedures set out in the Shire's Business Continuity Management Framework. Those procedures will include the development of a Business Continuity Plan.

## 4.0 Roles and responsibilities

4.1 Council is responsible for overseeing the management and assessment of risk across the Shire.

4.2 On the advice of the Audit and Risk Management Committee, Council will set the policy for the Shire's business continuity management.

4.3 The Deputy Chief Executive Officer is responsible for the implementation of business continuity management including the oversight of appropriate documentation, training, testing and monitoring of the BCM program.

- 4.4 The Chief Executive Officer and Deputy Chief Executive Officer are the Business Continuity Plan Owners with responsibility for ensuring that all critical functions under their responsibility are addressed in the Business Continuity Plan.
- 4.5 All Shire employees and councillors are expected to recognise the importance of business continuity, to be familiar with the provisions of this policy and to support the processes that will appropriately manage a significant disruption to the Shire's operations and business.

## 2.8 CUSTOMER SERVICE POLICY

<b>Policy Type:</b>	Strategy & Governance
<b>Date Adopted:</b>	16 December 2015

<b>Policy No:</b>	2.8
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
1. Customer Service Charter

<b>Legal (Subsidiary):</b>
1. Nil

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	CUSTOMER SERVICE POLICY
<b>Objective:</b>	<ul style="list-style-type: none"> <li>To provide guidance to staff and customers in relation to the standards of service and the process for making compliments, enquiries and requests, and complaints in relation to Council services.</li> </ul>

### 1.0 Purpose

To facilitate consistent standards of service delivery across Council and to provide a mechanism whereby compliments and complaints may be received and processed.

### 2.0 Scope

This policy covers all services provided by Council to all of its customers.

### 3.0 Policy Statement

The mission of the Shire of Gnowangerup is to demonstrate leadership in the provision of facilities infrastructure and services that meets the needs of the community. One method the Shire has employed to do this is through its Customer Service Charter.

This Customer Service Charter was developed in accordance with the requirements of the Local Government Act 1995 and outlines our commitment to customers in accordance with our mission statement, and provides a formalised process for making complaints. It outlines customers' rights, the standards customers can expect when dealing with Council and what a customer can do if dissatisfied with Council decisions or actions.

### 4.0 Our Commitment to Customer Service

The Council is committed to the provision of timely, efficient, consistent and quality services provided by polite and helpful officers that meet our customer's expectations.

The Council places great emphasis on the efficient handling of complaints. Our aim at all times is to provide a quality service. Council may not be able to provide complete satisfaction but will always be trying for the best possible solution. To achieve this, customers are encouraged to voice their complaints and from Council's perspective to work toward increasing customer satisfaction and continuously improve our services by responding to customer complaints as efficiently and effectively as possible.

#### 5.0 Who are our Customers?

A customer is any person or organisation having dealings with or using the services of the Council.

## 2.9 PERSONAL MOBILE DEVICE (INCLUDING BYOMD) POLICY

<b>Policy Type:</b>	Strategy & Governance
<b>Date Adopted:</b>	21 December 2016

<b>Policy No:</b>	2.9
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
1. Nil

<b>Legal (Subsidiary):</b>
1. Nil

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	PERSONAL MOBILE DEVICE (INCLUDING BYOMD) POLICY
<b>Objective:</b>	<ul style="list-style-type: none"> <li>To provide direction on the deployment, use and maintenance of mobile devices within the Shire of Gnowangerup so that councillors and staff are aware of their individual responsibilities in relation to the use and security of mobile devices for the transmission and storage of information, and access to the Shire of Gnowangerup's systems and infrastructure.</li> </ul>

### 1.0 Introduction

The Shire of Gnowangerup recognises the need to embrace new and emerging technologies to improve the way business is conducted and contribute to improving the way the Shire meets its business objectives.

Mobile devices are becoming a common and cost effective tool for information management and communication. In addition to the increased prevalence of mobile devices, Councillors and staff are also increasingly requesting the option of connecting their own mobile devices (Bring Your Own Mobile Device – BYOMD) to Shire equipment and networks.

### 2.0 Scope

This policy applies to all Councillors and staff.

Mobile devices covered by this policy are approved non-Shire owned devices of the following types:

- Notebook, palmtop, laptop computer equipment;
- Smartphones or PDA (Personal Digital Assistant) devices used for data storage, calendars, contacts and task lists;
- Mobile phones where mobile internet (e.g.3G/4G) technology is used for email correspondence;
- Smartphone devices capable of running third-party or downloadable applications (E.G, iPhone, iPad, Android, Blackberry, Windows Mobile, etc.) and;



- All removable media including CD/DVD, USB devices or any other type of removable media.

### 3.0 Policy Statement

Council members and staff may be permitted to connect non-Shire owned mobile devices to the Shire of Gnowangerup's infrastructure for the express purpose of receiving email, contact and calendar updates.

Permission to connect non-Shire owned mobile devices to the Shire of Gnowangerup's systems and infrastructure for the express purpose of receiving email, contact and calendar updates, can only be completed with express authorisation in writing by the CEO.

In addition to adherence to all other terms of this Policy, the use of non-Shire owned mobile devices connected to the Shire of Gnowangerup's network, requires the user's signed written acceptance and implementation of the following conditions:

- No Shire data other than mail, contacts and calendar items may be stored in the non-Shire owned devices unless expressly authorised in writing by the CEO;
- Non-Shire owned devices will not be supported by the Shire of Gnowangerup with the exception of connectivity to the Shire of Gnowangerup's services;
- The Shire of Gnowangerup will accept no liability for functionality, serviceability or performance associated with the device and any responsibility with regard to warranty will reside solely between the owner/user of the device and the supplier/manufacture; and
- The Shire of Gnowangerup reserves the right to terminate the BYOmD programs at any time and for any reason.

### 4.0 Indemnity

The Shire bears no responsibility whatsoever for any legal action threatened or commenced due to conduct and activities of Councillors and staff in accessing or using these resources or facilities. All Councillors and staff indemnify the Shire against any and all damages, costs and expenses suffered by the Shire arising out of any unlawful or improper conduct and activity, and in respect of any action, settlement or compromise, or any statutory infringement.

Legal prosecution following a breach of these conditions may result independently from any action by the Shire.

## 2.10 RELATED PARTIES TRANSACTIONS POLICY

<b>Policy Type:</b>	Strategy & Governance
<b>Date Adopted:</b>	25 October 2017

<b>Policy No:</b>	2.10
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
1. Local Government (Financial Management) Regulations 1996, Regulation 5A

<b>Legal (Subsidiary):</b>
1. Australian Accounting Standard AASB 124 Related Party Disclosures

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	RELATED PARTIES TRANSACTIONS POLICY
<b>Objective:</b>	<ul style="list-style-type: none"> <li>To ensure that the existence of certain related party relationships, related party transactions and information about the transactions, necessary for users to understand the potential effects on the Financial Statements are properly identified, recorded in Council's systems, and disclosed in Council's General Purpose Financial Statements in compliance with Australian Account Standard AASB 124.</li> </ul>

### 1.0 Background

This Policy has been developed to provide guidance in complying with the *Local Government (Financial Management) Regulations 1996, Regulation 5A*, which requires Council to prepare its General Purpose Financial Statements in compliance with Australian Accounting Standards. The relevant standard for the purpose of this Policy is *AASB 124 Related Party Disclosures*, July 2015 (AASB 124).

### 2.0 Definitions

The following definitions apply to the terms used in this policy:

**Close family members or close members of the family** means in relation to Key Management Personnel (KMP), family members who may be expected to influence, or be influenced by that KMP in their dealings with Council will include:

- That person's children and spouse or domestic partner;
- Children of that person's spouse or domestic partner; and
- Dependents of that person or that person's spouse or domestic partner.

For the purpose of AASB 124, close family members could include extended members of a family (such as, without limitation, parents, siblings, grandparents, uncles/aunts or cousins) if they could be expected to influence, or be influenced by, the KMP in their dealings with Council.

**KMP** means Key Management Personnel being person(s) having authority and responsibility for planning, directing and controlling the activities of Council. Specifically, KMP of Council are:

- a) Shire President;
- b) Other Councillors;
- c) Chief Executive Officer; and
- d) Employees designated as 'senior employees' under section 5.37 of the *Local Government Act 1995 (Deputy CEO)*.

**Ordinary citizen transactions** means transactions that an ordinary citizen would undertake with Council which is undertaken on arm's length terms and in the ordinary course of carrying out Council's functions and activities. Examples of ordinary citizen transactions assessed to be not material in nature are:

- a) Paying rates and utility charges; and
- b) Using Council's public facilities after paying the corresponding fees.

**Related party** means a person or entity that is related to Council pursuant to the definition contained in AASB 124, Paragraph 9. Examples of related parties of Council are:

- a) KMP;
- b) Close family members of KMP; and
- c) Entities that are controlled, or jointly controlled, by KMP or their close family members.

**Related party transaction** means a transfer of resources, services or obligations between the Council and a related party, regardless of whether a price is charged. Examples of related party transactions are:

- a) Purchases or sales of goods;
- b) Purchases or sales of property and other assets;
- c) Rendering or receiving of services;
- d) Rendering or receiving of goods;
- e) Leases;
- f) Transfers under licence agreements;
- g) Transfers under finance arrangements (example: loans);
- h) Provision of guarantees (given or received);
- i) Commitments to do something if a particular event occurs or does not occur in the future; and
- j) Settlement of liabilities on behalf of Council or by Council on behalf of that related party.

**Related party disclosure** means a document entitled Related Party Disclosure by Key Management Personnel in the form set out in Attachment A.

### 3.0 Policy Statement

Council, in complying with the disclosure requirements in AASB 124, will:

- a) Identify related party relationships, related party transactions and ordinary citizen transactions;

- b) Identify information about related party transactions for disclosure;
- c) Establish systems to capture and record the related party transactions and information about those transactions;
- d) Identify circumstances in which disclosure of the items in subparagraphs (a) and (b) are required; and
- e) Determine the disclosures to be made about those items in the General Purpose Financial Statements for the purposes of complying with AASB 124.

## 2.11 APPOINT ACTING CHIEF EXECUTIVE OFFICER POLICY

<b>Policy Type:</b>	Strategy & Governance
<b>Date Adopted:</b>	14 February 2018

<b>Policy No:</b>	2.11
<b>Date Last Reviewed:</b>	23 September 2020

<b>Legal (Parent):</b>
1. Local Government Act 1995, section 5.36(2)(a)

<b>Legal (Subsidiary):</b>
1. Nil

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	APPOINT ACTING CHIEF EXECUTIVE OFFICER POLICY
<b>Objective:</b>	<ul style="list-style-type: none"> <li>To provide for the appointment of the Shire's current Deputy Chief Executive Officer to perform the role of Acting Chief Executive Officer during approved absences of the Chief Executive Officer.</li> </ul>

- 1.0 In accordance with the requirements of the Local Government Act 1995, section 5.36(2)(a), Council has determined that the person appointed as the permanent incumbent to the position of Deputy Chief Executive Officer is suitably qualified to perform the role of Acting Chief Executive Officer.
- 2.0 The Shire's incumbent Deputy Chief Executive Officer is IAN GRAHAM.
- 3.0 Appointment to the role of Acting Chief Executive Officer shall be made in writing by the Chief Executive Officer for a defined period that does not exceed 3 months. A Council resolution is required for periods exceeding 3 months.
- 4.0 The Deputy Chief Executive Officer will be appointed to the role of Acting Chief Executive Officer at the discretion of the Chief Executive Officer.

## 2.12 LEGISLATIVE COMPLIANCE POLICY

<b>Policy Type:</b>	Strategy & Governance
<b>Date Adopted:</b>	28 August 2019

<b>Policy No:</b>	2.12
<b>Date Last Reviewed:</b>	N/A

<b>Legal (Parent):</b> <ol style="list-style-type: none"> <li>1. Local Government Act 1995 (As Amended) – Section 6.5.</li> <li>2. Local Government Act 1995 (As Amended) – Section 7.13.</li> </ol>
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<b>Legal (Subsidiary):</b> <ol style="list-style-type: none"> <li>1. Regulation 5, Local Government (Financial Management) Regulations 1996;</li> <li>2. Regulation 17, Local Government (Audit) Regulations 1996.</li> </ol>
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<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	LEGISLATIVE COMPLIANCE POLICY
<b>Objective:</b>	To provide a policy framework for the establishment of documented processes and procedures to ensure the local government complies with legislative requirements.

### 1.0 General

The local government will have appropriate processes and structures in place to ensure that legislative requirements are achievable and are integrated into the operations of the local government.

These processes and structures will aim to:-

- Develop and maintain a system for identifying the legislation that applies to the Shire's activities.
- Assign responsibilities for ensuring that legislation and regulatory obligations are fully implemented.
- Provide training for relevant staff, Councillors, volunteers and other relevant people in the legislative requirements that affect them.
- Provide people with the resources to identify and remain up-to-date with new legislation.
- Establish a mechanism for reporting non-compliance.
- Review accidents, incidents and other situations where there may have been non-compliance.
- Review audit reports, incident reports, complaints and other information to assess how the

systems of compliance can be improved.

## 2.0 Roles and Responsibilities

### (a) Councillors and Committee Members

Councillors and Committee members have a responsibility to be aware and abide by legislation applicable to their role.

### (b) Senior Management

Senior Management should ensure that directions relating to compliance are clear and unequivocal and that legal requirements which apply to each activity for which they are responsible are identified. Senior Management should have systems in place to ensure that all staff are given the opportunity to be kept fully informed, briefed and/or trained about key legal requirements relative to their work within the financial capacity to do so.

### (c) Employees

Employees have a duty to seek information on legislative requirements applicable to their area of work and to comply with the legislation.

Employees shall report through their supervisors to Senior Management any areas of non-compliance that they become aware of.

## 3.0 Implementation of Legislation

The local government will have procedures in place to ensure that when legislation changes, steps are taken to ensure that future actions comply with the amended legislation.

## 2.13 INTERNAL CONTROL POLICY

<b>Policy Type:</b>	Strategy & Governance
<b>Date Adopted:</b>	28 August 2019

<b>Policy No:</b>	2.13
<b>Date Last Reviewed:</b>	N/A

<b>Legal (Parent):</b>
<ol style="list-style-type: none"> <li>1. Local Government Act 1995 (As Amended) – Section 6.5.</li> <li>2. Local Government Act 1995 (As Amended) – Section 7.13.</li> </ol>

<b>Legal (Subsidiary):</b>
<ol style="list-style-type: none"> <li>1. Regulation 5, Local Government (Financial Management) Regulations 1996.</li> <li>2. Regulation 17, Local Government (Audit) Regulations 1996.</li> </ol>

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	INTERNAL CONTROL POLICY
<b>Objective:</b>	To provide a policy framework for the establishment of documented internal controls that are implemented based on risk management principles.

### 1.0 General

Systems of policies and procedures that safeguard assets, ensure accurate and reliable financial reporting, promote compliance with laws and regulations and achieve effective and efficient operations. These systems not only relate to accounting and reporting but also include communication and organisational processes both internally and externally, staff management and error handling.

### 2.0 Internal Control Framework

An appropriate and effective internal control framework is the responsibility of all employees. All employees are accountable for implementing systems, controls, processes and procedures in their own area of responsibility and will play a part in the internal control framework in differing degrees.

The Audit Committee and Council are responsible for mandating that a strong internal control framework be implemented in order to have assurance of the good governance of the organisation. The Chief Executive Officer will report regularly to the Audit Committee and Council on the review and improvement to Council's internal control framework.

### 3.0 Monitoring, Reviewing and Reporting



A monitoring and reporting system will be implemented which will provide biannual reports to management, the Audit Committee and Council on the status of Risk Management, Internal Controls and Legislative Compliance within the local government. These reports will identify specific areas for review.

## 2.14 COUNCIL BRIEFING SESSION / WORKSHOP PROTOCOLS POLICY

<b>Policy Type:</b>	Strategy & Governance
<b>Date Adopted:</b>	28 August 2019

<b>Policy No:</b>	2.14
<b>Date Last Reviewed:</b>	N/A

<b>Legal (Parent):</b>
1. Local Government Act 1995

<b>Legal (Subsidiary):</b>
1. Local Government (Administration) Regulations 1996
2. Shire of Gnowangerup Standing Orders Local Law 2016
3. Department of Local Government and Communities Operational Guideline No.5

Delegation of Authority Applicable	No
Delegation Number	N/A

Staff Procedure Applicable	No
Staff Procedure Number	N/A

ADOPTED POLICY	
<b>Title:</b>	COUNCIL BRIEFING SESSION / WORKSHOP PROTOCOLS POLICY
<b>Objective:</b>	<b>To provide a functional, transparent and legally compliant meetings framework that engages elected members in policy and strategy development, and to facilitate the opportunity for elected members to explore concepts and ideas with the assistance and collaboration of Council Officers.</b>

### 1.0 Council Briefing Session Protocols

- 1.1 Council Briefing Sessions / Workshops are intended to provide all Councillors with the opportunity to have detailed discussion on ideas and concepts for the betterment of the District, to provide succinct direction to staff on how best to progress any particular Council initiative.
- 1.2 Where a particular Council idea or concept is considered worthy of detailed Council discussion and/or deliberation, a Council Briefing Session / Workshop may be established at the discretion of the Council.
- 1.3 The Shire President shall preside at all Council Briefing Sessions / Workshops.
- 1.4 In the Shire President's absence, the Deputy Shire President shall preside at all Council Briefing Sessions / Workshops.
- 1.5 In the absence of both the Shire President and the Deputy Shire President, Councillors in attendance at the Council Briefing Session / Workshop shall elect a Councillor to preside.

- 1.6 Shire staff will, if requested to do so, prepare a Discussion Paper, which addresses all salient matters pertaining to the idea or concept to assist a Council Briefing Session / Workshop in its deliberations.
- 1.7 Where a Discussion Paper is produced for presentation at a Council Briefing Session / Workshop, a Consensus Outcome shall be recorded in a Council Briefing Session / Workshop Outcomes Schedule.
- 1.8 Any Consensus Outcome arising as a consequence of the presentation of a Discussion Paper to a Council Briefing Session / Workshop shall be tabled at the next available Council Meeting in the form of an Agenda Item, with the resultant staff recommendation reflecting the Consensus Outcome.
- 1.9 Where, at a Council Briefing Session / Workshop, a deputation from a community representative or group is accommodated, a summary of the outcomes arising from a deputation shall be recorded in the resultant Council Briefing Session / Workshop Outcomes Schedule.
- 1.10 Council Briefing Sessions / Workshops will be generally open to the public, unless the Presiding Member determines otherwise.
- 1.11 No formal decisions will be made at Council Briefing Sessions / Workshops. All outcomes arising from Council Briefing Sessions / Workshops will be by consensus agreement amongst Councillors.
- 1.12 No discussion of any nature will be permitted at Council Briefing Sessions / Workshops on any matter listed for deliberation on the Agenda prepared for the immediately following Council Meeting.
- 1.13 Elected Members, employees, consultants and other participants shall disclose their financial interests and other prescribed interests in matters to be discussed at a Council Briefing Session / Workshop. Should a person disclose an interest, they must leave the Briefing Session / Workshop for the discussion of the item.

## 2.15 PUBLIC INTEREST DISCLOSURES POLICY

<b>Policy Type:</b>	Strategy & Governance
<b>Date Adopted:</b>	28 August 2019

<b>Policy No:</b>	2.15
<b>Date Last Reviewed:</b>	N/A

<b>Legal (Parent):</b>
1. Public Interest Disclosures Act 2003.

<b>Legal (Subsidiary):</b>
1. Public Interest Disclosure Regulations 2003

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	Yes
<b>Staff Procedure Number</b>	2.6

ADOPTED POLICY	
<b>Title:</b>	PUBLIC INTEREST DISCLOSURES
<b>Objective:</b>	To facilitate and encourage the disclosure of public interest information and provide protection to those who make disclosures.

- 1.0 The principal Executive Officer, being the Chief Executive Officer of the Shire, shall comply with the following requirements under the Public Interest Disclosures Act 2003:
- 1.1 Designate the occupant of a specified position with the authority as the person responsible for receiving disclosures of public interest information.
  - 1.2 Provide protection from detrimental action or the threat of detrimental action for any employee of the public authority who makes an appropriate disclosure of public interest information.
  - 1.3 Ensure that his or her public authority complies with this Act.
  - 1.4 Ensure that his or her public authority complies with the code established by the Commissioner under Section 20.
  - 1.5 Prepare and publish internal procedures relating to the authority's obligations under this Act.
  - 1.6 Provide information annually to the Commissioner on:
    - (a) The number of public interest disclosures received by a responsible officer of the authority over the report period;
    - (b) The results of any investigations conducted as a result of the disclosures and the action, if any, taken as a result of each investigation; and
    - (c) Such other matters as are prescribed.
  - 1.7 Provide awareness training to all new employees through the induction process, in accordance with provisions of the Public Interest Act 2003.

2.0 The internal procedures relating to the Council's obligations under the Public Interest Disclosure Act 2003 are contained in the document titled "Internal Procedures - Public Interest Disclosure Guidelines".

## 2.16. COUNCILLORS PROFESSIONAL DEVELOPMENT POLICY

<b>Policy Type:</b>	Strategy & Governance
<b>Date Adopted:</b>	18 December 2019

<b>Policy No:</b>	2.16
<b>Date Last Reviewed:</b>	N/A

<b>Legal (Parent):</b>
1. Local Government Act 1995

<b>Legal (Subsidiary):</b>
1. Local Government (Administration) Regulations 1996 Regulation 35

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Work Procedure Applicable</b>	No
<b>Work Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	<b>COUNCILLORS PROFESSIONAL DEVELOPMENT POLICY</b>
<b>Objective:</b>	<b>To provide guidelines and protocols for the continuing professional development of councillors which is <u>in addition</u> to the training required for newly elected councillors after each election</b>

### 1.0 Introduction

Section 5.128 of the Local Government Act 1995 requires that a Local Government adopt a policy in relation to the continuing professional development of elected members. The adoption of the policy requires an Absolute Majority decision of Council.

**The continuing professional development of councillors which is in addition to the training required for newly elected councillors after each election (see below).**

*Local Government (Administration) Regulations 1996 – Regulation 35. Training for council members (Act s. 5.126(1))*

- (1) *A council member completes training for the purposes of section 5.126(1) if the council member passes the course of training specified in subregulation (2) within the period specified in subregulation (3).*
- (2) *The course of training is the course titled Council Member Essentials that —*
  - (a) *consists of the following modules —*
    - (i) *Understanding Local Government;*
    - (ii) *Serving on Council;*

- (iii) Meeting Procedures;*
- (iv) Conflicts of Interest;*
- (v) Understanding Financial Reports and Budgets;*
- and*

*(b) is provided by any of the following bodies —*

- (i) North Metropolitan TAFE;*
- (ii) South Metropolitan TAFE;*
- (iii) WALGA.*

*(3) The period within which the course of training must be passed is the period of 12 months beginning on the day on which the council member is elected.*

## 2.0 Ongoing Professional Development

The professional development of Councillors is an important activity of the Shire to ensure that its decision making is of the highest standard and is the product of informed and ethical debate by well trained and committed elected members acting in the best interest of all of the community.

**Definition:** “formal training event” means conferences, seminars, forums, workshops, courses and information sessions.

## 3.0 Eligible Formal Training Events

The formal training events to which this policy applies is limited to those conducted by, or organised by, any of the following organisations or individuals:

The West Australian Local Government Association (WALGA)

Local Government Professionals WA

Accredited training organisations offering training which directly relates to the role and responsibilities of councillors.

Information sessions organised by the Department of Local Government, Sport and Cultural Industries.

Seminars, training and or information sessions provided by individuals with a demonstrably strong knowledge of local government in Western Australia.

## 4.0 Funding

To provide equity in access for all elected members, an annual budget allocation of an amount per councillor will be made for ongoing professional development

The Shire President shall have an additional amount allocated in the budget for training specifically aimed at the development of Mayors and Presidents in Western Australia.

Unexpended funds for each councillor cannot be carried over into the next financial year.

#### 5.0 Choice of Formal Training Event

Councillors wishing to attend a formal training event should indicate to the President or CEO the wish to be enrolled in the event. This advice should be in a timely manner so that bookings and other arrangements can be made, and so that the proposed event can be determined as meeting the eligible status described above, and that the councillor making the application has sufficient allocated funds to attend.

#### 6.0 Interstate Formal Training Events

Attendance at interstate training events is at the discretion of Council and needs to be funded from a "Governance – Conference Account" which will have an annual allocation in the budget primarily for the attendance of Councillors and the CEO at the WALGA Annual General Meeting and Convention held in Perth each year.

#### 7.0 General

Where necessary travel, accommodation and other related costs will be met from the budget allocations for training.

International Training Events will not be considered by Council.

#### 8.0 Review

Section 5.128 (5) of the Local Government Act 1995 **requires** that this policy be reviewed after each ordinary election, and at any other time that Council wishes to carry out a review.



## 2.17. ATTENDANCE AT EVENTS POLICY

<b>Policy Type:</b>	Strategy & Governance
<b>Date Adopted:</b>	25 March 2020

<b>Policy No:</b>	2.17
<b>Date Last Reviewed:</b>	25 March 2020

<b>Legal (Parent):</b>  2. Local Government Act 1995
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<b>Legal (Subsidiary):</b>  1. Department of Local Government, Sport and Cultural Industries Local Government Operational Guidelines 'Attendance at Events Policy', December 2019
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<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Work Procedure Applicable</b>	No
<b>Work Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	<b>ATTENDANCE AT EVENTS POLICY</b>
<b>Objective:</b>	<b>The purpose of this policy is to establish guidelines for appropriate disclosure and management of acceptance of invitations to events or functions, or other hospitality occasions, where Elected Members and CEO are invited free of charge, whether as part of their official duties as Council or Shire representatives or not.</b>

### 1.0 Policy Scope

Section 5.90A of the Local Government Act 1995 provides that a local government must prepare and adopt an Attendance at Events policy.

This policy is made in accordance with those provisions.

This policy addresses attendance at any events, including concerts, conferences, functions or sporting events, whether free of charge, part of a sponsorship agreement, or paid by the local government. The purpose of the policy is to provide transparency about the attendance at events of Council members and the Chief Executive Officer (CEO).

Attendance at an event in accordance with this policy will exclude the gift holder from the requirement to disclose an interest if the ticket is above \$300 and the donor has a matter before Council. Any gift received that is less than \$300 (either one gift or cumulative over 12 months from the same donor) also does not need to be disclosed as an interest. Receipt of the gift will still be required under the gift register provisions.

The following situations are specifically excluded where the event ticket (gift) is received from one of the following organisations (authorised in advance):

- WALGA (but not LGIS)
- Local Government Professionals Australia (WA)
- Australian Local Government Association
- A department of the public service
- A government department of another State, a Territory or the Commonwealth
- A local government or regional local government
- VROC
- Advocacy lobbying or Ministerial briefings
- Meetings of clubs or organisations within the Shire Of Gnowangerup
- Any free event held within the Shire of Gnowangerup
- Australian or West Australian Local Government events
- Events hosted by Clubs or Not for Profit Organisations within the Shire of Gnowangerup to which the Shire President, Elected Member or Chief Executive Officer has been officially invited
- Shire of Gnowangerup hosted ceremonies and functions
- Shire of Gnowangerup hosted events with employees
- Shire of Gnowangerup run tournaments or events
- Shire of Gnowangerup sponsored functions or events
- Community art exhibitions
- Cultural events/festivals
- Events run by a Local, State or Federal Government
- Events run by schools within the Shire of Gnowangerup
- Shire President professional bodies associated with local government at a local, state and federal level
- Opening or launch of an event or facility within the Shire of Gnowangerup
- Recognition of Service events

The gift is still required to be recorded on the “gift register”.

## 2.0 Legislation

### 5.90A. Policy for attendance at events

(1) *In this section —*

**event** *includes the following —*

- (a) *a concert;*
- (b) *a conference;*
- (c) *a function;*
- (d) *a sporting event;*
- (e) *an occasion of a kind prescribed for the purposes of this definition.*

(2) *A local government must prepare and adopt\* a policy that deals with matters relating to the attendance of Council members and the CEO at events, including —*

- (a) *the provision of tickets to events; and*
- (b) *payments in respect of attendance; and*

- (c) *approval of attendance by the local government and criteria for approval; and*
- (d) *any prescribed matter.*

*\* Absolute majority required.*

- (3) *A local government may amend\* the policy.*

*\* Absolute majority required.*

- (4) *When preparing the policy or an amendment to the policy, the local government must comply with any prescribed requirements relating to the form or content of a policy under this section.*
- (5) *The CEO must publish an up-to-date version of the policy on the local government's official website.*

#### **5.87A. Council Member to disclose gifts**

- (1) *A Council member must disclose, in accordance with subsection (2) and section 5.87C, a gift received by the Council member.*  
*Penalty for this subsection: a fine of \$10 000 or imprisonment for 2 years.*
- (2) *The disclosure must be made in writing to the CEO.*
- (3) *A person does not commit an offence against subsection (1) if —*
  - (a) *the amount of the gift does not exceed the amount prescribed for the purposes of this paragraph; or*
  - (b) *the gift is not received by the person in their capacity as a Council member.*
- (4) *For the purposes of subsection (3)(a), if the gift is 1 of 2 or more gifts made by 1 person to the Council member at any time during a year, the amount of the gift is the sum of the amounts of those 2 or more gifts.*
- (5) *For the purposes of subsection (3)(b), the gift is not received by the person in their capacity as a Council member if it is a gift that the person would have received even if the person were not a Council member.*

#### **5.87B. CEO's to disclose gifts**

- (1) *A CEO must disclose, in accordance with subsection (2) and section 5.87C, a gift received by the CEO.*  
*Penalty for this subsection: a fine of \$10 000 or imprisonment for 2 years.*
- (2) *The disclosure must be made in writing to the mayor or president.*
- (3) *A person does not commit an offence against subsection (1) if —*
  - (a) *the amount of the gift does not exceed the amount prescribed for the purposes of this paragraph; or*
  - (b) *the gift is not received by the person in their capacity as the CEO.*

- (4) *For the purposes of subsection (3)(a), if the gift is 1 of 2 or more gifts made by 1 person to the CEO at any time during a year, the amount of the gift is the sum of the amounts of those 2 or more gifts.*
- (5) *For the purposes of subsection (3)(b), the gift is not received by the person in their capacity as the CEO if it is a gift that the person would have received even if the person were not the CEO.*

### **3.0 Invitations**

- a) All invitations or offers of tickets for a Council member or CEO to attend an event should be in writing and addressed to the CEO or Shire President of the Shire of Gnowangerup.
- b) Any invitation or offer of tickets not addressed to the CEO or Shire President of the Shire of Gnowangerup is not captured by this policy and must be disclosed in accordance with the gift and interest provisions in the Act.
- c) A list of events and attendees authorised by the local government in advance of the event is listed under *1.0 Policy scope*.

### **4.0. Approval Process**

Where an invitation is received to an event that is not pre-approved, it may be submitted for approval in writing no later than three business days prior to the event for approval as follows:

- Events for the Shire President will be approved by the Deputy Shire President;
- Events for Councillors will be approved by the Shire President; and
- Events for the CEO will be approved by the Shire President.

### **5.0 Considerations for approval of the event include:**

- who is providing the invitation or ticket to the event,
- the location of the event in relation to the local government (within the district or out of the district),
- the role of the Council member or CEO when attending the event (participant, observer, presenter) and the value of their contribution,
- whether the event is sponsored by the local government,
- the benefit of local government representation at the event,
- the number of invitations / tickets received,
- the cost to attend the event, including the cost of the ticket (or estimated value of the event per invitation) and any other expenses such as travel and accommodation,
- alignment to the Shire's Strategic Objectives; and
- the number of Shire representatives already approved to attend.

Where an Elected Member and/or the Chief Executive Officer has an event approved through this process and there is a fee associated with the event, including for attendance of a partner, then the cost of the event is to be paid for out of the Shire's budget.

## **6.0 Non-Approved Events**

Any event that is not pre-approved, is not submitted through an approval process, or is received personally is considered a non-approved event.

If the event is a free event to the public then no action is required.

If the event is ticketed and the Elected Member or Chief Executive Officer pays the full ticketed price and does not seek reimbursement then no action is required.

If the event is ticketed and the Elected Member or Chief Executive Officer pays a discounted rate or is provided with a free ticket then the recipient must disclose receipt of the tickets (and any other associated hospital

# 3. HUMAN RESOURCES & COMMUNICATION

## 3.1 TRAINING AND DEVELOPMENT POLICY

<b>Policy Type:</b>	Human Resources & Communication
<b>Date Adopted:</b>	28 October 2015

<b>Policy No:</b>	3.1
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
1. Local Government Industry Award

<b>Legal (Subsidiary):</b>
1. Nil

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	Yes
<b>Staff Procedure Number</b>	3.4

ADOPTED POLICY	
<b>Title:</b>	TRAINING AND DEVELOPMENT POLICY
<b>Objective:</b>	<ul style="list-style-type: none"> <li>To provide a framework for the ongoing training and development of the organisation's employees.</li> </ul>

1.0 As an organisation, training is viewed by the Shire of Gnowangerup as an important aspect of Work Force Planning, and is not an ad hoc arrangement.

2.0 The Shire of Gnowangerup is committed to:

- The development and improvement of its employees' competencies through training;
- Ensuring that employees meet the regulatory compliance requirements of positions;
- Assisting employees with their career aspirations where practicable;
- Ensuring that training for compliance will take precedence over all other training; and
- Recruiting and motivating staff using training as an incentive.

3.0 The Shire will support employees, where practicable, to attend appropriate conferences, seminars and training programs relating to their individual function and responsibilities as detailed in position descriptions and their individual Training and Development Plan.

## 3.2 DISPUTE RESOLUTION AND GRIEVANCE POLICY

<b>Policy Type:</b>	Human Resources & Communication
<b>Date Adopted:</b>	22 June 1998

<b>Policy No:</b>	3.2
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
<ol style="list-style-type: none"> <li>1. Local Government Industry Award.</li> <li>2. Operational Works Crew Enterprise Agreement</li> </ol>

<b>Legal (Subsidiary):</b>
<ol style="list-style-type: none"> <li>1. Nil</li> </ol>

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	Yes
<b>Staff Procedure Number</b>	3.3

ADOPTED POLICY	
<b>Title:</b>	DISPUTE RESOLUTION AND GRIEVANCE POLICY
<b>Objective:</b>	To provide employees with a means by which to resolve disputes and grievances.

- 1.0 The Shire of Gnowangerup (SOG) recognises the value of maintaining a positive workplace. Key to this is providing clear information about how grievances, disputes and allegations of serious misconduct are defined and managed on a case by case basis in a fair and reasonable manner.
- 2.0 The CEO shall ensure that a Grievance Procedure is implemented and reviewed.
- 3.0 Where possible, and in accordance with relevant awards and enterprise bargaining agreements, disputes and grievances between employees and the Shire will be resolved at site level.
  - 3.1 Leading Hands, Supervisors, and Managers should be provided with the opportunity to resolve issues through the proper channels.
- 3.0 Where appropriate, and at the employee's request, Union Delegates will assist in the resolution of a dispute.
- 4.0 If at any stage the issue escalates to a stage where Union Officials become involved, the Deputy CEO must be informed.
- 5.0 Without prejudice to either party, work should continue in accordance with normal practices while the matters in dispute are being dealt with. If the situation is untenable, the Deputy CEO may elect to authorise alternative arrangements.

### 3.3 EMPLOYEE STUDY ASSISTANCE POLICY

<b>Policy Type:</b>	Human Resources & Communication
<b>Date Adopted:</b>	28 October 2015

<b>Policy No:</b>	3.3
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
<ol style="list-style-type: none"> <li>1. Local Government Industry Award.</li> <li>2. Operational Works Crew Enterprise Agreement</li> </ol>

<b>Legal (Subsidiary):</b>
<ol style="list-style-type: none"> <li>1. Nil</li> </ol>

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	EMPLOYEE STUDY ASSISTANCE POLICY
<b>Objective:</b>	To provide a policy framework for employees who endeavour to further their education (as it relates to their position) through the provision of a financial subsidy and time off for study.

- 1.0 Study assistance relates to any qualification gained through University/TAFE (or Technical Institute)/College which is nationally recognised.
- 2.0 Permanent employees who have completed their probationary period may be eligible for study assistance.
- 3.0 Approval may be granted only where there is clear relevance between current or prospective duties and the studies to be undertaken.
- 4.0 Applications for study assistance must be made annually.
- 5.0 The Shire will allocate in the Annual Budget a sum to assist with the costs associated with employee study assistance.
- 6.0 Financial Assistance
  - 6.1 The Shire will consider reimbursement to the maximum value of \$500 or up to \$1000 at CEO's discretion in any year for a first degree or education through a recognised provider (e.g. University or TAFE):
    - (a) Authorisation prior to commencement of the program is required, in order that the contents of the program can be assessed to ascertain the relevance to current work duties and responsibilities;
    - (b) Employees must pay for the approved unit(s) up front and pass the unit(s), prior to any reimbursement claim being made; and



- (c) In order to claim reimbursement, employees must complete the study assistance claim form, provide the receipt of payment and a transcript of results obtained.

6.2 Council will not reimburse Higher Education Contribution Payments (HECS), or payments made under the Post Graduate Education Loan Scheme (PELS).

## 7.0 Time Off For Study

7.1 The Shire will consider up to five (5) hours per week, paid time off for employees who wish to gain higher education through a recognised provider (i.e. University or TAFE):

- (a) For time off to study to be approved, employees must satisfy the Shire that all endeavours have been made to study outside working hours, e.g. evening classes, correspondence, etc and that rostered days off are being utilised (this may include a change to the rostered day off in order to accommodate study hours);
- (b) The five (5) hours per week shall include travel time to and from the place of study;
- (c) Reasonable time for examinations will be considered;
- (d) A study assistance application form must be completed and approved prior to time off for study being commenced; and
- (e) Time off is offered as an alternative to financial assistance and must be applied for on an annual basis.

7.2 The process currently in place for staff to apply for this benefit will ensure the above requirements are met and therefore will enable the benefit to be provided as an exempt fringe benefit

## 3.4 OCCUPATIONAL SAFETY AND HEALTH POLICY

<b>Policy Type:</b>	Human Resources & Communication
<b>Date Adopted:</b>	28 October 2015

<b>Policy No:</b>	3.4
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
<ol style="list-style-type: none"> <li>Occupational Safety &amp; Health Act 1984.</li> <li>Occupational Safety &amp; Health Regulations 1996</li> </ol>

<b>Legal (Subsidiary):</b>
<ol style="list-style-type: none"> <li>Australian Standards 4801</li> <li>Codes of Practice</li> </ol>

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	OCCUPATIONAL SAFETY AND HEALTH POLICY
<b>Objective:</b>	<b>To:</b> <ul style="list-style-type: none"> <li>Improve work safety conditions;</li> <li>Continuously review and improve the Shire's safety performance;</li> <li>Ensure the Shire's safety and health obligations are met; and</li> <li>Ensure safety and health is given priority when managing our operations.</li> </ul>

1.0 The Shire of Gnowangerup is committed to creating and maintaining a safe and healthy place to work.

2.0 The Shire:

- values its employees, volunteers and contractors;
- will aim to ensure all its employees, volunteers and contractors work safely so that the safety and health of community members and visitors is not adversely affected by what the Shire does;
- believes that good performance of occupational safety and health practices is essential to everyone's well-being; and
- will regularly review its Occupational Safety and Health Management Plan and this Policy.

3.0 Responsibilities

3.1 Management

All managers and supervisors are expected to:

- lead by good example, create, adopt and maintain safe work practices and behaviours that lend to safe and healthy work environments;
- resource the workplace and the employees so they can operate safely;
- remove barriers that could prevent a safe and healthy environment;

- (d) promote and maintain standards defined by our Safety Management Plan and Occupational Safety and Health legislation.

### 3.2 Employees and Volunteers

All employees and volunteers are expected to:

- (a) lead by good example, participate in safe work practices and behaviours that lend to safe and healthy work environments;
- (b) work respectfully and foster professional and healthy relationships with fellow team members and co-workers;
- (c) follow work procedures and instructions that will assist in meeting the objectives of this Policy;
- (d) follow the training they have been provided with, in order to work safely; and
- (e) report on hazards, incidents and safety concerns within the procedures of the Safety Management Plan.

### 3.3 All contractors are expected to:

- (a) work within their own Safety Management Plans and to liaise with the Shire about its Safety Management Plan when the contractor and the Shire share workspaces and areas;
- (b) work with the Shire in identifying and reporting on hazards, incidents and safety concerns;
- (c) work respectfully in the Shire's work environment and foster professional and healthy relationships with Shire employees, volunteers and other Shire engaged contractors;
- (d) represent positive, safe and healthy practices as contractors to the community when working for the Shire.

### 3.5 HARASSMENT, BULLYING AND ANTI-DISCRIMINATION POLICY

<b>Policy Type:</b>	Human Resources & Communications
<b>Date Adopted:</b>	28 October 2015

<b>Policy No:</b>	3.5
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
<ul style="list-style-type: none"> <li>3. Equal Opportunity Act 1992</li> <li>4. Local Government Act 1995</li> <li>5. Discrimination Act 1991</li> <li>6. Sex Discrimination Act 1984</li> <li>7. Racial Discrimination Act 1980</li> <li>8. Disability Discrimination Act 1992</li> </ul>

<b>Legal (Subsidiary):</b>
<ul style="list-style-type: none"> <li>1. Disability Discrimination Regulations 1996</li> <li>2. Occupational Safety and Health Act 1984</li> </ul>

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	Yes
<b>Staff Procedure Number</b>	3.12

ADOPTED POLICY	
<b>Title:</b>	HARASSMENT, BULLYING AND ANTI-DISCRIMINATION POLICY
<b>Objective:</b>	To outline the Shire's position on the provision of a healthy work environment founded upon the elimination of harassment, discrimination and victimisation (including bullying) in regard to sex, race, disability, sexual orientation, gender history, age religion, pregnancy, physical impairment, trade union association, social origin/culture or political beliefs.

#### 1.0 Definitions

- 1.1 Harassment is defined as uninvited unwelcome attention, either physical or non-physical behaviour, gestures or verbal communication, interpreted by the receiver as offensive or unpleasant. This may also constitute bullying. This may be direct or indirect.
- 1.2 Discrimination is defined as when an individual is treated (or believes they are being treated) less favourably than another individual or group because of an attributed personal characteristic or trait. This may be direct or indirect.
- 1.3 Victimisation is defined as when an individual is singled out and subjected to suffering or ill treatment (either physical or non-physical) often in the pursuit of individual gain. This may also constitute bullying. This may be direct or indirect.
- 1.4 Bullying is defined as repeated and unreasonable behaviour directed towards an employee or a group of employees that creates a risk to health and safety. Unreasonable behaviour amounts to

behaviour that a reasonable person in the circumstances would see as unreasonable including behaviour that is victimising, humiliating, intimidating or threatening.

- 2.0 The Shire has a right to take reasonable management action to direct the way in which work is conducted and to give employees lawful and reasonable directions to complete work in a certain manner.
- 3.0 The Shire of Gnowangerup will endeavour to:
  - (a) provide all workplace participants with a workplace free from discrimination, sexual harassment and bullying;
  - (b) provide and maintain safe systems of work;
  - (c) provide a fair and effective procedure to investigate and resolve complaints of sexual harassment, discrimination and bullying;
  - (d) treat all employees fairly; and
  - (e) take suitable disciplinary action against any employee who is found to have sexually harassed, discriminated, bullied or victimised another employee.
- 4.0 Employees are to be encouraged and supported by their immediate Manager/Supervisor to report incidents of harassment/discrimination/victimisation, regardless of whether or not they wish to take action against the offender.
- 5.0 When an issue of harassment/discrimination/victimisation is reported to a Supervisor or Manager, the incident must be reported to the Chief Executive Officer, unless the complainant has expressed a desire for the issue not to be reported.
- 6.0 All matters of reported harassment/discrimination/victimisation will be dealt with in accordance with the Shire's 'Workplace Harassment and Bullying Procedure', and in a manner ensuring the utmost discretion, confidentiality and sensitivity towards the individual(s) concerned.
- 7.0 Procedures followed in a reported case of harassment/discrimination/victimisation, will be based on three strategies:
  - 7.1 To assist the complainant in responding to the perpetrator personally.
  - 7.2 Investigation of the incident. This may involve interviewing several parties and may result in a mediated/facilitated discussion between the parties.
  - 7.3 In cases of a serious nature, disciplinary action and or possible termination may occur.

## 3.6 STAFF HOUSING POLICY

<b>Policy Type:</b>	Human Resources & Communication
<b>Date Adopted:</b>	16 December 2015

<b>Policy No:</b>	3.6
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
1. Residential Tenancies Act 1987.

<b>Legal (Subsidiary):</b>
1. Nil

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	STAFF HOUSING POLICY
<b>Objective:</b>	To support the attraction and retention of staff with the requisite skills and qualifications.

### 1.0 Housing Eligibility

All housing allocations are approved and managed by the Chief Executive Officer.

### 2.0 Housing Allocation

Housing is allocated to designated positions within the workforce and shall be determined predominately on a hierarchical basis or for positions that have traditionally been difficult to attract interest or are critical to the operations of the Shire. In exceptional circumstances the Chief Executive Officer may take into account personal requirements of the employee and/or the significance of the position for the ongoing operations of the organisation.

### 3.0 Housing Subsidy

3.1 Rental assistance for renting of private properties may be considered at the sole discretion of the Chief Executive Officer.

3.2 Where an employee is entitled to a Council house but has alternate housing arrangements, Council may pay an annual Housing Allowance. Where an employee was originally offered a Council house with the advertised position but had alternate housing arrangements, Council will endeavour to provide housing for that employee if their circumstances change.

### 4.0 Water Subsidy for Council Owned Housing

Water Corporation rates and usage for Council owned houses will be covered by the Shire of Gnowangerup on the understanding that the gardens and surrounds be well kept. All other utilities will be the responsibility of the tenant.

## 5.0 Tenancy Agreement

All employees are required to sign a Residential Tenancy Agreement at the commencement of any housing rental arrangement.

### 3.7 OSH CONTRACTORS MANAGEMENT POLICY

<b>Policy Type:</b>	Human Resources & Communication
<b>Date Adopted:</b>	16 December 2015

<b>Policy No:</b>	3.7
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
<ol style="list-style-type: none"> <li>Occupational Safety &amp; Health Act 1984.</li> <li>Occupational Safety &amp; Health Regulations 1996</li> <li>Worker's Compensation and Injury Management Act 1981</li> </ol>

<b>Legal (Subsidiary):</b>
<ol style="list-style-type: none"> <li>Australian Standards 4801</li> <li>Codes of Practice</li> </ol>

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	OSH CONTRACTORS MANAGEMENT POLICY
<b>Objective:</b>	To assist Shire of Gnowangerup (SOG) Officers in addressing the issue of managing contractor safety.

#### 1.0 Introduction

This document is provided for Contractors and SOG Officer's use as a guide on the information to be provided by Contractors and items to be placed within the contractual tender or arrangement.

The Shire of Gnowangerup has a statutory obligation to fulfil its primary duty of care under the *Occupational Safety and Health Act 1984*, the *Occupational Safety and Health Regulations 1996*, and extending to the *Worker's Compensation and Injury Management Act 1981*, to provide a healthy, safe and productive working environment for all employees, and other people (including Contractors) that may be exposed to SOG's undertakings.

#### 2.0 Legal Responsibility

As stated in the introduction of this document, the SOG has a Primary duty of care, as prescribed in section 23D of the *Occupational Safety and Health Act 1984*, to ensure that any person, while engaged in undertaking CONTRACT WORKS for the Shire, suffers no harm.

*CONTRACT WORKS will have the meaning throughout this document as being specific works that the Contractor has been engaged to complete on behalf of the Shire of Gnowangerup*



Contractors have an equal safety legal responsibility to ensure they, and their employees and subcontractors employees work in a safe manner, and comply with Occupational Safety and Health (OSH) legislation and Shire policies and procedures.

It is important to remember that:

- (a) Assigning by contract does not remove the individual statutory duty of care obligations under the OSH legislation, i.e. OSH cannot be outsourced.
- (b) More than one party may have duty of care obligations for OSH at any one time.
- (c) It is no defence to argue that other parties have compromised your capacity to adequately address OSH responsibilities.

Throughout this document there are many procedures that SOG Manager's and Contractors need to follow to ensure that they are fulfilling their OSH statutory duty of care obligations.

<b>Shire of Gnowangerup (SOG)</b>	<b>Contractor</b>
Advise contractors on identifying and eliminating site risks; review contractor project safety plan; induct contractor; and conduct regular checks.	Identify, assess and manage project risks; induct all visitors and employees; train, brief and supervise all project employees; and report and record all incident(s) as soon as possible as per legislative requirements.
Appoint a principal Contractor for high-risk construction projects, if required.	Ensure all project employees have appropriate construction tickets/licenses; and comply with project safety rules as per legislative requirements.

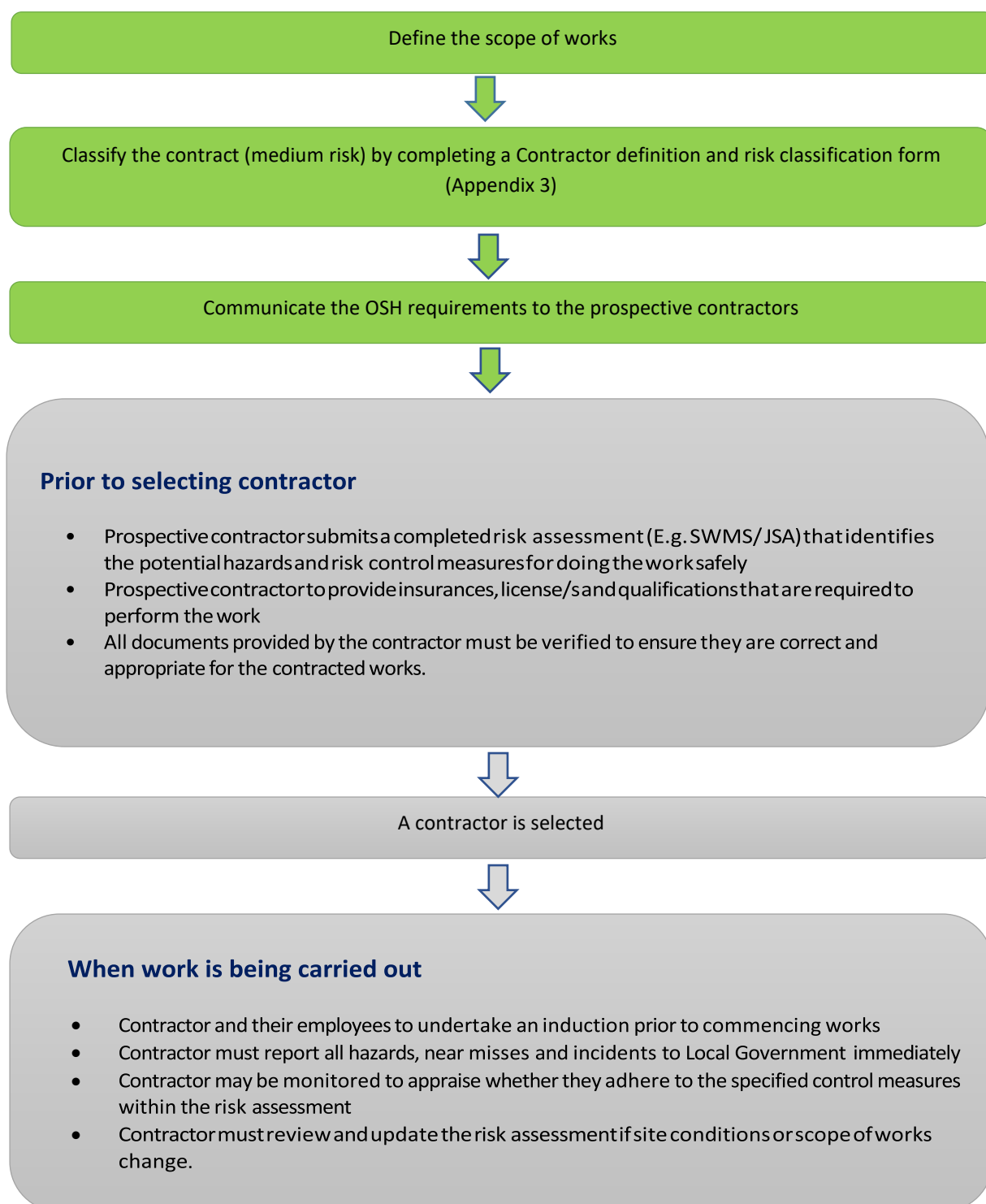
### 3.0 Determining the Level of Risk – High, medium or Low?

SOG manages a very broad range of contracts. The contracts vary in the level of risk, the duration of the contract and the value of the contract. There is a need to distinguish between high, medium and low risk contracts and develop a practical approach to managing contractors. Irrespective of the elements of the contract, the defined difference between the types of contracts does not reduce the safety and health obligations on Contractors or the SOG under the OSH legislation.

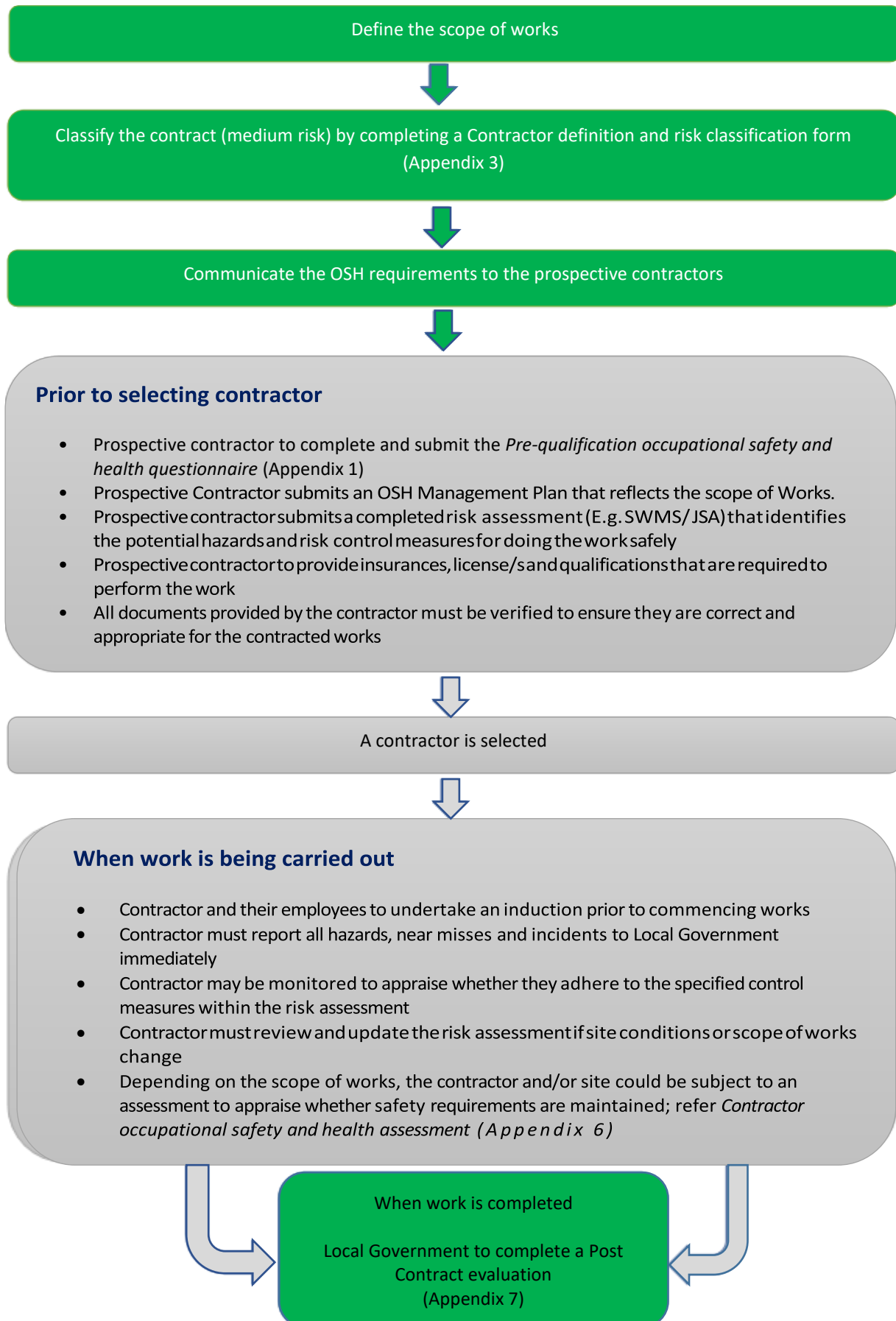
It is imperative to establish the level of risk associated with a contract. The level of risk associated with the contract will determine what documentation the SOG is required to receive from the contractor **before** the contract commences. The level of risk will also have potential implications upon public liability and Workers' Compensation responsibilities.

The following risk flowcharts should be used to establish the level of risk and which documentation is to be provided by the Contractor to the SOG.

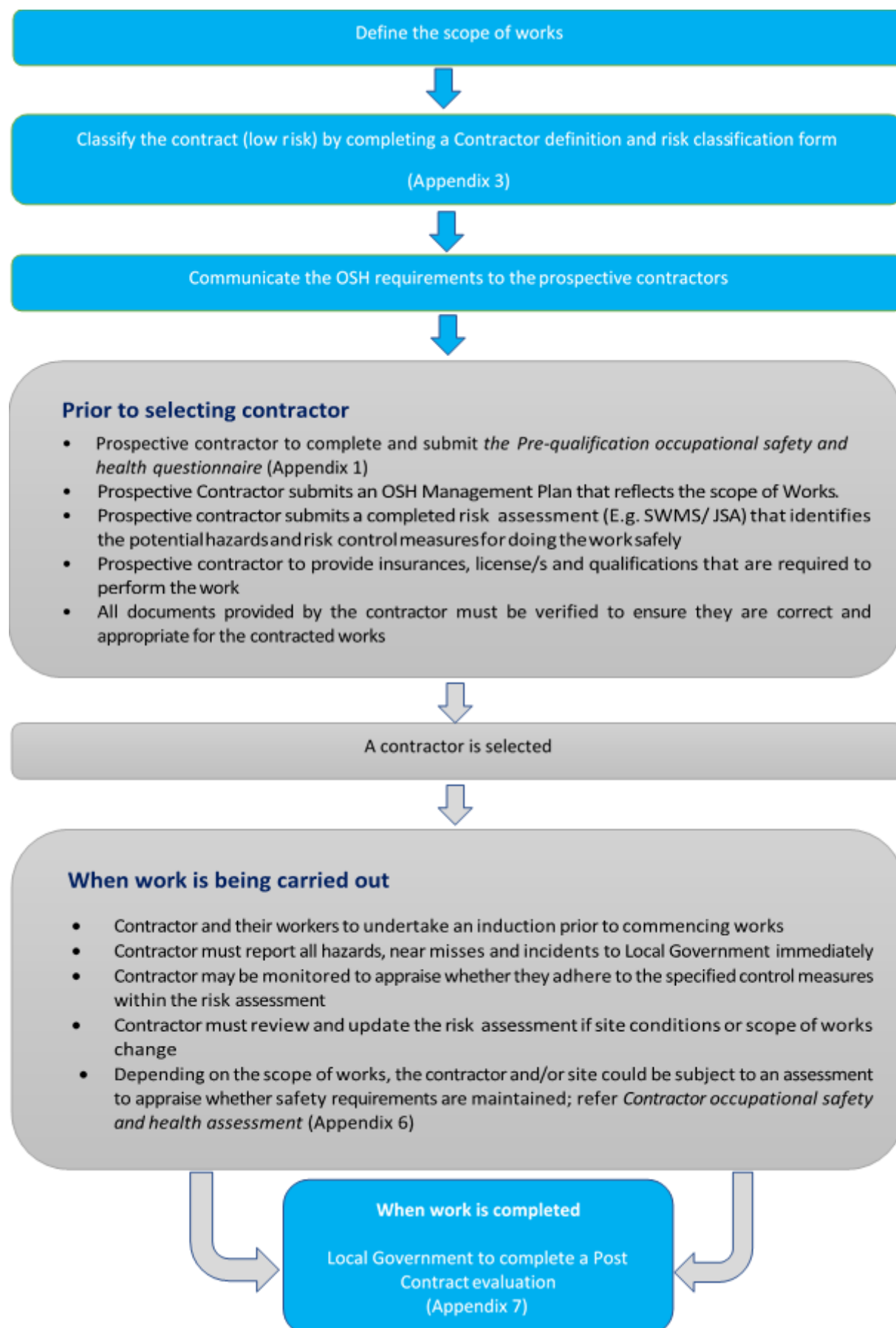
## LOW RISK CONTRACTS FLOWCHART



## MEDIUM RISK CONTRACT FLOWCHART



## HIGH RISK CONTRACTS FLOWCHART



**It is important to clearly define the contract type. If you are not sure how to define a contract, please contact the Shire's Risk Coordinator.**

Also, at the completion of the contract term, the contractor is required to sign an incident record form or provide a declaration letter with company letterhead stating that there were no incidents or injuries throughout the duration of the contract. Or, if there were incidents or injuries, a copy of the incident report must be forwarded to the Manager responsible and the Shire's Risk Coordinator. This record must be kept in case a contractor returns to the SOG to claim Workers' Compensation.

#### 4.0 Contractor Occupational, Safety and Health Responsibilities

All contractors need to undergo and follow the safety and health procedures contained within this document, and in compliance with the *Occupational Safety and Health Act 1984*, *Occupational Safety and Health Regulations 1996*, and the *Worker's Compensation and Injury Management Act 1981*.

Most of the procedures below will apply to all contracts. However, there will be circumstances where some procedures will not need to be fulfilled. For example, if someone was to tender for a cleaner to clean an administration building, they will not need to adhere to a Motor Vehicle Movement Plan.

#### 4.1 Demonstrated evidence of OSH Management System

##### 4.1.1 OSH Management Plan

The successful Contractor for a medium or high-risk contract will be required to submit an Occupational Safety and Health Management Plan for the work **prior** to commencing the contract, addressing site specific OSH issues relevant to the contract. The OSH Management Plan will document the safe work methods to effectively manage the identified risks.

It is the duty of the principal contractor to prepare an OSH Management Plan for construction projects in accordance with Regulation 3.142 of the *OSH Regulations 1996*.  
**THE SHIRE OF GNOWANGERUP REQUIRES THIS INFORMATION FOR ALL MEDIUM AND HIGH-RISK CONTRACTS.**

##### 4.1.2 Risk Assessments

SOG will require the contractor to undertake work site risk assessment(s) for the described works prior to commencement. The initial risk assessment should be undertaken in consultation with the Shire Officer deemed to be responsible for the contract.

This process needs to be documented stating who undertook the risk assessment. The assessment is to help identify the hazards and the controls that needs to be implemented to control the associated risk of the identified hazards. In addition to this requirement the risk assessments are to be used to develop Safe Work Method Statements (SWMS) (see 4.3).

Please complete the **CONTRACT DEFINITION AND RISK CLASSIFICATION FORM** (Appendix 3) as part of your risk assessment. The Risk Matrix below should be used when completing Risk Classification Form.

The following Risk Matrix should be used to classify your risk

## Risk Matrix

RISK MATRIX						
CONSEQUENCE						
LIKELIHOOD		Insignificant (1)	Minor (2)	Moderate (3)	Major (4)	Catastrophic (5)
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

## Risk Acceptance Criteria

Risk rank	Description	Criteria
LOW (1-4)	Acceptable	Risk acceptable with adequate controls, managed by routine procedures and subject to annual monitoring
MODERATE (5-9)	Monitor	Risk acceptable with adequate controls, managed by specific procedure and subject to semi-annual monitoring
HIGH (10-16)	Urgent attention required	Risk acceptable with excellent controls, managed by senior management/executive and subject to monthly monitoring
EXTREME (17-25)	Unacceptable	Risk only acceptable with excellent controls and all treatment plans to be explored and implemented where possible, managed by highest level of authority and subject to continuous monitoring

# Consequence Table

The following is a guide to determining consequence.

Level & descriptor	Health	Financial Impact	Service Interruption	Compliance	Reputational	Property	Environment
Insignificant (1)	First aid injuries	Less than \$5,000	No material service interruption	No noticeable regulatory or statutory impact	Unsubstantiated, low impact, low profile or "no news" item	Inconsequential damage	Contained, reversible impact managed by on-site response
Minor (2)	Medical type injuries	\$5,001 - \$15,000	Short term temporary interruption – backlog cleared <1 day	Some temporary non-compliances	Substantiated, low impact, low news item	Localised damage rectified by routine internal procedures	Contained, reversible impact managed by internal response
Moderate (3)	Lost time injury <30 days	\$15,001 - \$50,000	Medium term temporary interruption – backlog cleared by additional resources <1 week	Short term non-compliance but with significant regulatory requirements imposed	Substantiated, public embarrassment, moderate impact, moderate news profile	Localised damage requiring external resources to rectify	Contained, reversible impact managed by external agencies
Major (4)	Lost time injury >30 days	\$50,001 - \$250,000	Prolonged interruption of services – additional resources, performance affected <1 month	Non-compliance results in termination of services or imposed penalties	Substantiated, public embarrassment, high impact, high news profile, third party actions	Significant damage requiring internal & external resources to rectify	Uncontained reversible impact managed by a coordinated response from external agencies
Catastrophic (5)	Fatality, permanent disability	More than \$250,000	Indeterminate prolonged interruption of services – non-performance >1 month	Non-compliance results in litigation, criminal charges or significant damages or penalties	Substantiated, public embarrassment, very high multiple impacts, high widespread multiple news profile, third party actions	Extensive damage requiring prolonged period of restitution. Complete loss of plant, equipment and building	Uncontained irreversible impact



# Likelihood Table

The following can be used as a guide for determining likelihood.

Rating	Description	Likelihood of Occurrence	Frequency
5	Almost Certain	The event is expected to occur in most circumstances	More than once per year
4	Likely	The event will probably occur in most circumstances	At least once per year
3	Possible	The event should occur at some time	At least once in 3 years
2	Unlikely	The event could occur at some time	At least once in 10 years
1	Rare	The event may only occur in exceptional circumstances	Less than once in 15 years

#### 4.1.3 Hazard Identification

During risk assessment Contractors will need to identify the hazards associated with all tasks to be undertaken and continually undertake risk assessments for the duration of the CONTRACT WORKS. The following is a guide of hazards that may be identified:

- (a) Physical hazards: noise, manual handling, working from heights, excavations,
- (b) Chemical hazards: possible inhalation, absorption by skin contact, indigestion,
- (c) Electrical hazards: underground cabling, overhead power lines,
- (d) Biological hazards: needle stick injury, handling of wastes, infections,
- (e) Radiation hazards: UVR from the sun, UV lights, lasers,
- (f) Psychological hazards: conditions that may lead to stress.

#### 4.1.4 Hazard Identification and Reporting

Contractors are required to identify and eliminate any hazard that may cause harm to an employee, so far as reasonably practicable, and if elimination is not reasonably practicable, then minimise this hazard so far as reasonably practicable for any hazards that may arise during the CONTRACT WORKS.

Contractors must report and communicate all new significant hazards that arise whilst undertaking CONTRACT WORKS to the relevant SOG Officer immediately.

As per regulation 3.141 of the *Occupational Safety and Health Regulation 1996* the Contractor must keep record of the following:

- Information relating to:
  - identification of hazards to which a person at the construction site is likely to be exposed to; and
  - assessing the risk of injury or harm to a person resulting from those hazards; and
  - considering the means by which the risk may be reduced.
- The level of detail to be recorded must be appropriate for the nature of the hazard and the degree of risk.
- All information recorded under Regulation 3.141 is kept until the construction work has been completed.

Contractors will need procedures in place to assess, record, report and investigate hazards that occur on or to and from the worksite.

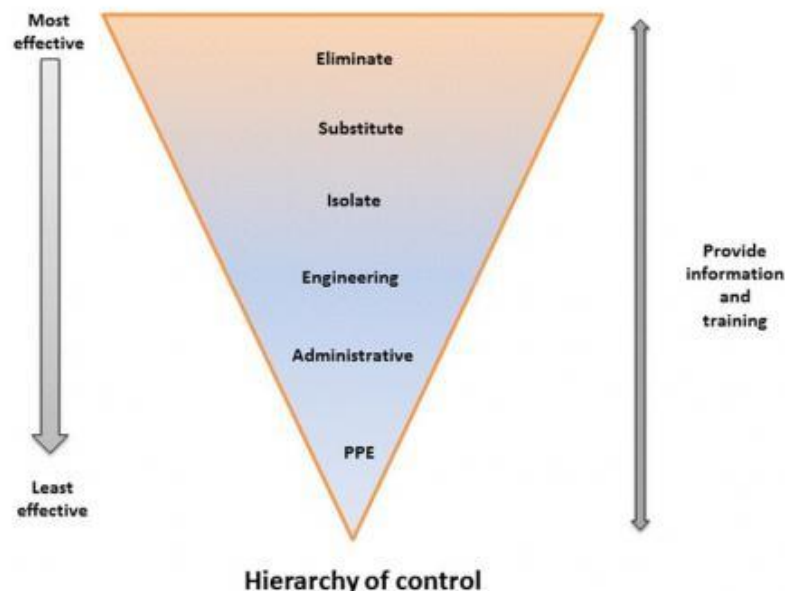
Contractors are required to inform their employees and subcontractors of the identified hazards associated with the CONTRACT WORKS and will ensure employees and subcontractors are

competent in implementing correct controls when hazards arise. This should be addressed and documented during the initial induction and toolbox meetings throughout the contract.

It is the responsibility of the Contractor to ensure that they comply with the *Occupational Safety and Health Act 1984 and the Occupational Safety and Health Regulations 1996*, and any other relevant Federal and State Acts governing the contract work.

#### 4.1.5 Hazard Control

The ways of controlling risks/hazards are ranked from the highest level of protection and reliability to the lowest as shown in the figure below. This ranking is known as the hierarchy of risk control.



The aim by the Contractor should always be to eliminate the hazard, which is the most effective method of control. If this is not reasonably practicable, then the risk should be minimised by working through the other alternatives in the hierarchy.

If a hazard is identified, the Contractor shall immediately take all practicable steps to:

- **Eliminate** it, or if not reasonably practicable to eliminate it;
- **Substitute** it with a less risky alternative; or
- **Isolate** it, or if not reasonably practicable to isolate it; minimise the risk by:
  - Adding in **Engineering** (e.g. guard or barricade) measures or;
  - Using **Administrative** (SWMS or further training) controls; or
  - Using **Personal Protective Equipment** (PPE).

A combination of the above measures may be required to minimise the risk to the lowest level reasonably practicable if no single measure is sufficient for that purpose.

#### 4.2 Managing the Risks of Plant

Contractors will provide the Plant and Equipment necessary for the performance of the CONTRACT WORKS. All tools and machinery will be maintained in good working order in accordance with the OSH Legislation and Regulations and the Shire's requirements.

#### 4.3 Safe Work Method Statements (SWMS) for High Risk Construction Work

All Contractors must provide the Shire of Gnowangerup with copies of the site specific SWMS for all tasks associated with the contract, which have been identified as having safety risks. SWMS should be derived from the risk assessment undertaken (refer 4.1.2 Risk Assessment)

All Contractors undertaking CONTRACT WORKS for the SOG are required to comply with the relevant Parts of the *Occupational Safety and Health Act 1984*, *Occupational Safety and Health Regulations 1996* and associated Codes of Practice, safety guidelines or other documentation. In particular, Contractors are responsible for providing SOG with SWMS for all activities of the proposed contract.

Prior to the commencement of any CONTRACT WORKS, the SOG must be satisfied that all functions undertaken by the Contractor are covered by an appropriate SWMS. It is the Contractor's responsibility to make available to the responsible Shire Officer, a signed and dated copy of their SWMS's.

Works must **NOT** commence until the responsible Shire Officer has given authorisation for the works to commence.

#### 4.4 Skills and Competencies

Where plant, equipment or vehicle operation is required under the CONTRACT WORKS, the successful contractor must produce their original certificates of competency (training records as required) and any relevant licenses to the Shire. SOG will require a copy of these certificates **prior** to the work commencing.

#### PLANT OPERATOR COMPETENCY ACCREDITATION EVIDENCE

Contractors should be able to demonstrate evidence that plant operator training and assessment has been delivered by a Registered Training Organisation or Institute.

Plant requiring accredited training and assessment qualifications/licenses includes, but are not limited to, operators of

- Cranes (all types)
- Forklift Trucks (LF & LO)
- Hoists (WP, BP, HM & HP)
- Dogging (DG)
- Rigging (RB, RI & RA)

- Scaffolding (SB, SI & SA)
- Pressure Equipment (BB, BI, BA, ES & TO)
- Demolition Work
- Asbestos Removal

Contractors that are unable to provide evidence of accredited plant operator training and assessment qualifications will not be allowed to carry out work on SOG worksites or facilities.

If it is found that a contractor provided certificates or licences that are fraudulent, expired or not appropriate for use on the contract then the CEO has the right to take action against the contractor. Such actions include but are not limited to:

- Directing the Contractor to remove an individual from the contract who may be operating under a fraudulent, expired or inappropriate certificate or license.
- Suspension or termination of the contract.
- Reporting the matter to the relevant authorities.

It is the responsibility of the Contractor onsite to ensure that their employees are appropriately supervised, trained and instructed when operating plant. Appropriate PPE should also be supplied as stipulated in section 3.32 – 3.36 of the *Occupational Safety and Health Regulations 1996*.

The Contractor must inform the responsible Shire Officer of any suspension or expiration of any licenses.

Electrical Work: All electricians must provide their licenses which will be checked with Energy Safety for validity.

#### 4.5 Induction

Prior to carrying out work for the SOG, Contractors, contractor employees and sub-contractors must undergo the SOG'S General Induction. Participation in the induction course is mandatory for all persons required to work on a SOG facility or construction site.

It is the responsibility of the Contractor to ensure that all their employees have undergone the relevant OSH induction training and to carry their appropriate licenses with them at all times.

A copy of all relevant Contractor employee licences and certificates relevant to the works to be undertaken by an individual employee must be provided prior to attendance of a Contractor employee at induction. This condition applies to all Contractor Managers, Supervisors and Employees who will be engaged on the Contract.

The CEO or another officer as designated by the CEO can request the evidence of induction and appropriate licences of Contractor employees at any time during the contract term to verify on going validity. Contractors are required to ensure their employees have been inducted onto the

specific work site where they will be working and that they are wearing the appropriate PPE and hold the relevant licenses/tickets. This induction will be documented, stating the employee name, the site they have been inducted on to, and a copy of the risk assessment attached.

- Refer to *OSH Regulations 1996, Division 11, Sections 3.135 – 3.136 - Construction Industry Induction Training*.

#### 4.6 Site Safety Talk Toolbox Meetings

Contractors are required to undertake Site Safety Talk Toolbox meetings with their employees. These meetings are to be undertaken in conjunction with the Risk Assessment and Site Induction process.

Site Safety Talk Toolbox Meetings must be undertaken as a minimum when job situations or employees/contactors change.

Records of all Toolbox meetings must be documented stating the employees who attended the meeting and the topics discussed.

SOG has the authority to request this information at any time during the contract term.

Contractors shall keep a register of all ongoing workplace/site audits undertaken during the course of the CONTRACT WORKS. This register shall also contain actions undertaken to eliminate or control hazards.

#### 4.7 Electrical

In addition to the *Occupational Safety and Health Act 1984 and the Occupational Safety and Health Regulations 1996*, Contractors must also comply with the Australian Standard (AS) 300:2000 Electrical installations (known as the Australian/New Zealand Wiring Rules) and the Code of Practice for Safe Low Voltage Work Practices by Electricians.

Contractors shall ensure all employees are appropriately trained in the use of all electrical equipment they will be using during the contract term and ensure equipment is inspected and tested by a suitably qualified person.

Contractors must keep record of the relevant testing data of all electrical equipment and ensure this record is kept up to date.

All portable electrical equipment and leads used on construction sites must be tested as required and tagged in compliance with AS/NZS 3012, 3108.

#### 4.8 Hazardous Substances

Contractors are required to provide a list of hazardous substances that will be utilised throughout the contract term in accordance with the *Occupational Safety and Health Regulations 1996 Part 5, Division 2 – Hazardous substances generally*.

In addition to this, the Contractor, as required under Regulation 5.13, will keep a register of the substances and all the relevant Material Safety Data Sheets (MSDS). The Contractor must ensure all MSDS's are current and ensure hazardous substances are stored in accordance with the MSDS.

Contractors are encouraged to use chemicals with lower hazard/risk levels without compromising the technical requirements of the CONTRACT WORKS.

#### 4.9 Lifting Gear and Equipment

Contractors are required to keep a register of all lifting gear (chains, slings, wire ropes, shackles, hooks etc.) used and ensure their employees are suitably trained in the safe use of all lifting gear they will be using whilst undertaking CONTRACT WORKS for the Shire of Gnowangerup.

All lifting gear is to undergo as a minimum, an annual inspection by a competent person and inspection records are to be provided **before** commencing the contract work.

#### 4.10 Plant and Equipment Register

Contractors shall keep a register of all plant and equipment hazard inspections carried out and any alterations or repairs undertaken in accordance with the OSH legislation whilst undertaking CONTRACT WORKS for the Shire of Gnowangerup.

#### 4.11 Personal Protective Equipment (PPE)

Whilst undertaking a CONTRACT or TENDER WORKS<sup>1</sup> for SOG, Contractors and their employees are required to wear appropriate PPE in accordance with the relevant Australian Standards and Codes of Practice. The Contractor must provide their employees with the appropriate PPE, maintained to the respective Australian Standards, to undertake the CONTRACT WORKS safely and ensure they are trained in the correct use of PPE.

Where hazards are identified on the worksite, Contractors will implement corrective controls and inform people of the hazards and ensure that they are equipped with the correct PPE.

Contractors have the right (and responsibility) to instruct people not suitably protected by PPE to leave the area.

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<sup>1</sup> TENDER WORKS, will have the meaning throughout this document meaning an offer to do work or supply goods at a fixed price

*Refer to Occupational Safety and Health Regulations 1996, Division 2 – General duties in relation to personal protective clothing and equipment, Regulation 3.32 – 3.36.*

#### 4.12 First Aid

Contractors shall ensure that a fully stocked first aid kit, meeting WorkSafe requirements, and a list containing emergency contact numbers, is available at the workplace/site with a designated first aid person clearly identified to their employees  
(<https://www.commerce.wa.gov.au/worksafe/first-aid-0>).

If the CONTRACT WORK is of such a nature that specialised first aid equipment or materials may be needed, it is the Contractor's responsibility to provide it.

#### **EMERGENCY NUMBERS**

<b>All emergencies call:</b>	<b>000</b>	<b>Mobiles</b>	<b>112</b>
<b>WorkSafe:</b>	<b>1300 307 877</b>	<b><u><a href="mailto:safety@commerce.wa.gov.au">safety@commerce.wa.gov.au</a></u></b>	

#### 4.13 Emergency Procedures

Contractors will provide adequate fire protection and fire extinguishers relevant to the CONTRACT WORK'S hazards and risks being undertaken, and are to ensure they are available at the workplace site.

Contractors need to ensure all firefighting equipment is supplied, maintained and inspected in compliance with Australian Standard 1851:2012.

In addition to this, Contractors need to keep a register of fire protection equipment available whilst undertaking CONTRACT WORKS.

Contractors must have emergency procedures in place and ensure their employees and subcontractors are familiar with these procedures.

Contractors will inform Shire Officers through induction, of the hazard or emergencies that may arise from the CONTRACT WORKS, and what to do if an emergency incident occurs.

Where Contractors are working on Shire worksites, Contractors will ensure that their employees and subcontractors know the Shire's emergency procedures relevant to that particular workplace/site.

##### 4.13.1 Contractors Working Autonomously

Contractors will have procedures in place to deal with emergency situations that may arise whilst undertaking CONTRACT WORKS.



Contractors, their employees and any subcontractors are required to be trained in these procedures and have the necessary equipment available to carry out the procedures.

#### 4.13.2 Contractors Working in Staffed Shire Facilities

A Designated Shire Officer<sup>2</sup> will inform Contractors about any emergency and evacuation procedures during site inductions.

Once Contractors have been informed of these procedures, it is their responsibility to ensure their employees or subcontractors are also informed.

If the CONTRACT WORKS introduces any hazard or risk that may create an emergency not covered by the normal procedures, i.e. introducing a toxic gas or oxidising agent, the Contractor must inform the designated Shire Officer and ensure relevant persons that may be affected are informed about what to do if the emergency situation arises. This should be addressed prior to the commencement of the CONTRACT WORKS.

#### 4.14 Amenities

Contractors will provide suitable hygienic facilities or ensure amenities are available for their employees and subcontractors. Employee amenities must comply with the Code of Practice for Workplace Amenities and Facilities.

#### 4.15 Motor Vehicle Movement Plans & TCP's

Contractors shall ensure that a Vehicle Movement Plan (VMP) and/or Traffic Control Plan (TCP) are in operation prior to and during any CONTRACT WORKS associated with road works. Traffic Control Plans must be designed by a MRWA qualified person and must be regularly reviewed and updated when necessary.

#### 4.16 Subcontractors

Contractors are responsible for:

- Selection of suitably qualified/trained subcontractors.
- Ensure that subcontractors have the relevant insurance policies
- Induction of subcontractors
- Supervision, of any subcontractors they may engage
- Ensuring that your subcontractors work in a safe manner and have adequate safety and health procedures and safe systems of work that are equivalent to the Contractors OSH Management System.

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<sup>2</sup> DESIGNATED SHIRE OFFICER, shall have the meaning throughout this document as a person or persons appointed by the CEO to oversee the CONTRACT WORKS or specific aspects of that work.

**If your company intends to engage subcontractors to undertake or support Shire works on behalf or in conjunction with your company, you must obtain authorisation from the CEO or authorised designated Shire officer prior to the subcontractor commencing works. In addition to this, contractors must be able to provide evidence of the subcontractor induction and verify subcontractors hold the relevant licenses/tickets appropriate for the task and risk being performed.**

#### 4.17 Warning Signage and Public Safety

Contractors shall ensure that the required warning signs and warning systems as defined in relevant OSH Legislation, Code of Practices and/or Shire instructions are used accordingly.

Contractors shall at all times ensure that people are adequately warned by way of signs, barriers and/or other means where the work is likely to present potential hazards.

Contractors shall ensure that a Motor Vehicle Movement Plan covers all road works and/or TCP designed by suitable qualified personnel.

#### 4.18 Permits to Work

Contractors will need to ensure that they have provided the correct and current permits to work.

All Contractors are required to report to the responsible person for their work activities and complete a Permit to Work Authorisation Form for the specific works to be undertaken e.g. Hot Works Permit, Confined Spaces Permit, etc.

Permits to work are required for the following types of High Risk Activities:

- Confined Spaces
- Hot Works
- Ground Breaking / Penetration
- Work in Isolation
- Working at Heights

In addition to these, where the contractor is working within an area covered by or near power supply lines, or where they may come within 3m of power lines, it is the Contractors responsibility to inform Western Power of the time and date they will be undertaking this work and request assistance to locate power cables.

#### 4.19 Visitors to Work Sites

The Contractor is required to induct and maintain a record of all visitors to the site.

This must be documented on the induction checklist or visitors sign-on register.

### 5.0 Incident/Injury Notification

The obligations laid out in this document form part of and are inclusive to the standard Conditions of Contract relative to all CONTRACT WORKS and TENDER WORKS performed by the Contractor for the Shire of Gnowangerup and the CEO or designated Shire Officer is to be notified by the Contractor of any incident, injury, damage to property or plant, and near misses associated with the provision of the contract.

It is also the responsibility of the contractor to inform WorkSafe of any matter required under the *Occupational Safety and Health Act 1984*, *Occupational Safety and Health Regulations 1996* and the *Workers' Compensation and Injury Management Act 1981* and within the specified time frames. Contractors are to report any incidents to the CEO or designated Shire Officer responsible for the contract.

Contractors are required to have an incident reporting system whereby all incidents, accidents and near misses are recorded. This system must include an incident investigation procedure.

At the completion of the contract, the Contractor is to sign a statement declaring that no incidents occurred whilst completing the CONTRACT WORK. Or, in the case where incidents/injuries/near misses/dangerous occurrences occurred, the Contractor is required to provide the CEO or designated Shire Officer with copies of all Incidents Reports and accident investigations undertaken.

It is the responsibility of the designated Shire Officer to ensure that the contractor has signed this declaration.

**NOTE:** *The Incident Declaration is an important document in regards to Workers' Compensation and Shire's possible exposure to liability. This must be signed **before** the contractor receives final payment for the contract.*

Contractors shall use their own reporting procedures for OSH compliance. If any harm occurs to the Contractor, their employee, or subcontractor, or any other person, Contractors shall use their own procedures to record, report and investigate the event as legally required.

**IMPORTANT:** It is the Contractor's responsibility to ensure that no person/s disturb the scene of a serious incident until permission to do so have been obtained from the Worksafe Inspector, and/or Police. The only exception is when it is necessary to render aid and prevent further harm to the injured person/s.

## 6.0 Occupations Safety and Health Questionnaire (Appendix 1)

The SOG is committed to ensuring a high standard of safety within the workplace. To assist the SOG in evaluating the tender or contract, an OSH questionnaire must be completed and submitted with the tender/contract works officer for all medium and high risk contracts.

The initial objective of the questionnaire is to provide the SOG with information on the Contractor's management of OSH and their level of commitment to an OSH system. All information provided within

the questionnaire is confidential and will not be used for any other purpose other than the intended verification purposes and not made available to any other party.

Please complete **Pre-Qualification Occupational Safety and Health Questionnaire – Appendix 1.**

#### 7.0 Contractor Site Specific Health and Safety Management Plan Content Checklist

Contractors engaged to conduct “Medium” and “High Risk” work activities must provide the SOG with evidence of a site specific Safety Management Plan (SMP) in line with the requirements of Regulation 3.142 of the *Occupational Safety and Health Regulations 1996* and provide a copy of the SMP to the SOG for review and verification.

The minimum content elements required for an SMP are provided in Appendix 4.

Contractors are required to complete the site specific SMP checklist and submit the completed checklist with their Pre-Qualification Questionnaire to the designated OSH Officer.

#### 8.0 OSH Responsibilities for Contractors (Appendix 2)

Contractors that require annual or repeat access to SOG worksites, where the work is of a low risk nature, and where contractors are working autonomously, or where the contractor has not been previously inducted into the worksite, shall be required to complete an OSH Responsibilities for Contractors record in conjunction with General Induction.

Contractors and their employees must complete individual OSH Responsibilities Records and sign in acknowledgement of their understanding and commitment to Occupational Safety and Health Management Practices.

The OSH Responsibilities for Contractors Record must be counter signed by the employee’s senior manager in recognition of the employee’s commitment and involvement of SOG’s OSH responsibilities for contractors’ process.

**A copy of the OSH Responsibilities for Contractors Record is found at Appendix 2.**

#### 9.0 Insurance

It is a requirement under the Worker’s Compensation Act for SOG to ensure that all Contractors have the correct Workers’ Compensation Insurance and have paid all Workers’ Compensation premiums associated with that work.

Contractors are also to supply evidence to SOG of

- current Worker’s Compensation, as appropriate
- Public Liability Policy to the value to be determined by SOG
- Current Personal Accident Illness Insurance or Income Protection Insurance if a Sole Trader
- current Third Party Motor Vehicle/Machinery insurance of an amount to be determined by SOG

- Professional Indemnity Insurance to the value of the project undertaken.

**Both the Workers' Compensation and Public Liability Certificates of Currency must be provided to SOG before the contract commences. Any and all changes to coverage or continuation of insurance must be immediately notified to the CEO.**

#### 10.0 Contractor Safety Sign-On Checklist (Appendix 5)

All contractors engaged or offered a contract for tender, provided work or service for the SOG, regardless of their level of risk rating, must complete the Contractor Safety Sign-On Checklist prior to commencing any work activities for the SOG.

Sign-On Checklists shall be completed and signed at the end of the final induction process undertaken by the Contractor's senior manager or business owner/proprietor.

A copy of the Contractor Safety Sign-On Checklist is contained in Appendix 5 of this document.

#### 11.0 Disability Considerations

In planning the safety procedure for any work on SOG premises, Contractors are required to consider the special needs of people with disabilities.

For example:

- a warning sign may not be sufficient to protect people with sight impairments against danger (fencing or barricades may be necessary)
- parking across a path or other access route, even for a few minutes, could cause difficulties for people in wheelchairs or mobility scooters

Contractors should consult with the Shire's Representative if they require any further information regarding disability issues.

In addition to the above, Contractors will be required to complete the DAIP Contractors Progress Report, on completion of their contract. An example of the Progress Report can be found as Appendix 8 at the back of this document. Additional information can also be obtained at [www.disability.wa.gov.au](http://www.disability.wa.gov.au).

## APPENDIX 1: PRE-QUALIFICATION OCCUPATIONAL SAFETY AND HEALTH QUESTIONNAIRE

This form used to assess a contractor's ability to work in a safe manner when undertaking contracted works.

CONTRACT DETAILS			
DATE OF EVALUATION		DURATION OF THE WORKS:	
BUSINESS NAME		CONTRACT SCOPE OF WORKS:	
CONTRACTOR NAME		CONTACT NUMBER:	
CURRENT POSITION		CONTRACT MANAGER	

Contractor requirement	Evaluation Outcome		Local government response	
	Yes	No	Accepted	Rejected
<b>1. Do you have a Safety Policy that demonstrates a commitment to safety?</b> <ul style="list-style-type: none"> <li>It is subject to regular reviews?</li> <li>Encourage corporation at all levels</li> </ul>				
<b>Contractor response:</b>				
<b>2. Do you have a Safety Plan?</b> <ul style="list-style-type: none"> <li>Are roles and responsibilities outlined?</li> <li>Does it demonstrate how you manage OSH and ensure compliance with the legislation?</li> </ul>				
<b>Contractor response:</b>				
<b>3. Do you have Public Liability Insurance?</b> <ul style="list-style-type: none"> <li>Is it current and relevant to the scope of work?</li> </ul>				
<b>Contractor response:</b>				
<b>4. Do you have workers' compensation insurance?</b> <b>(Note: Sole traders require Personal Accident Illness Insurance or Income Protection Insurance)</b> <ul style="list-style-type: none"> <li>Is it current and relevant to the scope of work?</li> </ul>				
<b>Contractor response:</b>				
<b>5. Have all training qualifications been submitted?</b> <ul style="list-style-type: none"> <li>Are all qualifications current and relevant to the scope of work?</li> <li>Is there a formal Induction training program in place that outlines OSH responsibilities?</li> </ul>				
<b>Contractor response:</b>				

Contractor requirement	Evaluation Outcome		Local government response	
	Yes	No	Accepted	Rejected
<b>6. Do you have relevant experience to undertake the scope of works?</b> <ul style="list-style-type: none"> <li>How long have you worked in the industry</li> </ul>				
<b>Contractor response:</b>				
<b>7. What is your previous 12-month work history?</b> <ul style="list-style-type: none"> <li>Were there any workplace injuries/workers' compensation claims?</li> <li>How many workplace incidents occurred?</li> <li>Were any incidents required to be reported to WorkSafe?</li> </ul>				
<b>Contractor response:</b>				
<b>8. Do you have systems in place to identify and manage workplace hazards?</b> <ul style="list-style-type: none"> <li>A workplace inspection program?</li> <li>A safety management system that tracks hazard management?</li> </ul>				
<b>Contractor response:</b>				
<b>9. Do you have safe work procedures /JSA's/SWMS to manage potential workplace hazards and risks?</b> <ul style="list-style-type: none"> <li>Manual tasks, fatigue, work at height, plant movement etc.?</li> </ul>				
<b>Contractor response:</b>				
<b>10. Is there a formalised process in reference to the reporting of incidents and injuries?</b> <ul style="list-style-type: none"> <li>An incident and injury management form?</li> <li>An incident and injury management procedure?</li> </ul>				
<b>Contractor response:</b>				

Contractor requirement	Evaluation Outcome		Local government response	
	Yes	No	Accepted	Rejected
<b>11. Do you have trained first aiders and adequate first aid kits?</b> <ul style="list-style-type: none"> <li>All first aid kit products present and in date?</li> <li>Current first aid competency?</li> </ul>				
<b>Contractor response:</b>				
<b>12. Do you have an Emergency Response Plan and Procedure?</b> <ul style="list-style-type: none"> <li>Are procedures specific to the scope of works?</li> <li>Is the emergency response plan current, inclusive of contact details and identified wardens?</li> </ul>				
<b>Contractor response:</b>				
<b>13. Do you have a Traffic Management Plan?</b> <ul style="list-style-type: none"> <li>Does it outline required speed limits?</li> <li>Is there adequate signage to manage traffic flow? (Stop and give way signs etc.)</li> <li>Is there mandatory signage clearly visible? (PPE requirements etc.)</li> <li>Is there dedicated pedestrian zones to segregate traffic, plant and people etc?</li> </ul>				
<b>Contractor response:</b>				
<b>I certify that the information provided in this questionnaire is true and correct and agree to comply with the Shire of Gnowangerup's Safety, Quality and Environmental requirements.</b>  <b>Signed:</b> _____ <b>Date:</b> _____  <b>Contractor Company Representative</b>				
<b>Shire of Gnowangerup use only</b>  Is approval recommended?	<b>Signed:</b> _____  <b>Name:</b> _____		<b>Date</b> _____  <b>Position:</b> _____	



CONTRACTOR EVALUATION OUTCOME	
Contractor safety plan and other submitted documentation approved?	Yes/No
EVALUATORS COMMENTS	
Date:	Evaluator signature:

## APPENDIX 2: OSH RESPONSIBILITIES FOR CONTRACTORS

<b>Name of Employee</b>			
<b>Position/Job Title</b>		<b>Company</b>	
<b>Signature</b>		<b>Date</b>	
<b>Department</b>		<b>Location</b>	

### Responsibilities:

1. Take reasonable care for your own safety and health.
2. Take reasonable care that you do not adversely affect the safety and health of other persons.
3. Comply with the Shire of Gnowangerup's OSH policy, procedures and rules and follow safe work practices.
4. Comply with your employer's OSH policy, procedures and rules and follow safe work practices.
5. Carry out work in compliance with relevant OSH legislation and safe work methods and demonstrate an acceptable level of safety performance.
6. Ensure that the right person is engaged in each job, taking into account the type of work to be performed, the licenses, certificates and qualifications required.
7. Conduct relevant job safety analyses whenever it is appropriate to do so.
8. Provide OSH Risk Assessments for the work to be completed as requested by the Shire of Gnowangerup.
9. Prepare and follow authorised Safe Work Method Statements for all High Risk Construction Work and provide signed and dated copies to the Shire of Gnowangerup.
10. Conduct and provide site specific risk assessments as requested by the Shire of Gnowangerup.
11. Participate in OSH consultation meetings to discuss workplace safety in the workplace.
12. Ensure appropriate equipment is used for the job and it has been tested, maintained, calibrated where required, and is safe to use.
13. Ensure that approved PPE has been provided and is used whilst on site.
14. Ensure the MSDS's are complied with and made available for hazardous substances used on site.
15. Report any new or arising hazards to the Shire of Gnowangerup's designated officers as soon as you notice them.
16. Report all incidents (including near misses) to the Shire of Gnowangerup's designated officer, whether or not someone was injured or not.
17. Report any incidents of bullying and/or harassment in the workplace to the Shire's CEO or designated officer.
18. Assist in the identification of control measures to eliminate or minimise the risk of injury.
19. Correctly use tools and equipment.
20. Report any worn out or defective tools or equipment or problems you have with tools and equipment provided by the Shire.
21. Wear PPE as required.
22. Operate equipment and machinery with guards and safety controls operating and, in place at all times.
23. Report all problems with manual tasks, including signs of discomfort, in the provision of the services immediately.
24. Participate in OSH activities such as inspections, investigations, evacuations drills, OSH meetings and risk assessments as required.

25. Report any physical or psychological conditions that may affect your ability to safely provide services.
26. Demonstrate respect, courtesy and special attention to hazards arising from your work that may affect the public or community.
27. Consult, cooperate and coordinate with the Shire of Gnowangerup's designated officers in respect of work safety and health issues.

<b>Contractor Company Name:</b>		<b>ABN</b>	
<b>Manager/Supervisors Name:</b>			
<b>Position</b>			
<b>Signature</b>		<b>Date</b>	

### APPENDIX 3: CONTRACT DEFINITION AND RISK CLASSIFICATION FORM

CONTRACT DEFINITION	
Contract Name:	
Contract scope of works:	
Approximate contract cost:	
Contract Manager	
Contract duration:	Contract evaluation date:
Contract hazards	Risk hazard poses
E.g. construction works, hazardous processes, contractor type, duration of work, amount of contractors, safety hazards	(refer to your risk management framework or risk matrix provided in this document)
Contract risk classification	
Low <input type="checkbox"/>	Medium <input type="checkbox"/> High <input type="checkbox"/>
Comments:	

## APPENDIX 4: CONTRACTOR SAFETY AND HEALTH MANAGEMENT PLAN CONTENT CHECKLIST FOR MEDIUM AND HIGH RISK ACTIVITIES

No.	Description	Requirement	Provided/Not Provided
1	Document Control Process	Preferred	
2	Project Details & Introduction	Mandatory	
3	OSH Policy	Mandatory	
4	Hazard Identification & Risk Assessment & Control	Mandatory	
5	Hazard Categories	Mandatory	
6	Risk Matrix	Mandatory	
7	Site Specific Safe Work Method Statements	Mandatory	
8	Objectives and Targets	Preferred	
9	Personal Protective Equipment (PPE)	Mandatory	
10	Roles and Responsibilities	Mandatory	
11	Training and Competency Register	Mandatory	
12	Consultation	Mandatory	
13	Toolbox/Pore-Start Talks	Mandatory	
14	Workplace Inspections	Mandatory	
15	Plant & Equipment	Mandatory	
16	Plant & Equipment Register	Mandatory	
17	Plant & Equipment Pre-Start Checklist	Mandatory	
18	Plant & Equipment Regular Checklist	Mandatory	
19	Hazardous Substance/Dangerous Goods	Mandatory	
20	Hazardous Substance/Dangerous Goods Register	Mandatory	
21	Electrical Equipment	Mandatory	
22	Electrical Equipment Register	Mandatory	
23	Hazard Reporting	Mandatory	
24	Hazard Report Form	Mandatory	
25	Injury and Incident Investigation	Mandatory	
26	Register of Injuries	Mandatory	
27	Incident Investigation	Mandatory	
28	OSH Management Plan Checklist	Preferred	
29	Injury Management & Return to Work Policy	Preferred	
30	Environmental Management Policy	Preferred	
31	Quality Management Policy and Procedures	Preferred	

## APPENDIX 5: CONTRACTOR SAFETY SIGN-ON CHECKLIST

The Shire of Gnowangerup is committed to maintaining the safety and health of all persons on the premises, in compliance with the *Occupational Safety and Health Act 1984 and the Occupational Safety and Health Regulations 1996*.

Your support in complying with Shire safety practices and rules are required to promote and maintain our safety standards. Therefore, you agree that:

- The Safety of all persons will have the highest priority whilst working at the Shire of Gnowangerup.
- You will supply a Safety Data Sheet if any chemicals are to be used, transported or stored at the Shire.
- Personal protective equipment is to be worn at appropriate times. All appropriate signage is to be displayed and in place before commencement of work.
- The use of warning and safety signs in hazardous areas at all times is obligatory. This includes barriers around scaffolding, holes, excavations or other structures needed in the construction phase.
- You will apply safe work practices at all times. This will include discussing the safety plan for the task with the relevant manager and seeking approval before commencement of any works. Where necessary a Safe Work Method Statement is to be provided for approval **prior** to commencement of work.
- You are to ensure that you are aware of emergency routines and where to obtain first aid if required.
- All electrical equipment i.e. power tools etc. must have been tested & tagged and in date as per legislative requirements.
- Fibreglass or timber ladders are to be used when carrying out electrical work.
- All relevant licenses are to be sighted and recorded by the relevant department
- When burning, welding or grinding is to take place, a hot work permit is to be completed and approved by the Senior Contract Manager.

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Signed: Contractor

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Signed: Shire of Gnowangerup

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Date

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Date

## APPENDIX 6: CONTRACTOR OCCUPATIONAL SAFETY AND HEALTH ASSESSMENT

<b>Date of assessment:</b>	
<b>Site location:</b>	
<b>Contractor:</b>	
<b>Auditor:</b>	

Audit Assessment		Verification of Compliance	Yes	No	Observations/Action Comments
1	Have all personnel been inducted to the site?	Sighted Induction Record.			
2	Are there safe work procedures/JSA/SWMS for the tasks conducted?	Sighted safe work procedure/JSA/SWMS reflect the task/s conducted.			
3	Have all the hazards been identified, assessed and controlled?	All associated hazards are identified within the safe work procedure/JSA			
4	Are emergency procedures in place and communicated?	Emergency procedures on display that consider all potential emergency situations			
5	Are plant hazards assessments (PHA's) available for all items of plant?	Each item of plant has a plant hazard assessment that identifies associated hazards and controls.			
6	Are plant inspections conducted on a regular basis?	Each plant has a complete plant inspection			
7	Is plant regularly maintained?	Plant maintenance records available			
8	Is there adequate segregation between plant and people?	Communication methods and plant movements observed on site?			

<b>9</b>	Are lifting chains/slides inspected and tagged within date?	Lifting chains/slides are tagged within date.			
<b>10</b>	Are electrical cords and equipment inspected and tagged within date?	Electrical cords and equipment are tagged within date.			
<b>11</b>	Are incidents, near misses and hazards being reported?	Documented incident, near misses and hazard reports.			
<b>12</b>	Are corrective actions being closed out within the specified time frame?	Documented action closeout within the specified timeframe			
<b>13</b>	Are regular meetings held with the Contractors?	Documented regular meetings conducted.			
<b>14</b>	Are site inspections being undertaken by the Contractor?	Documented evidence of completed site inspections.			
<b>15</b>	Are MSDS's available for all hazardous substances?	Sighted MSDS's coincide with kept hazardous substances.			
<b>16</b>	Are PPE requirements being adhered to?	Required PPE being worn by site personnel/visitors			
<b>17</b>	Is housekeeping on site of a high standard?	Work site is clean and tidy.			
<b>18</b>	Are first aid kits available on site?	Sighted first aid kits.			
<b>19</b>	Are first aid kits adequately stocked? Items within date?	All first aid kit items within date and available if required.			
<b>20</b>	Are all personnel trained in the tasks conducted?	Sighted tickets/qualifications.			



## APPENDIX 7: POST CONTRACT EVALUATION

<b>RFQ/RFT Number:</b>			
<b>Scope of Works:</b>			
<b>Shire Manager of this Contract:</b>			
<b>Contractor:</b>			
<b>Contractor Contact:</b>			
<b>Contract Start Date:</b>			
<b>Contract Finish Date:</b>			
<b>Review Questions</b>	<b>Yes</b>	<b>No</b>	<b>Comments</b>
Was the work completed as per the terms and conditions of this contract?			
Did the Contractor receive an Occupational Health and Safety induction prior to the start of the Contract?			
Were there any incidents recorded or safety breaches observed?			
Were there any WorkSafe notices issued?			
Did the contractor appear to comply with our safety policy and procedures?			
Were there any other issues with the completion of this Contract?			
Would we consider engaging the contractor in the future?			
Is a Cost Benefit Analysis re contractor v employee required? See attached if required.			
<b>Comments:</b>			
<b>Person completing form:</b>		<b>Date:</b>	
<b>CEO Approval:</b>	<b>Yes:</b>		<b>No:</b>
<b>Signature:</b>		<b>Date:</b>	

## APPENDIX 8: DISABILITY ACCESS AND INCLUSION PLAN (DAIP) CONTRACTOR PROGRESS REPORTS

**Name of contracted service:**

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**Name of contact person:**

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**Phone number:**

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**Email:**

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### Purpose

This reporting sheet assists contractors to show how they have contributed to a public authority's DAIP. It is noted that the services you provide may not be applicable to all seven DAIP outcomes.

On completion please forward this progress report back to the public authority that you are contracted to by requested return date.

### Actions by contractors consistent with DAIP outcome areas:

DAIP Outcome	Example of actions (Please mark if appropriate)	
1. People with disability have the same opportunities as other people to <b>access services and events.</b>	Ensured contracting and procurement staff were aware of DAIP responsibilities	<input type="checkbox"/>
	Ensured events organised and or promoted were accessible for people with disability	<input type="checkbox"/>
	Other actions implemented (please describe):	
	Not applicable	<input type="checkbox"/>
2. People with disability have the same opportunities as other people to <b>access buildings and other facilities</b>	When carrying out work on public buildings or facilities we ensure public access is not obstructed	<input type="checkbox"/>
	Ensured entry and exit ways remain obstruction free	<input type="checkbox"/>
	Ensured the correct signage was displayed when work was being undertaken	<input type="checkbox"/>
	Other actions (please describe):	

	Not applicable	<input type="checkbox"/>
3. People with disability receive information in a format that will enable them to <b>access information</b> as readily as other people are able to access it	Comply with the State Government Access Guidelines for Information, Services and Facilities to ensure information is delivered in an accessible format.	<input type="checkbox"/>
	Ensured information was made available in alternative formats upon request.	<input type="checkbox"/>
	Reviewed our website to ensure it was accessible	<input type="checkbox"/>
	Other actions implemented (please describe):	
	Not applicable	<input type="checkbox"/>
4. People with disability receive the <b>same level and quality of service</b> from staff as other people receive.	Improved staff awareness of disability and access issues and improve skills to provide a good service to people with disability.	<input type="checkbox"/>
	Staff was provided with training to assist with customer service.	<input type="checkbox"/>
	Accessibility information is regularly reviewed and readily available to staff.	<input type="checkbox"/>
	Other actions implemented (please describe):	
	Not applicable	<input type="checkbox"/>
5. People with disability have the same opportunities as other people to <b>make complaints.</b>	Accept complaints in a variety of formats such as by telephone, email, written or in person.	<input type="checkbox"/>
	Have grievance mechanism processes available to meet the needs of people with disability.	<input type="checkbox"/>
	Ensured that complaints policy and procedure are accessible for people with disability.	
	Other actions implemented (please describe):	<input type="checkbox"/>
	Not applicable	<input type="checkbox"/>

6. People with disability have the same opportunities as other people to <b>participate in any public consultation.</b>	Making sure the consultation process is held in an accessible venue	<input type="checkbox"/>
	Ensure information is available in alternative formats (if required) including Auslan interpreters.	<input type="checkbox"/>
	Other actions implemented (please describe):	
	Not applicable	<input type="checkbox"/>
7. People with disability have the same opportunities as other people <b>to obtain and maintain employment</b> with a public authority.	Providing job related information in alternative formats upon request.	<input type="checkbox"/>
	Holding the interview in an accessible venue.	<input type="checkbox"/>
	Continue to improve the attraction, recruitment and retention of employees with disability.	<input type="checkbox"/>
	Other actions implemented (please describe):	
	Not applicable.	<input type="checkbox"/>

### 3.8 FITNESS FOR WORK POLICY

<b>Policy Type:</b>	Human Resources & Communication	<b>Policy No:</b>	3.8
<b>Date Adopted:</b>	19 December 2018	<b>Date Last Reviewed:</b>	31 May 2019
<b>Legal (Parent):</b> 1. Occupational Safety & Health Act 1984		<b>Legal (Subsidiary):</b> 1. Poisons Regulations 1965 2. Australian Standard AS4308:2008	
<b>Delegation of Authority Applicable</b>	No	<b>Staff Procedure Applicable</b>	No
<b>Delegation Number</b>	N/A	<b>Staff Procedure Number</b>	N/A
<b>ADOPTED POLICY</b>			
<b>Title:</b>	FITNESS FOR WORK POLICY		
<b>Objective:</b>	<b>To provide a safe working environment where:</b> <ul style="list-style-type: none"> <li>• Available and reasonable controls to mitigate the potential hazards and consequence of people presenting either unfit, fatigued or affected by alcohol/drugs is mitigated;</li> <li>• The responsibilities under the Act are both known throughout the organisation by all persons and are subject to procedures and policy that increases compliance level;</li> <li>• Physical, mental and emotional health is promoted so people can enjoy so far as is reasonably practicable a safe and nurturing work environment;</li> <li>• Behaviours and attitudes that are conducive to a healthy and safe workplace are encouraged;</li> <li>• Just action is taken and support provided where reasonable when the health, safety and/or work performance of individuals is impacted by fitness for work issues.</li> </ul>		

#### 1.0 Intent

The purpose of this policy is to implement a fair and proactive fitness for work policy and set of procedures, including an alcohol and other drugs screening program, that will contribute to the safety and health of all workers and contractors of the Shire of Gnowangerup.

The Shire is committed to safety as the major priority for all of its operations. The goal is to perform work in such a manner that the potential for injury is reduced.

The Occupational Safety and Health Act 1984 importantly infers responsibility on both the Shire of Gnowangerup, and on all workers of the Shire in the following regard:

The Shire under the *Occupational Safety & Health Act 1984* S19(1)a,b has a duty of care to all persons affected by its undertakings and shall as far as is reasonably practicable, provide and maintain a

working environment where workers are not exposed to hazards, through the provision of safe systems of work, through the provision of information, training and instruction and, importantly, through supervision.

Workers of the Shire likewise under S20(1)a,b & (2)b,d(1) of the *Occupational Safety & Health Act 1984* have a duty to take reasonable care of their own health and safety and avoid adversely affecting the safety or health of any other person through any act or omission. Workers must also look to comply as far as reasonably practicable with the instructions of the person conducting a business or undertaking (PCBU) to ensure the safety or health of other persons and are obligated to report any situation at work they believe reasonably constitutes a hazard.

## 2.0 Scope

The Policy applies to all persons working for, with or on behalf of the Shire. This includes all workers, volunteers, contractors, temporary staff, labour hire workers, trainees and persons on work experience.

## 3.0 Definitions

<b>Worker</b>	Any person who carries out work for a PCBU, including work as an employee, contractor, subcontractor, self-employed person, outworker, apprentice or trainee, work experience student, employee of a labour hire company placed with a 'host employer' or volunteer.
<b>PCBU</b>	Person conducting a business or undertaking (including a government department or government agency, but not elected members of local authorities).
<b>Fit for Work</b>	The concept of fitness for work is broad and deals with the relationship between a worker and their ability to do their role in the job safely and competently. This goes beyond qualifications and experience – fitness for work deals with 'individual' factors such as the effect of fatigue, use of alcohol and/or other drugs, medical fitness, and mental health and wellbeing.
<b>Fatigue</b>	Fatigue in a work context is more than feeling tired and drowsy. It is a state of mental or physical exhaustion (or both) that reduces a person's ability to perform work safely and effectively.
<b>Blood Alcohol Content</b>	<b>(BAC)</b> The level of alcohol present in the blood, expressed in terms of milligrams per 100millilitres of blood or a percentage of this.
<b>Alcohol</b>	The intoxicating constituent of wine, beer, spirits and other alcoholic drinks.
<b>Drug</b>	Any chemical substance or compound, organic and/or inorganic, derived from a natural source or by synthetic formulation which, when taken by an individual, may modify one or more of the physiological, biochemical or psychological functions of that individual.
<b>Positive test result.</b>	A finding by the approved accredited laboratory that confirms:  The presence of a prohibited substance or associated metabolites in a sample provided by a person, or otherwise reveals the use by the person of a prohibited substance; and

If there is a cut-off level for that substance or associated metabolites that the cut-off level of the substance or associated metabolites has been exceeded.

**Prescription drug.**

A substance that has been prescribed and supplied by an authorised person in accordance with the *Poisons Regulations 1965*.

## 4.0 Responsibilities

### 4.1 Management

Promote health, wellbeing and fitness for work through example.

Maintain vigilance in order to identify workers who exhibit behaviours that may evidence impairment.

Maintain the standards and procedures within this policy.

Maintain vigilance and supervisory practices (where delegated) at Shire endorsed functions.

### 4.2 Workers

Ensure they are fit for work, without impairment and take care of themselves and others through their acts and omissions.

Notify their line manager that they may not be fit for work, or have concerns relating to other workers' impairment.

Participate in educational programs and awareness sessions dedicated or relating to fitness for work.

Comply with the policy including the monitoring or testing program for alcohol and/or drugs.

Be forthright and truthful in presenting of information dealing with fitness for work issues.

Exercise appropriate care & restraint in alcohol use at Shire endorsed functions.

## 5.0 Education & Awareness

Employees who recognise that they have a drink or drug problem, or that they are at risk of developing one, are encouraged to come forward so that they can be assisted to get the appropriate help.

The Shire of Gnowangerup engages the services of an external Employee Assistance Provider who can provide the organisation's people with free and confidential counselling.

The Shire may bring educational support programmes such as workshops, and tool box / staff meeting talks or other information to the workforce in order to provide relevant information on the negative effects surrounding misuse or health consequences of alcohol or other drugs.

## 6.0 Drug/Alcohol Treatment Programs

Where an employee acknowledges that they have an alcohol or drug problem and are receiving help and treatment, the Local Government will provide assistance to the employee.

- The Shire of Gnowangerup will allow an employee to access any accrued personal or annual leave while they are undergoing treatment and;
- The Shire of Gnowangerup will take steps to return an employee to their employment position after completion of the treatment program, if practicable in the circumstances.



## 7.0 Identification of Fitness for Work Issues: Planned, Random & For Cause

Apart from Workers self-presenting to their Line Manager, the Shire has number of options at its disposal to uphold the Policy's intent:

Fitness Issue	Planned	Random	Cause
Fatigue	The Shire may present information, awareness sessions or courses/workshops or toolbox talks on fatigue related issues.	Not Applicable.	Section 1 Observation & Questionnaire: the Shire may undertake the observation form to identify whether or not someone is exhibiting fatigue.
Alcohol	The Shire may utilise a calibrated handheld Breath tester for mandatory testing of a worker, all workers or those in specific departments.  The Shire may utilise alcohol testing and questionnaire in regard to pre-employment medicals.	The Shire may use a calibrated handheld Breath tester for random testing for all workers.	The Shire may choose to test for concerns raised through incident involvement; observed behaviour or symptoms exhibiting or evidencing the influence of alcohol or a concern put forward by other persons (workers and/or members of public).
Other Drugs	The Shire may utilise urine or saliva drug tests for mandatory testing for an entire or all departments.  The Shire may utilise Drug testing and medications and other drugs questionnaire in regard to pre-employment medicals.	The Shire may use urine or saliva drug tests for random testing for an entire or all departments.	The Shire may choose to test for concerns raised through incident involvement; observed behaviour or symptoms exhibiting or evidencing the influence of drugs or impairment or a concern put forward by other persons (workers and/or members of public).
Fitness for Work	The Shire may present information, awareness sessions or courses/workshops or toolbox talks on fitness for work related issues.	Not Applicable.	The Shire may choose to discuss, refer or review with the relevant worker for concerns raised through incident involvement; observed behaviour or symptoms exhibiting or evidencing impaired fitness for work or a concern put forward by other persons (workers and/or members of public).

## 8.0 Related Procedures

### 8.1 Fatigue

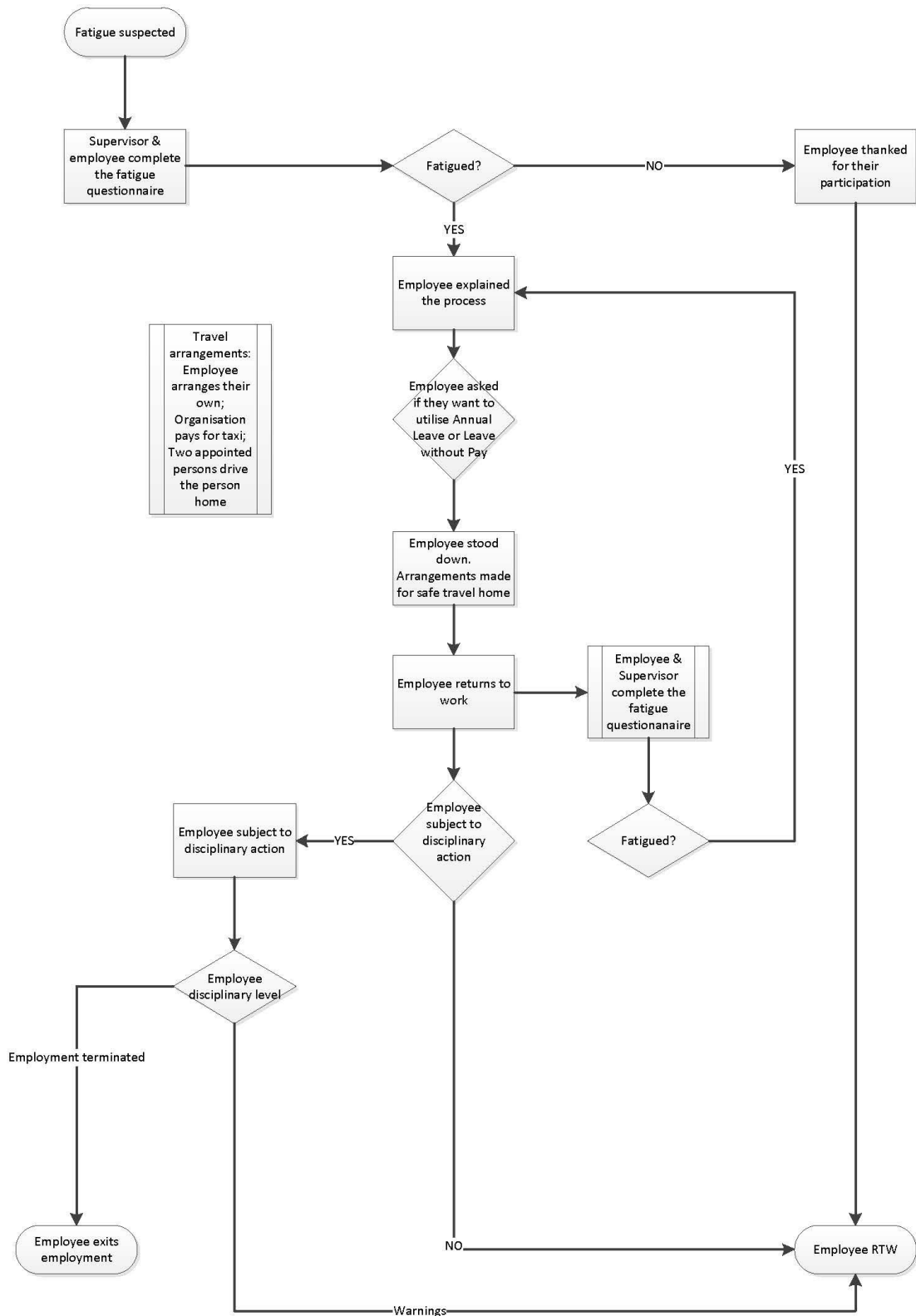
Fatigue can severely impair someone's work performance; their ability to make good decisions and judgement, and also lead to vigilance related errors, mistakes, and procedure breaches as well as affect coordination.

**Testing:** If someone is evidencing fatigue or has self-presented for fatigue the Line Manager/Supervisor will complete the fatigue questionnaire. The Fatigue Decision tree will then be followed.

References:        Observation Questionnaire

                        Fatigue Decision Tree

# Fatigue Decision Tree



## 8.2 Alcohol

Alcohol can severely impair someone's work performance and their ability to make good decisions and judgement, and also lead to:

- vigilance related errors, mistakes, and procedure breaches;
- poor coordination and balance;
- inability to operate machinery and equipment ;and
- inappropriate verbal advice and interactions.

A Blood alcohol content of 0.00 is required at all times except for at Shire endorsed functions (approved by the Chief Executive Officer).

**Testing:** Alcohol will be tested by using a handheld breathalyser. The Breathalyser would be administered by a trained/qualified Shire appointed person and the breathalyser calibrated. The blood alcohol concentration (BAC) should only be taken after a minimum of 15 minutes after ingesting fluids other than water (such as mouthwash) which may register a BAC. Re-testing, likewise, should only take place after 15 minutes from the initial reading with no further ingesting of fluids (other than water).

**For cause:** If someone is evidencing behaviour or impaired work performance evidencing alcohol use or consumption the Line Manager/Supervisor will complete the Alcohol and/or Drugs section questionnaire. The Alcohol Testing Decision tree will then be followed, and the subsequent decision tree on a positive test (blood alcohol above 0.00) will then be followed.

It is noted here, minimal readings that may fall below 0.00 on a retest may trigger the initiation of the Fatigue decision Tree.

References: Observation Questionnaire (Alcohol section)

Alcohol testing Decision Tree

Positive Alcohol Reading Decision Tree

**Planned:** Planned testing may occur across a worksite, within a department or across the whole organisation. The Alcohol Testing Decision tree will then be followed, and the subsequent decision tree on a positive test (blood alcohol above 0.00) will then be followed.

It is noted here, minimal readings that may fall below a 0.00 on a retest may trigger the initiation of the Fatigue decision Tree.

References: Observation Questionnaire (Alcohol section)

Alcohol testing Decision Tree

Positive Alcohol Reading Decision Tree

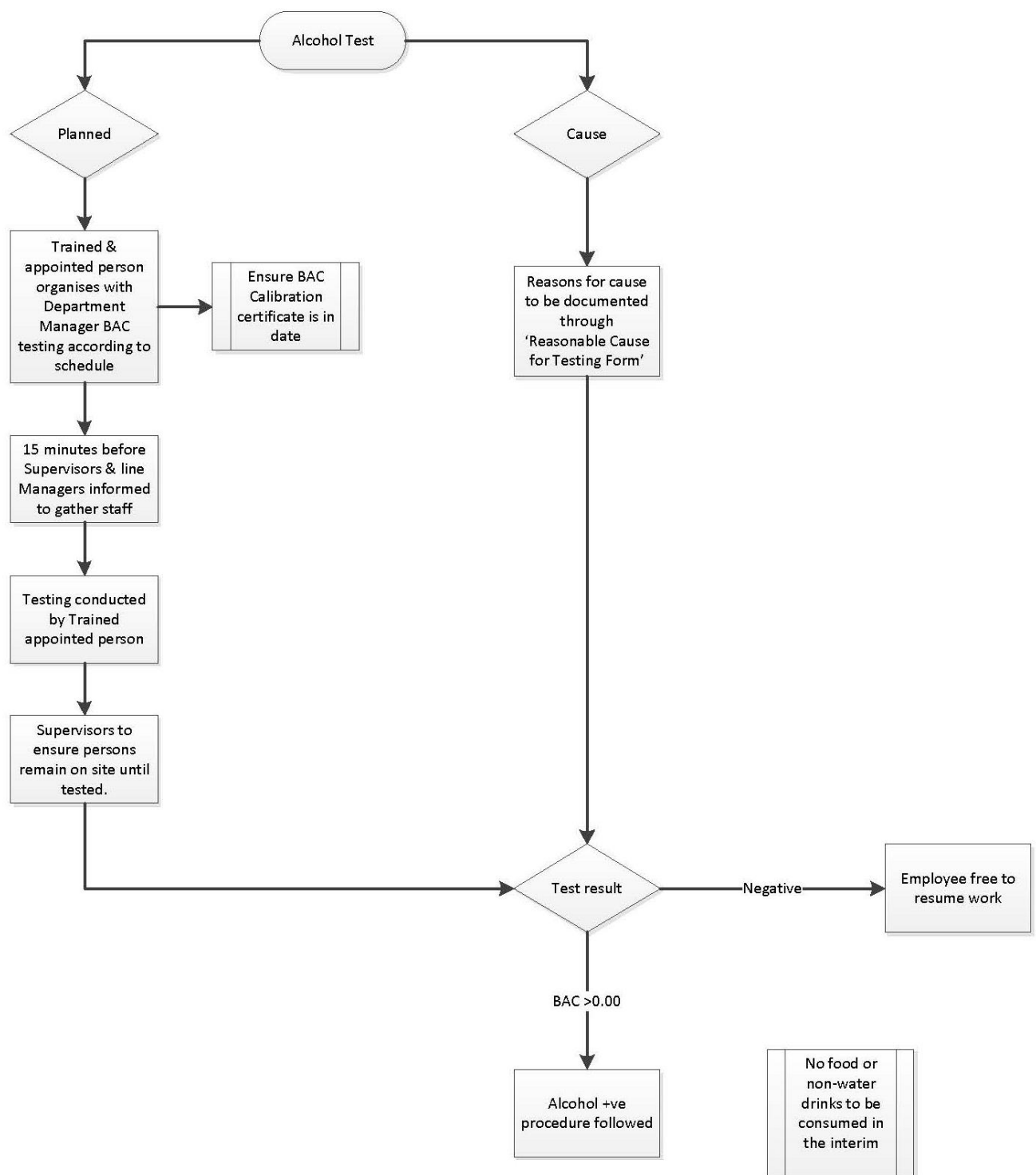
### **Planned Shire endorsed social events/functions**

Except in situations where the Shire of Gnowangerup holds a function on the premises and alcohol is provided, employees must not bring in and/or consume/sell alcohol in the workplace. Routine Shire endorsed activities are, but not limited to, council meeting attendance, Christmas parties, leaving and work anniversary parties, project conclusions, and routine social club functions/meetings.

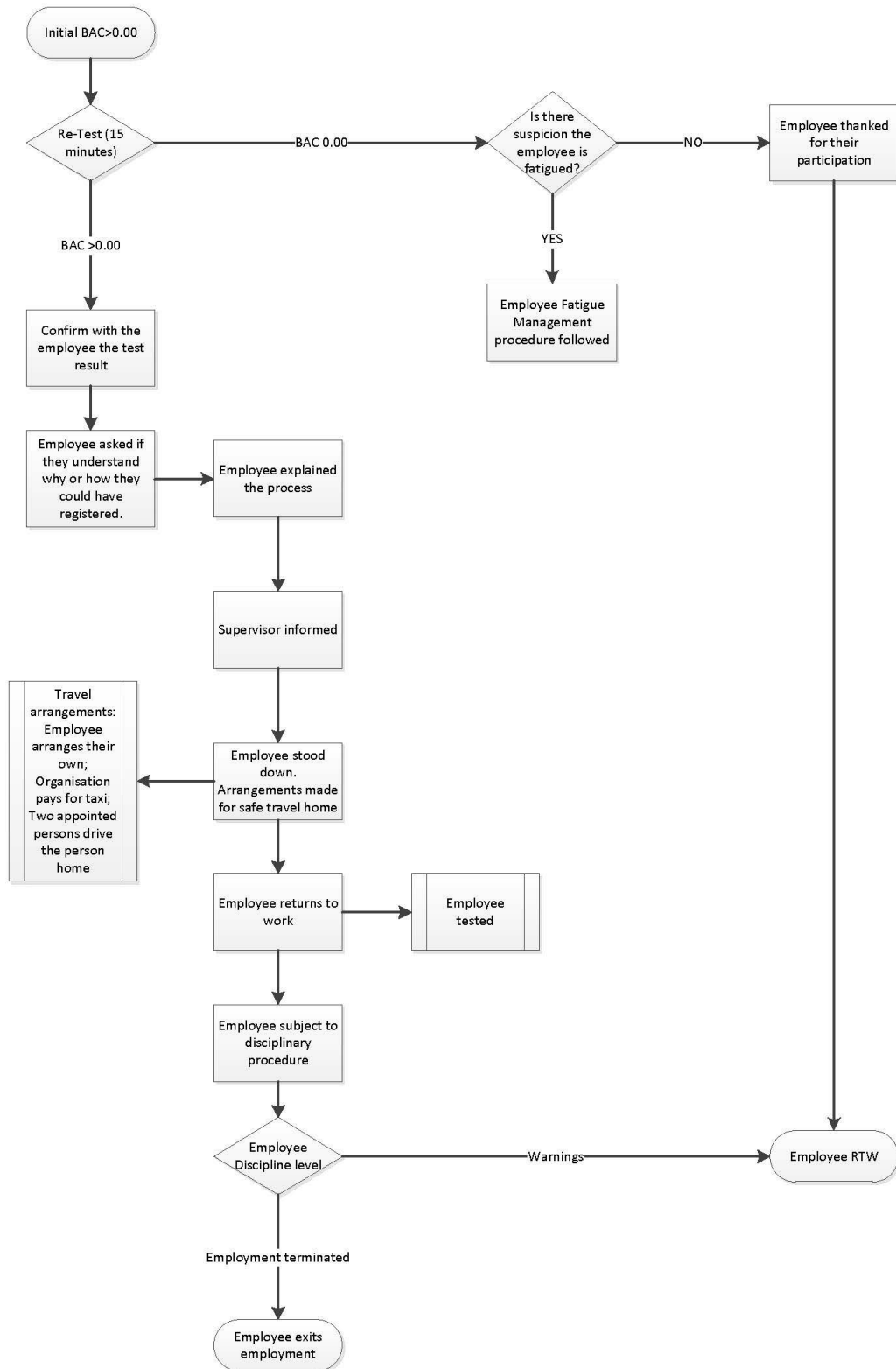
The planning of such events must take into consideration supervisory practices, restraint in terms of limiting access and availability of excessive amounts of alcohol (RSA- Responsible Service of Alcohol certified person functioning in that capacity), contingency measures for attendees to get home safely and the rule 'that all work has stopped' including provision of advice, operating any equipment (from computers to mobile plant and vehicles) as well as instructions to attendees of expected standards of behaviour/etiquette (including acceptance of / non-commentary on people's decision to not partake in consuming alcoholic beverages).

Low alcohol and non-alcoholic beverages should be encouraged / made available.

# Alcohol testing Decision Tree



# Positive Alcohol Reading Decision Tree



### 8.3 Drugs

Drugs can severely impair someone's work performance and their ability to make good decisions and demonstrate good judgement, leading to:

- vigilance related errors, mistakes, and procedure breaches;
- poor coordination and balance;
- inability to operate machinery and equipment;
- inappropriate verbal advice and interactions; and
- emotional instability.

**Testing** will be conducted by an external service provider through urine analysis and in accordance with AS4308:2008 Procedures for specimen collection and the detection and quantification of drugs of abuse in urine. A confirmation test by a NATA Accredited Laboratory is required after an initial non-negative test result. The NATA accredited test will determine whether the sample is confirmed positive according to the Australian Standard AS4308:2008.

Drugs tested for, may be, but not limited to the following classes: Amphetamine type substances, Benzodiazepines, Cannabis metabolites, Cocaine metabolites, Opiates.

Below is a table indicating the Cut-off levels for detection under AS4308. Any non-negative results at or above cut off level will result in confirmatory testing at a NATA accredited Laboratory.

Class of Drug	Cut off level µg/L
Amphetamine type substances,	300
Benzodiazepines	200
Cannabis metabolites	50
Cocaine metabolites	300
Opiates	300

**For cause:** If someone is evidencing behaviour or impaired work performance evidencing drug use or consumption the Line Manager/Supervisor will complete the Alcohol and/or Drugs section questionnaire. The Drug Testing Decision tree will then be followed, and the subsequent decision tree on a non-negative result will then be followed.

References:        Observation Questionnaire (Alcohol &/or Drugs section)  
                         Drug Testing Decision Tree  
                         Non-Negative Result Decision Tree

**Planned:** Planned testing may occur across a worksite, within a department or across the whole organisation, or for individuals on an agreed plan. The Drug Testing Decision tree will then be followed, and the subsequent decision tree on a non-negative result will then be followed.

References:        Observation Questionnaire (Alcohol &/or Drugs section)



Drug Testing Decision Tree  
Non-Negative Result Decision Tree

8.4 Prescription medications

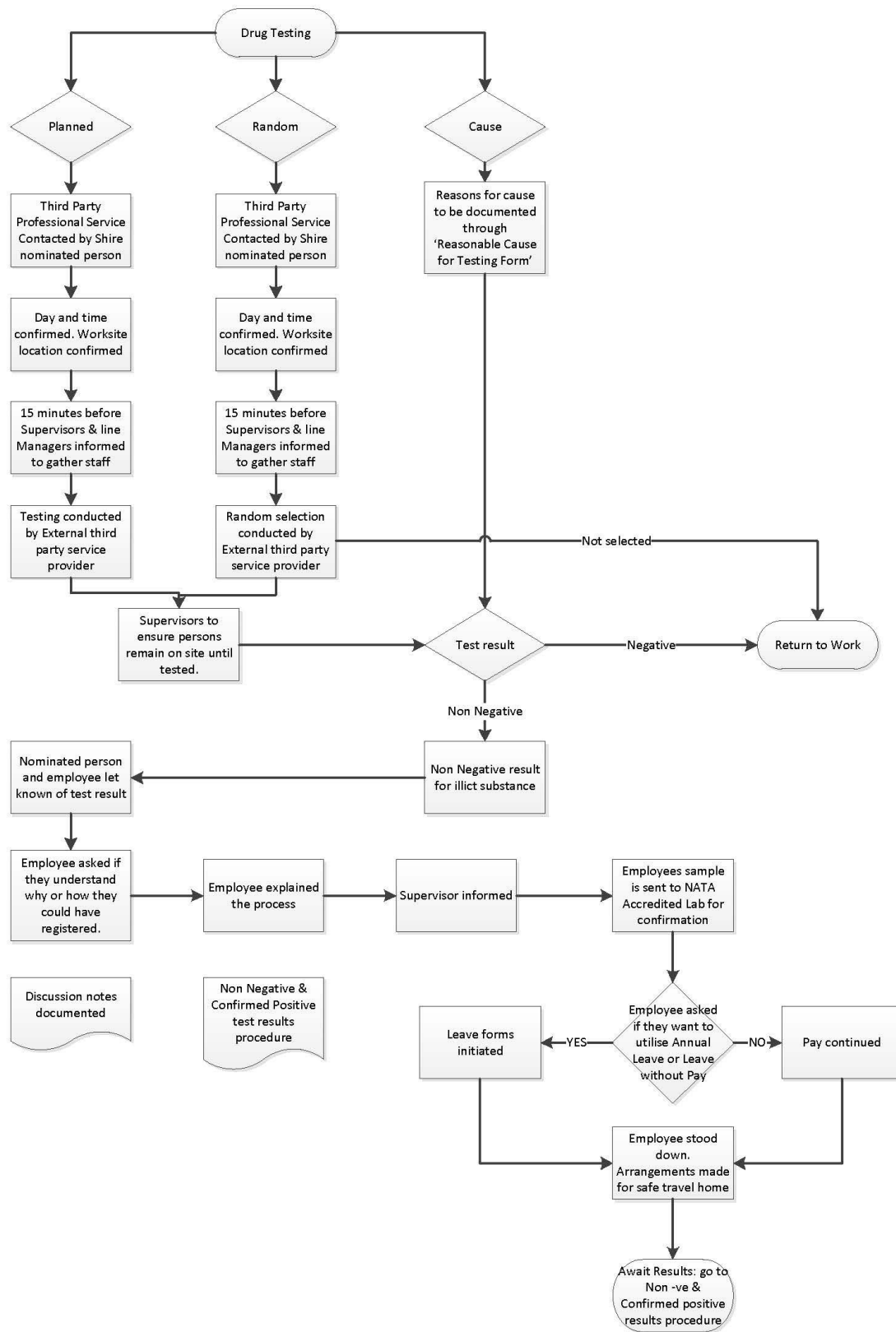
The Employee must follow the instructions in respect of prescribed or over the counter medications. If the medication affects their ability to perform a task they must advise their supervisor or manager. Employees taking prescribed or over the counter medication must not commence duties if their doctor or pharmacist indicates that it would not be safe to do so.

It is expected when being prescribed medication that workers indicate to the medical professional what the nature of their work is accurately so the medical practitioner may have opportunity to prescribe the most appropriate medication to reduce impact on safety performance.

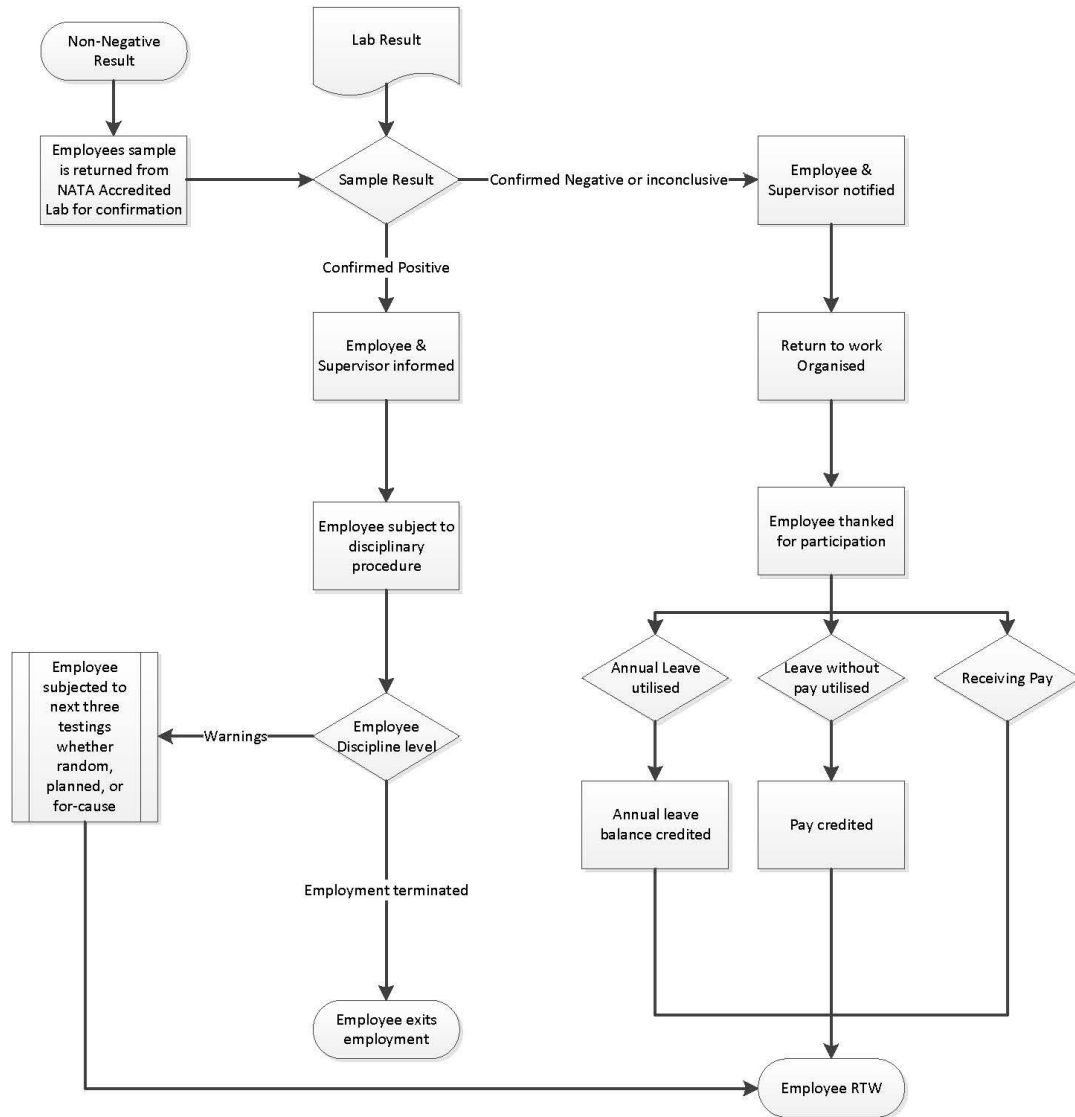
8.5 Presence of illicit drugs on Shire premises/assets

Workers who buy, take, or sell drugs on Shire of Gnowangerup premises and assets (including Shire controlled mobile plant & vehicles), may be found to have engaged in serious misconduct. Such behaviour may result in disciplinary action up to and including dismissal and may be referred to the relevant authorities.

# Drug Testing Decision Tree



# Non-Negative Result Decision Tree



## 9.0 Breach of Policy

A person will be considered in breach of the policy if he/she:

- Returns a positive test result in a urine sample (a non-negative test found to be inconclusive or below the cut off limits does/will not represent a breach of the policy and the records will not be utilised for any other reason other than to demonstrate that testing is occurring);
- A Blood Alcohol content that remains over 0.00 from the calibrated breath test after the initial test 15 minutes prior;
- Without reasonable cause fails to attend for assessment;
- Without reasonable cause, fails to comply with any request to provide a breath or urine sample in accordance with this policy;
- Without reasonable cause, fails to provide all reasonable cooperation in relation to any sample collection procedure, or refuses to sign/complete any sample collection documents or labels;
- Avoids, adulterates or falsifies any breath or urine sample;
- Substitutes for another worker or arranges, or is involved in, any such substitution;
- Refuses to participate in any rehabilitation program, as requested; or
- Aids or abets any person in breaching this policy.

Such breaches of policy will be considered to be serious misconduct on the part of the person and will be treated as such in terms of the range of disciplinary measures available to the Shire:

### **First Offence:**

- (i) The employee will be immediately suspended from duty without pay if found unfit to work;
- (ii) The employee will not be permitted to return to work until they have been tested again and proved negative for all prescribed substances;
- (iii) The employee will be given the opportunity to state their case. Unless there are convincing arguments to the contrary, this procedure will continue;
- (iv) The employee will be counselled by their supervisor that will focus on;
  - a. the unacceptability of the employee's behaviour;
  - b. the risk that such behaviour creates for the safety of the individual and other employees or members of the public;
  - c. the employee's responsibility to demonstrate that the problem is being effectively addressed; and
  - d. that any future breach of the policy will result in second offence or instant dismissal.
- (v) The employee will be formally offered the opportunity to contact a professional counsellor. The decision to undertake counselling or other treatment for alcohol or other drug or substance problem is the responsibility of the employee and cannot be made mandatory. However, refusal to accept counselling may result in instant dismissal on second offence. The Shire of

Gnowangerup will insist that the employee provide satisfactory evidence that the effect of work performance and/or safety has been addressed before they are permitted to return to work.

**Second Offence:**

- (i) The employee will be immediately suspended from duty without pay if found unfit for work;
- (ii) The employee will be given the opportunity to state their case. Unless there are convincing arguments to the contrary, this procedure will continue;
- (iii) The employee will not be permitted to return to work until they have been tested again and proved negative for all prescribed substances;
- (iv) The employee will be counselled by their supervisor that will focus on;
  - a. the unacceptability of the employee's behaviour;
  - b. the risk that such behaviour creates for the safety of the individual and other employees or members of the public;
  - c. the employee's responsibility to demonstrate that the problem is being effectively addressed; and
  - d. that any future breach of the policy will result in instant dismissal.
- (vi) Counselling will be offered, refer to First Offence (v), if counselling was not used in the first offence;
- (vii) The employee will be instantly dismissed without notice if found to decline the suggestion of counselling on second offence; and
- (viii) The employee will be submitted randomly for alcohol and / or drug screening for the period of up to six months paid by the Shire of Gnowangerup. If tests confirm positive, instant dismissal will follow. If the employee refuses to comply, instant dismissal will follow.

**Third Offence:**

- (i) The employee will be given the opportunity to state their case. Unless there are convincing arguments to the contrary, this procedure will continue; and
- (ii) The employee will be immediately dismissed from duty without notice.

**Instant Dismissal:**

The following are guidelines to circumstances that will result in dismissal without notice:

- (i) Any attempt to falsify the drug and alcohol screen;
- (ii) Cultivating, selling or supplying drugs and/or other substances; and
- (iii) Unauthorised consumption of illicit drugs or alcohol whilst on the work site or during the working period.

- (iv) Unlawful behaviour.

This policy may be cancelled or varied from time to time at the Shire's discretion.

#### 10.0 Observation Questionnaire

<b>Fatigue</b>	<b>Is there indication of?</b>	<b>Observation</b>
slower reactions		
reduced ability to process information		
memory lapses		
absent-mindedness		
decreased awareness		
lack of attention		
reduced ability to identify and calculate risk		
reduced coordination		
changes in behaviour (e.g. arriving late for work).		
<b>Alcohol &amp;/or Drugs</b>	<b>Is there indication of?</b>	<b>Observation</b>
slower reactions		
reduced ability to process information		
memory lapses		
absent-mindedness		
decreased awareness		
lack of attention		
reduced ability to identify and calculate risk		
reduced coordination		
changes in behaviour (e.g. arriving late for work).		

## 3.9 RECRUITMENT AND SELECTION POLICY

<b>Policy Type:</b>	Human Resources & Communication
<b>Date Adopted:</b>	18 December 2019

<b>Policy No:</b>	3.9
<b>Date Last Reviewed:</b>	Nil

<b>Legal (Parent):</b> <ol style="list-style-type: none"> <li>1. Local Government Act 1995</li> <li>2. Equal Opportunity Act 1984</li> <li>3. Occupational Safety and Health Act 1984</li> </ol>
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<b>Legal (Subsidiary):</b> <ol style="list-style-type: none"> <li>1. Local Government (Administration) Regulations 1996</li> </ol>
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<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	Yes
<b>Staff Procedure Number</b>	3.8

ADOPTED POLICY	
<b>Title:</b>	RECRUITMENT AND SELECTION POLICY
<b>Objective:</b>	To ensure appropriate and consistent recruitment and selection standards are applied at the Shire of Gnowangerup.

### 1.0 POLICY STATEMENT

- 1.1 This policy outlines the Shire of Gnowangerup's commitment to undertake the recruitment and selection of employees in accordance with the principles outlined in section 5.40 of the *Local Government Act 1995* (the Act) and to ensure successful recruitment and selection decisions are made.

### 2.0 APPLICATION

- 2.1 This policy applies to the recruitment and selection of all vacant positions excluding the Chief Executive Officer (CEO).
- 2.2 CEO recruitment and employment procedures are prescribed in the relevant sections of the Act and the *Local Government (Administration) Regulations 1996*.
- 2.3 If the CEO is recruiting a "senior employee" as defined in section 5.37 of the Act, this policy applies in addition to the requirement for the CEO to inform Council of any decision to employ or dismiss a "senior employee".

### 3.0 MERIT AND EQUITY

- 3.1 The Shire of Gnowangerup is committed to ensuring recruitment, selection, promotion and other personnel decisions are fair, consistent, transparent, professional and compliant with the principles set out in section 5.40 of the Act.

- 3.2 Recruitment and selection practices are to be conducted to ensure high calibre candidates apply for vacancies.

#### 4.0 EQUAL OPPORTUNITY EMPLOYMENT

- 4.1 The Shire of Gnowangerup recognises its legal, moral, social and ethical obligations to actively promote and practice the principles of equal opportunity in all aspects of employment.
- 4.2 The Local Government will ensure it meets its obligations to coordinate a process free from discrimination by ensuring:
- all advertisements, job descriptions and titles are non-discriminatory;
  - the most suitable person is appointed to a position based on qualifications, skills, expertise, experience and aptitude;
  - all personnel forms are non-discriminatory and relevant in phrasing and requirements, and
  - benefits and entitlements are accessible and administered in a consistent manner throughout the workforce.

#### 5.0 AUTHORITIES AND RESPONSIBILITIES

- 5.1 Managers and supervisors are responsible for the recruitment and selection of employees:
- by assessing the need to recruit for a position;
  - within the scope of their direct or indirect supervision;
  - within approved budget allocations;
  - in accordance with this policy and relevant operational procedures; and
  - in consultation with the CEO.
- 5.2 The CEO is required to execute the employment contract on behalf of the Shire of Gnowangerup.
- 5.3 The Deputy CEO is responsible for working with the relevant manager or supervisor to ensure procedural integrity of the recruitment and selection process.

#### 6.0 CONFIDENTIALITY OF INFORMATION AND CONFLICT OF INTEREST

- 6.1 All employees involved in the recruitment and selection process will be bound by:
- strict standards of confidentiality; and
  - disclosure of interest requirements as outlined in the Shire of Gnowangerup's Code of Conduct.



## 7.0 REVIEW OF POSITIONS

- 7.1 The Shire of Gnowangerup reserves the right to review the need for any position within its existing organisational structure. All positions need to comply with the allocation of resources to meet the objectives of the Workforce Plan, Strategic Community Plan and Corporate Business Plan.

## 8.0 INTERNAL APPOINTMENTS

- 8.1 The Shire of Gnowangerup recognises that it may have internal applicants for vacancies. All internal applicants will be subject to the same recruitment and selection processes and pre-employment checks as external applicants.

## 9.0 SELECTION AND APPOINTMENT

- 9.1 Selection of the preferred candidate must demonstrate substantial alignment with the requirements of the role, as described in the relevant Position Description.
- 9.2 As a general rule, all required pre-employment checks as documented in the Recruitment and Selection Procedure will be undertaken before a preferred candidate is offered a contract of employment for the position.

## 10.0 PROBATION

- 10.1 All new permanent or maximum/fixed term appointments of more than six months will be subject to a probation period of at least three months but no more than six months.

## 11.0 RECORD KEEPING

- 11.1 Records must be created and maintained to evidence compliance with this policy, in accordance with the Shire of Gnowangerup's Recordkeeping Plan and the *State Records Act 2000*.

### 3.10 EMPLOYEE RECOGNITION GRATUITY POLICY

<b>Policy Type:</b>	Human Resource & Communications
<b>Date Adopted:</b>	26 April 2018

<b>Policy No:</b>	3.10
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>  1. Local Government Act 1995 (As Amended) – Section 5.50.
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<b>Legal (Subsidiary):</b>  1. Local Government (Administration) Regulations 1996, Regulation 19A
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<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	EMPLOYEE RECOGNITION GRATUITY POLICY
<b>Objective:</b>	To recognise the services of employees with the Shire. To reward employees for their contribution to organisational success.

- 1.0 Upon resignation or retirement, Council shall award an employee a token payment in recognition of continuous years of service, based on the following provisions:
- 1.1 Council will offer employees who have completed more than four years of service a “Sundowner/Cocktail Function”, with partners invited, and a gift of up to \$50 per year of service at the discretion of the CEO, capped at \$1,000.
  - 1.2 All employees who have completed at least one year of service but no more than four are to be invited to social drinks, either on or near their finishing date. The Shire President or other suitable person will present a gift of up to \$50 per year, at the discretion of the CEO, reflecting the employee’s duration of service.
  - 1.3 In recognition of equality for employees who have completed more than four years of service but who do not have the benefit of enterprise bargaining in their employment conditions, the following provisions apply:

<b>Unused Personal Leave Payout</b>	<b>Portion of Entitlement included in Termination Payout</b>
1-200 hours	20%
201-400 hours	40%
401-600 hours	60%
601+ hours	80%

The above calculation is capped at a maximum of \$5,000 as per Local Government (Administration) Regulations 1996 – Reg 19A.

Payment of the above is calculated at the employee's rate of pay as at the date of resignation or retirement and, being made before tax, forms part of the employee's taxable income.

- 1.4 Employees who are terminated as a result of unsatisfactory work performance and or serious misconduct are excluded from the benefits provided for in this Policy.

### 3.11. EMPLOYEE – OTHER LEAVE

<b>Policy Type:</b>	Human Resources & Communication
<b>Date Adopted:</b>	23 October 2019

<b>Policy No:</b>	3.11
<b>Date Last Reviewed:</b>	N/A

<b>Legal (Parent):</b>
9. Local Government Act 1995

<b>Legal (Subsidiary):</b>

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	<b>EMPLOYEE – OTHER LEAVE POLICY</b>
<b>Objective:</b>	<b>To provide employees who are members of an approved volunteer emergency organisation access to leave for the purpose of active service.</b>

1. St John Ambulance / Emergency Services / SES Leave
  - 1.1. An employee, other than a casual, involved in recognised voluntary services, including St John Ambulance, SES or Bush Fire Brigades, shall be entitled to paid time off to attend to emergency situations.
  - 1.2. In order to receive payment, employees shall supply proof of time off required, to the Deputy CEO, and approval shall be limited to a maximum of 38 hours per calendar year.
  - 1.3. Should the amount of leave required exceed more than one day then approval from the Chief Executive Officer will be sought.
  - 1.4. Employees seeking leave under this Policy must provide certification that they have become members of a recognised volunteer emergency service organisation.
2. Paid leave granted under this Policy will be paid for the time absent from duty up to the total of ordinary time usually worked in that day or period during the emergency/service, but not including time in excess of ordinary working hours, weekends or public holidays.

### 3.12 DISCIPLINARY POLICY

<b>Policy Type:</b>	Human Resources and Communication
<b>Date Adopted:</b>	28 October 2020

<b>Policy No:</b>	3.12
<b>Date Last Reviewed:</b>	28 October 2020

<b>Legal (Parent):</b>
<ol style="list-style-type: none"> <li>1. Fair Work Act 2009</li> <li>2. Corruption and Crime Commission Act 2003 (WA)</li> <li>3. Public Interest Disclosures Act 2003</li> <li>4. Public Sector Management Act 1994</li> </ol>

<b>Legal (Subsidiary):</b>
<ol style="list-style-type: none"> <li>1. Nil</li> </ol>

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	Yes
<b>Staff Procedure Number</b>	3.3

ADOPTED POLICY	
<b>Title:</b>	<b>DISCIPLINARY POLICY</b>
<b>Objective:</b>	<b>To provide the Shire of Gnowangerup with guidance on how to apply disciplinary action against employees in a consistent, fair and objective manner.</b>

#### Policy Statement

The Shire of Gnowangerup may from time to time consider that issues of employee behaviour, misconduct or unacceptable performance levels require disciplinary action.

#### Application

This policy applies to all employees who work at Shire of Gnowangerup including contractors, volunteers and any person performing work for or with the Shire of Gnowangerup in any capacity.

#### Commitment

The Shire of Gnowangerup is committed to providing the best possible service and ensuring its employees perform and conduct themselves in accordance with the Shire of Gnowangerup's Code of Conduct, policies, procedures and guidelines. Any disciplinary procedure will be applied in a consistent, fair and objective manner, and it will ensure that, where reasonable, employees are given an opportunity and assistance to improve.

## Authority to take Disciplinary Action

Disciplinary action may only be taken when authorised by the Chief Executive Officer (CEO).

## When the Disciplinary Policy Applies

Some examples of when this policy may be invoked include breaches of the Shire of Gnowangerup policies and procedures including, but not limited to:

- breaches of the Code of Conduct such as failing to disclose a conflict of interest, or accepting a prohibited gift; or
- poor performance such as frequently attending for work late or producing a poor quality of work; or
- inappropriate behaviour such as theft, violating the Harassment, Bullying and Anti-Discrimination Policy, or wilfully disobeying a lawful instruction.

## General Disciplinary Principles

The following principles will apply to any disciplinary action taken:

- **Nature of allegation and investigation:** Before formal disciplinary action is taken against an employee, the nature of the allegations made against an employee will be put to the employee and an investigation may follow, in accordance with the Dispute Resolution and Grievance Policy and Procedure;
- **Right to a support person:** Where an employee is required to attend a formal meeting regarding a disciplinary matter or procedure, the employee may be accompanied by a support person where practicable. The role of a support person is not to advocate on behalf of anyone, but to simply provide emotional or other support;
- **Confidential:** All parties must keep matters related to a disciplinary process confidential; and
- **Fair and impartial:** The Shire of Gnowangerup strives to keep the disciplinary process fair and impartial, meaning that all parties involved will have an opportunity to put their case forward and be given an opportunity to respond.

## Serious Misconduct

Serious misconduct pursuant to the Fair Work Regulations 2009 includes, but is not limited to:

- wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
- conduct that causes serious and imminent risk to the health or safety of a person; or the reputation, viability or profitability of the Shire of Gnowangerup's organisation;
- the employee, in the course of the employee's employment, engaging in:
  - theft; or
  - fraud; or
  - assault;
- the employee being intoxicated at work; or
- the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

If an employee engages in serious misconduct, disciplinary action that may be taken includes, but is not limited to, summary dismissal (termination of employment without notice).

### **Other Disciplinary Action**

With the exception of serious misconduct, where an employee has engaged in an act or omission which is inconsistent with any of the Shire of Gnowangerup's Policies, the employee could be disciplined as follows:

- **Verbal warning** – Where an employee engages in an act or omission which is inconsistent with the Policies, the CEO has the discretion to issue the employee with a verbal warning. The verbal warning should be noted in a file note and placed on the employee's personnel file;
- **Written warning** – If the employee engages in a more serious act or omission, or acts in a manner which is inconsistent with the Policies, the CEO has the discretion to issue the employee with a written warning. The employee must be given a copy of the written warning.; and
- **Termination of employment with notice** – In cases other than summary dismissal, an employee's employment may be terminated with notice or payment in lieu of notice provided the Shire of Gnowangerup has a valid reason for terminating the employee's employment and the employee has an opportunity to respond to the reasons for termination.

Whenever an employee is required to attend a meeting regarding a disciplinary issue, the employee may have a support person present where practicable. The type of disciplinary action taken against an employee is at the Shire of Gnowangerup's discretion and the type of disciplinary action will depend on the seriousness and frequency of any misconduct or performance issue.

### **Principles to be Applied**

- Where disciplinary action is taken, the principles of procedural fairness must prevail. These principles are expanded on in the Shire of Gnowangerup's Dispute Resolution and Grievance Policy and Procedure.

### **Investigation Procedures for Alleged Misconduct**

Investigations into alleged misconduct should follow the processes detailed in the Shire of Gnowangerup's Dispute Resolution and Grievance Policy and Procedure.

### **Reporting Obligations**

If an officer or employee of the Shire of Gnowangerup has reporting obligations pursuant to the Corruption and Crime Commission Act 2003 (WA) and suspects on reasonable grounds that a matter arises which concerns or may concern misconduct, the Corruption and Crime Commission must be notified of that matter as soon as reasonably practicable.

Employees must also be aware of and adhere to any obligations pursuant to the Public Interest Disclosure Act 2003 (WA).

**Variation to this Policy**

This policy may be cancelled or varied from time to time. All the organisation's employees will be notified of any variation to this policy by the normal correspondence method.

**Related Corporate Documents**

- Dispute Resolution and Grievance Policy
- Dispute Resolution and Grievance Procedure
- Shire of Gnowangerup Code of Conduct



# FINANCE

## 4.1 PURCHASING POLICY

<b>Policy Type:</b>	Finance
<b>Date Adopted:</b>	22 June 1998

<b>Policy No:</b>	4.1
<b>Date Last Reviewed:</b>	27 May 2020

<b>Legal (Parent):</b>
<ol style="list-style-type: none"> <li>1. Local Government Act 1995 – Section 3.57.</li> <li>2. Local Government (Functions and General) Regulations – Regulation 11A</li> </ol>

<b>Legal (Subsidiary):</b>
<ol style="list-style-type: none"> <li>1. State Records Act 2000</li> <li>2. Shire of Gnowangerup Code of Conduct</li> </ol>

<b>Delegation of Authority Applicable</b>	Yes
<b>Delegation Numbers</b>	1.2.5, 1.2.7

<b>Staff Procedure Applicable</b>	Yes
<b>Staff Procedure Number</b>	4.7

ADOPTED POLICY	
<b>Title:</b>	PURCHASING POLICY
<b>Objective:</b>	<p>To ensure that all purchasing activities:</p> <p>This policy:</p> <ol style="list-style-type: none"> <li>1. Ensures compliance with the Local Government Act 1995 and the Local Government (Functions and General) Regulations 1996 to establish a framework of operational standards for contracts to purchase goods and services;</li> <li>2. Provides guidance to all Council employees on all levels of procurement to ensure ethical behavior, and to ensure probity, and transparency;</li> <li>3. Ensures that the Shire receives value for money as a result of its purchasing activities;</li> <li>4. Aims to deliver a high level of accountability whilst providing a flexible, efficient and effective and transparent procurement framework;</li> <li>5. Ensures that the Shire considers the environmental and sustainability implications of the procurement process across the life cycle of goods and services; and</li> <li>6. Ensures that all purchasing transactions are recorded in compliance with the State Records Act 2000 and associated records management practices and procedures of the Shire.</li> </ol>

### 1.0 Strategy

The Shire is committed to sustainable procurement practices. The Shire will advertise and assess quotes and tenders to secure supply arrangements that contribute to achieving the Shire's strategic goals and objectives in line with the following principles:

- Enhance our natural and built environment by purchasing products and services that demonstrate environmental best practice and will reduce negative impacts;
- Enhance our economic environment by ensuring value for money in all contracting and purchasing;
- Ensure Good Governance by maintaining transparency in contracting and purchasing, minimising the risk to the Shire of Gnowangerup through the application of a robust risk management mechanisms ensuring that the products and services it purchases are in line with the Shire's objectives; and
- Where appropriate, the Shire shall endeavour to provide an advantage to suppliers demonstrating that they minimise environmental and negative social impacts and embrace sustainable business practices.
- Where possible suppliers operating within the Great Southern Region are to be given the opportunity to quote for goods & services required by the Shire

## 2.0 Ethics and Integrity

### Code of Conduct

All officers and employees of the Shire undertaking purchasing activities must have regard for the Code of Conduct requirements, shall observe the highest standards of ethics and integrity and act in an honest and professional manner at all times which supports the standing of the Shire.

## 3.0 Purchasing Procedure

For detailed purchasing procedures, please refer to the Purchasing Procedure

## 4.0 Purchasing Thresholds

The table below prescribes the purchasing process that the Shire must follow, based on the purchase value:

Purchase Value Threshold (Ex GST)	Purchasing Requirement
Up to \$5,000 annually	<p>Purchase directly from a supplier using Petty Cash for minor items, a Purchase Order or Corporate Credit Card issued by the Shire, or seek at least one (1) oral or written quotation from a suitable supplier, either from:</p> <p>an existing panel of pre-qualified suppliers administered by the Shire; or</p> <p>a pre-qualified supplier on the WALGA Preferred Supply Program or State Government Common Use Arrangement (CUA); or</p> <p>from the open market.</p>

Purchase Value Threshold (Ex GST)	Purchasing Requirement
<b>Over \$5,000 and up to \$20,000 annually</b>	<p>Seek at least two (2) verbal or written quotations from suppliers following a brief outlining the specified requirement, either from:</p> <p>an existing panel of pre-qualified suppliers administered by the Shire; or</p> <p>a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA; or</p> <p>from the open market.</p>
<b>Over \$20,000 and up to \$50,000 annually</b>	<p>Seek at least two (2) written quotations from suppliers following a brief outlining the specified requirement, either from:</p> <p>an existing panel of pre-qualified suppliers administered by the Shire; or</p> <p>a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA; or</p> <p>from the open market.</p>
<b>Over \$50,000 and up to \$250,000 (over 3 year period)</b>	<p>Seek at least three (3) written quotations from suppliers by formal invitation under a Request for Quotation, containing price and detailed specification of goods and services required. The procurement decision is to be based on pre-determined evaluation criteria that assesses all value for money considerations in accordance with the definition stated within this Policy.</p> <p>Quotations within this threshold may be obtained from:</p> <p>an existing panel of pre-qualified suppliers administered by the Shire; or</p> <p>a pre-qualified supplier on the WALGA Preferred Supply Program or State Government CUA; or</p> <p>from the open market.</p> <p>Requests for quotation from a pre-qualified panel of suppliers (whether administered by the Shire through the WALGA preferred supply program or State Government CUA) are not required to be invited using a Request for Quotation form, however at least three written quotes are still required to be obtained.</p>

Purchase Value Threshold (Ex GST)	Purchasing Requirement
Over \$250,000 RFT Required	<p><b>1. Tender Exempt arrangements:</b> i.e. WALGA PSA, CUA or other tender exemption under F&amp;G Reg.11(2). This requires at least three (3) written quotes from suppliers under a formal Request for Quotation (RFQ),</p> <p><b>OR</b></p> <p><b>2. Public Tender:</b> conduct a public Request for Tender (RFT) process in accordance with the <i>Local Government Act 1995 and Local Government (Functions and General) Regulations 1996</i>, this Policy and the Shire's tender and purchasing procedures. The procurement decision is to be based on pre-determined evaluation criteria that assesses all value for money considerations in accordance with the definition stated within this Policy.</p>
Emergency Purchases	Refer to Purchasing Procedure.
LGIS Services LG Act 1995 Section 9.58(6)(b)	<p>The suite of LGIS insurances are established in accordance with s.9.58(6)(b) of the <i>Local Government Act 1995</i> and are provided as part of a mutual, where WALGA Member Local Governments are the owners of LGIS. Therefore, obtaining LGIS insurance services is available as a member-base service and is not defined as a purchasing activity subject to this Policy.</p> <p>Should Council resolve to seek quotations from alternative insurance suppliers, compliance with this Policy is required.</p>

## 5.0 Records Management

All Local Government purchasing activity, communications and transactions must be evidenced and retained as local government records in accordance with the *State Records Act 2000* and the Shire's Recordkeeping Plan.

In addition, the Shire must consider and will include in each contract for the provision of works or services, the contractor's obligations for creating, maintaining and where necessary the transferal of records to the Shire relevant to the performance of the contract.

## 6.0 Application and Quality Assurance

Responsibility for the application, implementation and quality assurance of this policy rests with the Chief Executive Officer, Management, Shire President and Councilors.

## 4.2 COLLECTION OF NON-RATES DEBTS POLICY

<b>Policy Type:</b>	Finance
<b>Date Adopted:</b>	18 April 2007

<b>Policy No:</b>	4.2
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
<ol style="list-style-type: none"> <li>Local Government Act 1995 (As Amended) – Section 6.13.</li> <li>Financial Management Regulations 19A &amp; 19B</li> </ol>

<b>Legal (Subsidiary):</b>
<ol style="list-style-type: none"> <li>Nil</li> </ol>

<b>Delegation of Authority Applicable</b>	Yes
<b>Delegation Number</b>	1.2.8

<b>Staff Procedure Applicable</b>	Yes
<b>Staff Procedure Number</b>	4.6

ADOPTED POLICY	
<b>Title:</b>	COLLECTION OF NON-RATES DEBTS POLICY
<b>Objective:</b>	To provide for the collection of outstanding debts and charging of interest in relation to debts other than rates.

### 1.0 Debt Management

- 1.1 All monies owed to Council for any fee or charge raised under Sections 6,16 and 6.17 of the *Local Government Act 1995*, or any reimbursement that is due to Council, are deemed to be overdue following a period of thirty-five (35) days from the date of the original invoice.
- 1.2 If the invoice is not paid by the due date specified in 1.1, then the following recovery process will take place.
  - (a) For amounts outstanding for up to 30 days, the Responsible Officer is to issue a Statement to the debtor with an 'overdue' sticker attached to the Statement.
  - (b) For amounts outstanding for greater than 30 days but less than 60 days, the Responsible Officer is to issue a Statement to the debtor with 'any reason for overdue account' sticker attached to the statement.
  - (c) For amounts outstanding for greater than 60 days, the Responsible Officer is to issue a letter of demand to the debtor and instruct a debt collection agency to initiate debt recovery action.
  - (d) Any further line of credit is to be withdrawn until the debt is paid in full, or an arrangement has been entered into to pay off the outstanding debt.
- 1.3 Before any third party is engaged to take legal action to recover an outstanding debt, the Deputy CEO is to be consulted to ensure that this action is appropriate giving due consideration to all issues that have led to the debt being overdue and not paid.

- 1.4 Once all reasonable attempts to either locate the debtor or to obtain payment have failed, the responsible officer for raising the debt will be asked to submit a written request for the invoice to be considered for write off.
- 1.5 Approval will be sought from Council for the debt to be written off. Once approval has been received, the appropriate entries are to be made in the Accounts Receivable Ledger.

## 2.0 Debt Raised in Error or Debt Adjustment

- 2.1 If a debt has been raised in error or requires an adjustment then an explanation will be sought from the relevant staff members. Once this has been received a credit note request will be raised which is to be authorised by both the staff member who raised the initial invoice and the Deputy CEO.

## 3.0 Interest on Overdue Accounts

- 3.1 Interest may be calculated on the total outstanding debt once it has exceeded the due date of the invoice. The rate of interest imposed is that as determined by Council as contained in the Annual Budget and in accordance with Section 6.13 of the Local Government Act.

## 4.3 INVESTMENT POLICY

<b>Policy Type:</b>	Finance
<b>Date Adopted:</b>	25 June 2008

<b>Policy No:</b>	4.3
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
1. Local Government Act 1995 (As Amended) – Section 6.14.

<b>Legal (Subsidiary):</b>
1. Trustee Act 1962, Part III
2. Regulations 19, 19C, 28, 49 of Local Government (Financial Management) Regulations 1996
3. Australian Accounting Standards

<b>Delegation of Authority Applicable</b>	Yes
<b>Delegation Number</b>	1.2.9

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	INVESTMENT POLICY
<b>Objective:</b>	To provide a policy framework for the investment of the Shire of Gnowangerup's surplus funds with consideration of risk and at the most favourable rate of interest available to it at the time, for that investment type, and having regard for the local banks, while ensuring that its liquidity requirements are being met.

### 1.0 Investment Aims

- 1.1 Whilst exercising the power to invest, consideration is to be given to the preservation of capital, liquidity and the return on investment.
- 1.2 Preservation of capital is the principal objective of the investment portfolio. Investments are to be performed in a manner that seeks to ensure security and safeguarding the investment portfolio. This includes management of credit and interest risk within identified thresholds and parameters.
- 1.3 The investment portfolio will ensure there is sufficient liquidity to meet all reasonably anticipated cash-flow requirements, as and when they fall due, without incurring significant costs due to the unanticipated sale of an investment.
- 1.4 The investment is expected to achieve a predetermined market average rate of return that takes into account the Shire's risk tolerance. Any additional return target set by Council will also consider the risk limitation and prudent investment principles.

### 2.0 Prudent Person Standard

The investment will be managed with the care, diligence and skill that a prudent person would exercise. Officers are to manage the investment portfolio to safeguard the portfolio in accordance with the spirit of this Investment Policy and not for speculative purposes.

### 3.0 Ethics and Conflicts of Interest

Officers shall refrain from personal activities that would conflict with the proper execution and management of Shire's investment portfolio. This policy requires Officers to disclose any conflict of interest to the CEO.

### 4.0 Approved Investments

Without approval from Council, investments are limited to:

- (a) fixed term deposits with an authorised deposit-taking institution as defined in the Banking Act 1959 (Commonwealth) section 5, for a term not exceeding 12 months; or
- (b) fixed term deposits with the Western Australian Treasury Corporation established by the Western Australian Treasury Corporation Act 1986 for a term not exceeding 12 months; or
- (c) State/Commonwealth Government Bonds with a term of maturity not exceeding three years.

### 5.0 Prohibited Investments

5.1 This Investment Policy prohibits any investment carried out for speculative purposes including:

- (a) Derivative-based instruments;
- (b) Principal-only investments or securities that provide potentially nil or negative cash flow; and
- (c) Stand-alone securities issued that have underlying futures, options, forwards contracts and swaps of any kind.

5.2 This policy also prohibits the use of leveraging (borrowing to invest) of an investment.

5.3 In accordance with the Local Government (Financial Management) Regulations 1996 Regulation 19C, this policy also prohibits the following:

- (a) Deposits with any institution other than an authorised institution\*;
- (b) Deposits for a fixed term of more than 12 months;
- (c) Investment in bonds that are not guaranteed by the Commonwealth Government, or a State or Territory government;
- (d) Investment in bonds with a term to maturity of more than three years; and
- (e) Investment in a foreign currency.

### 6.0 Risk Management Guidelines

6.1 Investments obtained are to comply with three key criteria relating to:

- (a) Portfolio Credit Framework Limits: limit overall credit exposure of the portfolio;

To control the credit quality on the entire portfolio, the following credit framework limits the percentage of the portfolio exposed to any particular credit rating category.



S&P Long-Term Rating	S&P Short-term Rating	Direct Investment Maximum %
AAA	A-1+	100%
AA	A-1	100%
A	A-2	100%

- (b) Counterparty Credit Framework: limit exposure to individual counterparties/institutions;

The Shire of Gnowangerup will invest funds with authorised financial institutions that provide a service to the local community by establishing branches or agencies in the Shire of Gnowangerup. Such institutions must maintain a minimum Standard and Poor's rating of A for short term investments.

- (c) Term to maturity Framework: limits based upon maturity of securities

The investment portfolio is to be invested within the following maturity constraints:

Overall Portfolio Term to Maturity Limits	
Portfolio % < 1 year	100% Maximum, 40% Minimum
Portfolio % 1-3 years	60% Maximum

## 7.0 Performance

Performance benchmarks will be as follows:

Investment	Performance Benchmark
Cash	Cash Rate
Enhanced/Direct Investments	UBSWA Bank Bill
Diversified Funds	CPI + appropriate margin over rolling 3-year periods

## 4.4 CORPORATE CREDIT CARD POLICY

<b>Policy Type:</b>	Finance
<b>Date Adopted:</b>	22 May 2013

<b>Policy No:</b>	4.4
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>  5. Local Government Act 1995 (As Amended) – Section 2.74(2)(a) and 6.5(a).
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<b>Legal (Subsidiary):</b>  1. Regulation 11(1)(a) of Financial Management Regulations 1996  2. Australian Accounting Standards
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<b>Delegation of Authority Applicable</b>	Yes
<b>Delegation Number</b>	1.2.7

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	CORPORATE CREDIT CARD POLICY
<b>Objective:</b>	To provide guidance for the use of Corporate Credit Cards.

1.0 The use of Corporate Credit Cards shall only be approved if there is a demonstrated need and advantage to the Shire. These include:

- (i) Elimination or reducing time spent on paper-based ordering and payments;
- (ii) Reduction of administrative costs;
- (iii) Reducing the number of payments per month;
- (iv) Provision of a useful resource in an emergency situation; and
- (v) Reducing the need to carry cash on the premises.

2.0 Applications for Corporate Credit Cards and Approval

All applications for a Corporate Credit Card shall be approved by the Chief Executive Officer.

In the case of the Chief Executive Officer, the Council shall approve the application and determine the conditions for use and maximum credit limit and credit limit for each individual transaction.

3.0 Register

A register shall be maintained by the Deputy CEO of all Credit Cards issued. The register shall include:

- (i) Date of approval by Chief Executive Officer;
- (ii) Name of card holder;
- (iii) Conditions of use of the card; and
- (iv) A review date for continuing use of the card, not exceeding 24 months.

#### 4.0 Issuing of Corporate Credit Cards to Elected Members

- 4.1 The Local Government Act does not make provision for the issuing of credit cards to Elected Members. (A Local Government can only pay allowances or reimburse expenses to an Elected Member).
- 4.2 Elected Members shall not be issued with a Corporate Credit Card as there are no provisions within the Act, which allow an Elected Member to incur a debt.

#### 5.0 Controls for the Use of Corporate Credit Cards

The following shall be complied with for controlling the use of Corporate Credit Cards:

##### General

- 5.1 An agreement shall be signed by the cardholder which sets out the cardholder's responsibilities and legal obligations when using the Credit Card;
- 5.2 A register by the CEO of all current cardholders should be kept which includes card number, expiry date of the Credit Card, credit limit and details of goods and services the cardholder has authority to purchase;
- 5.3 All new and existing cardholders shall be provided with a copy of the policies relating to the use of Credit Cards;
- 5.4 When an employee misplaces their Credit Card, they shall promptly report the matter to Deputy CEO who shall immediately cancel the card;
- 5.5 Credit Cards shall not be transferred to other users;
- 5.6 Use of the reward schemes, such as Fly Buys, will not be permitted for personal gain;
- 5.7 All surrendered Credit Cards shall be destroyed by the Deputy CEO in the presence of another employee;
- 5.8 In the event that a cardholder fails to comply with the policies requirements, the Chief Executive Officer shall withdraw the use of the Corporate Credit Card and take appropriate disciplinary action. All criminal/illegal acts of alleged misuse shall be reported to the Police and other relevant authorities; and
- 5.9 The use of Corporate Credit Cards for personal entertainment uses is prohibited.

#### 6.0 Purchasing

- 6.1 Credit Cards shall only be used for purchasing goods and services on behalf of the Shire;
- 6.2 Personal expenditure is strictly prohibited;
- 6.3 A Credit Card shall not be used for cash withdrawals;

- 6.4 Maximum credit limit shall be based on the cardholder's need and approved by the Chief Executive Officer and the following will be used as a guide:

Maximum credit limit and transaction limit per card will be as follows:

Name	Credit Limit \$	Maximum Credit Limit per Transaction \$
Chief Executive Officer	\$10,000	\$10,000
Deputy CEO	\$5,000	\$5,000

- 6.5 Purchases by facsimile, telephone or over the internet shall be authorised by the person and all paperwork shall be kept and verified.

## 7.0 Payments

- 7.1 The cardholder shall provide appropriate and sufficient documentary evidence of all charges, as required, on a regular basis;
- 7.2 Time frames for all payment of accounts shall be monitored by Deputy CEO to ensure that credit charges are minimised and accounts are paid so as not incur a penalty or interest;
- 7.3 Cardholders cannot approve expenditure incurred on their own cards – these will be referred to the Chief Executive Officer for approval. Purchases made by the Chief Executive Officer shall be approved by the Shire President.

## 8.0 Termination of Employment

- 8.1 The Credit Card will be cancelled immediately on termination of employment of the cardholder. The cardholder remains responsible for providing details of any expenditure included on a credit card statement up to and including their final day of employment.

## 4.5 WATER SERVICES FINANCIAL HARDSHIP POLICY

<b>Policy Type:</b>	Finance
<b>Date Adopted:</b>	26 February 2014

<b>Policy No:</b>	4.5
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b> 1. Water Services Code of Conduct (Customer Service Standards) 2018
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<b>Legal (Subsidiary):</b> 1. Part 2 of the ACCC and ASIC's Debt collection guidelines for collectors and creditors
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<b>Delegation of Authority Applicable</b>	Yes
<b>Delegation Number</b>	1.2.8

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	WATER SERVICES FINANCIAL HARDSHIP POLICY
<b>Objective:</b>	<p><b>To provide details of how the Shire of Gnowangerup can assist its Economic Regulation Authority water license customers who cannot pay a rate notice because of financial hardship.</b></p> <p><b>Note: This policy is a requirement of the Shire's water license.</b></p>

### 1.0 Purpose

This Financial Hardship Policy outlines how Shire of Gnowangerup ("**we**") will assist a residential customer ("**you**") who cannot pay a rate notice because of financial hardship.

Our policy applies only to the **water services portion** of your rate notice.<sup>3</sup> Residential tenants who have agreed with the land owner to receive a rate notice are also covered by this policy.

If you are also having difficulty paying other charges on your rate notice or if you are a commercial customer, we encourage you to still talk to us.

We are committed to working with you to find an appropriate payment solution that works for both you and us. We understand that it can be difficult to ask for support, and will treat you sensitively and respectfully.

<sup>3</sup> This is because the *Water Services Code of Conduct (Customer Service Standards) 2018* and our water licence only require us to have a hardship policy for any water services we provide to residential customers.

## 2.0 What is Financial Hardship

You will be considered to be in financial hardship if paying the water services portion of your rate notice will affect your ability to meet your basic living needs<sup>4</sup> – in short, if you have the intention but not the financial capacity to pay.

Financial hardship may, for example, be caused by:

- loss of your or a family member's primary income;
- separation or divorce from a spouse;
- domestic or family violence;
- loss of a spouse or a loved-one;
- physical and mental health problems;
- a chronically ill child;
- budget management difficulties because of low income; or
- other unforeseen factors affecting a customer's capacity to pay, such as reduction in income or an increase in non-discretionary expenditure.

## 3.0 Identifying Customers in Financial Hardship

If you think you may be in financial hardship, we encourage you to contact us as soon as possible. You may ask your financial counsellor to contact us on your behalf.

We will assess within three business days whether we consider you to be in financial hardship. If we cannot make our assessment within three business days, we will refer you to a financial counsellor for assessment.

As part of our assessment we will consider any information provided by you and, if applicable, your financial counsellor. We will also take into account any information we may have on your payment history.

As soon as we have made our assessment, we will advise you of the outcome.

## 4.0 Payment Plans

If we determine that you are in financial hardship, we will offer you more time to pay the water services portion of your rate notice or a payment plan for this portion. We will not charge you any fees or interest as part of your extension or payment plan.

We will involve you and, if applicable, your financial counsellor in setting a payment plan. When setting the conditions of the plan, we will consider your capacity to pay and, if relevant, your usage needs.

If appropriate, we will review and revise your extension or payment plan.

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<sup>4</sup> Clause 22 of the *Water Services Code of Conduct (Customer Service Standards) 2018* defines financial hardship as "being in an ongoing state of financial disadvantage in which the ability of a customer who is a residential customer to meet the basic living needs of the customer or a dependent of the customer would be adversely affected if the customer were to pay an unpaid bill".

We do not have to offer you a payment plan if you have had two payment plans cancelled because of non-payment.

If you are a tenant, we must make sure that the land owner is aware of us giving you an extension or entering into a payment plan with you before we do so. We can agree that you notify the land owner of the proposed extension or payment plan (and provide us with evidence that you have done so), or you can give us permission to notify the land owner.

## 5.0 Debt Reduction and Collection

If you are in financial hardship, we will consider reducing the amount you owe us. We will also not commence or continue proceedings to recover your debt:

- While we are assessing whether or not you are in financial hardship; or
- If you are complying with your payment plan or another payment arrangement you have with us.

If you do not comply with your payment plan or other payment arrangement, we may commence debt recovery proceedings. When collecting your debt, we will comply with Part 2 of the ACCC and ASIC's *Debt collection guidelines for collectors and creditors*.

We may outsource your debt to a debt collection agency and additional fees may apply. We will ensure that any debt collection agency we engage will comply with Part 2 of the ACCC and ASIC's *Debt collection guidelines for collectors and creditors*.

## 6.0 Useful Information

**Redirection of rate notice:** We will advise you of your right to have your rate notice redirected to another person free of charge if you are absent or ill.

**Payment options:** You may pay your rate notice by direct debit, Centrepay, internet, telephone or post.

Please be advised that Centrepay is only available to customers who receive Centrelink payments. Paying by direct debit or Centrepay may help you manage your bills more easily as your bills will be paid through regular deductions.

For more information on your payment options, please contact us.

**Concessions and other financial relief assistance:** You may be eligible for concession(s) and/or financial relief for your water services portion of your rate notice.

- Concessional rebates may be granted to holders of a:
  - State Seniors Card; or
  - A Commonwealth Seniors Health Card and a State Seniors Card; or
  - A Pensioner Concession Card and a State Seniors Card
- The Hardship Utility Grant Scheme provides financial assistance to Western Australians who are struggling through financial hardship and are unable to pay their utility bills. For eligibility requirements please visit [http://www.concessions.wa.gov.au/Concessions/Pages/HUGS-\(Hardship-Utility-Grant-Scheme\).aspx](http://www.concessions.wa.gov.au/Concessions/Pages/HUGS-(Hardship-Utility-Grant-Scheme).aspx).

**Financial counselling:** We will advise you of any financial counselling services or other organisations that may be available to you.

Financial counsellors offer free, independent information to help you take control of your financial situation. The Yougenup Centre, 47 Yougenup Road, Gnowangerup provides offices for Southern Ag Care Inc. and Centrelink to help with financial counselling.

The Financial Counsellors' Association of WA (FCAWA) can refer you to a financial counsellor in your area. Alternatively, you can call the FCAWA's Financial Counselling Helpline. The Helpline provides a free confidential service for all Western Australians with financial problems and queries. The Helpline can be contacted on 1800 007 007. Alternatively, you can go to the FCAWA website, [www.financialcounsellors.org](http://www.financialcounsellors.org), and enter your postcode to locate your closest financial counselling service.



*The FCAWA's contact details are:*

Financial Counsellors' Association of WA  
Phone: (08) 9325 1617  
Financial Counselling Helpline: 1800 007 007  
Email: [afm@financialcounsellors.org](mailto:afm@financialcounsellors.org)  
Website: [www.financialcounsellors.org](http://www.financialcounsellors.org)

## 7.0 Fees and Charges

We will charge you for the water services we provide to you. A list of our fees and charges may be found in our Annual Budget readily available at the Shire Office, 28 Yougenup Rd, Gnowangerup, WA 6335 or they can be downloaded from our website [www.gnowangerup.wa.gov.au](http://www.gnowangerup.wa.gov.au).

The Shire of Gnowangerup can also supply a fact sheet to customers on request in person or by mail.

## 8.0 Complaints Handling

If you have a complaint, please contact us first. Our contact details are included in section 10 below.

Our complaints handling process is available at [www.gnowangerup.wa.gov.au](http://www.gnowangerup.wa.gov.au).

If you are not satisfied with the way we handle your complaint, you may refer your complaint to the Energy & Water Ombudsman. The Energy & Water Ombudsman will investigate your complaint and may mediate the dispute between you and us.

The Energy & Water Ombudsman's contact details are:

<b>Company Name</b>	<b>Energy and Water Ombudsman Western Australia</b>
In Person:	2 <sup>nd</sup> Floor, Albert Facey House 469 Wellington Street Perth WA 6000
Postal Address:	PO Box Z5386 St Georges Terrace Perth WA 6831
Phone:	08 9220 7588
Freecall:	1800 754 004* *Calls made from mobile phones will be charged at the applicable rate.
TIS:	Translating and Interpreting Service 131 450
TTY:	National Relay Service 1800 555 727
E-mail:	<a href="mailto:energyandwater@ombudsman.wa.gov.au">energyandwater@ombudsman.wa.gov.au</a>
Website:	<a href="http://www.ombudsman.wa.gov.au">www.ombudsman.wa.gov.au</a>
Fax:	(08) 9220 7599
Freefax:	1800 611 279

## 9.0 Approval and Review

Our policy was approved by the Economic Regulation Authority of WA.

We will review our policy at least every five years to ensure it remains up-to-date and relevant.

## 10.0 Our Contact Details

You can contact us at:

28 Yougenup Road, Gnowangerup, WA 6335

Phone: 08 9827 1007

Fax: 08 9827 1377

[gnpshire@gnowangerup.wa.gov.au](mailto:gnpshire@gnowangerup.wa.gov.au)

[www.gnowangerup.wa.gov.au](http://www.gnowangerup.wa.gov.au)

TIS – online at <http://www.tisnational.gov.au>

TIS – Phone 131450 Customer Code C958106

TTY/Voice calls – 133 677

Speak and listen - 1300 555 727

SMS relay - 0423 677 767

TTY - online at <http://relayservice.gov.au>

*If you are deaf, or have a hearing or speech impairment, find out how to phone us at [www.relayservice.gov.au](http://www.relayservice.gov.au).*

## 4.6 WAIVER OF RUBBISH AND RECYCLING CHARGES POLICY

<b>Policy Type:</b>	Finance
<b>Date Adopted:</b>	23 May 2007

<b>Policy No:</b>	4.6
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
1. Local Government Act 1995, Section 6.12.

<b>Legal (Subsidiary):</b>
1. Regulation 26 of Financial Management Regulations 1996
2. Regulation 42 of Financial Management Regulations 1996

<b>Delegation of Authority Applicable</b>	Yes
<b>Delegation Number</b>	1.2.8

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	WAIVER OF RUBBISH AND RECYCLING CHARGES POLICY
<b>Objective:</b>	To detail the conditions where the Shire will grant a waiver of rubbish and recycling charges for community organisations.

- 1.0 A community organisation that uses and occupies a premise on land under the care, control and management of the Shire of Gnowangerup shall be entitled to a waiver of the applicable rubbish and recycling charges each financial year.
- 2.0 Any waiver approved by the CEO under Delegation is to be recorded as a donation expense in the financial accounts.
- 3.0 All proposed waivers to be granted shall be disclosed in the Annual Budget, in accordance with Regulation 26 of the *Local Government (Financial Management) Regulations 1996*.
- 4.0 All waivers granted shall be disclosed in the Annual Financial Report, in accordance with Regulation 42 of the *Local Government (Financial Management) Regulations 1996*.

## 4.7 SELF-SUPPORTING LOANS TO COMMUNITY ORGANISATIONS POLICY

<b>Policy Type:</b>	Finance
<b>Date Adopted:</b>	28 October 2015

<b>Policy No:</b>	4.7
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
1. Local Government Act 1995 – Section 6.20.

<b>Legal (Subsidiary):</b>
1. Nil

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Numbers</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	SELF-SUPPORTING LOANS TO COMMUNITY ORGANISATIONS POLICY
<b>Objective:</b>	To assist clubs and community organisations in improving community based facilities through self-supporting loan facilities.

### 1.0 Eligible Organisations

Loans will only be considered for applicants that are incorporated bodies occupying land either owned by, or vested in the care, control and management of, a community organisation or the local government.

### 2.0 Application requirements

#### 2.1 Organisations making application for a self-supporting loan are to provide:

- (a) Three years audited financial statements;
- (b) A business plan for the proposed term of the loan that clearly demonstrates the ability to repay the loan being requested;
- (c) A copy of the organisations constitution;
- (d) Minutes outlining the resolution/agreement to borrow the funds required for the improvement project;
- (e) Any other information that the Council considers relevant to evaluate the application.

### 3.0 Loan Funding Details

3.1 Loan funds will only be provided for capital works on the subject land when ownership of all infrastructure ultimately vests in the community or the Shire (notwithstanding established leasehold arrangements).

3.2 The maximum loan amount that will be considered is 50% of the proposed project cost.

- 3.2 Loans will be provided at the applicable WA State Treasury interest rates when the loan is drawn down and will be fixed for the term of the loan.
- 3.3 The term of the loan is not to exceed 10 years.
- 3.4 Loan repayments will be amortised and will generally be six monthly unless the applicant can present a case to convince Council otherwise.
- 3.5 The applicant will be responsible for meeting any government guarantee fee that may be imposed, which will be payable six monthly at rates that may vary during the term of the loan.

#### 4.0 Evaluation Process

- 4.1 Council will evaluate an application for a self-supporting loan on the following basis:
  - (a) Demonstrated ability of the organisation to repay the loan;
  - (b) Stability, sound management, membership base, community accessibility and longevity of applicant organisation;
  - (c) Funds being used for capital improvements;
  - (d) Security over the organisations assets being provided, if considered appropriate; and
  - (e) The loan amount sought does not exceed the maximum specified in clause 3.2.

#### 5.0 Approval Conditions

- 5.1 All applications approved shall be subject to the following conditions:
  - (a) Organisation will be required to enter into a Deed of Agreement to meet annual repayments associated with the Self Supporting Loan;
  - (b) Organisation to pay all costs associated with the preparation of the documents concerning the raising of the loan, including the Deed of Agreement outlined in (a) above;
  - (c) Organisation to insure and keep insured premises, where the premises are used as security for the loan; and
  - (d) Any proposal by the Council to borrow and provide a self-supporting loan to a community organisation that has not been included in the Council's annual budget must be advertised for a one month period, in accordance with Section 6.20(2) of the *Local Government Act 1995*.

#### 6.0 Other Requirements

- 6.1 Loan funds will only be released after documentary proof of committed expenditure is submitted to the CEO.
- 6.2 The Council will seek any remedy available to it under law in terms of the recovery of delinquent loan repayments.



**SHIRE OF GNOWANGERUP**

- 2019 -

**SHIRE OF GNOWANGERUP**

and

**{INSERT CLUB NAME}**

and

**{Insert Guarantors Names and Addresses}**

**SELF SUPPORTING LOAN AGREEMENT AND  
GUARANTEE**

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## SELF SUPPORTING LOAN AGREEMENT AND GUARANTEE

DEED dated

BETWEEN **SHIRE OF GNOWANGERUP** of 28 Yougenup Road,  
Gnowangerup, Western Australia ('the Shire')

AND **{Insert Club's name and address}**

AND

**{Insert Guarantors names and addresses}**

('the Guarantors')

### RECITALS

- A. By a lease dated \_\_\_\_\_ ('the Lease') the Shire leased to the {Club name}, Reserves {Reserve #s} situated at Lots {Lot #s and address} ('the Land') for the term, and on the terms and conditions set out in the Lease.
- B. The {Club name} occupies the land in Reserve {Reserve #s} in accordance with the purpose set out in the Lease.
- C. On the \_\_\_\_\_ the Shire raised loan number {Insert #} in the amount of \${Amount} ('the Loan') for the purpose of assisting the Club with (description of the project).
- D. The Shire has paid to the Club, at the request of the Guarantors, the amount raised by the loan and the Club has agreed to repay to the Shire all instalments of principal and interest payable by the Shire with respect to the loan upon the terms and conditions contained in this Deed.



## OPERATIVE PART

### 1.0 REPAYMENT OF PRINCIPAL & INTEREST

1.1 The Club HEREBY COVENANTS AND AGREES with the Shire as follows:

- (a) to pay to the Shire all instalments of principal and interest payable by the Shire with respect to the loan during the \_\_\_\_year term of the loan;
- (b) without limiting the generality of paragraph (a) of this clause 1.1, to pay to the Shire the instalments of principal and interest specified in the Schedule on the date set out in the Schedule, as to which time shall be of the essence;
- (c) if the amount payable by the Shire with respect to the loan is at any time increased or decreased by reason of any change of the rate of interest payable with respect thereto to pay such increased or decreased amounts as and when they become due by the Shire; and
- (d) if any amount payable by the Club under this Deed is not paid to the Shire by the date upon which this amount falls due under the terms of this Deed then the Club shall pay to the Shire interest on that amount calculated from and including the actual date of payment at the rate of interest charged at the due date by the Shire's bankers for overdraft accommodation equal to the amount outstanding.

### 2.0 DEFAULT

The Shire and the Club MUTUALLY COVENANT AND AGREE as follows:

#### 2.1 Immediate Payment

If the Club fails to perform or observe any of the obligations imposed on it by this Deed the Shire may at its option by written notice to the Club determine this Deed and all instalments of principal and interest specified in the Schedule and any payments to be made pursuant to clause 1.1(d) of this Deed shall become immediately due and payable by the Club.

## 2.2 **Determination of Lease**

For the purpose of Clause 5 of the Lease, reference to a default made by the Club in the performance of the covenants or conditions contained in the Lease shall be taken to include any failure by the Club to perform or observe any of the obligations imposed on it by this Deed and the Shire and the Club agree that the Lease is varied accordingly.

## 2.3 **Simultaneous Determination**

If the Lease determines or is terminated for any reason whatsoever this Deed shall determine simultaneously and all instalments of principal and interest specified in the Schedule and any payments to be made pursuant to clause 1.1(d) of this Deed shall become immediately due and payable by the Club.

## 3.0 **GUARANTEE**

3.1 In consideration of the Shire, at the request of the Guarantors, paying the amount raised by the loan to the Club, the Guarantors HEREBY AGREE WITH AND GUARANTEE to the Shire the due and prompt performance of the covenants and conditions contained in this Deed on the part of the Club to be observed and performed upon and subject to the following conditions:

- (a) If the Club shall make default in any payment of the instalments or other sums of money to be made under the loan for the space of two weeks the Guarantors will upon the written request of the Shire pay to the Shire the amount which shall be so in arrears or unpaid.
- (b) If the Club shall make default in the performance or observance of any of the obligations of the Club under this Deed the Guarantors will pay to the Shire all losses, damages, expenses and costs which the Shire shall be entitled to recover from the Club from the Guarantors by reason of such default.
- (c) This Guarantee shall be a continuing Guarantee and shall not be considered as wholly or partially discharged by the payment at any time or from time to time hereafter of any of the instalments or other sums of money due and payable by the Club to the Shire under this Deed or by any settlement or account or by any other matter or things whatsoever.
- (d) This Guarantee shall continue for the duration of this Deed and for any extension or renewal of the term of the loan and shall extend to the acts and defaults of the Club during such duration, extension or renewal.
- (e) This Guarantee shall be a principal obligation and shall not be treated as ancillary to or collateral with any other obligation howsoever created or arising to the intent that this Guarantee shall be enforceable unless the same shall have been satisfied according to the terms of this Guarantee notwithstanding that any other obligation whatever arising between the Shire and the Club shall be in whole or in part unenforceable whether by reason

of any statute (including any statute of limitation) or for any other reason whatsoever.

- (f) Until the Shire shall have received in full all sums of money due from the Club under this Deed or a further Deed the Guarantors shall be bound by this Guarantee and in the event of the Club becoming bankrupt or entering into any scheme or arrangement in favour of creditors or being a company or a Club entering into liquidation either voluntarily or involuntarily the Guarantors shall not be entitled to prove or claim against the official receiver or liquidator in competition with the Shire so as to diminish any dividend or payment which the Shire may receive but may prove or claim for and on behalf of the Shire if so authorised by the Shire and by such any proof or claim by or on behalf of the Shire shall not prejudice or affect the right of the Shire to recover from the Guarantors any payment of the instalments or other sums of money to be made by the Club to the Shire under this Deed.
- (g) This Guarantee is to continue binding upon the Guarantors notwithstanding:
  - (i) the death, bankruptcy or insolvency or liquidation (as the case may be) of the Club or the Guarantors or any one or more of them;
  - (ii) any change or alteration in the constitution of the Shire or the Club; or
  - (iii) the happening of any matter or thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantors from the Guarantee or discharging the Guarantee.
- (h) The liability of the Guarantors shall not be affected by any collateral rights or obligations which may exist between the Guarantor or any two or more of them and the Club and the same shall not be affected by any variation or avoidance of any such collateral rights or obligations.
- (i) The Shire may at any time from time to time without the consent of the Guarantors and without discharging, releasing, impairing or otherwise affecting the liability of the Guarantors under this Guarantee grant to the Club or to any person who may be jointly indebted with the Club to the Shire at any time any forbearance, release, concession, indulgence, time or other consideration and may compound with or release the Club and also any such other person or may assent to any assignment to trustees for the benefit of creditors or any scheme or deed of arrangement and whether with or without sequestration of the estate or (in the case of a corporation) to the winding up of the Club or of any such person or to the appointing of a receiver or official manager for them or any one of them and may release or discharge or otherwise deal with any property whether real or personal comprised in any security which may or might be held by the Shire without discharging or affecting the liability of the Guarantors under this Guarantee.

#### 4.0 JOINT AND SEVERAL LIABILITY

The obligations on the part of the Guarantors contained in clause 3.1 of this Deed bind the Guarantors jointly and severally and the Shire may at any time and from time to time proceed against any or all Guarantors in respect of the Guarantor's obligations as the Shire may choose in its absolute discretion. The Shire is not obliged to make any claim against all of the Guarantors.

#### 5.0 COSTS

5.1 The Club HEREBY AGREES to pay the Shire on demand the costs of and incidental to the negotiations and instructions for and the preparation, execution and stamping of this Deed and all copies of this Deed including stamp duty.

EXECUTED as a Deed \_\_\_\_/\_\_\_\_/\_\_\_\_

THE COMMON SEAL of **SHIRE OF** \_\_\_\_\_ )  
**GNOWANGERUP** was here unto affixed in the \_\_\_\_\_ )  
presence of:

\_\_\_\_\_  
{Name}  
Shire President

\_\_\_\_\_  
{Name}  
Chief Executive Officer

THE COMMON SEAL of {Club name}       )  
was here unto                                )  
affixed by order of the Committee       )  
in the presence of:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

SIGNED by {Guarantor name}               )  
in the presence of:                            )

Witness:

Address:

Occupation:

SIGNED by {Guarantor name}               )  
in the presence of:                            )

Witness:

Address:

Occupation:

## 4.8 SIGNIFICANT ACCOUNTING POLICIES

<b>Policy Type:</b>	Finance
<b>Date Adopted:</b>	16 December 2015

<b>Policy No:</b>	4.8
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
<ol style="list-style-type: none"> <li>1. Local Government Act 1995 (As Amended) – Section 6.10.</li> <li>2. Australian Accounting Standards</li> </ol>

<b>Legal (Subsidiary):</b>
<ol style="list-style-type: none"> <li>1. Local Government (Financial Management) Regulations 1996.</li> </ol>

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	SIGNIFICANT ACCOUNTING POLICIES
<b>Objective:</b>	To provide a framework for the financial management of the Shire that is clear, transparent, consistent, and complies with statutory obligations and requisite Australian Accounting Standards.

### 1.0 Definitions

**AAS** means the Australian Accounting Standards.

**AASB** means Australian Accounting Standards Board.

**IFRS** means International Financial Reporting Standards.

### 2.0 Policy Statement

The following significant accounting policies have been adopted by the Shire in the preparation of the Annual Financial Report.

#### Basis of Preparation

The financial report comprises general purpose financial statements which have been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), and Interpretations of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations.

The *Local Government (Financial Management) Regulations 1996* take precedence over Australian Accounting Standards. Regulation 16 prohibits a local government from recognising as assets Crown Land that is a public thoroughfare, such as land under roads, and land not owned by but under the care, control and management of the local government, unless it is a golf course, showground, racecourse or any other sporting or recreational facility of State or regional significance. Consequently, some

assets, including land under roads acquired on or after 1 July 2008 have not been recognised in this financial report. This is not in accordance with the requirements of AASB 1051 Land Under Roads paragraph 15 and AASB 116 Property, Plant and Equipment paragraph 7.

Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the report has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

### **Critical Accounting Estimates**

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities not readily apparent from other sources. Actual results may differ from these estimates.

### **The Local Government Reporting Entity**

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between funds) have been eliminated.

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note XX to this financial report.

#### **(a) Goods and Services Tax (GST)**

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST receivable or payable.

The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

#### **(b) Cash and Cash Equivalents**

Cash and cash equivalents include cash at bank, cash on hand, deposits available on demand with banks, and other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value, and bank

overdrafts. Bank overdrafts are reported as short-term borrowings in current liabilities in the statement of financial position.

(c) Trade and Other Receivables

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets.

Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

Loans - Classification and subsequent measurement

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are subsequently measured at amortised cost. Gains or losses are recognised in profit or loss. Loans and receivables are included in current assets where they are expected to mature within 12 months after the end of the reporting period.

(d) Inventories

**General**

Inventories are valued at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

**Land Held for Resale**

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is complete are expensed.

Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risk and rewards, and effective control over the land, are passed to the buyer at this point.

Land held for resale is classified as current except where it is held as non-current based on Council's intention to release for sale.

(e) Financial Instruments - Investments



### ***Initial recognition and measurement***

Financial assets are recognised when the Shire becomes a party to the contractual provisions to the instrument. For financial assets, this is equivalent to the date that the Shire commits itself to either the purchase or sale of the asset (i.e. trade date accounting is adopted).

Financial instruments are initially measured at fair value plus transaction costs, except where the instrument is classified 'at fair value through profit or loss', in which case transaction costs are expensed to profit or loss immediately.

### ***Classification and subsequent measurement***

Financial instruments are subsequently measured at fair value, amortised cost using the effective interest rate method, or at cost.

Amortised cost is calculated as:

- (a) the amount in which the financial asset or financial liability is measured at initial recognition;
- (b) less principal repayments and any reduction for impairment; and
- (c) plus or minus the cumulative amortisation of the difference, if any, between the amount initially recognised and the maturity amount calculated using the effective interest rate method.

The effective interest method is used to allocate interest income or interest expense over the relevant period and is equivalent to the rate that discounts estimated future cash payments or receipts (including fees, transaction costs and other premiums or discounts) through the expected life (or when this cannot be reliably predicted, the contractual term) of the financial instrument to the net carrying amount of the financial asset or financial liability. Revisions to expected future net cash flows will necessitate an adjustment to the carrying value with a consequential recognition of an income or expense in profit or loss

#### ***(i) Financial assets at fair value through profit and loss***

Financial assets are classified at "fair value through profit or loss" when they are held for trading for the purpose of short-term profit taking. Such assets are subsequently measured at fair value with changes in carrying amount being included in profit or loss. Assets in this category are classified as current assets.

#### ***(ii) Held-to-maturity investments***

Held-to-maturity investments are non-derivative financial assets with fixed maturities and fixed or determinable payments that the Council's management has the positive intention and ability to hold to maturity. They are subsequently measured at amortised cost. Gains or losses are recognised in profit or loss.

Held-to-maturity investments are included in current assets, where they are expected to mature within 12 months after the end of the reporting period. All other investments are classified as non-current.

(iii) *Available-for-sale financial assets*

Available-for-sale financial assets are non-derivative financial assets that are either not suitable to be classified into other categories of financial assets due to their nature, or they are designated as such by management. They comprise investments in the equity of other entities where there is neither a fixed maturity nor fixed or determinable payments.

They are subsequently measured at fair value with changes in such fair value (i.e. gains or losses) recognised in other comprehensive income (except for impairment losses). When the financial asset is derecognised, the cumulative gain or loss pertaining to that asset previously recognised in other comprehensive income is reclassified into profit or loss.

Available-for-sale financial assets are included in current assets, where they are expected to be sold within 12 months after the end of the reporting period. All other available-for-sale financial assets are classified as non-current.

### ***Impairment***

A financial asset is deemed to be impaired if, and only if, there is objective evidence of impairment as a result of one or more events (a “loss event”) having occurred, which will have an impact on the estimated future cash flows of the financial asset(s).

In the case of available-for-sale financial assets, a significant or prolonged decline in the market value of the instrument is considered a loss event. Impairment losses are recognised in profit or loss immediately. Also, any cumulative decline in fair value previously recognised in other comprehensive income is reclassified to profit or loss at this point.

In the case of financial assets carried at amortised cost, loss events may include: indications that the debtors or a group of debtors are experiencing significant financial difficulty, default or delinquency in interest or principal payments; indications that they will enter bankruptcy or other financial reorganisation; and changes in arrears or economic conditions that correlate with defaults.

For financial assets carried at amortised cost (including loans and receivables), a separate allowance account is used to reduce the carrying amount of financial assets impaired by credit losses. After having taken all possible measures of recovery, if management establishes that the carrying amount cannot be recovered by any means, at that point the written-off amounts are charged to the allowance account or the carrying amount of impaired financial assets is reduced directly if no impairment amount was previously recognised in the allowance account.

### ***Derecognition***

Financial assets are derecognised where the contractual rights to receipt of cash flows expire or the asset is transferred to another party whereby the Shire no longer has any significant continual involvement in the risks and benefits associated with the asset.

Financial liabilities are derecognised where the related obligations are discharged, cancelled or expired. The difference between the carrying amount of the financial liability extinguished or transferred to another party and the fair value of the consideration paid, including the transfer of non-cash assets or liabilities assumed, is recognised in profit or loss.

#### **(f) Fixed Assets**

### ***Initial recognition and measurement between mandatory revaluation dates***

All assets are initially recognised at cost and subsequently revalued in accordance with the mandatory measurement framework detailed above.

In relation to this initial measurement, cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the Shire includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads.

Individual assets acquired between initial recognition and the next revaluation of the asset class in accordance with the mandatory measurement framework detailed above, are carried at cost less accumulated depreciation as management believes this approximates fair value. They will be subject to subsequent revaluation at the next anniversary date in accordance with the mandatory measurement framework.

### ***Revaluation***

The fair value of fixed assets is determined at least every 3 years but no more than 5 years in accordance with the regulatory framework. At the end of each period the valuation is reviewed and where appropriate the fair value is updated to reflect current market conditions. This process is considered to be in accordance with *Local Government (Financial Management) Regulation 17A(2)*, which required property, plant and equipment to be shown at fair value.

Increases in the carrying amount arising on revaluation of assets are credited to a revaluation surplus in equity. Decreases that offset previous increases of the same class of asset are recognised against revaluation surplus directly in equity. All other decreases are recognised in profit or loss.

### ***Land under control***

In accordance with *Local Government (Financial Management) Regulation 16(a)(ii)*, the Shire was required to include as an asset (by 30 June 2013), Crown Land operated by the local government as a golf course, showground, racecourse or other sporting or recreational facility of State or Regional significance.

Upon initial recognition, these assets were recorded at cost in accordance with AASB 116. They were then classified as Land and revalued along with other land in accordance with the other policies detailed in this Note.

### ***Australian Accounting Standards Inconsistency – Land under roads***

In Western Australia, all land under roads is Crown Land, the responsibility for managing which, is vested in the local government.

Effective as at 1 July 2008, Council elected not to recognise any value for land under roads acquired on or before 30 June 2008. This accords with the treatment available in Australian Accounting Standard AASB 1051 Land Under Roads and the fact Local Government (Financial Management) Regulation 16(a)(i) prohibits local governments from recognising such land as an asset.

In respect of land under roads acquired on or after 1 July 2008, as detailed above, *Local Government (Financial Management) Regulation 16(a)(i)* prohibits local governments from recognising such land as an asset.

Whilst such treatment is inconsistent with the requirements of AASB 1051, *Local Government (Financial Management) Regulation 4(2)* provides, in the event of such an inconsistency, the Local Government (Financial Management) Regulations prevail.

Consequently, any land under roads acquired on or after 1 July 2008 is not included as an asset of the Shire.

### ***Depreciation***

The depreciable amount of all fixed assets including buildings but excluding freehold land, are depreciated on a straight-line basis over the individual asset's useful life from the time the asset is held ready for use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful life of the improvements.

When an item of property, plant and equipment is revalued, any accumulated depreciation at the date of the revaluation is treated in one of the following ways:

- (i) The gross carrying amount is adjusted in a manner that is consistent with the revaluation carrying amount of the asset. For example, the gross carrying amount may be restated by reference to observable market data or it may be restated proportionately to the change in the carrying amount. The accumulated depreciation at the date of the revaluation is adjusted to equal the difference between the gross carrying amount and

the carrying amount of the asset after taking into account accumulated impairment losses; or

- (ii) Eliminated against the gross carrying amount of the asset and the net amount restated to the revalued amount of the asset.

The assets residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period. An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in the statement of comprehensive income in the period in which they arise.

Major depreciation periods used for each class of depreciable assets are:

Buildings	30 to 50 years
Furniture and Equipment	4 to 10 years
Plant and Equipment	5 to 15 years
Sealed roads and streets	
• clearing and earthworks	not depreciated
• construction/road base	50 years
• original surfacing and major re-surfacing	
○ bituminous seals	20 years
○ asphalt seals	25 years
Gravel roads	
• clearing and earthworks(formation)	not depreciated
• pavement	50 years
Formed roads (unsealed)	
• clearing and earthworks (formation)	not depreciated
• pavement	50 years
Footpaths - slab	20 years
Sewerage piping	100 years
Water supply piping & drainage systems	75 years
Airport infrastructure	13 to 100 years

Parks & ovals infrastructure

2 to 100 years

Other infrastructure

10 to 50 years

(g) Fair Value of Assets and Liabilities

When performing a revaluation, the Shire uses a mix of both independent and management valuations using the following as a guide:

Fair Value is the price that the Shire would receive to sell the asset or would have to pay to transfer a liability, in an orderly (i.e. unforced) transaction between independent, knowledgeable and willing market participants at the measurement date.

As fair value is a market-based measure, the closest equivalent observable market pricing information is used to determine fair value. Adjustments to market values may be made having regard to the characteristics of the specific asset or liability. The fair values of assets that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data.

To the extent possible, market information is extracted from either the principal market for the asset or liability (i.e. the market with the greatest volume and level of activity for the asset or liability) or, in the absence of such a market, the most advantageous market available to the entity at the end of the reporting period (i.e. the market that maximises the receipts from the sale of the asset after taking into account transaction costs and transport costs).

For non-financial assets, the fair value measurement also takes into account a market participant's ability to use the asset in its highest and best use or to sell it to another market participant that would use the asset in its highest and best use.

***Fair value hierarchy***

AASB 13 requires the disclosure of fair value information by level of the fair value hierarchy, which categorises fair value measurement into one of three possible levels based on the lowest level that an input that is significant to the measurement can be categorised into as follows:

Level 1

Measurements based on quoted prices (unadjusted) in active markets for identical assets or liabilities that the entity can access at the measurement date

Level 2

Measurements based on inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly

Level 3

Measurements based on unobservable inputs for the asset or liability.

The fair values of assets and liabilities that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data. If all significant inputs required to measure fair value are observable, the asset or liability is included in Level 2. If one or more significant inputs are not based on observable market data, the asset or liability is included in Level 3.

### ***Valuation techniques***

The Shire selects a valuation technique that is appropriate in the circumstances and for which sufficient data is available to measure fair value. The availability of sufficient and relevant data primarily depends on the specific characteristics of the asset or liability being measured. The valuation techniques selected by the Shire are consistent with one or more of the following valuation approaches:

#### **Market approach**

Valuation techniques that use prices and other relevant information generated by market transactions for identical or similar assets or liabilities.

#### **Income approach**

Valuation techniques that convert estimated future cash flows or income and expenses into a single discounted present value.

#### **Cost approach**

Valuation techniques that reflect the current replacement cost of an asset at its current service capacity.

Each valuation technique requires inputs that reflect the assumptions that buyers and sellers would use when pricing the asset or liability, including assumptions about risks. When selecting a valuation technique, the Shire gives priority to those techniques that maximise the use of observable inputs and minimise the use of unobservable inputs. Inputs that are developed using market data (such as publicly available information on actual transactions) and reflect the assumptions that buyers and sellers would generally use when pricing the asset or liability are considered observable, whereas inputs for which market data is not available and therefore are developed using the best information available about such assumptions are considered unobservable.

As detailed above, the mandatory measurement framework imposed by the Local Government (Financial Management) Regulations requires, as a minimum, all assets carried at a revalued amount to be revalued in accordance with the regulatory framework.

#### **(h) Impairment of Assets**

In accordance with Australian Accounting Standards the Shire's assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an impairment test is carried out on the asset by comparing the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, to the asset's carrying amount.

Any excess of the asset's carrying amount over its recoverable amount is recognised immediately in profit or loss, unless the asset is carried at a revalued amount in accordance with another Standard (e.g. AASB 116) whereby any impairment loss of a revalued asset is treated as a revaluation decrease in accordance with that other Standard.

For non-cash generating assets such as roads, drains, public buildings and the like, value in use is represented by the depreciated replacement cost of the asset.

(l) Trade and Other Payables

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the financial year that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

(j) Financial Liabilities

Financial liabilities are recognised at fair value when the Shire becomes a party to the contractual provisions of the instrument.

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at amortised cost. Gains or losses are recognised in profit or loss.

Financial liabilities are derecognized where the related obligations are discharged, cancelled or expired. The difference between the carrying amount of the financial liability extinguished or transferred to another party and the fair value of the consideration paid, including the transfer of non-cash assets or liabilities assumed, is recognised in profit or loss.

(k) Employee Benefits

***Short-term employee benefits***

Provision is made for the Shire's obligations for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.



The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the statement of financial position.

#### ***Other long-term employee benefits***

The Shire's obligations for employee's annual leave and long service leave entitlements are recognised as provisions in its statement of financial position.

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur.

The Shire's obligation for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

#### **Provisions**

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

#### **(l) Borrowing Costs**

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset until such time as the asset is substantially ready for its intended use or sale.

#### **(m) Leases**

Leases of fixed assets where substantially all the risks and benefits incidental to the ownership of the asset, but not legal ownership, are transferred to the Council, are classified as finance leases.

Finance leases are capitalised recording an asset and a liability at the lower amounts equal to the fair value of the leased property or the present value of the minimum lease payments,

including any guaranteed residual values. Lease payments are allocated between the reduction of the lease liability and the lease interest expense for the period.

Leased assets are depreciated on a straight line basis over the shorter of their estimated useful lives or the lease term.

Lease payments for operating leases, where substantially all the risks and benefits remain with the lessor, are charged as expenses in the periods in which they are incurred.

Lease incentives under operating leases are recognised as a liability and amortised on a straight line basis over the life of the lease term.

(n) Investments in Associates

An associate is an entity over which the Shire has significant influence. Significant influence is the power to participate in the financial operating policy decisions of that entity but is not control or joint control of those policies. Investments in associates are accounted for in the financial statements by applying the equity method of accounting, whereby the investment is initially recognised at cost and adjusted thereafter for the post-acquisition change in the Shire's share of net assets of the associate. In addition, the Shire's share of the profit or loss of the associate is included in the Shire's profit or loss.

The carrying amount of the investment includes, where applicable, goodwill relating to the associate. Any discount on acquisition, whereby the Shire's share of the net fair value of the associate exceeds the cost of investment, is recognised in profit or loss in the period in which the investment is acquired.

Profits and losses resulting from transactions between the Shire and the associate are eliminated to the extent of the Shire's interest in the associate.

When the Shire's share of losses in an associate equals or exceeds its interest in the associate, the Shire discontinues recognising its share of further losses unless it has incurred legal or constructive obligations or made payments on behalf of the associate. When the associate subsequently makes profits, the Shire will resume recognising its share of those profits once its share of the profits equals the share of the losses not recognised.

(o) Interests in Joint Arrangements

Joint arrangements represent the contractual sharing of control between parties in a business venture where unanimous decisions about relevant activities are required.

Separate joint venture entities providing joint venturers with an interest to net assets are classified as a joint venture and accounted for using the equity method. Refer to note 1(o) for a description of the equity method of accounting.

Joint venture operations represent arrangements whereby joint operators maintain direct interests in each asset and exposure to each liability of the arrangement. The Shire's interests

in the assets, liabilities, revenue and expenses of joint operations are included in the respective line items of the financial statements. Information about the joint venture is set out in Note XX.

(p) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions.

Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

Where contributions recognised as revenues during the reporting period were obtained on the condition that they be expended in a particular manner or used over a particular period, and those conditions were undischarged as at the reporting date, the nature of and amounts pertaining to those undischarged conditions are disclosed in Note 2(c). That note also discloses the amount of contributions recognised as revenues in a previous reporting period which were obtained in respect of the local government's operation for the current reporting period.

(q) Superannuation

The Council contributes to a number of Superannuation Funds on behalf of employees. All funds to which the Council contributes are defined contribution plans.

(r) Current and Non-Current Classification

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Shire's operational cycle. In the case of liabilities where the Shire does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for sale where it is held as non-current based on the Shire's intentions to release for sale.

(s) Rounding Off Figures

All figures shown in this annual financial report, other than a rate in the dollar, are rounded to the nearest dollar.

(t) Comparative Figures

Where required, comparative figures have been adjusted to conform with changes in presentation for the current financial year.

When the Shire applies an accounting policy retrospectively, makes a retrospective restatement or reclassifies items in its financial statement, an additional (third) statement of financial position

as at the beginning of the preceding period in addition to the minimum comparative financial statements is presented.

(u) Budget Comparative Figures

Unless otherwise stated, the budget comparative figures shown in this annual financial report relate to the original budget estimate for the relevant item of disclosure.

(v) New Accounting Standards and Interpretations for Application in Future Periods

The AASB has issued a number of new and amended Accounting Standards and Interpretations that have mandatory application dates for future reporting periods, some of which are relevant to the Shire.

Management's assessment of the new and amended pronouncements that are relevant to the Shire, applicable to future reporting period and which have not yet been adopted are set out as follows:

	<b>Title</b>	<b>Issued / Compiled</b>	<b>Applicable (*)</b>	<b>Impact</b>
(i)	AASB 9 Financial Instruments (incorporating AASB 2014-7 and AASB 2014-8)	December 2014	1 January 2018	Nil – The objective of this Standard is to improve and simplify the approach for classification and measurement of financial assets compared with the requirements of AASB 139. Given the nature of the financial assets of the Shire, it is not anticipated the Standard will have any effect.
(ii)	AASB 15 Revenue from Contracts with Customers	December 2014	1 January 2019	<p>This Standard establishes principles for entities to apply to report useful information to users of financial statements about the nature, amount, timing and uncertainty of revenue and cash flows arising from a contract with a customer.</p> <p>The effect of the Standard will depend upon the nature of future transactions the Shire has with those third parties it has dealings with. It may or may not be significant.</p>
(iii)	AASB 16 Leases	February 2016	1 January 2019	<p>Under AASB 16 there is no longer a distinction between finance and operating leases. Lessees will now bring to account a right-to-use asset and lease liability onto their statement of financial position for all leases. Effectively this means the vast majority of operating leases as defined by the current AASB 117 Leases which currently do not impact the statement of financial position will be required to be capitalised on the statement of financial position once AASB 16 is adopted.</p> <p>Currently operating lease payments are expensed as incurred. This will cease and will be replaced by both depreciation and interest charges. Based on the current number of operating leases held by the Shire, the impact is not expected to be significant.</p>
(iv)	AASB 1058 Income of Not-for-Profit Entities (incorporating AASB 2016-7 and AASB 2016-8)	December 2016	1 January 2019	<p>These Standards are likely to have a significant impact on the income recognition for NFP's. Key areas for consideration are:</p>

	Title		Issued / Compiled		Applicable (*)		Impact
							<ul style="list-style-type: none"> <li>- Assets received below fair value;</li> <li>- Transfers received to acquire or construct non-financial assets;</li> <li>- Grants received;</li> <li>- Leases entered into at below market rates; and</li> <li>- Volunteer services.</li> </ul> <p>Whilst it is not possible to quantify the financial impact (or if it is material) of these key areas until the details of future transactions are known, they will all have application to the Shire's operations.</p>

(w) Adoption of New and Revised Accounting Standards

During the current year, the Shire adopted all of the new and revised Australian Accounting Standards and Interpretations which were compiled, became mandatory and which were application to its operations.

Whilst many reflected consequential changes associated with the amendment of existing standards, the only new Standard with material application is as follows:

	Title		Issued / Compiled		Applicable		Impact
	AASB 2015-6 Amendments to Australian Accounting Standards – Extending Related Party Disclosures to Not-for-Profit Public Sector Entities  [AASB10, 124 & 1049]						<p>The objectives of this Standard was to extend the scope of AASB 124 <i>Related Party Disclosures</i> to include not-for-profit sector entities.</p> <p>The Standard has had a significant disclosure impact on the financial report of the Shire, as both Elected Members and Senior Management are deemed to be Key Management Personnel and resultant disclosures in accordance to AASB 124 have been necessary.</p>

## 4.9 BUY LOCAL POLICY - REGIONAL PRICE PREFERENCE

<b>Policy Type:</b>	Finance
<b>Date Adopted:</b>	21 December 2016

<b>Policy No:</b>	4.9
<b>Date Last Reviewed:</b>	27 April 2020

<b>Legal (Parent):</b>
1. Local Government (Functions and General) Regulations 1996 – Part 4A Regional Price Preference

<b>Legal (Subsidiary):</b>
1. N/A

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	Yes
<b>Staff Procedure Number</b>	4.5

ADOPTED POLICY	
<b>Title:</b>	BUY LOCAL POLICY – REGIONAL PRICE PREFERENCE
<b>Objective:</b>	To seek to maximise the use of competitive local businesses in goods, services and works purchased or contracted by the Shire of Gnowangerup.

### 1.0 Policy Statement

A price preference will apply to all tenders and quotations invited by the Shire of Gnowangerup for the supply of goods and services and constructions (building) services, unless Council resolves that the policy does not apply to a particular tender or quotation.

The following levels of preference will be applied under this policy for local businesses within the Great Southern Region:

Amount of Tender/Quote	Price Preference Discount
\$1 - \$30,000	10%
\$30,001 - \$100,000	5%

**The maximum price reduction allowed is \$5,000.00** (\$100,000 x 5% = \$5,000)

The levels of preference outlined in 2 above, will be applied as a regional business preference:

### 2.0 Regional Price Preference

This preference enables businesses/contractors within the Great Southern Region to claim a price preference for their whole bid, regardless of the origin of the labour or materials, as all labour and materials are deemed to be regional content.

To qualify as a local business/contractor, a supplier must meet the following conditions:

- A permanent office in the Great Southern Region for at least six (6) months prior to bids being sought;
- Permanent staff based in the Great Southern Region; and
- That bidding and management/delivery of the majority of the quotation/contract outcomes will be carried out from their business location within the Great Southern Region.

The price of the bids from the local businesses/contractors will be reduced (for evaluation purposes only), by the amounts set out in section 1.0 of this policy.

Businesses wishing to claim the above price preference must complete a preference questionnaire/response form that is distributed with each quotation and is also included in the tender documentation. Eligible businesses within the Great Southern Region must clearly state their full business location and postal addresses.

It should be noted that price is only **one** factor to be considered when the Shire of Gnowangerup assesses quotations and tender submissions. Value for money principles will be used to achieve the best possible outcome for funds spent by the Shire. This is achieved by assessing all costs and benefits rather than simply selecting the lowest purchase price. Other factors used in the value for money assessment may include:

- (a) Capacity of the business to deliver the goods or service;
- (b) Timeliness for delivery of goods and services;
- (c) Demonstrated experience and quality delivered by the business in past transactions;
- (d) After sales service ability of the business;
- (e) Other local economic benefits of the transaction;
- (f) Compliance with the Shire's Safety and Risk requirements;
- (g) Ongoing costs associated with the transaction; and
- (h) Contract management risks.

The Regional Price Preference Policy may not apply in the event of an emergency or where time constraints play a major factor in obtaining the goods or services from a local supplier.

### 3.0 Example of the Application of the Regional Price Preference

Consider the following scenarios where two submissions to supply goods or services are received by a local government that has chosen the same regional price preference as that used by the Shire of Gnowangerup.

- Submission 1 is from a local tenderer (as defined by the Council in its policy); and
- Submission 2 is from a metropolitan based firm and uses goods and services sourced from the metropolitan area.



### 3.1 Scenario 1

Submissions Received	Price of Submission	Price Reduction at 10% rate of preference	Adjusted price used for evaluation purposes
Submission 1	\$20,000	\$2,000 (10% of \$20,000)	\$18,000 (i.e. \$30,000 less \$3,000)
Submission 2	\$19,000	No preference applicable	\$19,000

As can be seen from the table, in terms of price, the submission from the local supplier (Submission 1) is the most advantageous once the price preference has been applied.

### 3.2 Scenario 2

Submissions Received	Price of Submission	Price Reduction at 10% rate of preference	Adjusted price used for evaluation purposes
Submission 1	\$50,000	\$2,500 (5% of \$50,000)	\$47,500 (i.e. \$50,000 less \$2,500)
Submission 2	\$48,000	No preference applicable	\$48,000

Again, with the application of the price preference, Submission 1 would be evaluated as providing the lowest price.

### 3.3 Scenario 3

Submissions Received	Price of Submission	Price Reduction at 10% rate of preference	Adjusted price used for evaluation purposes
Submission 1	\$120,000	No preference applicable	\$120,000
Submission 2	\$110,000	No preference applicable	\$110,000

In this scenario, both submissions are over \$100,000 so neither would have a price preference applied. Submission 2, therefore, would be evaluated as providing the lowest price.

## 4.0 Legislative and Strategic Context

In February 2000, the *Local Government (Functions and General) Regulations 1996* were amended to allow non-metropolitan local governments to offer a price preference to regional suppliers when deciding which Quotation/Tender to accept. A price preference can only be applied if a local government authority has adopted a regional price preference policy.

## 5.0 Definitions

**Local business/Contractor** must meet the following conditions:

- A permanent office in the Great Southern Region for at least six (6) months prior to bids being sought.
- Permanent staff based in the Prescribed Area.
- That bidding and management/delivery of the majority of the Contract outcomes will be carried out from their business in the Prescribed Area.

**Prescribed Area:** Great Southern Region.

**Regional Price Preference:** Incentive for businesses/contractors located within the Great Southern Region (Prescribed Area)

## 4.10 RATES CONCESSIONS – NEW BUSINESSES POLICY

<b>Policy Type:</b>	Finance
<b>Date Adopted:</b>	28 August 2019

<b>Policy No:</b>	4.10
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>  1. Local Government Act 1995 – Part 6 Financial Management: Division 6 Rates and Service Charges
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<b>Legal (Subsidiary):</b>  1. N/A
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<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	RATES CONCESSIONS – NEW BUSINESSES POLICY
<b>Objective:</b>	To encourage new start-up businesses to the District and to provide a form of financial assistance during the early stages of their operations.

### 1.0 Preamble

The Shire of Gnowangerup recognises the importance of attracting and retaining new businesses to the District ensuring the sustainability of its communities. Council wishes to formalise this recognition by way of introducing a New Business Rates Concession Policy.

### 2.0 Policy Statement

The New Business Rates Concession will:

- Be applied to the first year of Council rates after the business is established;
- Require a written request from the Business proprietor to the Shire prior to the rates becoming due and payable;
- Be equivalent to 100% of the property rates component of the annual Council rates i.e. it is not applicable to the Emergency Services Levy, any Specified Area Rates, Rubbish Collection and Recycling charges, etc.; and
- Be capped to an amount of \$2,000.00 per application.

### 3.0 Eligibility Criteria

The New Business Rates Concession is able to be applied:

- Where a business is a new type of business but not where a new owner has taken over an existing business of the same type;
- Only if the relevant rates have not already been paid;
- Only once during the life of each business; and

- In situations where the assessment relates to a property that is the subject of a lease, only if the lease contains a clause making the tenant responsible for the payment of Council rates.

### 3.1 Examples of Eligible Applications

- An auto electrician purchases a property in the district and opens a business. There is no existing auto electrician in the district;
- An auto electrician purchases a property in the district and opens a business. There is no existing auto electrician in the district, although there has been in the past; and
- An auto electrician leases a property in the district and opens a business. The lease makes the auto electrician responsible for the payment of the Council rates on the leased property. There is no existing auto electrician in the district and there may or may not have been in the past.

### 3.2 Examples of Ineligible Applications

- An auto electrician purchases a property in the district and opens a business. There is an existing auto electrician in the district;
- An auto electrician leases a property in the district and opens a business. There is no clause in the lease making the auto electrician responsible for the payment of the Council rates on the leased property; and
- An auto electrician leases a property in the district and opens a business. The lease makes the auto electrician responsible for the payment of the Council rates on the leased property. There is an existing auto electrician in the district.

## 4.11 PETTY CASH AND TILL FLOATS POLICY

<b>Policy Type:</b>	Finance	<b>Policy No:</b>	4.11
<b>Date Adopted:</b>	13 <sup>th</sup> February 2019	<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b> <ol style="list-style-type: none"> <li>Local Government Act 1995 (As Amended) – Section 6.10.</li> <li>Local Government (Financial Management) Regulation 11(1)(b)</li> </ol>	<b>Legal (Subsidiary):</b> <ol style="list-style-type: none"> <li>N/A</li> </ol>
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<b>Delegation of Authority Applicable</b>	No	<b>Staff Procedure Applicable</b>	No
<b>Delegation Number</b>	N/A	<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	PETTY CASH AND TILL FLOATS POLICY
<b>Objective:</b>	To provide a policy framework for petty cash and till float systems and ensure consistency in procedures and standards for cash handling.

### 1.0 Petty Cash

- 1.1 Council provides Petty Cash floats for the purpose of conducting Shire of Gnowangerup business for the following areas:-

- (a) Shire of Gnowangerup Office Petty Cash Float \$300

### 1.2 Conditions of Petty Cash Use

- Petty cash should only be used where a reasonable incidental or urgent purchase is required and/or the amount involved does not warrant normal purchasing procedure. Only minor expenditures of less than \$50 should be met from a petty cash advance.
- A cash reimbursement cannot, in respect of any particular docket or voucher, exceed \$50 (including GST) unless authorised by the Senior Finance Officer.
- Only Authorised Purchasing Officers will have access to the Petty Cash.
- All Petty Cash systems will be balanced by the Senior Finance Officer by way of an Imprest System. (The imprest system is an accounting system for paying out and subsequently replenishing petty cash. A fixed amount of cash is allocated to a petty cash fund, which is stated in a separate account in the general ledger.)
- All transactions for Petty Cash must be accompanied by a sales voucher/receipt and a general ledger account prior to disbursement of monies.
- Staff must always use the Credit Account/Purchase Order facility the Shire has in place with suppliers of goods and services before accessing the Petty Cash resources. This is to ensure the Credit Account facilities are maximised and the Petty Cash resources are not unnecessarily depleted.

- (g) The petty cash float should be reconciled by the petty cash advance holder at the end of each month or when the float falls below \$100 balance, whichever occurs first.
- (h) All Petty Cash floats will be balanced to full float as at the 30<sup>th</sup> June each year.

### 1.3 Segregation of Duties

- (a) The officer who controls the petty cash float must not be the claimant, unless they have another administration staff member certify the claim.
- (b) The claimant must not be the supplier of the goods / services that the petty cash claim relates to.

## 2.0 Business Till Floats

- 2.1 Council advances till floats for the purpose of conducting Shire of Gnowangerup business for the following areas:-

Shire of Gnowangerup Office Banking Change Float	\$1,000
Shire of Gnowangerup Office Till	\$ 200
Swimming Pool (Kiosk Till)	\$ 342

- 2.2 The till floats will only be used for the purpose of disbursing change from business activity.

- 3.0 The amounts stated in Clause 1 and 2 above shall be reviewed periodically by the Chief Executive Officer, who has the authority to amend these amounts to reflect current operational requirements.

## 4.12. NON-CURRENT ASSETS POLICY

<b>Policy Type:</b>	Finance
<b>Date Adopted:</b>	23 October 2019

<b>Policy No:</b>	4.12
<b>Date Last Reviewed:</b>	N/A

<b>Legal (Parent):</b>
10. Local Government Act 1995
11. Australian Accounting Standards AASB 116
12. Local Government (Financial Management) Regulations 1996

<b>Legal (Subsidiary):</b>
Nil

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	<b>NON-CURRENT ASSETS POLICY</b>
<b>Objective:</b>	<b>To provide guidance on the accurate recording of the Shire's non-current assets.</b>

### 1. Definitions

#### **Non-Current Assets:**

- (a) An asset that is not to be converted to cash within 12 months of the balance sheet date.
- (b) A resource that is not expected to be consumed or sold within the normal operating cycle of the shire, such as equipment, machinery and plant.

#### **Capitalisation:**

- (a) Capitalisation is an accounting method in which a cost is included in the value of an asset and expensed over the useful life of that asset.

### 2. Asset Hierarchy: All non-current assets have been grouped into classes for financial reporting and asset management planning purposes. All asset details have been recorded in SynergySoft and include the following:

- 2.1. Asset class, subprogram and location;
- 2.2. Whether the asset is considered individually or grouped (for capitalisation purposes);
- 2.3. Date of Acquisition;
- 2.4. If depreciation is applicable, the rate applied;
- 2.5. Whether the asset meets the capitalisation threshold of \$5,000.

### 3. Capitalisation of Assets: Before a transaction for a new or existing asset is capitalised, it is important that the expenditure is assessed to ensure its correct financial treatment.

- 3.1. Initial Recognition: A non-current asset cost must exceed the capitalisation threshold of \$5,000 ex GST.
- 3.2. Subsequent expenditure to the initial acquisition cost is to either be expensed as maintenance and/or repair costs, or capitalised against the asset if the expenditure extends the useful life of the asset by a period greater than 12 months.
4. Grouped/Network Assets: Based on the *Local Government (Financial Management) Regulations 1996*, subsection 17A(5), “An asset is to be excluded from the assets of a local government if the fair value of the asset as at the date of acquisition by the local government is under \$5000.”
5. The Shire has taken the approach of still recognising homogenous assets that fall below this threshold by treating these items as a grouped or network asset. Grouped or network assets are groups of homogenous type assets where individually each asset falls below the capitalisation threshold but when considered as a whole are material in value and should therefore be recorded in the Statement of Financial Position.
6. Criteria to be considered are as follows:
  - Items being considered are below the recognition threshold on an individual basis yet when considered as a whole are material;
  - Individual items are homogenous in nature and typically purchased or constructed at the same time; and
  - Useful lives, consumption patterns, or material type of individual items are comparative.

There may be circumstances where a number of interchangeable components make up various configurations to form a group or network. In such instances it may be appropriate for each item to be recorded separately despite having a value of less than the threshold.

This is supported by AASB 116, Section 45: *A significant part of an item of property, plant and equipment may have a useful life and a depreciation method that are the same as the useful life and depreciation method of another significant part of the same item. Such parts may be grouped in determining the depreciation charge.*

7. Portable and Attractive Asset Register: Portable and attractive assets are the lower value assets (less than \$5,000 in value and not considered a Grouped/Network asset), which because of their nature and portability, carry a higher risk of being misused or stolen.

Assets that have been identified as portable and attractive and not recorded on the Asset Register will be recorded in the In House Developments section of SynergySoft under Minor Tools Register. This will ensure that these assets are appropriately documented and periodically reviewed to assist in the prevention of loss or misuse.

The Portable and Attractive Asset Register includes:



- Asset Description, i.e. mobile phone, landscaping or cleaning equipment, etc.;
- The asset's serial number or other appropriate identifier;
- Asset Register number;
- Location;
- Purchase date and price of the asset;
- Disposal date of the asset.

8. Asset Revaluation: All asset classes that are in the Shire's asset registers, and are recorded in the financial statements, are subject to revaluation. The Shire re-values its' assets in line with the Local Government (Financial Management) Regulations 1996 Section 17A.

All assets are revalued within a period of at least 3 years but no more than 5 years from the previous revaluation, or where the asset is likely to materially differ from its carrying amount.

## 4.13 COVID-19 FINANCIAL HARDSHIP POLICY

<b>Policy Type:</b>	Governance
<b>Date Adopted:</b>	27 May 2020

<b>Policy No:</b>	4.13
<b>Date Last Reviewed:</b>	27 May 2020

<b>Legal (Parent):</b>
<ul style="list-style-type: none"> <li>3. Local Government Act 1995</li> <li>4. Local Government (Financial Management) Regulations 1996</li> </ul>

<b>Legal (Subsidiary):</b>

<b>Delegation of Authority Applicable</b>	Yes
<b>Delegation Numbers</b>	

<b>Staff Procedure Applicable</b>	Yes
<b>Staff Procedure Number</b>	4.6

ADOPTED POLICY	
<b>Title:</b>	COVID-19 FINANCIAL HARDSHIP POLICY
<b>Objective:</b>	<p>To give effect to our commitment to support the whole community to meet the unprecedented challenges arising from the COVID19 pandemic, the Shire of Gnowangerup recognises that these challenges will result in financial hardship for our ratepayers.</p> <p>This Policy is intended to ensure that we offer fair, equitable, consistent and dignified support to ratepayers suffering hardship, while treating all members of the community with respect and understanding at this difficult time.</p>

### Policy Scope

This policy applies to:

1. Outstanding rates and service charges as at the date of adoption of this policy; and
2. Rates and service charges levied for the 2020/21 financial year.

It is a reasonable community expectation, as we deal with the effects of the pandemic that those with the capacity to pay rates will continue to do so. For this reason the Policy is not intended to provide rate relief to ratepayers who are not able to evidence financial hardship and the statutory provisions of the *Local Government Act 1995* and *Local Government (Financial Management) Regulations 1996* will apply.

### Policy Statement

#### Payment difficulties, hardship and vulnerability<sup>5</sup>

Payment difficulties, or short term financial hardship, occur where a change in a person's circumstances result in an inability to pay a rates or service charge debt.

<sup>5</sup> Adapted from the Ombudsman Western Australia publication, **Local government collection of overdue rates for people in situations of vulnerability: Good Practice Guidance:** <http://www.ombudsman.wa.gov.au/>

Financial hardship occurs where a person is unable to pay rates and service charges without affecting their ability to meet their basic living needs, or the basic living needs of their dependants. The Shire of Gnowangerup recognises the likelihood that COVID-19 will increase the occurrence of payment difficulties, financial hardship and vulnerability in our community. This policy is intended to apply to all ratepayers experiencing financial hardship regardless of their status, be they a property owner, tenant, business owner etc.

### **Anticipated Financial Hardship due to COVID19**

We recognise that many ratepayers are already experiencing financial hardship due to COVID-19. We respect and anticipate the probability that additional financial difficulties will arise when their rates are received.

We will write to ratepayers at the time their account falls into arrears, to advise them of the terms of this policy and encourage eligible ratepayers to apply for hardship consideration. Where possible and appropriate, we will also provide contact information for a recognised financial counsellor and/or other relevant support services.

### **Financial Hardship Criteria**

While evidence of hardship will be required, we recognise that not all circumstances are alike. We will take a flexible approach to a range of individual circumstances including, but not limited to, the following situations:

- Recent unemployment or under-employment;
- Sickness or recovery from sickness;
- Low income or loss of income;
- Unanticipated circumstances such as caring for and supporting extended family.

Ratepayers are encouraged to provide any information about their individual circumstances that may be relevant for assessment. This may include demonstrating a capacity to make some payment and where possible, entering into a payment proposal. We will consider all circumstances, applying the principles of fairness, integrity and confidentiality whilst complying our statutory responsibilities.

### **Payment Arrangements**

Payment arrangements facilitated in accordance with Section 6.49 of the Act are of an agreed frequency and amount. These arrangements will consider the following:

- That a ratepayer has made genuine effort to meet rate and service charge obligations in the past;
- The payment arrangement will establish a known end date that is realistic and achievable;
- The ratepayer will be responsible for informing the Shire of Gnowangerup of any change in circumstance that jeopardises the agreed payment schedule.

### **Interest Charges**

A ratepayer that meets the Financial Hardship Criteria will not attract interest or penalty charges on rates / service charge debt in 2020/21, subject to the period of time that the Local Government (COVID-19 Response) Ministerial Order 2020 remains effective (SL 2020/67 – Gazetted 8 May 2020).

In the case of severe financial hardship, the Shire of Gnowangerup may consider writing off interest applicable to the Emergency Services Levy and / or interest previously accrued on rates and service charge debts.

### **Deferment of Rates**

Deferment of rates may apply for ratepayers who have a Pensioner Card, State Concession Card or Seniors Card and Commonwealth Seniors Health Care Card registered on their property. The deferred rates balance:

- remains as a debt on the property until paid;
- becomes payable in full upon the passing of the pensioner or if the property is sold or if the pensioner ceases to reside in the property;
- may be paid at any time, BUT the concession will not apply when the rates debt is subsequently paid (deferral forfeits the right to any concession entitlement); and
- does not incur penalty interest charges.

### **Debt recovery**

We will suspend our debt recovery processes whilst negotiating a suitable payment arrangement with a debtor. Where a debtor is unable to make payments in accordance with the agreed payment plan and the debtor advises us and makes an alternative plan before defaulting on the 3<sup>rd</sup> due payment, then we will continue to suspend debt recovery processes.

Where a ratepayer has not reasonably adhered to the agreed payment plan, then for any Rates and Service Charge debts that remain outstanding on 1 July 2021, we will offer the ratepayer one further opportunity of adhering to a payment plan that will clear the total debt by the end of the 2021/2022 financial year.

Rates and service charge debts that remain outstanding at the end of the 2021/22 financial year, will then be subject to the rates debt recovery procedures prescribed in the *Local Government Act 1995*.

### **Review**

We will establish a mechanism for review of decisions made under this policy, and advise the applicant of their right to seek review and the procedure to be followed.

### **Communication and Confidentiality**

We will maintain confidential communications at all times and we undertake to communicate with a nominated support person or other third party at your request.

We will advise ratepayers of this policy and its application, when communicating in any format (i.e. verbal or written) with a ratepayer that has an outstanding rates or service charge debt.

We recognise that applicants for hardship consideration are experiencing additional stressors, and may have complex needs. We will provide additional time to respond to communication and will communicate in alternative formats where appropriate. We will ensure all communication with applicants is clear and respectful.

## 4. INFRASTRUCTURE, ENVIRONMENT & ASSET MANAGEMENT

### 5.1 ASSET MANAGEMENT POLICY

<b>Policy Type:</b>	Infrastructure, Environment & Asset Management	<b>Policy No:</b>	5.1
<b>Date Adopted:</b>	25 October 2017	<b>Date Last Reviewed:</b>	31 May 2019
<b>Legal (Parent):</b> 1. Local Government Act 1995 – Section 6.10.		<b>Legal (Subsidiary):</b> 1. Shire of Gnowangerup Asset Management Strategy	
<b>Delegation of Authority Applicable</b>	Yes	<b>Staff Procedure Applicable</b>	Yes
<b>Delegation Numbers</b>	1.2.6, 1.2.7	<b>Staff Procedure Number</b>	5.1
<b>ADOPTED POLICY</b>			
<b>Title:</b>	ASSET MANAGEMENT POLICY		
<b>Objective:</b>	<b>To provide a foundation for Shire's Asset Management Strategy, Asset Management Plan and related Asset Plans for individual assets or asset classes.</b>		

#### 1.0 Integrated Planning Framework

The Integrated Planning and Reporting Framework (IPRF) requires all local governments to plan for the future, including giving consideration to how the Shire will continue to deliver services to the community on a long-term basis in a financially sustainable and efficient manner.

A strong focus on long-term strategic asset and financial planning is important because there is:

- Increasing and changing demand for services as the Shire's population profile changes;
- Increasing community expectation in relation to service provision, accountability and value for money;
- Limited ability to grow revenue with finite resources; and
- A need to maintain, renew or replace infrastructure to meet future demand.

## 2.0 Asset Management Framework

The following figure demonstrates the Asset Management Framework adopted by the Shire.



“Asset Management is a key part of business planning, which connects, at a strategic level, decisions about an organisation’s business needs, the deployment of its assets, and its future investment needs.”

Towards Better Management of Public Sector Assets, Sir Michael Lyons 2004.

Asset Management is inextricably linked with service delivery. **“The primary goal for the Shire of Gnowangerup in managing its assets is to provide the services, and levels of service, consistent with the desires of the community and the financial resources of the Shire.”**

## 3.0 Policy Purpose & Objectives

The purpose of this policy is to guide the strategic management of all of the Shire of Gnowangerup’s (the Shire) assets in conjunction with other Integrated Planning & Reporting Framework (IPRF) strategies, relevant Legislation & Regulations, Australian Standards, Australian Accounting Standards, recognised best practice principles and other Shire policies.

The key objective of this policy is to ensure that there is organisation-wide commitment to asset management and that the objectives of the Shire’s Asset Management Strategy and Plans are achieved. This will ensure financial data on asset renewals, maintenance of existing assets, and new assets are identified and form part of the Shire’s long-term financial planning.

The principal objective of asset management is to enable the Shire to meet its service delivery objectives efficiently and effectively, in a way that ensures:

- Assets are managed in accordance with relevant legislation;
- Assets are managed in accordance with recognised best practice;
- Asset Management is an integral part of the IPRF Framework;
- An asset “whole-of-life” approach is taken in the management of the Shire’s assets;

- Risk is considered in the development of asset strategies;
- Asset performance is measured against defined levels of service outlined in the Asset Management Strategy and Plans;
- Assets are brought to account in accordance with the requirements of the appropriate accounting standards and reporting requirements;
- Informed decision-making is based on reliable data; and
- Asset management is sustainable.

## 5.2 MOTOR VEHICLE POLICY

<b>Policy Type:</b>	Infrastructure, Environment & Asset Management
<b>Date Adopted:</b>	22 September 2012

<b>Policy No:</b>	5.2
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
1. Local Government Act 1995 (As Amended) – Section.

<b>Legal (Subsidiary):</b>
1. N/A

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	MOTOR VEHICLE POLICY
<b>Objective:</b>	<p>To provide a policy framework for:</p> <ul style="list-style-type: none"> <li>Ensuring Council maintains a suitable fleet of vehicles that contributes positively and effectively to the operational requirements of the Shire;</li> <li>Councillors and staff on general principles and standards of use and care associated with the operation of Shire vehicles; and</li> <li>The procurement and use of vehicles for Shire operational requirements.</li> </ul>

### 1.0 Definitions

*Fleet Vehicles* means all vehicles owned or controlled by the Shire of Gnowangerup that are designed to carry passengers and / freight on public roads.

*Fleet Pool* means a grouping of vehicles that may be used commonly by a group of staff, as defined by location or program. The management of a fleet pool shall be coordinated centrally by a designated officer.

*Fringe Benefits Tax (FBT)* means tax levied on benefits obtained by employees in respect of their employment.

*FBT Log Book period* means a continuous period of at least 12 weeks when a vehicle is used for average business use (it should not be a period chosen because of maximum business) for which special log books are used as basis for FBT calculations.

*Log Books* means books used to record details of all trips undertaken including the driver's name, journey date, starting and ending odometer readings and purpose of the journey.



*Personal use* means the use of fleet vehicles for non-business purposes. It generally includes travel to and from work.

*Reserve vehicles* means vehicles that are not directly assigned to a specific function or staff position.

SoG means “Shire of Gnowangerup”.

SOP means “Standard Operating Procedure”.

## 2.0 Acquisition and Disposal

2.1 When acquiring and disposing of light vehicles, the Shire of Gnowangerup shall apply a structured test based on the four key sustainability principles:

**Economic Criteria:** whole of life costs shall be estimated from best available data and highest preference shall be given to the vehicle with the lowest optimised whole of life cost.

**Functional Criteria:** highest preference shall be given to the vehicle that best fits the functional requirements of the position for which the vehicle is being acquired.

**Social Criteria Highest:** preference shall be given to vehicles that confirm a responsible, accountable image compatible with the Shire’s values.

**Environmental:** a recognition of the CO2 emissions allocated to the vehicle

2.2 The annual budget provides allocations for each category of vehicle within the light vehicle fleet that is consistent with and complimentary to the needs of the organisation and officers. Fuel economy of the vehicles is also considered in line with Council’s budget allocations.

## 3.0 Categories of Vehicles

Each category in the Light Vehicle Fleet has a price range approved by Council and is listed as follows:

Category One – CEO \$65,000

Category Two – Deputy CEO \$55,000

Category Three – Managers \$45,000

Category Four – Limited or no private use \$30,000

Category Five – Pool vehicle

## 4.0 Safety Rating

All vehicles allocated to employees must have a 5 Star ANCAP safety rating.

## 5.0 Vehicle Allocations

- 5.1 The Chief Executive Officer will determine vehicle allocations and vehicle use status applicable to employees and/or positions taking into consideration industry and market trends and whole of life costing.
- 5.2 In determining vehicle allocations and vehicle use a flexible approach to the changeover of Council's vehicle fleet will be observed with due consideration being given to the make and model of vehicles and the kilometres travelled, to ensure the most cost effective outcome for Council at any given time.
- 5.3 The Chief Executive Officer (CEO), Executive Managers and Contractors shall be provided with a private vehicle as per their employment contract or equivalent agreement.
- 5.4 The authorised driver of a specific vehicle shall be a driver authorised under a specific employment contract, staff or Councillor of the Shire of Gnowangerup who has:
- (a) been assigned the vehicle as part of their Council duties and/or conditions of
  - (b) employment,
  - (c) an appropriate licence and a record of which is on the personnel files of the person to which the vehicle has been assigned.
  - (d) is responsible for the care and management of the vehicle.
- 5.5 Vehicles provided to authorised drivers will be safe, reliable, fit for purpose and cost-effective. Staff are to expect adequate access to fleet vehicles to allow them to safely and effectively perform their professional duties.
- 5.6 The Shire of Gnowangerup will ensure that staff are not required to use their private motor vehicles to perform their professional duties.

## 6.0 Classification of Use

Vehicle use is classified into four categories:

### 6.1 Unrestricted Private use

Officers may use the vehicle for unrestricted Council business and private use in accordance with the individual's employment contract. The Officer must be in the vehicle should the vehicle use be outside the Shire boundary.

### 6.2 Restricted Private Use

Officers granted vehicles in this class are limited to operation within the confines of the Shire of Gnowangerup geographic municipality boundary. Vehicles cannot be driven outside the Shire boundary without the prior written authorisation of the responsible CEO. Completion of 'Application Personal Use of a Council Vehicle' form is required. Should approval be granted, the officer is responsible to pay for all fuel costs.

### 6.3 Commuter Use Only

Council vehicles for commute use only may be used for transport to and from home/work only, by the most direct route. Any variations are to be agreed by the Chief Executive Officer.

### 6.4 Councillor Use

Councillors may use the vehicle for Council business as required and coordinated by the Chief Executive Officer.

## 7.0 Approved Drivers

7.1 Employees and Councillors of the SoG who are required to operate a SoG vehicle in the performance of their duties must be in possession of a valid WA driver's licence. A copy of the driver's licence must be provided to the Payroll (Finance) Officer to be put on their personnel file.

7.2 If at any time the licence of an approved driver expires or is revoked, or the driver is otherwise disqualified from driving, it is the responsibility of the driver to inform their supervisor immediately. They will not be entitled to drive a SoG vehicle until their licence is reinstated.

## 8.0 Use of Council Vehicles

### 8.1 Authorised Private Use of Vehicles

A person who has private use of vehicle as part of their employment contract can use their vehicle for private use. SoG recognises that where an employee is granted full private use of a vehicle, this vehicle in many cases becomes that employee's family vehicle. Accordingly, such employees are entitled to grant permission to drive the Shire vehicle whilst on private use provided such person(s) hold a current driver's licence and is:

- (a) the partner of the employee who permanently resides with the employee, or
- (b) another suitably licensed person where employee and/or employee's partner is the passenger in the passenger in the vehicle.

Employees authorised to have private use of vehicles are allowed to transport alcohol but cannot make any deliveries for other people. Private vehicle owners are to acknowledge Western Australian Liquor Act, and Western Australian Emergency Response Act, and it is to be remembered that responsibility prevails when carrying alcohol in all SOG communities. It is also to be remembered that alcohol consumption while using a vehicle cannot exceed 0.00%. Any conviction of DUI in a SoG vehicle may result in disciplinary action.

SoG vehicles are not permitted to compete in any car rally or competition, or be used for any commercial purpose outside of Shire's own operations. Where employees have full private use of a Four Wheel Drive vehicle, only appropriate recreational use of the vehicle is permitted. Appropriate off road use can be defined as utilising the vehicle only where access is provided by either a marked track/trail (e.g. camping ground access, fire trail, dirt roads), or where

vehicular access is specifically allowed (e.g. Beach driving). Where inappropriate private use of a 4WD results in damage to the vehicle, the employee using the vehicle will be responsible for all repair costs incurred.

## 8.2 Commuter Use Vehicle

The vehicle allocated to a Responsible Officer with Commuter Use will be determined in accordance with the Commuter Use Vehicles List as approved by the CEO.

In determining the type of Commuter Use vehicles available, the CEO will have due regard to whole of life costs, operational needs, environmental and safety considerations. Generally, vehicles listed in the Commuter Use Vehicles List will be four cylinder vehicles.

Commuter Use does not include:

- (a) transportation of family members or members of the public, unless for work related purposes;
- (b) transportation of other Council employees to and from work, unless they live on a direct route to work or meet the driver at the premises where the vehicle is garaged;
- (c) visits to private or non-work related locations other than isolated instances such as stopping at a shop on the way home via the direct route; and
- (d) use of the vehicle during work breaks for private purposes.

Responsible Officers with Commuter Use may not nominate other drivers to use the vehicle for Commuter Use purposes other than in instances where the vehicle is required to attend to Council business such as an after-hours callout and the Responsible Officer is unavailable to attend.

Vehicles used for Commuter Use are to be made available to officers during Council's standard hours of operation and must be returned to the workplace in all instances of leave exceeding two days, or circumstances where the relevant Manager deems there is a reasonable operational need for the vehicle during the officer's absence.

The CEO, Deputy CEO or Manager may authorise a "once off" Commuter Use of a vehicle due to the operational or business requirements of an officer's role.

In general, it is not permissible for any person other than the Responsible Officer with Commuter Use to travel between home and the worksite/workplace in the Council vehicle. However, where emergency/extenuating circumstances warrant, the Responsible Officer's nominated spouse or partner, or another nominated person may act as a relief driver.

Commuter Use may be withdrawn from a Responsible Officer should it be determined that there is no longer an operational need for the vehicle, or this type of vehicle use.

## 8.3 Pool Vehicles

SoG vehicles which are not designated to any specific person or department are to be used for pooling. All pool vehicles will be controlled by the relevant member of the Managers and Executives Team (Manex). Procedures for requesting pool vehicles and terms of using pool vehicle will be as referred on SOP for Pool Vehicles.

#### 8.4 Fuel Cards

SoG will supply vehicles with a fuel credit card. Where a fuel card has not been provided, purchase orders are to be raised and approved by authorised personnel prior to filling the fuel tank. In the event where an employee has no choice but to make out of pocket payment for fuel, receipts are to be kept for reimbursement. Reimbursement should be claimed by submitting Request for Reimbursement Form approved by authorised personnel to the finance department.

Fuel cards are to be used solely for SoG use. The Fuel Card should be used only for the purchase of fuel (ULP or Diesel only) for Shire vehicles. No other purchases are permitted on the fuel card. The use of this card for obtaining bonus points (i.e. Flybuys Points) is prohibited, as Council will be liable for Fringe Benefits Tax.

Fuel cards are to be kept in the designated vehicle at all times and misplaced cards must be reported immediately to the Senior Finance Officer who will facilitate the cancellation of the card.

#### 8.5 Records of Usage (Log Books)

8.5.1 SoG shall maintain records of vehicle usage in order that:

- (a) the extent of operational and private use can be measured and to calculate fringe benefits tax liability for all SoG vehicles; and
- (b) the person responsible for the vehicle when an infringement, damage or loss occurs for all vehicles can be identified.

Log books are to be filled out every time the vehicle is used. Log books are to be filled out with odometer readings every time the vehicle is used.

#### 8.5.2 Private Use

A log book is to be completed for a period of three consecutive months once in every four-year period, unless the vehicle has a change of allocation or is traded for another.

#### 8.6 Vehicle Security

Vehicles must be:

- (a) Parked at a council property for insurance reasons
- (b) Parked in a safe and secure place if out of Gnowangerup.

- (c) Properly secured when unoccupied (i.e. Keys removed, doors locked and security systems activated).
- (d) Confidential material and expensive equipment must not be left in unattended vehicle.

## 8.7 Insurance

Losses or damage to any personal property carried or kept in a SoG vehicle shall remain the responsibility of the officer to whom the vehicle is assigned at that time the property was placed in the vehicle, unless such property is used in connection with official business.

## 8.8 Servicing and Maintenance

Vehicles are to be maintained in a condition that reflects SoG in a positive manner i.e. clean, tidy and well maintained. It is the responsibility of the driver, to whom the vehicle is allocated or in use of last, to ensure that it is cleaned regularly inside and out. Staff using SoG pool vehicle for a task must return it clean, tidy and fuelled.

Drivers are responsible for arranging the delivery of vehicles to the Shire of Gnowangerup Depot for servicing and maintenance or another area as arranged by workshop (i.e. Dealership).

## 8.9 Safe Driving Standards

### 8.9.1 General

Prior to each Journey, the driver must ensure that a vehicle safety check has been performed and all safety equipment is located in the vehicle.

The vehicle is to be safely parked when using a mobile/satellite phone, unless a hands-free system is fitted. In the event of breakdown, becoming bogged or other such situation that prevents drivers from reaching their destination, they are to remain with the vehicle.

### 8.9.2 Smoking

Smoking is strictly prohibited in SoG vehicles at all times.

### 8.9.3 Consumption of Alcohol and Drugs

No employee is permitted to drive or control machinery whilst under the influence of drugs or alcohol. Drugs include any medication labelled with a caution warning people not to drive.

### 8.9.4 Mobile Phones

The use of mobile phones is prohibited by law when operating a vehicle.

### 8.9.5 Speed Limits

The WA Government has adopted guidelines in respect of speed limits for machinery, trucks and light vehicles. The SoG accepts no liability or responsibility for any operator of

its light vehicle fleet or heavy plant for speed related offences. SoG expects all staff will abide by the posted WA Road Speed Limits.

#### 8.9.6 Fatigue

Drivers and passengers must be aware of, and able to identify, the symptoms associated with fatigue and respond by stopping to rest or change drivers. Drivers must plan trips with enough travelling time to allow for rest stops

#### 8.9.7 Driving Range

All SoG Vehicles are to be used only within Western Australia. If vehicles are to be taken outside of Western Australia, prior approval from CEO is to be obtained, unless stated differently in a Contract of Employment.

#### 8.9.8 Modifications to or In Vehicles

No modifications can be made to any SoG vehicles.

#### 8.9.9 Accidents and Emergencies

If the vehicle is stolen or damaged in an accident, the SoG drivers shall comply with all legal and insurance requirements if involved in an accident, including:

- (a) obtaining particulars of the other parties involved,
- (b) notifying the Police and relevant authorities in accordance with the Road Traffic Act or any other relevant laws,
- (c) notifying relevant Manager and submitting an incident Form.

Employees should also immediately report any theft or damage, however slight, to the relevant Manager and then to the Asset & Waste Management Coordinator for repairs to be undertaken at the earliest opportunity.

#### 8.9.10 Sharing of Resources

To promote safety and efficiency, please make every effort in advertising your travels to others in case someone would need to travel to the same area.

#### 8.9.11 Disciplinary Action

If an employee is found guilty of misusing a Council Vehicle, a Formal Warning will be given by the immediate supervisor or Manager. Dismissal may be considered if the offence is believed to be serious enough. A copy of the Formal Warning will be placed on the employee's personal file.

## 5.3 GNOWANGERUP AIRPORT LOCAL PLANNING POLICY

<b>Policy Type:</b>	Infrastructure, Environment & Asset Management
<b>Date Adopted:</b>	22 April 2015

<b>Policy No:</b>	5.3
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
1. Local Planning Scheme No 2.

<b>Legal (Subsidiary):</b>
1. Land Administration Act
2. Crown Land Title Management Order

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	GNOWANGERUP AIRPORT LOCAL PLANNING POLICY
<b>Objective:</b>	<b>To:</b> <ul style="list-style-type: none"> <li>• protect the primary purpose of the Airport for aviation related activities;</li> <li>• encourage further development of aviation facilities and activities at the Airport and allow complementary activities and uses which facilitate ongoing and increased use of the Airport;</li> <li>• provide planning controls to ensure that all uses and/or development on the Airport are consistent with the Crown Land Title requirements for the reserve; and</li> <li>• preclude any uses and/or development which would conflict with or jeopardise the continued function of the Airport.</li> </ul>

### 1.0 Policy Area

This Local Planning Policy applies to the Gnowangerup Airport on Reserve 31666 (Lot 9318 on DP 92334) Airport Road, Pallinup (see image below).





Gnowangerup Airport and surrounds (Image from Google Earth)

## 2.0 Planning Approval Required

The Gnowangerup Airport is situated on a Local Reserve for Public Purposes and designated as an Aerial Landing Ground under Local Planning Scheme No. 2.

The Gnowangerup Airport is contained on Crown Land Title (Volume LR3106 Folio 473) for the purpose of aerial landing ground and recreation and a Management Order exists that enables the Shire with power to lease portions of the land for a period not exceeding 21-years.

In accordance with Local Planning Scheme No. 2, a person must not use a Local Reserve; or commence or carry out development on a Local Reserve, without first having obtained planning approval from the Shire. As such, all use and/or development on the Gnowangerup Airport requires planning approval from the Shire prior to any works commencing. All applications shall comply with relevant Civil Authority Safety Authority (CASA) guidelines.

In determining an application for planning approval, the Shire shall have due regard to the matters set out in clause 10.2 of Local Planning Scheme No. 2; and the ultimate purpose intended for the Reserve.

## 3.0 Compatible Land Use Activities

The Shire considers the following land use activities to be consistent with the purposes for the Gnowangerup Airport Reserve:

- (a) Airport (including use by helicopters, gliders etc.);
- (b) Aircraft Hangars;
- (c) Aircraft Sales/Service/Hire;
- (d) Air Shows;
- (e) Aerial Spraying Operations;
- (f) Flight School;

- (g) Use by Emergency Service Organisations (including ambulance depot, fire suppression activities etc.);
- (h) Service Industry (must be aircraft related); and
- (i) Other incidental or aviation allied activities considered appropriate by the Shire.

#### 4.0 Development Standards

A hangar is a closed building structure to provide protection for an aircraft. Most hangars are built of metal, but other materials such as wood and concrete are also used. Hangars are expected to be used for protecting the aircraft from the weather, aircraft maintenance, repair, re-fueling, manufacture/assembly and storage activities.

- (a) Hangar buildings shall be located within the nominated Hangar Area shown on the attached Development Plan;
- (b) Separation distances between buildings shall be in accordance with the Building Code of Australia, CASA guidelines or as otherwise determined by the Shire;
- (c) Any buildings developed on the Airport Reserve shall be constructed in accordance with the Building Code of Australia;
- (d) Any vehicles associated with the use of the hangar shall be parked off any adjoining taxiway and within the lease area or hangar;
- (e) Any advertising sign shall be erected on the hangar building and requires a separate planning approval from the Shire;
- (f) Where a hangar building includes amenities such as an office, toilet, shower, sink, kitchen area etc., they shall be connected to an approved supply of water (from roof catchment and storage tank) and on-site effluent disposal system to the satisfaction of the Shire's Environmental Health Officer;
- (g) All rubbish and waste material shall be stored in the hangar building in suitable rubbish receptacles and disposed of in accordance with regulatory authority requirements. No oil, fuel or similar products are permitted to be disposed of on or into the ground; and
- (h) The owner of the hangar shall ensure that adequate fire control measures are in place at all times.

#### 5.0 Leases

The Shire requires that prior to development of any building on the Airport Reserve the proponent shall enter into a lease for the land for a period not exceeding 21-years. The Shire shall prepare the lease at the proponent's cost.

- To protect the primary purpose of the Gnowangerup Airport for aviation related activities;
- To encourage the further development of aviation facilities and activities at the Gnowangerup

Airport and allow complementary activities and uses which facilitate ongoing and increased use of the Gnowangerup Airport;

- To provide planning controls to ensure that all uses and/or development on the Gnowangerup Airport are consistent with the Crown Land Title requirements for the reserve; and
- To preclude any uses and/or development which would conflict with or jeopardise the continued function of the Gnowangerup Airport.

## 5.4 USE OF SMALL PLANT & EQUIPMENT BY EMPLOYEES POLICY

<b>Policy Type:</b>	Infrastructure, Environment and Asset Management	<b>Policy No:</b>	5.4
<b>Date Adopted:</b>	13 July 2016	<b>Date Last Reviewed:</b>	31 May 2019
<b>Legal (Parent):</b> 1. Shire of Gnowangerup (Operational Works Crew) Enterprise Agreement 2016		<b>Legal (Subsidiary):</b> N/A	
<b>Delegation of Authority Applicable</b>	No	<b>Staff Procedure Applicable</b>	Yes
<b>Delegation Number</b>	N/A	<b>Staff Procedure Number</b>	5.7
<b>ADOPTED POLICY</b>			
<b>Title:</b>	USE OF SMALL PLANT & EQUIPMENT BY EMPLOYEES POLICY		
<b>Objective:</b>	To provide a policy framework for the use of Council small plant and equipment by employees outside working hours for personal and/or domestic purposes.		

- 1.0 Any employee wishing to use small plant and equipment owned by the Shire shall submit a request to the Manager of Works, requesting access to particular plant and equipment on specified dates and for specified times.
- 2.0 The Chief Executive Officer and/or Manager of Works are able to approve or refuse requests, depending on the need and availability of the small plant and equipment for Shire purposes.
- 3.0 Employees shall sign an indemnification form absolving the Shire of any liability for injury sustained whilst utilising the plant and equipment for private purposes.
- 4.0 Employees utilising the Shire's small plant and equipment for private purposes shall sign an acknowledgement that any damage occurring to the small plant and equipment whilst being utilised for private purposes shall be repaired at the user's expense.
- 5.0 The Chief Executive Officer and/or Manager of Works, in authorising the private use of small plant and equipment, shall specify the time by which the small plant and equipment shall be returned to the Gnowangerup Shire Depot. Any breach of the return requirement will result in a review of this Policy.
- 6.0 Hire Charges
  - 6.1 All engine operated small plant and equipment shall be hired at a rate of \$5.00 per day, per item of plant or equipment.

6.2 All electrically operated plant and equipment shall be hired at a rate of \$2.00 per day, per item of plant or equipment.

6.3 All static plant and equipment shall be hired at a rate of \$0.50 per day per item of plant or equipment.

#### 7.0 Indemnification

All Shire of Gnowangerup employees hiring small plant and equipment from the Shire for personal use shall sign the "Hiring of Small Plant and Equipment Indemnity" form, with such form being witnessed by the Works Manager.

#### 8.0 Only Trained Personnel to Hire Equipment

All employees hiring small plant and equipment from the Shire of Gnowangerup shall be suitably trained, licensed and competent in the safe operation of the hired small plant and equipment, as determined by the Works Manager.

## 5.5 GATE PERMITS POLICY

<b>Policy Type:</b>	Infrastructure, Environment and Asset Management
<b>Date Adopted:</b>	24 August 2016

<b>Policy No:</b>	5.5
<b>Date Last Reviewed:</b>	31 May 2019

<b>Legal (Parent):</b>
1. Shire of Gnowangerup (Operational Works Crew) Enterprise Agreement 2016

<b>Legal (Subsidiary):</b>
1. N/A

<b>Delegation of Authority Applicable</b>	No
<b>Delegation Number</b>	N/A

<b>Staff Procedure Applicable</b>	No
<b>Staff Procedure Number</b>	N/A

ADOPTED POLICY	
<b>Title:</b>	GATE PERMITS POLICY
<b>Objective:</b>	To provide guidelines for the application and consideration of gate permits to erect gates and/or stock grids across road reserves under the care and control of the Shire of Gnowangerup.

### 1.0 Policy Requirements

The Council shall consider and apply the following requirements to the application, processing and issuing of gate permits within the Shire:

- i) The erection of a gate shall only be permitted across an undeveloped and/or unconstructed road reserve and should generally be aligned with property boundaries. The Shire may only permit stock grids on developed and/or constructed roads;
- ii) An applicant for a gate permit shall include:
  - Written support from all affected landowners along the road reserve;
  - A scaled site plan showing the precise location of the proposed gate; and
  - Details on the type of gate to be erected.
- iii) Permits will be granted for a maximum period of 3 years and will need to be renewed. If the permit is not reapplied for, the Council shall issue a written notice for the gate to be removed by the permit holder;
- iv) Gates are not permitted to be locked unless the permit holder has provided access (using common padlocks or similar) to service authorities and local emergency services groups/personnel;

- v) All costs with establishing and maintaining an approved gate will be the responsibility of the permit holder;
- vi) It is the responsibility of the permit holder to ensure any clearing of vegetation required to construct and maintain the gate shall comply with the *EP (Clearing of Native Vegetation) Regulations 2004*;
- vii) Any gate permit will be cancelled if conditions of approval are not met;
- viii) Applications for a gate permit will be advertised in the relevant local newspaper for community input and information;
- ix) All approved gate permits will be entered on the Shire's property database to alert staff etc to their existence;
- x) Approved gate permits will be inspected for compliance; and
- xi) A gate permit may be cancelled by written notice issued by the Council if the conditions of approval are not satisfactorily met. In this event the gate will be required to be removed by the permit holder within the time period specified. If the written notice is not complied with financial penalties can apply under the Local Government Act/Regulations.

The Council will not approve any gate that in its opinion would have an adverse impact on traffic, activities on surrounding land and/or the overall locality or on the local emergency services.