

Shire of Cue

# POLICY MANUAL



This Manual supersedes all previous Policy Manuals



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## WORKS – Section A

### A.1 CROSSOVERS

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- A.1.1 *Subject to application and approval by the Shire of Cue, Council will subsidise crossover construction to a maximum of \$1,200 per crossing.*
- A1.2 *The construction of vehicle crossings shall be under the supervision and direction of the Shire's Works Supervisor.*
- A1.3 *All materials shall be in accordance with industry standards – inferior materials shall be liable to rejection and removal and replacement will be at the contractors / owners expense.*
- A1.4 *Protection of works and the public, including signs and barricades shall be at the contractors / owners expense.*
- A1.5 *Premix concrete shall comply with the requirements of AS1379 – 1973. All concrete shall develop a minimum compressive strength of 20MPa at 28 days with a minimum of 100mm.*
- A1.6 *The finish shall be obtained by screeding to correct level and broom finishing to provide a non-slip, dense surface free of depressions and marks.*
- A1.7 *A standard crossing as consists of a 150mm compacted and water bound gravel and bitumen sealed crossover, running from the kerb to the building line and tied in or made contiguous with abutting structures (kerbs, footpaths and driveways).*
- A.1.8 *The minimum width of the standard crossing shall be 3.0m for residences, 4.0m for commercial, 4.5m for light industrial, 6.0m for heavy industrial and 7.5m for service stations each with a 1.5m radius fishtail into the kerb line.*
- A.1.9 *The gradient shall be positive 2% for the first 1.5m from the kerb line, then not exceed plus or minus 2% to the property line.*
- A.1.10 *The Shire of Cue will share the costs of such a standard crossing to a land holding on a 50/50 basis for the first such crossing only and subject to available funding.*
- A.1.12 *Where the ratepayer elects to construct greater than the standard crossover as defined in 1.7, the shire's contribution shall not exceed the cost of a standard crossing as defined in 1.7 and 1.8.*

A.1.13 *A budget allocation is made in each year's budget to allow for the shire's contributions to crossovers.*

## **A.2 ROAD CLOSURES**

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- A.2.1 Gravel and formed roads are to be closed at times of heavy rain to minimise damage from vehicles and at any other time when traversing the road may endanger road users.
- A.2.2 Road closure signs are to be placed on the roads which are subject to closure.
- A.2.3. Road closure signs will identify which minor roads are closed and will be affixed to the road signage at the Cue end of the Beringarra and Wondinong Roads in addition to signs placed on the road surface.
- A.2.4 Road Closure Notices are to be sent to all mines operating in the area, and to all adjoining Shires and pastoralists.
- A.2.5 Communications will be maintained with pastoralists and media on the status of road closures.
- A.2.6 The Shire / pastoralists will communicate on road conditions and administer road closed signs as deemed necessary. The Shire is to provide pastoralists with 'Road Closed' signs to effect closure of the road when rain or damage is seen as sufficient to close the road.
- A.2.7 Police and emergency services vehicles and other light vehicles with a legitimate need must gain permission from the Shire prior to entering on a closed section of road.
- A.2.8 The Shire will liaise with neighbouring Shires where roads are common to ensure that the entire road is opened or closed.

## **A.3 STANDARD OF ROAD CONSTRUCTION**

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All new construction to be carried out to MRWA standards, type 3 RD except where otherwise resolved at the discretion of the Council.

## **A.4 AIRSTRIP MAINTENANCE (PRIVATE STRIPS)**

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The shire will carry out grading of pastoral airstrips within the shire as part of the shire's ordinary maintenance program. These strips are maintained to provide emergency access throughout the district.

- A.4.1 Strips are to be graded on request from the station owner and at a time when shire plant is in the area

## **A.5 CYCLONE PREPARATION / CLEAN-UP STRATEGY**

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- A.5.1 Prior to the beginning of the cyclone season (November – April), all residents and ratepayers in the town site of Cue are to be notified requesting that all debris and dangerous items around yards and buildings be removed or securely tied down
- A.5.2 A date will be set by the CEO or delegate for all bulk rubbish to be collected by the shire prior to the cyclone season.

- A.5.3 The shire will assist residents in removing damaged vegetation and materials free of charge following a cyclone or severe storm.

## **A.6 FIREBREAKS AROUND TOWNSITE**

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Prior to the summer, the shire will place firebreaks around town areas due to the dry grass and debris lying around, to be coordinated with the fire brigade's assistance.

## **A.7 BORROW PIT'S**

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A.7.1 Existing owners of the lease shall be consulted prior to commencement of new works. Vehicles entering and leaving points shall be instructed to avoid unnecessary clearing of vegetation.

A.7.2 Upon commencement of works all topsoil and vegetation shall be stacked into separate piles. Raw materials shall be extracted from strategic locations to enable staged rehabilitation works to commence immediately upon completion of extraction. Rehabilitation works will include re-contouring the pit, deep ripping and reinstating topsoil and direct seeding if necessary.

A.7.3 Pastoralists are to be consulted after works are completed to ensure that they are satisfied with the works undertaken

NOTE: Refer also to the requirements required by the Department of Environment and Conservation and obligations under Native Title in creating new pits which may vary from time to time.

## **A.8 ROADSIDE MEMORIALS**

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The Main Roads Western Australia's "Roadside Memorials Policy and Guidelines" will be the basis of the Policy when receiving applications for the erection of memorials on shire controlled roads, subject to –

A.8.1 Removal of any obligation on the shire to provide or subsidise the materials, plants etc., used in any memorial; and

## **A.9 ROAD USE (RAV HAULAGE) AGREEMENTS POLICY**

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### **Introduction**

The Shire of Cue manages approximately 800 kilometres of local roads, of which the majority are gravel.

The Shire constructs, maintains and renews these road assets for low volume general traffic with funding from rates, local government financial assistance grants (FAGS), Main Roads through the regional roads group and federal funding through the Roads to Recovery program.

Some of the roads on the Shire's network are classified under the Main Roads WA network for Restricted Access Vehicles (RAV).

RAV traffic (i.e.: multi-trailer heavy vehicles) results in significantly increased cost to maintain the road asset, particularly if the road construction is not engineered to sustain such traffic. Wear and tear increases proportionally with the vehicle length, number of trailers, axle combinations and weight of the load carried.



It is important that the Shire receives adequate compensation from these users to ensure that the Shire can fund construction, maintenance and renewal of its affected road assets.

### **Objective**

This policy establishes the common factors for Road Use (RAV Haulage) Agreements between the Shire and the road user to enable the Shire to process requests efficiently and consistently; and to secure funding from road users to construct, maintain and renew the Shire's affected road assets to an appropriate standard of safety and access.

### **Cross Reference**

This policy should be read in conjunction with policy A:10 - Assessment of CA07 Applications (Restricted Access Vehicles on Shire roads).

### **Policy Statement**

1. Council is committed to maintaining its road assets in accordance with the integrated long term financial and asset management plans and associated policies.
2. In principle, Council maintains its road assets for general use, and does not have funding to construct or maintain road assets for heavy haulage by Restricted Access Vehicles (RAV).
3. Where road users apply to Council for a CA07 authority to operate Restricted Access Vehicles on roads in the Shire of Cue that are classified under the Main Roads WA permit network, the Shire of Cue may require the user to enter into a Road Use (Restricted Access Vehicle Haulage) Agreement with the Shire.
4. The Agreement will be a legally binding contract in a standard format that will be developed and updated from time to time under professional advice from the Shire's engineers and lawyers.

Council approval is required if the applicant makes any material modification to the standard agreement.

5. Council will require the other party to the Agreement to bear all costs associated with the Agreement including but not limited to legal fees involved in entering into the agreement, and the cost of all professional and engineering advice.
6. The Agreement will cover the following minimum provisions:
  - Pre-work: road works that the user agrees to fund and complete before the haulage task commences, in order to prepare the road for the haulage task. The specification for such tasks will be established by the Shire in consultation with engineers and Main Roads as required.
  - Safety Management Plan: the user will be required to prepare and lodge a road safety risk assessment and management plan to the Shire for all of the route that is in the Shire (i.e.: this will include roads under control on Main Roads WA as well as Shire roads).
  - Bank Guarantee: the Agreement may stipulate lodgement by the user of a bank guarantee, in an amount that is equal to 50% of the estimated annual haulage task payment. The maximum will be \$500,000 unless otherwise authorised by Council.
  - Rate: the user will pay to the Shire the amount of 1.26 cents per kilometre per tonne. This rate has been established as at May 2013 in consultation with WALGA using statistics and methodology aligned with Austroads. The rate will be reviewed annually through the Shire's annual fees & charges setting process, and the Agreement will provide for earlier review of the rate should the amount prove insufficient to maintain the road to an adequate standard.
  - Payment: the user will calculate and pay the amount to the Shire in advance at intervals of no less than quarterly. The first payment will be non refundable in its entirety.

- Adjustments: the user will provide a report to the Shire after each year of haulage showing the total tonnes and kilometres, supported by documentary evidence (eg: reports to Main Roads, rail/port statistics), against which under/over adjustments will be made in the following invoice.
  - Community Benefit: Council and community believe in principle that mining activities should return a direct benefit to local communities. The Agreement will therefore state how the user will contribute to the Shire's community programs and/or community infrastructure for the long term benefit of residents of the Shire.
7. Where relevant the Shire may convene, or request the user to convene, user group/s for the purpose of establishing forward works programs on the affected roads and to identify and address safety issues.
  8. The costs of administering road use agreements will be apportioned to the cost of maintaining the road; and the Shire executive may elect to engage external professional services to administer the agreements.

## **COMMENT**

In 2013, Mark Bondietti (MSc Eng CPEng), Policy Manager Transport and Roads of WALGA calculated a rate of 1.62 cents per tonne per kilometre using tools developed by Austroads to assess the cost of wear and tear that RAV traffic will cause on rural/regional roads.

## **A.10 ASSESSMENT OF CA07 APPLICATIONS (RESTRICTED ACCESS VEHICLES) ON SHIRE ROADS**

### **Introduction**

Main Roads WA issues road network use permits for RAV (restricted access vehicles). Where the road network includes Shire road/s, a local government can impose a condition, called a CA07 condition, for RAVs that requires the operator to carry written approval from the LG authority permitting use of the road.

### **Objective**

This policy is intended to provide guidance as to:

- Placement of CA07 condition for RAV access on Shire roads
- The method of application
- Which applications the CEO can determine, and which must be submitted to Council for determination.

### **Policy Statement**

The Shire maintains its road network

1. The CEO of the Shire is authorised to apply CA07 conditions on Shire roads where deemed necessary to manage RAV access in order to preserve the condition of the road and avert financial losses through heavy vehicle damage.
2. Where a CA07 condition exists, RAV operators must complete and lodge a written application on the Shire's CA07 application form and pay the CA07 processing fee. Operators must provide all information detailed on the form, and additional information where requested.
3. The CEO of the Shire of Cue is authorised to determine the outcome of applications where the total tonnage is 200,000 per annum or less.
  - (i) Where the CEO declines an application, the applicant has the right to lodge a written appeal which will be presented to Council for consideration.

4. For applications exceeding 200,000 tonne per annum, the application must be submitted to Council for consideration and must contain a full proposal from the operator including, but not limited to:
    - Vehicle movements
    - Operational controls
    - Contribution to road maintenance
    - Capital investment
    - Asset replacement
    - Consultation with other stakeholders
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## **B.1 SECOND HAND DWELLINGS**

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### **RELOCATED DWELLINGS (SECOND HAND DWELLINGS)**

Application for Planning Approval under the Scheme shall be a prerequisite to a building licence for relocated dwellings. The application is to be accompanied by plans, photographs of each elevation, and a report of the condition of the dwelling to be relocated.

When considering applications for planning approval, particular attention will be paid to the impact of relocating a dwelling on the residential amenity of the area, and the extent to which similar housing exists. This emphasis is in addition to all other matters the Shire is to consider.

The Shire may refuse to approve the transportation of a relocated second hand dwelling if, in its opinion, the proposed building would have an adverse effect on the amenity of the locality. The Shire shall have regard to, but not limited to, the following:

1. The external appearance of the second hand dwelling and any associated structures and landscaping;
2. The design of all elevations of the second hand dwelling where applicable, particularly those visible from a public road;
3. The dimensions and proportions of the second hand dwelling;
4. The use of compatible building and landscape materials, taking into consideration tone, texture, scale, shape and color;
5. The effect on existing buildings on nearby properties and on the occupants of those buildings;
6. The environment resulting from the second hand dwelling itself and the effect of that environment on the occupants of the building and the Shire's intentions for the development of the surrounding locality.
7. The effect of the building on existing and future services and community facilities. In particular, drainage, sewerage, water reticulation and existing or proposed community facilities such as schools, parks, civic buildings and pedestrian links;
8. The effect on the landscape and environment generally; and
9. Any other matter which, in the opinion of the Shire, is relevant to the amenity of the locality.

### **Removal of Asbestos**

Removal of asbestos materials from dwellings is to be carried out in compliance with Health (Asbestos) Regulations 1992, by a licensed contractor in accordance with:

- a) Should the dwelling require transport from a location outside of the Shire boundaries all asbestos materials are to be removed from the dwelling before transport is undertaken.
- b) Should the dwelling require transport from a location within the Shire every reasonable effort must be made to remove the asbestos materials from the dwelling before transport is undertaken. If the removal of asbestos materials prior to transport is not possible, permission from the Shire must be obtained prior to transport of the dwelling.

- c) All asbestos materials disposed within the Shire shall be at a Shire authorised disposal facility.

### **Legal Agreement Requiring the Payment of Bonds**

A legal agreement at the cost of the applicant is required to be entered into to ensure that there is a bank guarantee of \$15,000 relating to specific stages of the building project that will need to be subsequently completed, which can then be progressively extinguished when reached, as follows:

#### **Stage One:**

Release \$3,000 if, within 6 months of the date of planning approval being issued:

- a) The dwelling is correctly positioned on site as depicted on the approved plan issued with Shire's planning approval;
- b) The dwelling is correctly stumped or suitably affixed to the ground and the site is filled and/or drained satisfactorily, such that as it is structurally adequate in accordance with the engineer's certification; and
- c) The dwelling is up to lock up stage (all external windows, doors and fittings / fixtures installed / repaired).

#### **Stage Two:**

Release \$3,000 if, within 8 months of the date of planning approval being issued:

- a) All gutters, fascia and downpipe work is completed to the satisfaction of the Shire;
- b) All roof end / roofing work is completed (flashings on ridge and gable ends installed); and
- c) All external surfaces are painted or re-clad to a tradesman-like standard in accordance with the painting and building approvals (including wall, doors, windows).

#### **Stage Three:**

Release \$6,000 if, within 10 months of the planning approval being issued:

- a) Compliance with planning conditions has taken place;
- b) Approved effluent disposal system has been installed. System has been inspected by Council's Health Officer and a permit to use has been issued;
- c) Completion and certification of all electrical work;
- d) Completion and certification of all plumbing work;
- e) All wet area tiling completed in accordance with the Building Code of Australia;
- f) Kitchen fit-out completed (cupboards / benches and stove / hotplate installed, etc); and
- g) Building has reached practical completion stage.

#### **Stage Four:**

Release \$3,000 if, within 12 months of the planning approval being issued:

- a) Landscaping is planted and established to an officer of the Shire's satisfaction.
- b) Landscaping has measures in place to ensure its maintenance to an officer of the Shire's satisfaction.

### **Compliance with Planning Conditions**

Shire officers shall ensure that the progress and maintenance of all conditions imposed on any approval for the relocation of a second hand dwelling are fully advanced, and in accord with the intent of the Policy.

The relocated dwelling shall be completed to the satisfaction of the Shire within twelve (12) months of the date of planning approval.

The Shire will include the following conditions, when appropriate, in planning approvals for relocated dwellings:

- a) The removal of asbestos materials from dwelling in compliance with Health (Asbestos) Regulations 1992.
- b) Certification by suitably qualified persons shall be submitted prior to the issue of a building licence, to confirm that the dwelling is structurally suitable for transportation.
- c) Electrical wiring (including installation of hard-wired smoke alarms), plumbing modifications, and insulation to external walls and roof spaces, shall be installed before re-cladding dwellings with new material.
- d) The external surfaces of the dwelling shall be painted to the Shire's satisfaction or re-clad in materials approved by the Shire.
- e) The relocated dwelling shall be completed to the satisfaction of the Shire within twelve months of the date of planning approval.
- f) A legal agreement at the cost of the applicant is prepared to have a bank guarantee of \$15,000 provided to the Shire. The amount of the bank guarantee to be refunded progressively extinguished when specified stages of the building project are reached.

The Shire shall ensure that the progress and maintenance of all landscaping requirements associated with the Approval are fully advanced, and in accord with the intent of the Policy.

As a condition of considering an application for a relocated dwelling the Shire's Building Surveyor will inspect the building in its current location prior to a report being considered by the Shire

## **B.2 VALUATIONS OF PROPERTY**

The Chief Executive Officer is authorised to obtain from the Valuer General's Office or a sworn valuer duly appointed by notice in the Government Gazette, the value of any land or property being the subject of a report or submission to the Council involving negotiations for the purchase or sale thereof for municipal purposes

## **B.3 SUFFICIENT FENCING**

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### **Purpose**

The purpose of this policy is to ensure that definitions exist for the provision of sufficient fences within the Shire

### **Policy**

#### ***SPECIFICATIONS FOR A SUFFICIENT FENCE ON A RESIDENTIAL LOT WITHIN THE TOWNSITES OF CUE***

Each of the following is a “sufficient fence” on a residential lot—

- (A) A fully enclosed timber fence built to manufacturer’s specifications or in accordance with established construction techniques, the height of the fence to be 1800 mm except with respect to the front setback area for which there is no minimum height but which shall be no higher than 1200mm, unless approved by the Shire.
- (B) A fence constructed of corrugated fibre reinforced pressed cement or steel sheeting erected to manufacturer’s specifications or which satisfies the following specifications—
  - (a) a minimum in-ground length of 25 per cent of the total length of the sheet, but in any case shall have a minimum in-ground depth of 600 mm;
  - (b) the total height and depth of the fence to consist of a single continuous fibre reinforced cement or steel sheet;
  - (c) the sheets to be lapped and capped with extruded “snap-fit” type capping in accordance with the manufacturers written instructions;  
and
  - (d) the height of the fence to be 1800 mm except with respect to the front set back area for which there is no minimum height but which shall be no higher than 1200mm, unless approved by the Shire
- (C) A fence constructed of brick, stone or concrete, which satisfies the following specifications—
  - (a) footings of a kind appropriate to the soil type;
  - (b) fences to be offset a minimum of 200 mm at maximum 3000 mm centres or 225 mm x 100 mm engaged piers to be provided at maximum 3000mm centres;
  - (c) expansion joints in accordance with the manufacturer’s written instructions; and
  - (d) the height of the fence to be 1800 mm except with respect to the front set back area for which there is no minimum height but which shall be no higher than 1200mm, unless approved by the Shire.
- (D) A composite fence having a minimum overall height of 1800 mm except with respect to the front set back area for which there is no minimum height but

- which is subject to clause 3.1, which satisfies the following specifications for the brick construction—
- (1)
    - (a) brick piers of minimum 345 mm x 345 mm at 1800 mm centres bonded to a minimum height base wall of 514 mm;
    - (b) each pier shall be reinforced with one R10 galvanised starting rod 1500 mm high with a 250 mm horizontal leg bedded into a 500 mm x 200 mm concrete footing and set 65 mm above the base of the footing. The top of the footing shall be 1 course (85 mm) below ground level;
    - (c) the minimum ultimate strength of brickwork shall be 20 mpa. Mortar shall be a mix of 1 part cement, 1 part lime and 6 parts sand;
    - (d) the ground under the footings is to be compacted to 6 blows per 300 mm and checked with a standard falling weight penetrometer; and
    - (e) control joints in brickwork shall be provided with double piers at a maximum of 6 metre centres; or
  - (2)
    - (a) brick piers of a minimum 345 mm x 345 mm x 2700 mm centres bonded to the base; and
    - (b) each pier shall be reinforced with two R10 galvanised starting rods as previously specified.
  - (E) A galvanised link mesh wire constructed of 50 mm mesh 2.5 mm galvanised iron wire, to be strained, neatly secured and laced to the posts and affixed to cables.

***SPECIFICATIONS FOR A SUFFICIENT FENCE ON A COMMERCIAL OR INDUSTRIAL LOT WITHIN THE TOWNSITES OF CUE***

Each of the following is a “sufficient fence” on a commercial lot and an industrial lot—

- (A) A fence constructed of galvanised or PVC coated rail-less link mesh, chain mesh or steel mesh which satisfies the following specifications—
  - (a) corner posts to be minimum 50 mm nominal bore x 3.5 mm and with footings of a 225 mm diameter x 900 mm;
  - (b) intermediate posts to be minimum 37 mm nominal bore x 3.15 mm at maximum 3.5 metre centres and with footings of a 225 mm diameter x 600 mm;
  - (c) struts to be minimum 30 mm nominal bore x 3.15 mm fitted at each gate and two at each corner post and with footings 225 mm x 600 mm;
  - (d) cables to be affixed to the top, centre and bottom of all posts and to consist of two or more 3.15 mm wires twisted together or single 4 mm wire;
  - (e) rail-less link, chain or steel mesh is to be to a height of 2000 mm on top of which are to be three strands of barbed wire carrying the fence to a height of 2400 mm.
  - (f) galvanised link mesh wire to be 2000 mm in height and constructed of



50 mm mesh 2.5 mm galvanised iron wire and to be strained, neatly secured and laced to the posts and affixed to cables. Vehicle entry gates shall provide an opening of not less than 3.6 metres and shall be constructed of 25 mm tubular framework with one horizontal and one vertical stay constructed of 20 mm piping and shall be covered with 50 mm x 2.5 mm galvanised link mesh strained to framework. Gates shall be fixed with a drop bolt and locking attachment.

- (B) A fence of fibre reinforced cement sheet or steel sheeting constructed to the minimum specifications referred to in category (B) of the residential standards above.
- (C) A fence constructed of aluminium sheeting when supported on posts and rails provided that it is used behind a building line and is of a minimum height of 1800 mm but no greater than 2400 mm.
- (D) Fences of timber, brick, stone or concrete constructed to the minimum specifications referred to in of the residential standards above.

**SPECIFICATIONS FOR A SUFFICIENT FENCE ON A RURAL, MINING OR RECREATIONAL LOT**

- (A) In the case of a non-electrified fence, a sufficient fence on a rural lot, mining or a recreational lot is a fence of posts and wire construction, the minimum specifications for which are—
  - (a) wire shall be high tensile wire and not less than 2.5 mm. A minimum of five wires shall be used, generally with the lower wires spaced closer together than the higher wires so as to prevent smaller stock passing through, and connected to posts in all cases.
  - (b) posts shall be of indigenous timber or other suitable material including—
    - (i) timber impregnated with a termite and fungicidal preservative;
    - (ii) standard iron star pickets; or
    - (iii) concrete;
  - (c) if timber posts are used, posts are to be cut not less than 1800 mm long x 50 mm diameter at small end if round or 125 mm x 60 mm if split or sawn. Posts to be placed at not more than 10 metre intervals, set minimum 600 mm in the ground and 1200 mm above the ground; and
  - (d) strainer posts, if timber, shall be not less than 2250 mm long and 150 mm diameter at the small end (tubular steel to be 50 mm in diameter) and shall be cut from indigenous timber or other suitable material. These shall be placed a minimum of 1000 mm in the ground and set at all corners, gateways and fence line angles but not exceeding 200 metres apart.
- (B) An electrified fence having four wires only is a sufficient fence if constructed generally in accordance with (a).

## **B.4 TEMPORARY ACCOMMODATION WHILE BUILDING A DWELLING**

### **OBJECTIVES**

To enable the Shire to give approval for residence on a lot provided it can be demonstrated that basic health requirements are met and a defined time limit is in place.

### **POLICY**

The only form of temporary accommodation to be approved shall be within a caravan in accordance with the Caravan Parks and Camping Grounds Regulations 1997 for a period of up to 12 months. Any subsequent extension requires Ministerial approval under the Regulations.

Temporary accommodation may be approved by the Shire, under the Caravan Parks & Camping Grounds Regulations 1999, Section 11(2)(c), subject to conditions.

Conditions:

Temporary accommodation applications will only be considered where the following criteria have been met-

- The application is made in writing addressed to the CEO;
- Applicants demonstrate that they own or have a legal right to occupy the land.
- When a building permit for a permanent dwelling has been issued, and all fees relating to the same have been paid;
- When the applicant submits a letter from a lending institution, or other evidence, demonstrating that finance or funds are available for the construction of the dwelling;
- Where reticulated water supply is available that it is connected to the lot, (If reticulated water is not available a supply of sufficient quantity for drinking, washing and fire fighting purposes will be determined at the total discretion of the CEO);
- The Applicant can demonstrate that a caravan or campervan is available for temporary accommodation on the lot; and
- Toilet, shower and laundry facilities connected to an approved effluent disposal system are located on the lot and are available for use.

The use of the temporary accommodation is not to be commenced until all facilities are inspected and approved by an Environmental Health Officer.

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## C.1 MINING WITHIN THE TOWN BOUNDARY

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### 1. Cue Townsite

- 1.1 The shire generally opposes the granting of any mining lease or license that may affect;
  - a) The satisfactory continuation of existing urban uses within and adjacent to the existing townsite; and
  - b) The planned use of the land in the vicinity of the townsite.
  - c) The Council may by decision permit limited mining activities within Cue townsite but only under conditions that will be determined at the time by the Council.
  
- 1.2 The Council may approve mining activities close to but external from the Cue townsite and such conditional approval may include but will not be limited to landscaping, dust/noise suppression measures, and any other provisions considered by the Council to be necessary to protect and preserve the amenity of the existing nearby uses especially residential uses.

### 2. Other Town sites

- 2.1 Other town sites which are now vacant and to which the shire has an interest, are identified as the town sites of Austin, Cuddingwarra, Mainland, Reedy, Tuckanarra, Big Bell, Day Dawn, Pinnacles.
  
- 2.2 The Council is prepared to allow mining under these town sites but only on the proviso that there is no disturbance to the natural surface of the townsite by way of waste rock emplacement or tailings storage facilities.

## C.2 LOCATION OF MINING CAMPS

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The Shire of Cue supports the establishment of permanent mining or drilling accommodation camps within the Shire.

## C.3 OUTBUILDINGS

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### **Definitions**

**“Carport”** means an outbuilding detached from and / or not included under the main roof of the residence with a maximum of one side being enclosed. Carports that are included under the main roof of the residence are not subject to this policy;

**“Chief Executive Officer”** means the Chief Executive Officer appointed by the Council of the Shire and includes an officer acting in that position;

**“Combined Floor Area of Outbuildings”** for the purpose of this policy is the total floor area of all of the outbuildings located on the subject land;

**“Combined Roof Area of Outbuildings”** for the purpose of this policy is the total roof area of all outbuildings located on the subject land;

**“Commission”** means the Western Australian Planning Commission as per the Planning and Development Act 2005;

**“Garage”** for the purpose of this policy is an enclosed outbuilding detached from and/or not included under the main roof of the residence. Garages that are included under the main roof of the residence are not subject to this policy;

**“Garden Shed”** means a prefabricated steel structure with a maximum floor area of 10m<sup>2</sup>, a maximum wall height of 1.8m and a maximum ridge height of 2.1m;

**“Outbuilding”** means a structure used for the housing / storage of machinery or household items which may be provided with power and water and incorporates such structures as sheds and barns. An outbuilding also means a Class 10A building as defined by the Building Code of Australia, which class 10 refers to a “non-habitable” building;

**“Ridge Height”** means the maximum vertical distance between the natural ground level and the finished roof height directly above;

**“Shed”** means, for the purposes of the Scheme, a structure with a floor area of greater than 12.25m<sup>2</sup> used for the housing / storage of machinery or household items which may be provided with power and water but does not have any ablution facilities and does not include garden sheds and carports. A shed also means a Class 10A building as defined by the Building Code of Australia, which class refers to a “non-habitable” building;

**“Shire”** means the Shire of Cue;

**“Structure”** means any construction built on land which could include, but is not limited to, sea containers, outbuildings, dwellings, stables, sand arenas, additions to existing buildings, relocatable second hand dwellings etc;

**“Unauthorised Development”** means any development which would normally require planning approval but has been undertaken without first seeking Council approval.

### **“Location”**

Within the “Residential” zone, outbuildings other than a carport or garage will not be permitted in the area between the house and the front boundary of the property.

### **Setback Requirements**

Outbuildings shall be subject to the appropriate setback requirements to the external face of a wall of the outbuilding, as outlined in Table 1.

Table 1 - Minimum Setbacks to Outbuildings

<b>Zone</b>	<b>Setback From</b>	<b>Minimum Distance</b>
Residential	Front Boundary Side/Rear Boundaries	As per RDC, refer to Location and Parapet Walls in Residential Zone

### **Parapet Walls in Residential Zone**

Parapet walls can be supported for outbuildings constructed on the side or rear property boundary only:

- (a) On land with a residential density code of “R10” or higher;
- (b) When the written support of the owner(s) of the adjacent property on whose boundary the parapet is to be placed has been obtained;
- (c) A maximum length of 9m and height of 3m from natural ground level; and
- (d) In accordance with the Performance Criteria of the Residential Design Codes for Boundary Walls.

Parapet walls are to be designed to the satisfaction of the Chief Executive Officer or delegated officer.

### **Cladding Materials**

#### **Use of Non-Painted Steel Cladding**

For all outbuildings in the “Residential” zone, non-painted custom-orb or similar cladding will only be supported where the Shire’s officers are satisfied that reflection will not cause undue impact to neighbouring properties or passing road traffic.

#### **Use and Colour of Factory Applied Painted Steel Wall and Roof Cladding**

The Shire will support the use of factory applied painted steel wall and roof cladding in a colour that is sympathetic to the surroundings and colour scheme of the residence.

#### **Use of Masonry Construction**

Where masonry construction is to be employed, the wall and roof colour and appearance of any outbuilding should be complementary to the design and construction of the residence.

#### **Use of Second Hand Materials**

The use of second hand materials will only be approved where all materials have been inspected and deemed appropriate by the Chief Executive Officer or their delegate, prior to construction and an application being approved. The materials are to have an “as new” appearance. The applicant is to comply with any conditions placed upon the use of the materials as outlined in the approval within 30 days of construction commencing.

## **Permissible Outbuildings**

The Shire will permit up to two (2) outbuildings on a lot, the combined area of which must comply with the following. Table 2 outlines the maximum total floor area allowable under this policy in the Residential zone.

Table 2 - Maximum Floor Areas

<b>Zone</b>	<b>Maximum Floor Area (combined)</b>
Residential	8% of the lot area

The maximum wall height from natural ground level for outbuildings shall be as outlined in Table 3.

Table 3 - Maximum Wall Heights

<b>Zone</b>	<b>Wall Height</b>	<b>Ridge Height</b>
Residential	3.0m	4.0m

## **Construction Restrictions**

### Construction of Outbuildings on Land Without a Constructed Dwelling

The construction of an outbuilding of greater than 40m<sup>2</sup> on vacant land within the “Residential” zone under this Policy will not be permitted without an application for a building permit for a residence having been received and approved by the Shire.

Construction of the dwelling for which a building licence has been received and approved by the Shire must commence within twelve (12) months and be completed and occupied within two (2) years of the date of issue of a building permit for an outbuilding.

Construction of an outbuilding in a “Residential” zone may be permitted under this Policy if the subject vacant land adjoins land, which consists of a dwelling and is owned by the applicant. Amalgamation of the lots may be required by the Shire.

### Accommodation in Outbuildings

Outbuildings shall not be approved for permanent occupation, tourist accommodation or commercial purposes with the exception of a home based business or cottage industry or other use(s) as approved by the Shire via a planning consent application or an amendment to the Scheme.

### Temporary Accommodation in Outbuildings Whilst Constructing a Dwelling

Outbuildings will not be approved by the Shire’s Environmental Health Officer for temporary accommodation. Council’s policy for temporary accommodation shall be adhered to in relation to persons residing on lots without an approved dwelling.

Upon completion and occupation of a dwelling, any outbuilding previously modified as part of an approval for temporary accommodation must be converted to a class 10A building as defined in the Building Code of Australia. Further, the Shire may request the removal of any installed facilities within such an outbuilding.

## **Carports, Garages, Garden Sheds and Sea Containers**

### **Carports and Garages**

Carports and garages not incorporated under the main roof of the residence are subject to the relevant requirements outlined in this Policy. Where a carport or garage is to be constructed in front or to the side of the residence, the carport structure is to reflect the materials and design of the residence in terms of roof pitch, colour and type of column. Front setbacks for carports and garages will be assessed in accordance with the requirements of Clause 6.2.3 of the RDC and the provisions of this Policy.

Carports and garages that are incorporated under the main roof of the residence are not subject to this policy and will be assessed under the relevant requirements relating to the dwelling contained in the RDC.

### **Garden Sheds**

No planning approval is required for one (1) prefabricated garden shed of or less than 10m<sup>2</sup> in floor area with a wall height of or less than 1.8m and a ridge height of or less than 2.1m per residential lot. Garden sheds must comply with the setback requirements with respect to the RDC and this policy.

### **Sea Containers**

The location of sea containers within the townsite is regarded as development and will require separate Planning Approval unless compliant with this policy.

One sea container (12m in length or less) may be located on a property in the townsite subject to the following conditions:

- (a) That the container shall be located to the rear of any dwelling, existing or proposed, and shall be positioned so as to, as far as practicable, not be visible from the street;
  - (b) That the applicant obtain a Building Permit for a sea container in accordance with the requirements of the Building Act 2011 and the Building Regulations 2012;
  - (c) That the container be located within normal building setbacks;
  - (d) The container may be fitted with windows and doors and shall be able to be opened from the inside to ensure safety of users;
  - (e) That the container may be used as an outbuilding but not for ancillary accommodation;
  - (f) That the container shall not to be located over septic tanks and/or leach drains; and,
  - (g) As an outbuilding, the sea container must comply in all respects with the requirements of this policy.
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### D.1 DEBT RECOVERY

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#### 1. OBJECTIVE

The purpose of this policy is to provide guidance to Council in determining efficient, effective and economical procedures for debt collection.

This is achieved through manageable and efficient control over overdue accounts by closely monitoring aged accounts in an attempt to reduce the likely occurrence of unrecoverable debts and to ensure consistency for all debt collection activities.

#### 2. PRINCIPLES

Council will exercise its debt recovery powers, as outlined in Part 6 of the *Local Government Act 1995*, in order to reduce the overall debt burden on ratepayers. It will be guided by the principles of:

- Providing the Shire of Cue with a more effective method of collection of outstanding debtors;
- Ensuring that debt collection procedures are carried out in a fair and equitable manner;
- Making the processes used to recover outstanding debt clear, simple to administer and cost effective;
- Transparency by making clear the obligations of its ratepayers and sundry debtors to the processes used by Council in ensuring that they meet their financial obligations;
- Equity by having regard to providing the same treatment for ratepayers and sundry debtors with similar circumstances;
- Flexibility by responding where necessary to changes in the local economy;
- Ensuring the Shire of Cue is compliant with all regulatory obligations; and
- Promoting effective governance and definition of roles and responsibilities.

#### 2.1 Recovery of Sundry Debtor Accounts

The Shire of Cue's credit terms are as stated on the issued tax invoice. The recovery of outstanding sundry debtor accounts will be collected in a fair and timely manner.

- Where payment is not received within forty (40) days from the date of the initial invoice, a Final Notice shall be issued requesting full payment within seven (7) days unless the debtor has agreed to enter into a special repayment arrangement.
- Where amounts remain outstanding sixty (60) days from the date of the initial invoice, recovery action will commence based upon a risk management approach as determined by the value and type of debt including referral to a debt collection agency.

Where payment is not received within forty (40) days from the date of the initial invoice, interest will be applied on money that remains outstanding. Interest is calculated on the number of days from the due date of payment until the day the payment is received by the Shire of Cue.

Interest (percentage) charged on sundry debtors is the percentage as adopted at the annual budget meeting in accordance with section 6.13(1) of the *Local Government Act 1995*. The rate authorised under section 6.13(1) of the *Local Government Act 1995* is not to exceed the



maximum rate of interest as prescribed within regulation 19A of *the Local Government (Financial Management) Regulations 1996*.

## **2.2 Recovery of Rate Arrears**

The recovery of outstanding rates will be collected in a fair and timely manner. Rate notices are due for payment 35 days from date of issue in accordance with the Local Government Act 1995.

Interest is calculated on the number of days from the due date of payment until the day the payment is received by the Shire of Cue. This includes overdue amounts where the debtor has elected to pay by an instalment option.

### Accounts unpaid by the due date shown on the Rate Notice

Where accounts remain outstanding ten (10) days after the due date shown on the Rate Notice, a Final Notice shall be issued requesting full payment within fourteen (14) days unless the debtor has entered into a repayment arrangement which has been agreed upon by both parties.

Final Notices are not to be issued to eligible persons registered to receive a pensioner or senior rebate under the *Rates and Charges (Rebates and Deferments) Act 1992*, as such persons have until 30 June of the current financial year to make payment, without incurring any penalty interest. Final notices will, however, be issued to registered pensioners or seniors where there are unpaid charges which are not subject to a rebate or deferment e.g. rubbish collection charges.

### Accounts after the expiry date shown on the Final Notice

Where amounts remain outstanding ten (10) days after the expiry date shown on the Final notice, recovery action will commence and may include such action as referral to a Council's debt collection agency.

### Seizure of Rent for Non Payment of Rates

Where the property owner of a leased or rented property on which rates and service charges are outstanding cannot be located or refuses to settle rates and service charges owed, a notice may be served on the lessee or tenant under the provisions of Section 6.60 of the *Local Government Act 1995* whereby requiring the lessee or tenant to pay to the Shire the rent due that they would otherwise pay under the lease/tenancy agreement as it becomes due, until the amount in arrears has been paid.

### Lodging a Caveat on the Title for Land

If rates and service charges which are due to Council in respect of any rateable land have been unpaid a caveat may be registered on the title for the land, under the provisions of Section 6.64 (3) of the *Local Government Act 1995*.

### Options to recover rates debt where rates are in arrears for in excess of three (3) years.

### Sale of Land

If rates and service charges which are due to Council in respect of any rateable land have been unpaid for at least three (3) years, Council may take possession of the land under the provisions of Section 6.64 of the *Local Government Act 1995*. The approval of Council is required to be obtained before this course of action is undertaken.

## **2.3 Bad Debts – Sundry Debtors**

Where a sundry debtor has accounts unpaid for a period exceeding four months (120 days) and

- i) The debtor has provided documentary evidence of having filed for Bankruptcy/ Insolvency; or
- ii) The debtor has moved and all reasonable attempts to locate the debtor have been unsuccessful;

Council Officers shall prepare a report for the CEO listing the name of the debtor, the description of the debt, the amount outstanding, the period overdue and a reason for write off. Bad debts will be recognised when the sundry debt is seen to be no longer commercially collectable.

## **D.2 DONATIONS AND GRANTS**

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- D.2.1* The Council decides requests for donations and grants that are not provided for in the budget with a preference generally to those of a local nature or significance.
- D2.2* The CEO has discretion to make donations in accordance within the budget allocation made for the CEO.

## **D.3 INVESTMENT POLICY**

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### **POLICY OBJECTIVE**

To provide guidelines with respect to the investment of surplus funds which ensure that returns on funds invested are maximised within levels of acceptable risk.

### **POLICY STATEMENT**

#### **1. Investment Objectives**

- To take a conservative approach to investments, but with a focus to add value through prudent investment of funds.
- To achieve a high level of security for the overall portfolio by using recognised rating criteria.
- To maintain an adequate level of diversification as detailed in Section 6D of this policy.
- To have ready access to funds for day to day requirements, without penalty.

#### **2. Statutory Compliance**

All investments are to be made in accordance with:

- Local Government Act 1995 - Section 6.14
- The Trustees Act 1962 – Part III Investments as amended by the Trustees Amendment Act 1997.

#### **3. Approved Institutions**

Investments shall be made with institutions which meet this policy's guidelines on diversification and credit risk.

#### **4. Authorised Investments**

Authorised Investments shall include but not necessarily be limited to:

- Fixed and floating rate interest bearing deposits / securities issued by Authorised. Deposit taking Institutions (ADIs) as authorised by the Australian Prudential and Regulatory Authority (APRA), including Fixed and Floating Rate securities;
- State / Commonwealth Government Bonds;

- Specific securities approved by Council.

## 5. Risk Profile

When exercising the power of investment the following are to be given consideration:

- The purpose of the investment, and its needs together with the circumstances.
- The nature of and the risk associated with the different investments.
- The need to maintain the real value of capital and income.
- The risk of capital loss or income loss.
- The likely income return and the timing of that return.
- The liquidity and the marketability of the proposed investment during, and at the determination of the term of, the proposed investment.
- The aggregate value of the investment.
- The likelihood of inflation affecting the value of the proposed investment.
- The costs (including commissions, fees, charges and duties payable) of making the proposed investment.

## 6. Investment Guidelines

Council's investments must at all times be maintained within the investment parameters detailed in this policy, specifically those stated in Sections 4, 5 and 6 (A), 6 (B), 6 (C), and 6 (D). Reporting arrangements to confirm compliance are required on a monthly basis.

### A. Council's Direct Investments

Not less than three (3) quotations shall be obtained from authorised institutions. The best quote on the day will be successful after allowing for administrative and banking costs, as well as having regard to the limits set above.

**B.** Investments placed by the Council must be appropriately documented at the time of placement.

**C.** A maximum term to maturity for all individual investments of one (1) year will apply.

### D. General Policy Guidelines

#### (i) Diversification/Credit risk

The amount invested with any one financial institution or managed fund should not exceed the following percentages of average annual funds invested. When placing investments, consideration should be given to the relationship between credit rating and interest rate.

Long Term Rating (Standard & Poors)	Short Term Rating (Standard & Poors)	Maximum of total portfolio
AAA to AA-	A1+	100%
A+ to A-	A1	75%
BBB+ to BBB-	A2	50%

#### (ii) Credit Ratings

If any of the funds / securities are down graded such that they no longer fall within the Council's investment policy guidelines, they will be divested as soon as is practicable.

The short term (0-365 days) rating (as defined by Standard and Poors Australian Ratings) is:

- A1+ Extremely strong degree of safety regarding timely payment
- A1 A strong degree of safety for timely payment
- A2 A satisfactory capacity for timely payment

The long term rating is:

AAA	An extremely strong capacity to repay.
AA+ to AA-A	A very strong capacity to repay.
A+ to AA	Strong capacity to repay.
BBB+ to BBB-	An adequate capacity to repay.

#### **E. Community Benefit Factor**

When comparing investment products, preference will be given to institutions that provide a higher level of benefit to the local community. If investment products offer the same rate of investment then the institution that provides the greater benefit to the Cue Community shall be awarded the investment.

The level of community benefit provided by institutions will be assessed during the review of this policy.

#### **7. Reporting**

- Documentary evidence must be held for each investment and details thereof maintained in an Investment Register.
- Certificates must be obtained from the financial institutions confirming the amounts of investments held on the Council's behalf as at 30 June each year and reconciled to the Investment Register.
- A monthly report shall be submitted to Council with details of the investment portfolio.

#### **D.4 INKIND WORKS**

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The Chief Executive Officer is authorised to approve free of charge minor in-kind works for community groups, clubs and volunteer organisations within the Shire of Cue.

#### **D.5 SEVERANCE PAY**

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##### **Policy Objective:**

Section 5.50(1) of the *Local Government Act 1995* requires local governments to prepare a policy in relation to employees whose employment is finishing. This policy is to set out the circumstances and manner of assessment in which the Shire of Cue will pay an employee an amount that is in addition to any amount to which the employee would normally be entitled.

## **Policy:**

### **1. Application**

This policy applies to all employees of the Shire of Cue

Decisions under this policy are to be made –

- (a) By the Council – where the decision involves a payment to the CEO; and
- (b) By the CEO – where the decision involves a payment to any other employee of the Shire of Cue.

### **2. Circumstances for payment**

The Shire of Cue may make a payment in the following circumstances-

- (a) Redundancy- “Redundant” will be taken to mean that the duties of a position will no longer be performed by an employee of the Shire of Cue;
- (b) Shire of Cue boundary changes and amalgamations; and
- (c) to settle such other termination matters (that do not relate to an employee being made redundant) in accordance with clause 4.

### **3. Exclusions**

3.1 A payment will not be made to an employee who-

- (a) is redeployed within the Shire of Cue ;
- (b) accepts employment with a successful tenderer;

## **D.6 EXCEPTIONAL CIRCUMSTANCES- PASTORAL PROPERTIES**

Rates for pastoral properties will be discounted on the rates levied due to exceptional circumstances as follows:

- 40% discount in the year that exceptional circumstances are recognised.
- 20% discount for the first year after exceptional circumstances have been lifted
- 20% discount for the second year after exceptional circumstances have been lifted

No discount will apply after the second year after the exceptional circumstances are no longer applicable.

## **D.7 BANK ACCOUNT SIGNING AUTHORITY**

In accordance with Sections 5.42 and 5.44 of the Local Government Act 1995 and Local Government (Financial Management) Regulations 12 and 13, Council delegates authority to the Chief Executive Officer to make payments from the Shire of Cue Municipal or Trust Fund

### **Cheque Payments:**

The signing authority for cheques drawn on the Municipal Fund is the Chief Executive Officer to sign conjointly with one of the shire councillors (list B). In the event the CEO is unavailable to sign cheques then the Shire President and the Senior Finance Officer are authorised to sign conjointly (list C).

Specimen signatures are held on file by the Commonwealth Bank under the following positions and must be updated as any changes to position occur.

**List -A**  
Chief Executive Officer

**List- C**  
Shire President  
Senior Finance Officer

**List -B**  
Shire President  
Deputy President  
Councillor  
Councillor  
Councillor  
Councillor  
Councillor

#### EFT Payments:

EFT processing must be authorised by two people electronically as follows:

Following approval for payment of creditors and payroll by the CEO, the Finance Officer is to enter the bank transfer details into Commbiz, check the details and authorise the payment. Then the Chief Executive Officer or other authorised officer is to log on to Commbiz re-check all payment details and enter the final authorisation to allow distribution of the EFT funds.

Commbiz (the online business system provided by the Commonwealth Bank of Australia) has been set up so that all payments necessitate two authorisations to be entered before any money is released.

## **D.8 CAPITALISATION THRESHOLD FOR ASSETS**

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The Chief Executive Officer will capitalise asset purchases of \$5,000 and over and manage attractive assets less than the threshold on an off-balance record and review all assets on an annual basis as June 30<sup>th</sup>.

## **D.9 PURCHASING POLICY**

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### **1. POLICY**

The Shire of Cue is committed to delivering best practice in the purchasing of goods, services and works that align with the principles of transparency, probity and good governance. Procurement processes and practices to be complied with are defined within this Policy.

### **2. OBJECTIVES**

- To provide compliance with the *Local Government Act, 1995* and the *Local Government (Functions and General) Regulations, 1996*.
- To ensure compliance / complimentary approach to Council Policy D15 (Regional Price Preference).
- To deliver a best practice approach and procedures to internal purchasing for the Local Government.
- To ensure consistency for all purchasing activities that integrates within all the Local Government operational areas.

### **3. REQUIREMENT FOR A PURCHASING POLICY**

The Local Government is committed to setting up efficient, effective, economical and sustainable procedures in all purchasing activities. This policy:

- Provides the Local Government with an effective way of purchasing goods and services.
- Ensures that purchasing transactions are carried out in a fair and equitable manner.

- Maintains integrity and confidence in the purchasing system.
- Ensures that the Local Government receives value for money in its purchasing.
- Ensures the Local Government is compliant with all regulatory obligations.
- Promotes effective governance and definition of roles and responsibilities.
- Engenders respect from the public and industry for the Local Government's purchasing practices that withstands probity.

#### **4. ETHICS & INTEGRITY**

All officers and employees of the Local Government shall observe the highest standards of ethics and integrity in undertaking purchasing activity and act in an honest and professional manner that supports the standing of the Local Government.

The following principles, standards and behaviours shall be observed and enforced through all stages of the purchasing process to ensure the fair and equitable treatment of all parties:

- full accountability shall be taken for all purchasing decisions and the efficient, effective and proper expenditure of public monies based on achieving value for money;
- all purchasing practices shall comply with relevant legislation, regulations, and requirements consistent with the Local Government policies and code of conduct;
- purchasing is to be undertaken on a competitive basis in which all potential suppliers are treated impartially, honestly and consistently;
- all processes, evaluations and decisions shall be transparent, free from bias and documented in accordance with applicable policies and audit requirements;
- any actual or perceived conflicts of interest are to be identified, disclosed and appropriately managed; and
- any information provided to the Local Government by a supplier shall be treated as commercial-in-confidence.

#### **5. VALUE FOR MONEY**

Value for money is an overarching principle governing purchasing that allows the best possible outcome to be achieved for the Local Government. It is important to take into account price, compliance, user requirements, quality standards, sustainability, life cycle costing, and service benchmarks.

An assessment of the best value for money outcome for any purchasing should consider:

- all relevant whole-of-life costs and benefits. Whole of life cycle costs (for goods) and whole of contract life costs (for services) including transaction costs associated with acquisition, delivery, distribution, as well as other costs such as but not limited to holding costs, consumables, deployment, maintenance and disposal;
- the technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality;
- financial viability and capacity to supply without risk of default. (Competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history); and
- a strong element of competition in the allocation of orders or the awarding of contracts. This is achieved by obtaining a sufficient number of competitive quotations wherever practicable.

Where a higher priced conforming offer is recommended, there should be clear and demonstrable benefits over and above lower total priced, conforming offers.





## 6. PURCHASING THRESHOLD

Where the value of procurement (excluding GST) for the value of the contract over the full contract period (including options to extend) is, or is expected to be:-

Amount of Purchase	Policy
Up to \$5,000	Direct purchase from suppliers using purchase order or corporate credit card issued by the Shire.
\$5,001 to \$10,000	Obtaining at least one verbal or written quotation from a suitable supplier.
\$10,001 to \$50,000	Two or more quotes must be obtained. One quote may be verbal but must be recorded on Purchasing Template. Previous quotes less than 6 months old can be utilised as quotations.
\$50,001 to \$100,000	Two or more quotes, in written form, must be obtained. Previous quotes less than 6 months old can be utilised as quotations.
\$100,001 to \$249,999	At least three written quotes to be obtained. CEO to approve (not including dealings with land or buildings, which will be approved by Council). Previous tender prices not more than 6 months old can be utilised as quotations.
\$250,000 and above	Conduct a public tender process or use the WALGA Preferred Supplier List through the E-Quotes system.

- Where it is considered beneficial, tenders may be called in lieu of seeking quotations for purchases under the \$250,000 threshold (excluding GST). If a decision is made to seek public tenders for Contracts of less than \$250,000, a Request for Tender process that entails all the procedures for tendering outlined in this policy shall be followed in full.

### Up to \$10,000

Where the value of procurement of goods or services is up to the value of \$10,000, delegated Officers approved by the CEO may purchase goods and services on the basis of seeking the greatest benefit to the Shire, and where possible seek written or verbal quotations. These quotations should be either provided or recorded. It is recognised that in some instances it may not be practicable or cost effective to seek quotations.

### From \$10,001 to \$50,000

For procurement of goods or services where the value ranges between \$10,001 and \$50,000, at least two written quotations or one written and one verbal quotation are to be obtained. Verbal quotes to be recorded appropriately. Where this is not practical, e.g. due to limited suppliers, it shall be noted through records relating to the process. The CEO must be informed regarding quotes obtained and a recommendation of best value for money be made. The CEO is to approve prior to issuing a Purchase Order.

### **From \$50,001 to \$100,000**

For procurement of goods and services where the value exceeds \$50,001 but is less than \$100,000, two written quotes must be obtained from competitive suppliers. The CEO must be informed regarding quotes obtained and a recommendation of best value for money be made. The CEO is to approve prior to issuing a Purchase Order.

### **From \$100,001 to \$249,999**

For the procurement of goods or services where the value exceeds \$100,001 but is less than \$250,000, at least three written quotes are to be obtained from competitive suppliers. The CEO to approve expenditure in this category before issuing a Purchase Order (not including dealings with land and buildings, which will be approved by Council).

The CEO will demonstrate due diligence seeking quotes and to comply with any record keeping and audit requirements. Record keeping requirements will be maintained in accordance with record keeping policies.

E-Quotes are to be utilised where possible on the proviso that a detailed scope of works or specifications can be drawn up.

**NOTES:** The general principles relating to verbal and written quotations are;

**Verbal and Written Quotations:** - The general principles are (for quotes up to \$100,000):

- Ensure that the requirement / specification is clearly understood by the Local Government employee seeking the verbal quotations.
- Ensure that the requirement is clearly, accurately and consistently communicated to each of the suppliers being invited to quote.
- Read back the details to the Supplier contact person to confirm their accuracy.
- Written notes detailing each verbal quotation must be recorded.

**Written Quotations:** - The general principles are (for quotes over \$100,000):

- An appropriately detailed specification should communicate requirement(s) in a clear, concise and logical fashion.
- The request for written quotation should include as a minimum:
  - Written Specification
  - Price Schedule
  - Invitations to quote should be issued simultaneously to ensure that all parties receive an equal opportunity to respond.
  - Offer to all prospective suppliers at the same time any new information that is likely to change the requirements.
  - Responses should be assessed for compliance, then against the selection criteria, and then value for money and all evaluations documented.
  - Respondents should be advised in writing as soon as possible after the final determination is made and approved.
- Record keeping requirements will be maintained.

## **7. REGULATORY COMPLIANCE**

### **7.1 Tender Exemption**

In the following instances public tenders or quotation procedures are not required (regardless of the value of expenditure):

- An emergency situation as defined by the Local Government Act 1995;
- The purchase is under a contract of WALGA (Preferred Supplier Arrangements), Department of Treasury and Finance (permitted Common Use Arrangements), Regional Council, or another Local Government. If the purchase cost ex GST is \$250,000 or more it must go to Council for their decision.
- The purchase is under auction which has been authorised by Council;
- The contract is for petrol, oil, or other liquid or gas used for internal combustion engines;
- Any of the other exclusions under Regulation 11 of the Functions and General Regulations apply.

### **7.2 Sole Source of Supply (Monopoly Suppliers)**

The procurement of goods and/or services available from only one private sector source of supply, (i.e. manufacturer, supplier or agency) is permitted without the need to call competitive quotations provided that there must genuinely be only one source of supply.

### **7.3 Anti-Avoidance**

The Local Government shall not enter two or more contracts of a similar nature for the purpose of splitting the value of the contracts to take the value of consideration below the level of \$250,000, thereby avoiding the need to publicly tender.

### **7.4 Tender Criteria**

The Local Government shall, before tenders are publicly invited, determine in writing the criteria for deciding which tender should be accepted.

The evaluation panel shall be established prior to the advertising of a tender and include a mix of skills and experience relevant to the nature of the purchase.

For requests with a total estimated (Ex GST) price in excess of \$100,000, the panel shall consist of a minimum of two members.

### **7.5 Advertising Tenders**

Tenders are to be advertised in a state wide publication e.g. "The West Australian" newspaper, Local Government Tenders section, preferably on a Wednesday or Saturday.

The tender must remain open for at least 14 days after the date the tender is advertised.

The notice must include;

- a brief description of the goods or services required;
- information as to where and how tenders may be submitted;
- the date and time after which tenders cannot be submitted;
- particulars identifying a person from who more detailed information as to tendering may be obtained;
- detailed information shall include;
- such information as the local government decides should be disclosed to those interested in submitting a tender;
- detailed specifications of the goods or services required;
- the criteria for deciding which tender should be accepted;
- whether or not the local government has decided to submit a tender; and

- whether or not tenders can be submitted by facsimile or other electronic means, and if so, how tenders may so be submitted.

## **7.6 Issuing Tender Documentation**

Tenders will not be made available (counter, mail, internet, referral, or other means) without a process to ensure the recording of details of all parties who acquire the documentation.

## **7.7 Tender Deadline**

A tender that is not received in full in the required format by the advertised Tender Deadline shall be rejected.

## **7.8 Opening of Tenders**

No tenders are to be removed from the tender box, or opened (read or evaluated) prior to the Tender Deadline.

Tenders are to be opened in the presence of the Chief Executive Officer's delegated nominee and at least one other Council Officer. The details of all tenders received and opened shall be recorded in the Tenders Register.

Tenders are to be opened in accordance with the advertised time and place. There is no obligation to disclose or record tendered prices at the tender opening, and price information may be regarded as *commercial-in-confidence* to the Local Government. Members of the public are entitled to be present.

The Tenderer's offer form, price schedule and other appropriate pages from each tender shall be date stamped and initialled by at least two Local Government Officers or nominated representative(s) present at the opening of tenders.

## **7.9 No Tenders Received**

Where the Local Government has invited tenders, however no compliant submissions have been received; direct purchases can be arranged on the basis of the following:

- a sufficient number of quotations are obtained;
- the process follows the guidelines for seeking quotations between \$100,000 & \$249,999 (listed above);
- the specification for goods and/or services remains unchanged;
- purchasing is arranged within 6 months of the closing date of the lapsed tender.

## **7.10 Tender Evaluation**

Tenders that have not been rejected shall be assessed by the Local Government by means of a written evaluation against the pre-determined criteria. The tender evaluation panel shall assess each tender that has not been rejected to determine which tender is most advantageous.

## **7.11 Addendum to Tender**

If, after the tender has been publicly advertised, any changes, variations or adjustments to the tender document and/or the conditions of tender are required, the Local Government may vary the initial information by taking reasonable steps to give each person who has sought copies of the tender documents notice of the variation.

## **7.12 Minor Variation**

If after the tender has been publicly advertised and a successful tenderer has been chosen but before the Local Government and tenderer have entered into a Contract, a minor variation may be made by the Local Government.

A minor variation will not alter the nature of the goods and/or services procured, nor will it materially alter the specification or structure provided for by the initial tender.

### 7.13 Notification of Outcome

Each tenderer shall be notified of the outcome of the tender following Council resolution. Notification shall include:

- The name of the successful tenderer
- The total value of consideration of the winning offer

The details and total value of consideration for the winning offer must also be entered into the Tenders Register at the conclusion of the tender process.

### 7.14 Records Management

All records associated with the tender process or a direct purchase process must be recorded and retained. For a tender process this includes:

- Tender documentation;
- Internal documentation;
- Evaluation documentation;
- Enquiry and response documentation;
- Notification and award documentation.

For a direct purchasing process this includes:

- Quotation documentation;
- Internal documentation;
- Order forms and requisitions.

Record retention shall be in accordance with the minimum requirements of the State Records Act, and the Local Government's internal records management policy.

Note: In some instances a particular good or service may only be available from one source, If this is the case then it is to be recorded.

Date of last review	16 July 2024, resolution 06072024
Relevant legislation	<i>Local Government Act 1995</i> <i>Local Government (Financial Management) Regulations 1996</i> <i>Local Government (Functions and General Regulations) 1996</i> <i>State Records Act 2000</i>
Related Policy	Policy D11 'Corporate Credit Card' Policy D15 'Regional Price Preference'
Delegated authority Register	15. Signing of Requisitions and Purchase Orders
Review frequency	As Required

## D.10 DISPOSAL OF SURPLUS EQUIPMENT POLICY

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### Disposal of Surplus Equipment under the Value of \$20,000

#### Policy

To provide direction and clarity around the disposal of surplus equipment.

The Works and Services Supervisor is to provide the CEO with list of surplus items that are no longer used or required by the Shire of Cue .The list is to identify these items and to allocate a Market value for these items. The value is to take into consideration the market value of such items.

These items are to be disposed of according to the following table dependent on their individual value.

<b>Value</b>	<b>Method of Disposal</b>
\$15,000 to \$20,000	Invite offers in the Dryblower and Mid West Times, with offers open for a period of 14 days following publication. Require Council approval
\$2, 000 to \$15,000	Invite offers in the 'Dryblower' with offers open for a period of 14 days. Will require Council approval
\$500 to \$2,000	Invite offers in the 'Dryblower' with offers open for a period of 7 days. Disposal at the discretion of the CEO Preference will be given to residents within the Shire of Cue
\$0 to \$500	The CEO will decide whether to dispose of the items at the waste site, sell them or otherwise dispose of the items.

### **Relevant legislation**

Local Government Act (s 3.58)

Local Government (Functions and General) Regulations 1996 (r. 30(3)(a))

## **D.11 USE OF CORPORATE CREDIT CARD**

### **1. OBJECTIVE**

Shire of Cue Corporate Credit Card is provided to the Chief Executive Officer to enable the purchase of goods and services.

The objective of this policy is to:

1. Provide a clear framework to enable the use of the corporate credit card
2. Provide clear and concise guidelines outlining its use
3. Reduce the risk of fraud and misuse of the corporate credit card.

The application of this policy is to be in conjunction with the Shire of Cue Code of Conduct and any legislative requirements of the Local Government Act 1995 that may be enforced.

### **2. PRINCIPLES**

#### **2.1 Usage**

Shire of Cue Corporate Credit Card shall be used only:

- For Council business activities
- When outside the Shire on business
- For the purchase of goods in accordance with Council's Purchasing Policy.

Shire of Cue Corporate Credit Card does not have a cash advance facility.

#### **2.2 Corporate Credit Card reconciliation procedures**

- 2.2.1 Corporate Credit Card statement accounts will be issued to the relevant cardholder who will, within seven (7) days, acquit the transactions on the account.
- 2.2.2 Transactions will be supported by a GST invoice stating the type of goods purchased, amount of goods purchased and the price paid for the goods. The receipt shall meet the requirements of the Goods and Services Tax Act 1999 to enable a GST rebate to be applied.
- 2.2.3 If no supporting documentation is available the cardholder will provide a declaration detailing the nature of the expense and must state on that declaration 'all expenditure is of a business nature'.
- 2.2.4 The cardholder shall sign and date the credit card statement with supporting documentation attached stating 'all expenditure is of a business nature'.

### **2.3 Review of Corporate Credit Card use**

External scrutiny of the credit card expenditure will also be encouraged as part of the external audit process of Council's finances.

### **2.4 Procedures for lost, stolen and damaged cards**

The loss or theft of a credit card must be immediately reported by the cardholder to the card provider regardless of the time or day discovered.

## **3. ROLES AND RESPONSIBILITIES**

### **3.1 Corporate Credit Cardholders responsibilities**

- 3.1.1 Ensure corporate credit cards are maintained in a secure manner and guarded against improper use.
- 3.1.2 Corporate credit cards are to be used only for Shire of Cue official activities, there is no approval given for any private use.
- 3.1.3 All documentation regarding a corporate credit card transaction is to be retained by the cardholder and produced as part of the reconciliation procedure.
- 3.1.4 Credit limits are not to be exceeded.
- 3.1.5 The use of the credit card shall not be tied to any type of reward system that provides cardholders with any personal benefit or reward.
- 3.1.6 Purchases on the corporate credit card are to be made in accordance with the Shire of Cue Purchasing Policy.
- 3.1.7 Monthly reconciliations of the credit card purchases are to be completed within seven (7) days of the date of the corporate credit card statement being issued with all reconciliation dockets attached to equal the balance of credit used.
- 3.1.8 All cardholder responsibilities as outlined by the card provider.

## **D.12 Light Vehicle Purchasing Policy**

### **Policy**

#### *Preferred Manufacturer*

The preferred manufacturer will be any manufacturer who provides the Shire of Cue with the best value given considerations such as trade in value of vehicle to be traded, purchase price of new vehicle, length of warrantee, servicing costs and residual market value.

#### *Preferred Engine / Gearbox*

1. Diesel

2. Automatic

#### *Vehicle Classification/ Model*

The vehicle type and model supplied will be dependent on the line position of the employee and work related requirements. The recommended vehicle models will be offered to the following position(s):

1. Chief Executive Officer – Prado
2. Managers – As negotiated via individual employment contracts but no more than a Toyota Hi-Lux 4 door with either a tray or well body.

#### *Safety Standard*

All vehicles will have an ANCAP safety rating of 5 stars.

#### *Vehicle Accessories*

All vehicles are to be fitted with the following accessories:

1. Factory supplied & fitted bull bars
2. Spot Lights
3. Headlight protectors
4. Body protectors for well bodies (where required)
5. Floor mats & dash mats
6. Well body cover
7. GPS where necessary, prior approval required from the CEO

#### *Vehicle Allocations*

Each vehicle will be assigned to a position and this vehicle will stay with that position until it is time to replace the vehicle.

#### *Replacement Schedule*

Vehicles will be replaced every three (3) years or 120,000 kilometres, which ever comes first or as directed by the Chief Executive Officer.

## **D.13 TRAVEL AND ACCOMMODATION EXPENSES POLICY**

### **1. Objective**

To ensure that Councillors and Employees are provided with appropriate travel and accommodation expenses when travelling on official Council business.

### **2. Principles**

This policy is to provide guidelines as to the eligibility to claim travel and accommodation expenses when attending Shire related functions, conferences, courses or meetings.

Direct costs of attending events generally will be covered by the Shire. Expenditure incurred of a personal or private nature will not be covered by the Shire and will be at the cost of the Councillor or Employee.

The below procedures may not consider all the factors associated with travel and accommodation expenses. In this case, the CEO may determine what is appropriate on a case by case basis and such decision remains final.

### **3. Policy**

#### **3.1 Approvals**

##### **3.1.1 Councillors**



In respect to travel by Councillors, approval must be sought from the CEO in advance of any bookings. The CEO will take into consideration annual allocations provided to Councillors for professional development and available funds remaining.

### **3.1.2 Chief Executive Officer**

In respect to attendance at conferences by the CEO, approval must be sought from the Shire President in advance of any bookings. Due consideration shall be given to the CEO's negotiated contract for professional development opportunities.

### **3.1.3 Other Employees**

In respect to attendance at conferences/courses by Employees, approval must be sought in advance. Travel by staff and all interstate/international travel is to be approved by the CEO.

All other travel is to be approved by the CEO.

## **3.2 Bookings**

The most cost effective travel arrangements should be used at all times with the booking of concessional fares being pursued where available. Government rates are to be utilised where available and appropriate.

No amendments are to be made after the booking has been confirmed except with the approval of the CEO. This ensures that there is an audit trail of bookings.

### **3.2.1 Travel**

#### *Air Travel*

Air travel shall be based on "economy" class of a commercial air carrier. Any upgrade in travel class shall be at the expense of the Councillor or Employee. Air travel costs will include passenger bookings, departure and arrival taxes where applicable, insurance on cancellations and baggage claims.

The Employee or Councillor is responsible for providing the correct information when booking air travel.

Accompanying persons travelling with the Councillor or Employee will not be covered by the Shire. Payment for such persons will be at the cost of the Councillor or Employee.

#### *Road Transport*

Where air travel is not available, a Shire vehicle is to be used to travel to the destination. Where air travel is an option but the preference is to drive, this arrangement will require approval of the CEO prior to the travel being undertaken. Consideration will be given to the costs of travel, time and accommodation.

### **3.2.2 Accommodation**

Commercial accommodation is to be met by the Shire for those days that the Councillor or Employee requires accommodation.

#### *Commercial Accommodation*

Where the purpose of the travel is being held at a venue that provides for accommodation, the accommodation shall be booked at that venue. If the accommodation rate exceeds \$350 per day, approval will be required by the CEO to confirm the booking.

Subject to relative cost, accommodation should be booked in as close proximity to the function, conference, course or meeting as possible. This ensures that the use of external travel options

are minimised. Councillors and Employees are encouraged to use public transport or walk to the function, conference, course or meeting wherever possible.

Accompanying persons travelling with the Councillor or Employee may be included in the accommodation booking, however if an upgrade is required for additional bedding configurations, the Councillor or Employee will be required to reimburse the Shire for the cost differential.

Hotel parking will be covered if a Shire vehicle or hire vehicle is used.

### **3.2.3 Meal Allowances**

Meal allowance will be paid according to the Australian Government Taxation Office – Taxation Determination as provided annually. This covers Breakfast, Lunch, Dinner and Incidentals. Employees will pay for their own meals, the allowance will cover any expenditure up to the amount provided in the determination, any additional monies paid for meals over and above the determination will be the responsibility of the employee.

### **3.3 Tacking on of Leave**

If the Councillor or Employee has personal arrangements that they wish to attend to at their destination or wish to arrive earlier or leave later, this should be arranged at the time of booking. Except with the approval of the CEO, the amount of leave “tacked on” by an Employee should not exceed the duration of the attendance to the business that is the subject of the trip plus one day for travel (e.g. for a 2 day conference, no more than 3 days leave can be added). If an employee wishes to increase the amount of leave “tacked on” they will be required to meet 50% of the travel costs incurred by the Shire.

These arrangements can only be made if operational requirements allow and if the Employee has sufficient leave accrued. Leave must be approved in accordance with the Leave Policy. The Councillor or Employee will be required to pay any difference in the costs of travel and accommodation arising from the change of dates otherwise required for the travel.

### **3.4 Substantiation of Expenditure**

Documentary evidence in the form of receipts is required from the Councillor or Employee for the substantiation of all expenditure within 14 days of returning from travel. Should fringe benefits tax be incurred by the Council, it shall be borne by the Councillor or Employee concerned.

## **4. MISCELLANEOUS**

If the training or conference is cancelled the airfares and accommodation may be cancelled or utilised for other Shire travel.

If travel duration exceeds seven (7) days in total, the CEO may deem it appropriate to cover the Employee or Councillor under a specific travel insurance policy.

## **D14. WORK ON SHIRE ROADS WHERE LOCAL CONTRACTORS ARE TO BE ENGAGED**

The Shire of Cue has an extensive network of formed and unformed unsealed roads. The Shire has a relatively small road maintenance / construction road crew that is required to construct and maintain the Shire’s road infrastructure. In order to facilitate the maintenance tasks it is necessary to engage local grader contractors to assist with the required works.

To ensure that the Shire is receiving the best value for the service provided it is necessary to test the market to establish the cost per hour and to determine if there are any other service providers from within the area.

The CEO will determine when and if the market requires testing.

If there is more than one service provider and the rate is the same or within 5% of each other the MWS shall ensure that the work is equally apportioned between the parties.

## **D.15 REGIONAL PRICE PREFERENCE POLICY**

### **Policy Purpose**

The purpose of the Shire of Cue's 'Regional Price Preference Policy' is to support local business and industry and to encourage employment of local people thereby generating economic growth within the Shire.

### **Definitions**

For the purpose of this Policy, the "Region" is defined as the geographical area which comprises the whole of the Shire of Cue.

Local Industry is defined in the Policy as being a business / organisation substantially trading from a recognised business address within the region. This Policy requires the businesses to have been operating out of the local premises for a continuous period of not less than six (6) months.

### **Policy Content**

- (a) Unless specifically excluded in advance of advertising, a Regional Price Preference will apply to purchases when calling tenders
- (b) The regional pricing preference to be given to a regional tenderer is outlined below and represents the amount by which the regional tenderer's price bids or other quotations would be reduced for the purposes of assessing the tender or quotations:

<b>CONSTRUCTION / BUILDING SERVICES</b>	
Value of Tender / Supply By Regional Tenderer	Regional Price Preference
\$0 to \$20,000	\$0 + 10% of excess above \$0
\$20,000 to \$50,000	\$1,000 + 4% of excess above \$20,000
\$50,000 to \$100,000	\$2,200 + 3% of excess above \$50,000
\$100,000 to \$250,000	\$3,700 + 2% of excess above \$100,000
Above \$250,000	\$6,700 + 1% of excess above \$250,000

<b>GOODS &amp; SERVICES</b>	
Value of Tender / Supply By Regional Tenderer	Regional Price Preference
\$0 to \$10,000	\$0 + 5% of excess above \$0
\$10,000 to \$20,000	\$1,000 + 6% of excess above \$10,000
\$20,000 to \$50,000	\$1,600 + 4% of excess above \$20,000
\$50,000 to \$100,000	\$2,800 + 3% of excess above \$50,000
\$100,000 TO \$250,000	\$4,300 + 2% of excess above \$100,00
Above \$250,000	\$7,300 + 1% of excess above \$250,000

Subject to the maximum regional price preference capped at \$50,000

## **D.16 PROVISION OF SPONSORSHIP AND DONATIONS**

### **Policy Statement**

#### **Calculation of Value of Requested Donation or Sponsorship**

This Policy deals with requests for donation or sponsorship from external bodies. Requests may be for a cash donation or sponsorship; in kind (provision of goods and services or waiving of fees) donation or a combination of cash and in kind.

In assessing requests for in kind donation or sponsorship, or a combination of in kind and cash sponsorship, then the value of the in kind request will be calculated. The full cost of the request (including calculated value of any in kind component) will be considered.

#### **Donations**

Donations by the Council reflect its commitment to improve the wellbeing of the community of the Shire of Cue. Because of the philanthropic nature of donations, the Council does not seek a direct cost – benefit return from the donation and does not require a business case to be put. However, the Council will give preference to donations which will assist organisations which benefit the community of the Shire of Cue, or improve the services provided to visitors to the Shire of Cue.

Where the funds are not fully expended on the approved donation the surplus money is to be returned to the Shire.

All donations are to be acquitted in the financial year that it was granted unless prior approval is granted.

#### **Eligibility**

To be eligible to apply for a donation, the applicant must be an Association incorporated in accordance with the *Associations Incorporations Act 1987* which includes organisations with religious and / or charitable objectives; and / or community based not for profit groups providing a direct service to the stakeholders and visitors of the Shire of Cue which demonstrably contribute to the wellbeing of residents and visitors, and serve to promote the development of the community.

#### **Service Areas**

The range of service areas considered for donations may include:

- a) Senior citizen's / community centre;
- b) Community information and support services;
- c) Youth services;
- d) Children's services;
- e) Emergency relief services;
- f) Recreation services / sports clubs;
- g) Community services;
- h) Health services;
- i) Education services;

Organisations are expected to acknowledge the contribution made by the Shire of Cue. Where a donation is approved for a specific purpose – such as purchase of equipment – the organisation is required to provide evidence of expenditure.

### Assessment Process

Applications are to be made in writing to the Chief Executive Officer detailing as a minimum:

Reason for request;

Amount requested (whether monetary, in kind or a combination of both); and

If donation is to be used towards the purchase of equipment, who will ultimately be the owner of the equipment and be responsible for its upkeep / maintenance.

Any sponsorship or donation approved by the Chief Executive Officer will be funded from the G/L Account 04143 – CEO Discretionary Expenses.

Any request for sponsorship or donation which the Chief Executive Officer believes is outside his / her delegation, is in excess of the aforementioned budgetary item and / or requires the consideration of Council will be referred to Council.

Where a request for sponsorship or donations is referred to Council, the Council may decline the application or subject to sufficient funds being available in the Council's budget, approve the application.

## **D17. Financial Hardship Policy**

### **Policy Objective**

To give effect to our commitment to support the whole community to meet the unprecedented challenges arising from the COVID19 pandemic, the Shire of Cue recognises that these challenges will result in financial hardship for our ratepayers.

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.

### **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>1</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.

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 Cue recognises the likelihood that COVID19 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 Cue of any change in circumstance that jeopardises the agreed payment schedule.

In the case of severe financial hardship, we reserve the right to consider waiving additional charges or interest (excluding the late payment interest applicable to the Emergency Services Levy).

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<sup>1</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/>

### Interest Charges

A ratepayer that meets the Financial Hardship Criteria and enters into a payment arrangement may request a suspension or waiver of interest charges. Applications will be assessed on a case by case basis.

### 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.



Date of last review	21 April 2020, resolution 04042020
Relevant legislation	<i>Local Government Act 1995</i> <i>Local Government (Financial Management) Regulations 1996</i>
Related Policy	Policy D1 'Debt Recovery' Policy D6 'Exceptional Circumstances – Pastoral Rating Policy'
Delegated authority Register	8. Write off on monies owing 9. Amending the rate record 10. Agreement as to payment of rates and service charges 11. Rates or service charges recoverable in court 12. Require lessee to pay rent in satisfaction of rates or service charges 13. Recover amount of rates or service charge from lessee as debt 14. Recovery of debts
Review frequency	As Required

## **D.18 RISK MANAGEMENT POLICY**

### **Policy Purpose**

The Shire of Cue (the "Shire") Risk Management Policy documents the commitment and objectives regarding managing uncertainty that may impact the Shire's strategies, goals or objectives.

### **Definitions (from AS/NZS ISO 31000:2009)**

Risk: Effect of uncertainty on objectives

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

Note 2: Objectives can have difference 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: Coordinated activities to direct and control an organisation with regard to risk

Risk Management Process: 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.

### **Policy Statement**

It is the Shire's Policy to achieve best practice (aligned with AS/NSZ 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.

The Chief Executive Officer 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.

Consultants may be retained at times to advise and assist in the risk management process, or management of specific risks or categories of risk.

### **Risk Management Objectives**

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

### **Risk Appetite**

The Shire quantified its risk appetite through the development and endorsement of the Shire's Risk Assessment and Acceptance Criteria. The criteria are included with 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.

### **Roles, Responsibilities & Accountabilities**

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

### **Monitor & 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.

## E1 LEGAL ADVICE

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### **OBJECTIVES**

To prescribe procedures for the Shire's administration to obtain legal advice to ensure the most efficient and effective use of these resources.

### **POLICY STATEMENT**

#### 1. Introduction

The following is the Shire of Cue's Policy and Procedures to be followed when obtaining legal advice.

#### **2. Purpose**

- 2.1 The policy outlines the circumstances in which obtaining specialist legal advice may be required and the arrangements for this.
- 2.2 The Shire will seek expert legal advice where, in the opinion of the Chief Executive Officer, that advice is required to:
  - (a) minimise the potential risk of litigation;
  - (b) obtain assistance on interpretation and implications of relevant new and/or existing legislation or legal precedent;
  - (c) clarify statutory powers and responsibilities;
  - (d) clarify the Shire's responsibility to take action to protect the health, safety and well-being of the Shire's ratepayers/residents general public and protection of property; or
  - (e) ensure the best commercial outcome for the Shire.

#### **3. Definition**

Obtaining legal advice is defined as; "the procurement of specialist advice for areas of work where there are gaps in specialist and/or legal knowledge within the Shire".

#### **4. Authorisation**

- 4.1 The Chief Executive Officer only will be able to access legal advice.
- 4.2 Where necessary, the Chief Executive Officer may approve of other employees to obtain legal advice.

#### **5. Legal Advice**

- 5.1 The legal advice will be sought from a legal firm having specialised expertise in the matter being considered
- 5.2 All legal advice will be recorded in a Legal Register or appropriate file.

## **E2 LEGAL REPRESENTATION FOR COUNCIL MEMBERS AND EMPLOYEES**

### **OBJECTIVE**

This policy is designed to protect the interests of Council Members and Employees (including past members and former employees) where they become involved in legal proceedings because of their official functions. In these situations the Shire may assist the individual in meeting reasonable expenses and any liabilities incurred in relation to those proceedings.

This policy is necessary to ensure security, equity and consistency for Members and Employees to work for the good government of the district. This policy applies in that respect.

### **POLICY STATEMENT**

#### **EXPLANATION OF KEY TERMS**

**approved lawyer** is to be a 'certified practitioner' under the Legal Practice Act 2003.

**council member or employee** means a current or former commissioner, Council Member, Non-elected Member of a Council Committee or Employee of the Shire.

**legal proceedings** may be civil, criminal or investigative.

**legal representation** is the provision of legal services, to or on behalf of a Council Member or Employee, by an approved lawyer that are in respect of –

- (a) a matter or matters arising from the performance of the functions of the Council Member or Employee; and
- (b) legal proceedings involving the council member or employee that have been, or may be, commenced.

**legal representation costs** are the costs, including fees and disbursements, properly incurred in providing legal representation.

**Legal services** includes advice, representation or documentation that is provided by an approved lawyer.

**payment** by the Shire of legal representation costs may be either by –

- (a) a direct payment to the approved lawyer (or the relevant firm); or
- (b) a reimbursement to the Council Member or Employee.

#### **1. Payment Criteria**

There are four major criteria for determining whether the Shire will pay the legal representation costs of a council member or employee. These are –

- (a) the legal representation costs must relate to a matter that arises from the performance, by the Council Member or Employee, of his or her functions;
- (b) the legal representation cost must be in respect of legal proceedings that have been, or may be, commenced;

- (c) in performing his or her functions, to which the legal representation relates, the council member or employee must have acted in good faith, and must not have acted unlawfully or in a way that constitutes improper conduct; and
- (d) the legal representation costs do not relate to a matter that is of a personal or private nature.

## **2. Examples of legal representation costs that may be approved**

- 2.1 If the criteria in clause 1 of this policy are satisfied, the Shire may approve the payment of legal representation costs –
  - (a) where proceedings are brought against a council member or employee in connection with his or her functions – for example, an action for defamation or negligence arising out of a decision made or action taken by the Council Member or Employee; or
  - (b) to enable proceedings to be commenced and/or maintained by a Council Member or Employee to permit him or her to carry out his or her functions - for example where a Council Member or Employee seeks to take action to obtain a restraining order against a person using threatening behaviour to the Council Member or Employee; or
  - (c) where exceptional circumstances are involved – for example, where a person or organisation is lessening the confidence of the community in the local government by publicly making adverse personal comments about Council Members or Employees.
- 2.2 The Shire will not approve, unless authorised by an Absolute Majority, the payment of legal representation costs for a defamation action, or a negligence action, instituted by a Council Member or Employee.

## **3. Application for payment**

- 3.1 A Council Member or Employee who seeks assistance under this policy is to make an application(s), in writing, to the Council or the CEO.
- 3.2 The written application for payment of legal representation costs is to give details of –
  - (i) the matter for which legal representation is sought;
  - (ii) how that matter relates to the functions of the council member or employee making the application;
  - (iii) the lawyer (or law firm - if known) who is to be asked to provide the legal representation;
  - (iv) the nature of legal representation to be sought (such as advice, representation in court, preparation of a document etc);
  - (v) an estimated cost of the legal representation; and
  - (vi) why it is in the interests of the Shire for payment to be made.
- 3.3 The application is to contain a declaration by the applicant that he or she has acted in good faith, and has not acted unlawfully or in a way that constitutes improper conduct in relation to the matter to which the application relates.
- 3.4 As far as possible the application is to be made before commencement of the legal representation to which the application relates.
- 3.5 The application is to be accompanied by a signed Statutory Declaration by the applicant that he or she –

- (a) has read, and understands, the terms of this Policy;
  - (b) acknowledges that any approval of legal representation costs is conditional on the repayment provisions of clause 7 and any other conditions to which the approval is subject; and
  - (c) undertakes to repay to the Shire any legal representation costs in accordance with the provisions of clause 7.
- 3.6 In relation to clause 3.5(c), when a person is to be in receipt of such monies the person should sign a Statutory Declaration which requires repayment of that money to the local government as may be required by the local government and the terms of the Policy.
- 3.7 An application is also to be accompanied by a report prepared by the CEO or where the CEO is the applicant by an appropriate Senior Employee. The report will contain an assessment of the request, together with a recommendation.

#### **4. Legal representation costs – Limit**

- 4.1 The Council, in approving an application in accordance with this policy, shall set a limit on the costs to be paid based on the estimated costs in the application.
- 4.2 A Council Member or Employee may make a further application to the council in respect of the same matter.

#### **5. Council's powers**

5.1 The Council may –

- (a) refuse;
- (b) grant; or
- (c) grant subject to conditions, an application for payment of legal representation costs.

5.2 Conditions under clause 5.1 will include, but are not restricted to:

- (a) a financial limit; and
- (b) a requirement to enter into a formal agreement, including a security agreement, relating to the payment, and repayment, of legal representation costs.

5.3 In assessing an application, the council may have regard to any insurance benefits that may be available to the applicant under the Shire's Council Members or Employees insurance policy or its equivalent.

5.4 The Council may at any time revoke or vary an approval, or any conditions of approval, for the payment of legal representation costs.

5.5 The Council may, subject to clause 5.6, determine that a Council Member or Employee whose application for legal representation costs has been approved has, in respect of the matter for which legal representation costs were approved –

- (a) not acted reasonably or in good faith, or has acted unlawfully or in a way that constitutes improper conduct; or
- (b) given false or misleading information in respect of the application.

- 5.6 A determination under clause 5.5 may be made by the Council only on the basis of, and consistent with, the findings of a court, tribunal or inquiry.
- 5.7 Where the Council makes a determination under clause 5.5;
- (a) assistance will be immediately withdrawn; and
  - (b) the legal representation costs paid by the Shire are to be repaid by the Council Member or Employee in accordance with clause 7.

## **6. Delegation to Chief Executive Officer**

- 6.1 In cases where a delay in the approval of an application will be detrimental to the legal rights of the applicant, the CEO may exercise, on behalf of the Council, any of the powers of the council under clause 5.1 and 5.2, to a maximum of \$5,000 in respect of each application.
- 6.2 An application approved by the CEO under clause 6.1, is to be submitted to the next Ordinary Meeting of the Council. Council may exercise any of its powers under this Policy, including its powers under clause 5.4.

## **7. Repayment of legal representation costs**

- 7.1 A Council Member or Employee whose legal representation costs have been paid by the Shire is to repay the Shire –
- (a) all or part of those costs – in accordance with a determination by the Council under clause 5.7;
  - (b) as much of those costs as are available to be paid by way of setoff – where the Council Member or Employee receives monies paid for costs, damages, or settlement, in respect of the matter for which the Shire paid the legal representation costs.
- 7.2 The Shire may take action in a court of competent jurisdiction to recover any monies due to it under this Policy.

### **F.1 COUNCIL REPRESENTATIVES**

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- F..1 All Council representatives wherever possible are to be serving members of the Council.
- F.1.2 Upon ceasing to be a member of the Council, the representative is to cease as a member of a Committee unless approved by a resolution of Council.
- F.1.3 Upon ceasing to be a member of the Council, the representative is to cease membership of any Regional Council unless approved by a resolution of Council and subject to the Regional Council Constitution.
- F.1.4 Council representatives on a committee that is not a Council Committee represent the shire's positions not the individual Councillor's position.
- F.1.5 The Council's current committees are as follows;
1. Main Roads Western Australia - Regional Road Group
  2. Murchison Regional Vermin Council
  3. Murchison Zone of the WALGA – Ward
  4. Audit Committee
  5. Local Emergency Management Committee
- F.1.6 Representatives of Committees and Regional Councils are to be reviewed by Council resolution following each Council ordinary election unless a Representative resigns prior to that Election at which time a special appointment may be made by Council resolution.

### **F.2 COUNCIL CHAMBERS**

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- F.2.1 The Council chambers may be used by any approved group, club or organisation during normal office hours subject to approval by the Chief Executive Officer or Shire President.
- F.2.2 Consideration may be given for use of the Council Chambers outside office hours provided a staff member is in attendance.

### **F.3 COUNCILLOR RETIREMENT**

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- F.3.1 All Councillors whose term of office expires shall receive a letter and a gift from the shire on behalf of the community acknowledging their contribution to Shire of Cue in Cue.
- F.3.2 If a Councillor resigns or leaves office other than for breaches of the Act and the Councillor has served for more than three years, the Councillor will be entitled to receive a Shire of Cue plaque.

### **F.4 SOCIAL DRINKS**

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The Shire President or CEO may invite, staff, members of the public and visitors to a social drink at times deemed relevant by the Shire President and the CEO.



## **F.5 EXPENSES FOR COUNCILLOR PARTNER ATTENDING OFFICIAL FUNCTIONS**

The shire will pay the cost of meals and accommodation for the Councillor and partner for attendance at Council endorsed functions.

## **F.6 SHIRE PRESIDENT AND DEPUTY – ELECTIONS**

If after Shire of Cue elections the positions of Shire President and / or Deputy Shire President are vacant and there is no Ordinary Meeting of Council planned within seven days after the election, then a Special Meeting will be called as soon as practicable to enable the Council to elect Councillors to those positions. The date and time of the Special Meeting should be set by the retiring Council at the last Ordinary Meeting of the Council prior to the election.

## **F.7 DEPUTATIONS**

Deputations wishing to meet with the Council should firstly meet with staff to consider the deputation's request and resolve any problems where possible. Should staff consider it necessary for the deputation to meet with the Council, then this will be referred to the Shire President for consideration in accordance with Standing Orders.

## **F.8 ATTENDANCE AT EVENTS**

### **Introduction**

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.

### **Purpose**

Council acknowledges that it is an important function of Council Members and the CEO to represent the Shire of Cue and fulfil their leadership role in the community. 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 for by the Shire of Cue. The purpose of the policy is to provide transparency about the attendance at events of Council Members and the Chief Executive Officer (CEO).

The policy applies to Council Members and the CEO of the Shire of Cue in respect of their acceptance of invitations to events where it is offered at a discounted rate or free of charge, as part of a sponsorship agreement or paid for by the Shire of Cue. 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.

Council Members and the CEO are not required to disclose interest in relation to gifts or event invitations from the following entities:

- Western Australian Local Government Association (WALGA)
- Local Government Professionals Australia WA (LG Pro)
- Australian Local Government Association (ALGA)

- A department of the public service
- A government department of another State, Territory or the Commonwealth
- A local government or regional local government

However, Council Members and the CEO are statutorily obligated to disclose the receipt and acceptance of the gift or event invitation in accordance with section 5.87A and 5.87B of the *Local Government Act 1995*.

### **Definition**

In accordance with section 5.90A of the *Local Government Act 1995*, an event includes the following:

- a concert;
- a conference;
- a function;
- a sporting event;
- an occasion of a kind prescribed for the purposes of this definition.

### **Provision of tickets to events**

- 1) All invitations or offers of tickets for a Council Member or CEO to attend an event should be in writing and addressed to the Shire of Cue.
- 2) Any invitation or offer of tickets not addressed to the Shire of Cue is not captured by this policy and must be disclosed in accordance with the gift and interest provisions in the Act.
- 3) A list of events and attendees authorised by the Shire of Cue in advance of the event are listed below.

The Shire of Cue approves attendance by Council Members and the CEO at the following events:

- Shire hosted or sponsored ceremonies, functions, events and art exhibitions
- Meetings and events hosted by clubs and not-for-profit organisations in the Shire
- Any free events held in the Shire
- Cultural events or festivals in the Shire
- Events organised by any school in the Shire
- Events for which representation by the Shire President or the CEO has been requested
- Events organised by major professional bodies associated with local government at a local, state or federal level.

### **Approval of attendance**

Decisions to attend events in accordance with this policy are to be made by simple majority.

### **Payments in respect of attendance**

- 1) Where an invitation or ticket to an event is provided free of charge, the Shire of Cue may contribute to appropriate expenses for attendance, such as travel and accommodation, for events outside the district if Council determine attendance to be of public value.
- 2) For any events where a member of the public is required to pay, unless previously approved and listed in the approved attendance list, Council will determine whether it is in the best interests of the Shire of Cue for a Council Member or the CEO or another officer to attend on behalf of Council.

- 3) If Council determines that a Council Member or CEO should attend a paid event, the Shire of Cue will pay the cost of attendance and reasonable expenses, such as travel and accommodation.
- 4) Where partners of an authorised Shire of Cue representative attend an event, any tickets for that person, if paid for by the Shire of Cue, must be reimbursed by the representative unless expressly authorised by Council.
- All travel and Accommodation will be in accordance with Shire Policy D.13 – Travel and Accommodation Expenses Policy. Elected Members should note that the *Local Government Act 1995* precludes an Elected Member to pre-spend Shire funds.

### **Legislative Requirements**

In accordance with Section 5.90A (2) (3) of the *Local Government Act 1995*, adoption and modification of this policy requires an Absolute Majority decision by Council.

In accordance with Section 5.90A (5) of the *Local Government Act 1995*, the CEO must publish an up-to-date version of the policy on the Shire of Cue website.

Date of last review	17/11/2020, resolution 05112020
Relevant legislation	<i>Local Government Act 1995</i> <i>Local Government (Administration) Regulations 1996</i> <i>State Records Act 2000</i>
Related Policy	Policy D13 'Travel and Accommodation Expenses Policy'
Delegated authority Register	15. Signing of Requisitions and Purchase Orders
Review frequency	Following each Councillor election

## **F.9 Councillor Training and Continuing Professional Development**

### **Objective**

To ensure that Elected Members of the Shire of Cue meet and comply with the prescribed professional development requirements under the *Local Government Act 1995*, and to further encourage participation in other conferences and training specifically designed to enhance skills and knowledge relating to roles and responsibilities, as an Elected Member of the Shire of Cue.

### **Scope**

This policy applies to Elected Members of the Shire of Cue (the Shire).

### **Policy**

The *Local Government Act 1995* requires all Elected Members to undertake compulsory training within 12 months of being elected. The Shire of Cue is required under the *Local Government Act 1995* to adopt and report on compulsory training, and additionally, continuing development for Elected Members of the Shire of Cue.

It is policy that –

Elected Members of the Shire of Cue undertake and successfully complete the following prescribed professional development training modules titled “Council

Member Essentials” within the period of 12 months from the day the council member was elected, unless a prescribed exemption applies:

- Understanding Local Government;
- Serving on Council;
- Meeting Procedures;
- Conflicts of Interest; and
- Understanding Financial Reports and Budgets.

All units and associated costs will be paid for by the Shire and completed within the 12 months following election. The training is valid for 5 years.

Additionally, the Shire will publish, on the Shire’s website, training undertaken by all Elected Members within one month after the end of the financial year pursuant to the *Local Government Act 1995*.

The Council Member Essentials Course will be sourced by the Shire at no cost to Elected Members. It is Council’s preference that the training is undertaken via the eLearning method which is the more cost efficient form of delivery. It is acknowledged however that there may be Elected Members who prefer to receive training face-to-face and/or opportunities to attend training which is being delivered in the region or in the Perth metropolitan area.

### **Ongoing Professional Development**

The professional development of Elected Members 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.

Elected Members are encouraged to nominate to attend other conferences or training opportunities to enhance and broaden their knowledge of local government issues to support the community.

### **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 is directly related to the role and responsibilities of Elected Members;
- Information sessions organised by the Department of Local Government, Sport and Cultural Industries; or
- Seminars, training and/or information sessions provided by individuals with a demonstrably strong knowledge of local government in Western Australia.

The following are examples of other conferences or training opportunities as described above:

- National General Assembly of Local Government;
- WA Local Government Week;
- Special “one off” conferences sponsored by WALGA or the Department of Local Government, Sport and Cultural Industries on important local government issues;

- Annual conferences of major professions of local government;
- The Annual Road Congress;
- Conferences which advance the development of Elected Members in their role as Councillors; or
- Conferences of organisations on which an Elected Member has been elected or appointed as a delegate.

## **PROCEDURES**

### **Approval of Professional Development**

Considerations for approval of the training or professional development activity include:

- The costs of attendance including registration, travel and accommodation, if required;
- The Budget provisions allowed and the uncommitted or unspent funds remaining;
- Any justification provided by the applicant when the training is submitted for approval;
- The benefits to the Shire of the person attending;
- Identified skills gaps of elected members both individually and as a collective;
- Alignment to the Shire's Strategic Objectives; and
- The number of Shire representatives already approved to attend.

Consideration of attendance at training or professional development courses, other than the online Council Member Essentials, which are deemed to be approved, are to be assessed as follows:

- Events for the Shire President must be approved by the Deputy Shire President, in conjunction with the CEO; and
- Events for Councillors must be approved by either the Council or the Shire President, in conjunction with the CEO.

### **Travel Arrangements**

All travel and Accommodation will be in accordance with Shire Policy D.13 – Travel and Accommodation Expenses Policy. Elected Members should note that the *Local Government Act 1995* precludes an Elected Member to pre-spend Shire funds.

### **Reporting and Publishing**

All Elected Members attending any conference or training are expected to report to Council on the benefits achieved by attending and should make the conference papers available to other Councillors.

A record of conferences or other training attended by Elected Members will be maintained by the Chief Executive Officer.

The Chief Executive Officer is to prepare a report each financial year on prescribed professional development training completed by Elected Members in the financial year. This report is to be published on the Shire official website within 1 month after the end of the financial year to which the report relates. In order to complete this report, Councillors shall provide evidence of completion of training to the CEO.

Date of last review	17/11/2020, resolution 06112020
Relevant legislation	<i>Local Government Act 1995</i> <i>Local Government (Administration) Regulations 1996</i> <i>State Records Act 2000</i>
Related Policy	Policy D9 'Purchasing Policy' Policy D13 'Travel and Accommodation Expenses Policy'
Delegated authority Register	15. Signing of Requisitions and Purchase Orders
Review frequency	Following each Councillor election

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## **G.1. OCCUPATIONAL SAFETY & HEALTH POLICY**

This policy outlines the Shire of Cue's commitment to continuously improve the occupational safety and health standards within the workplace, to continuously improve the occupational safety and health management systems and to reduce hazards and subsequent incidents in the workplace.

The Shire of Cue's operations include Administration Offices, Operations Centre/Depot, Library, Aquatic Centre, Civic Centre/Town Hall and Waste Facility.

The Shire of Cue is committed to managing occupational safety and health including the development and implementation of an Occupational Safety and Health Management System that complies with or exceeds legislative requirements including the Act, Regulations, Codes of Practice, Guidance Notes and Australian Standards.

The Shire of Cue will ensure that all levels of employees, including senior management, employees, contractors and volunteers, understand their roles and responsibilities in accordance with legislative requirements.

The objectives of this policy are to;

- Avoid, eliminate and control workplace hazards;
- Prevent any LTI's
- Reduce risk

The employer aims to meet their objectives by:

- i. Providing and maintaining workplaces, plant, and systems of work such that, so far as is practicable, the employees are not exposed to hazards;
- ii. Providing such information, instruction, and training to, and supervision of, the employees to enable them to perform their work so they are not exposed to hazards;
- iii. Consulting and cooperating with Safety and Health Representatives and other employees at the workplace regarding occupational safety and health issues;
- iv. Providing employees with personal protective clothing and equipment to assist protect them against those hazards;

Employees, including contractors, volunteers and work experience students are obligated to meet their duty of care by:

- i. Taking care for his or her own health and safety and avoid adversely affecting the safety or health of any other person; by
- ii. Complying with safety and health instructions given by the employer, including the direction to wear personal protective clothing or equipment;
- iii. Reporting hazards, accidents (injuries) and incidents (near misses) in the workplace.

**A safe and efficient place of work is our goal, and we must all be committed to reach this outcome.**

## **G.2 Discrimination, Harassment and Bullying Policy**

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### **Policy Statement**

The Shire of Cue and its employees are committed to providing a working environment where every employee is treated equally, fairly and without prejudice. For the purposes of this policy the term “employee/s” will extend to cover contractors, volunteers and any person performing work for or with the Shire of Cue in any capacity.

### **Unlawful Discrimination**

An employee is directly discriminated against if they are treated less favourably than another person in the same or similar circumstance, because of any one of the grounds of discrimination outlined below. Indirect discrimination can occur where a practice or requirement is imposed upon all employees; however a high proportion of employees with an attribute cannot comply with, or are affected by, that practice or requirement. The Shire of Cue acknowledges its responsibilities and obligations pursuant to State and Federal equal opportunity and anti-discrimination laws.

The Shire of Cue and its employees acknowledge they are subject to State and Federal equal opportunity and anti-discrimination legislation. The following is a non-exhaustive list of the grounds of discrimination for which it is unlawful to discriminate against an individual:

- Age;
- Family responsibility or status;
- Race or colour;
- Sex including gender identity, sexual orientation and intersex status;
- Physical or mental disability;
- Marital status;
- Political or religious conviction;
- Pregnancy;
- Criminal record;
- Breastfeeding;
- Gender history;
- Impairment;
- National extraction or social origin; and
- Trade union activity

### **Sexual Harassment**

The Equal Opportunity Act 1984 (WA) and the Sex Discrimination Act 1984 (Cth) provide that it is unlawful to engage in sexual harassment. Sexual harassment can be defined as any unwelcome conduct of a sexual nature, such as an unwelcome sexual advance or an unwelcome request for sexual favours, in circumstances in which a reasonable person would anticipate that the person harassed would be offended, humiliated or intimidated.

Some examples of sexual harassment include, but are not limited to:

- Physical contact (touching, rubbing, patting, embracing, brushing up against etc.);
- Gestures of a sexual nature;
- Leering or staring;
- Offensive telephone calls, emails, text messages or notes;



- Sexual suggestive jokes or comments;
- Tales of sexual exploits;
- Repeated requests for a date;
- Unwelcome comments or questions about a person's sex life, appearance or dress; and
- Sexually graphic material (poster, calendars, cartoons, graffiti, messages, emails).

### **Bullying**

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.

Bullying is also unlawful under the Occupational Safety and Health Act 1984 (WA) and the Occupational Safety and Health Regulations 1996 (WA).

*Some examples of bullying include, but are not limited to:*

- Loud, abusive or offensive language or comments;
- Yelling and screaming;
- Unjustified criticism and insults;
- Unjustified threats of dismissal or other disciplinary action;
- Acts of sabotaging another's work by withholding information which is required to fulfil tasks;
- Spreading malicious rumours or misinformation;
- Inappropriate comments about an employee's appearance, lifestyle or family;
- Deliberately excluding an employee from workplace meetings or activities;
- Hiding documents or equipment or withholding vital information required for effective work performance;
- Constantly changing targets or work guidelines;
- Overloading an employee with work and impossible deadlines;
- Setting tasks that are unreasonably below or beyond an employee's level of skill;
- Threats of assault or violence or actual violence;
- Teasing and practical jokes; and
- Isolating or ignoring an employee on a constant basis.

### **Reasonable Management Action**

The Shire of Cue 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. Reasonable management action is not workplace bullying.

*Some examples of reasonable management action include, but are not limited to:*

- The establishment and regular use of performance management systems;
- The setting of reasonable performance targets and deadlines;
- Providing employees with constructive feedback or counselling to assist workers to improve their work performance or the standard of their behaviour;
- Issuing a lawful and reasonable direction to an employee to complete a work task;
- Preparing and amending a roster for employees;
- Transferring an employee to a different work location for operational reasons;
- Implementing organisational change;

- Informing an employee about inappropriate behaviour in a confidential manner; and
- Taking disciplinary action against an employee.

### **Other Behaviours not Considered to be Bullying**

Where two or more employees have a difference of opinion and disagree on an issue, this is not usually considered to be workplace bullying. However, where conflict escalates and is repeated, it may meet the definition of workplace bullying.

Additionally bullying does not occur where bullying behaviour is a one off occurrence and if that behaviour does not create a risk to health or safety.

### **What are the Ways in which Bullying can Occur?**

There are a variety of ways bullying behaviour can occur in the workplace such as verbally, through email or text message or via social media. Bullying can be directed at an individual employee or a group of employees, and can be carried out by one or more employees. Bullying can occur between employees, downwards from managers to employees or upwards from employees to supervisors or managers.

### **What to do if you think you are being Discriminated Against, Sexually Harassed or Bullied?**

Refer to the Grievance Policy and Grievance Procedure for steps to take if you think you are being discriminated against, sexually harassed or bullied, or if you suspect another employee is experiencing any of those things.

### **Roles & Responsibilities**

To ensure the intent of this policy is realised, various roles within the Shire of Cue must assume certain responsibilities.

#### *The Employer*

The Shire of Cue will endeavour to:

- provide all workplace participants with a workplace free from discrimination, sexual harassment and bullying;
- provide and maintain safe systems of work;
- provide a fair and effective procedure to investigate and resolve complaints of sexual harassment, discrimination and bullying;
- treat all employees fairly; and
- take suitable disciplinary action against any employee who is found to have sexually harassed, discriminated, bullied or victimised another employee.

#### *All the Organisation's Employees*

Employees are required to:

- report any incidents of sexual harassment, discrimination or bullying they may see happening around them to an appropriate manager or supervisor;
- follow all policies and procedures of the Shire of Cue;
- ensure they do not victimise any person making a complaint of sexual harassment, discrimination or bullying; and
- treat all employees fairly and with respect.

### **Support**

The Shire of Cue engages the services of an external Employee Assistance Provider who can provide employees with confidential counselling. Please see Senior Administration Officer for details of the Employee Assistance Provider.

## **Consequences of Breaching This Policy**

Any breach of this policy, may result in disciplinary action up to and including termination of employment.

## **Variation to This Policy**

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

Related Corporate Documents

- Grievance Policy
- Grievance Procedure

## **G3. GRIEVANCE, INVESTIGATIONS & RESOLUTIONS POLICY**

### **Policy Statement**

All employees have a right to express any genuine grievances or complaints via an impartial internal process. All employees involved in a grievance process are expected to participate in good faith. For the purposes of this policy, the term "employee/s" will extend to cover contractors, volunteers and any person performing work for or with the Shire of Cue in any capacity.

### **Roles**

*Complainant* – A employee who raises a complaint about a matter regarding the workplace.

*Respondent* – An employee who is alleged to have acted in a manner which caused the complainant to raise a complaint.

*Support Person* – A Complainant and/or a Respondent may choose to bring a Support Person with them to a meeting, where practicable. The role of a Support Person is not to advocate on behalf of anyone, but to simply provide emotional support.

*Witness* – A person (including an employee) who is requested by the Shire of Cue to assist the process by providing relevant information regarding the complaint.

### **What to do if you have a Complaint?**

If an employee (Complainant) is the victim of behaviour of another employee (Respondent) which is inconsistent with the Local Government's policies, procedures or guidelines (Policies), the Complainant should, where reasonable or practicable, first approach the Respondent for an informal discussion. If the nature of the complaint is deemed to be sufficiently serious, the complainant should contact their Manager, Senior Administration Officer or Chief Executive Officer directly.

If the inappropriate behaviour continues, the Complainant is encouraged to make a formal complaint to their direct manager. If the direct manager is the Respondent in the matter or if the employee feels uncomfortable approaching their manager, the Complainant should approach the Senior Administration Officer or Chief Executive Officer.

The employee who receives the complaint must contact Senior Administration Officer or Chief Executive Officer and decide upon the most appropriate way to take the matter forward, whether it is an informal discussion with the Complainant and/or the Respondent, or the commencement of a formal investigation of the complaint.

### **Key Principles in the Complaint Resolution Process**

The following principles are necessary for the fair investigation and resolution of a complaint:

- Confidential – Only the employees directly investigating or addressing the complaint will have access to the information about the complaint. The Shire of Cue may inform or appoint

- a third party to investigate or advise on the investigation. All parties involved in dealing with a complaint are required to keep the matter confidential. Information will only be placed on an employee's personal file if they are disciplined as a result of the complaint;
- Impartial (fair/unbiased) – Both parties will have an opportunity to put their case forward. No assumptions are made and no action will be taken until available and relevant information has been collected and considered;
  - Sensitive – The employees who assist in responding to complaints should be specifically trained or equipped to treat all complaints sensitively and ensure the process is free of coercion or intimidation;
  - Timely – The Shire of Cue aims to deal with all complaints as quickly as possible and in accordance with any legislative requirements;
  - Documented – All complaints and investigations must be documented. In formal grievance processes, records must be kept of all documents collected and/or drafted as part of that process. For more informal processes, a file note or note in a diary may be sufficient;
  - Natural Justice – The principles of natural justice provide that:
    - A Respondent against whom allegations are made as part of a grievance process has the right to respond to the allegations before any determination is made;
    - A Respondent against whom an allegation is made has the right to be told (where possible and appropriate) who made the allegation;
    - anyone involved in the investigation should be unbiased and declare any conflict of interest;
    - decisions must be based on objective considerations and substantiated facts; and
    - the Complainant and the Respondent have the right to have a support person present at any meetings where practicable.
  - Procedural Fairness – The principles of procedural fairness provide that:
    - the Respondent is advised of the details (as precisely and specifically as possible) of any allegations when reasonably practicable;
    - A Respondent is entitled to receive verbal or written communication from the Shire of Cue of the potential consequences of given forms of conduct, as applicable to the situation;
    - The Respondent is given an opportunity to respond to any allegations made against them by a Complainant;
    - Any mitigating circumstances presented to the Shire of Cue through the grievance process are investigated and considered;
    - the Respondent has the right to have an appropriate support person present during any inquiry or investigation process where practicable or necessary;
    - any witnesses who can reasonably be expected to help with any inquiry or investigation process should be interviewed; and
    - All interviews of witnesses are conducted separately and confidentially.

### **Outcome of Making a Complaint**

If a complaint is substantiated, there are a number of possible outcomes. If the complaint involves a performance issue, the manager of the Respondent may commence a formal or informal performance management process with the Respondent or elect to discipline the Respondent in accordance with the Disciplinary Policy.

If the complaint involves a breach of a Policy or any other behaviour that is inconsistent with the employment relationship, the manager of the Respondent, in consultation with Human Resources Officer, may elect to discipline the Respondent in accordance with the Disciplinary Policy.

### **Vexatious or Malicious Complaints**

Where a Complainant has deliberately made a vexatious or malicious complaint, the Complainant may be subject to disciplinary action, including but not limited to, termination of employment.

### **Victimisation of Complainant**

A Complainant must not be victimised by the Respondent or any other employee of the Shire of Cue for making a complaint. Anyone responsible for victimising a Complainant may be subject to disciplinary action, including but not limited to, termination of employment.

### **Variation to This Policy**

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

### **Related Corporate Documents**

- Discrimination, Harassment, & Bullying Policy
- Code of Conduct
- EEO Policy

## **G4. Disciplinary Policy**

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### **Policy Statement**

The Shire of Cue 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 the Shire of Cue including contractors, volunteers and any person performing work for or with the Shire of Cue in any capacity.

### **Commitment**

The Shire of Cue is committed to providing the best possible service and ensuring its employees perform and conduct themselves in accordance with the Shire of Cue policies, procedures and guidelines (Policies). 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 [Department Manager or other appropriate senior manager] or other more senior positions in that Department's reporting line. The authorising officer may only approve disciplinary action after consultation with the Chief Executive Officer.

When the Disciplinary Policy Applies

Some examples of when this policy may be invoked include breaches of the Shire of Cue policy 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 or work; or
- inappropriate personal behaviour such as theft, violating the Discrimination, Harassment and Bullying 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 ensue, in accordance with the Grievances, Investigations & Resolution 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 Cue 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 (Cth) 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 Cue's;
- the employee, in the course of the employee's employment, engaging in:
  - (i) theft; or
  - (ii) fraud; or
  - (iii) 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 Cue'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, management 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, management 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 Cue 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 Cue'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 Cue's Grievances, Investigations, and Resolutions Procedure.

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

Investigations into alleged misconduct should follow the processes detailed in Shire of Cue's Grievances, Investigations, and Resolutions Policy and Procedure.

### **Reporting Obligations**

If an officer or employee of the Shire of Cue 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

- Managing and Developing Performance Guideline.
- Grievances, Investigations, and Resolutions Policy
- Grievances, Investigations, and Resolutions Procedure
- Code of Conduct

## **G5 ICT USE POLICY**

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### **Policy Statement**

Effective security is a team effort involving the participation and support of every Shire of Cue employee who deals with information and/or information systems and devices. Every digital device user must understand this policy and carry out their use of digital devices in accordance with this policy. For the purposes of this policy the term "employee/s" shall extend to cover contractors, volunteers and any person performing work for or with the Shire of Cue in any capacity.

### **General Use of ICT Equipment**

- While Shire of Cue's network administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the corporate systems remain the property of Shire of Cue. Because of the need to protect Shire of Cue's network, the confidentiality of personal (non-work-related) information stored on any network device belonging to Shire of Cue cannot be guaranteed; and
- A degree of personal use is allowed on the Shire of Cue's equipment/devices/systems. Employees should exercise conservative judgment regarding the reasonableness of personal use but should be guided by the following principles:
  - Personal use should be conducted either before or after contracted hours of work or authorised breaks;
  - Personal use should be limited and brief, avoiding excessive download or transmission. An example of acceptable personal use would be conducting brief transactions through internet banking;
  - Personal use should not breach anything in this policy, particularly relating to the downloading of offensive or copyrighted materials;
  - Managers will determine the specific acceptable personal use for their respective business areas as this will differ according to the needs of each group; and

- If there is any uncertainty regarding acceptable personal use then employees should consult their supervisor or manager for guidance.
- For security and network maintenance purposes, authorised individuals may monitor equipment, systems and network traffic at any time, according to the specific nature and requirements of their roles.
- The Shire of Cue reserves the right to audit networks and systems on a periodic basis to ensure system integrity and compliance with this policy.

All emails sent by Shire of Cue staff should include the 'signature' and disclaimer at the foot of the body of the email.

### **Security and Proprietary Information**

- All information stored on the Shire of Cue's corporate systems should be regarded as confidential and care must be exercised before sharing or distributing any information. If there is any uncertainty regarding the level of confidentiality involved then employees should consult their supervisor or manager for guidance;
- Passwords should be kept secure and accounts must not be shared. Authorised users are responsible for the security of their passwords and accounts. Passwords should be changed in accordance with advice from the ICT Team;
- All devices connected to the Shire of Cue's computing systems/networks, regardless of ownership, must be running approved and up to date virus-scanning software; and
- People must use caution when opening files received from unknown senders,.

### **Unacceptable Use**

The information in this policy provides a framework for activities which fall into the category of unacceptable use, but do not represent an exhaustive list. Some users are exempted from these restrictions during the course of carrying out responsibilities related to their role. Under no circumstances is any user authorised to engage in any activity that is illegal under local, state, federal or international law while connected to or utilising the Shire of Cue's ICT systems or resources.

### **System and Network Activities**

The following activities are not permitted:

- Violations of the rights of any person or company/organisation protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the duplication, installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the Shire of Cue or the end user;
- Unauthorised copying or digitising of copyrighted material and the installation of any copyrighted software for which Shire of Cue or the end user does not have an active license;
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws. The appropriate manager should be consulted prior to export of any material where status is unclear;
- Introduction of malicious programs or code into the network or onto devices connected to the network;
- Revealing your account password to others or allowing use of your account by others;
- The Shire of Cue's equipment is not be used for the downloading or distribution of any material that could be considered as offensive. If a user receives such material they should notify their manager and also the ICT Team;
- Making fraudulent offers of products, items, or services, or running private business interests via any Shire of Cue equipment, device or account; and
- Undertaking private work.



The following activities are not permitted unless they are within the scope of regular responsibilities for an expressly authorised role/position:

- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the user is not an intended recipient or logging into a server or account that the user is not expressly authorised to access;
- Executing any form of network monitoring which will intercept data not intended for the user's host;
- Attempting to avoid or bypass the Shire of Cue's network security measures;
- Interfering with any other user's account, by whatever means; and
- Using the system in a way that could damage or affect the performance of the network in any way.

### **Email and Communications Activities**

The following activities are not permitted:

- Except in the course of normal business notifications, sending or forwarding unsolicited electronic messages, including the sending of "junk mail" or other advertising material, jokes, or chain communication to individuals who did not specifically request such material;
- Any form of harassment via electronic/ICT means;
- Unauthorised use, or forging, of email header information;
- Solicitation of communication for any other electronic address, other than that of the poster's account, with the intent to harass or to collect replies;
- Creating or forwarding "chain letters" or "pyramid" schemes of any type;
- Use of any of the Shire of Cue's network or systems for the purpose of generating unsolicited communications;
- Providing information about, or lists of the Shire of Cue's employees to parties outside the Shire of Cue or to personal email addresses;
- Communicating in a manner that could adversely affect the reputation or public image of the Shire of Cue and
- Communicating in a manner that could be construed as making statements or representations on behalf of the Shire of Cue without the Shire of Cue's express permission to do so; and

Users should also endeavour to clean out their Inbox, Sent Items, Deleted Items and other email boxes on a regular basis, by either deletion or saving in the central record system. A size limit per mailbox may be implemented to ensure that the system is functioning optimally.

### **Remote Access**

Users with remote access should be reminded that, when they are connected to the Shire of Cue's network, their machines are an extension of that network, and as such are subject to the same rules and regulations that apply to the Shire of Cue's corporate equipment and systems. That is, their machines need to connect and communicate reliably with the Shire of Cue's network and servers to ensure the security and integrity of data and records.

Users are reminded of the following conditions relating to remote access to the Shire of Cue's system:

- Family members must not violate any of the Shire of Cue's policies, perform illegal activities, or use the access for outside business interests;
- The device that is connected remotely to the Shire of Cue's corporate network should be secure from access by external non-Shire of Cue parties and should be under the complete control of the user;

- The use of non-Shire of Cue email accounts (e.g. Yahoo, Hotmail, Gmail etc.) or other external resources is not permitted for the conduct of Shire of Cue business, thereby ensuring official business is not confused with personal business; and
- All devices (whether personal or corporate) connected to the Shire of Cue's networks via remote access technologies should have up-to-date anti-malicious-code software.

### **Provision and Use of Mobile Phones and Information/ Communication Devices**

Some people will be supplied with a mobile phone and/or other mobile computing device if it is deemed necessary to their position. All mobile devices supplied remain the property of the Shire of Cue and users must not change service providers unless permitted to do so.

Where a mobile device provides an email service, all emails sent or received or otherwise processed via the mobile device that are classified as a record of the Shire of Cue should be through the Shire of Cue's server, to ensure the integrity of the recordkeeping system.

Where the device includes a digital camera, users are to use the technology in a sensible manner. A failure to do so may lead to disciplinary action including possible termination of employment. Employees may also be held criminally liable for their actions.

It is unlawful for drivers to operate a mobile phone and/or other mobile computing device whilst driving. Phone calls may otherwise be made or received providing the device is accessible while mounted/fixed to the vehicle or does not need to be touched by the user. An employee who operates a mobile phone and/or other mobile computing device whilst driving may face disciplinary action including possible termination of employment. Employees may also be held criminally liable for their actions.

### **Consequences of Breaching This Policy**

- Any user found to have breached this policy may be subject to disciplinary action including possible termination of employment. The Shire of Cue may also be obligated to refer any breach of this policy to an external agency where an employee may be held criminally liable for their actions.
- Private/personal or unauthorised use of corporate ICT systems and/or devices may result in the user being obligated to pay any extra costs incurred.

### **Variation to This Policy**

This policy may be cancelled or varied from time to time. All the Shire of Cue's employees will be notified of any variation to this policy by the normal correspondence method. All users of the organisations ICT are responsible for reading this policy prior to accessing the organisations ICT.

## **G6. SOCIAL MEDIA**

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### **Policy Statement**

The Shire of Cue understands the requirement to provide a framework for using social networking sites, including clarity on appropriate conduct, and emphasizes the need for its employees to use good judgement about what appears and its context within these social media venues/spaces.

The objective of this policy is to ensure all the organisation's employees are aware of appropriate professional and personal social media conduct to ensure the greatest benefit to the Shire of Cue.

This policy applies to all employees and contractors (whether paid or unpaid) at the Shire of Cue who access social media for professional or social purposes whether via personal devices or those supplied by the Shire of Cue.

Social Media means forms of electronic communication (e.g. Web sites for social networking and microblogging) through which users create online communities to share information, ideas,

personal messages, and other content (e.g. videos). Some examples include (but are not restricted to) Facebook, Pinterest, LinkedIn, Twitter; YouTube, and Foursquare.

### **Social Media Use for the Shire of Cue Purposes**

Shire of Cue may direct specified employees to use social media for the Shire of Cue purposes.

Only employees with appropriate training and knowledge who are expressly authorised by the Chief Executive Officer may use social media for the Shire of Cue purposes.

If a person is provided with express permission by the Chief Executive Officer to use social media s/he must provide information that is truthful, accurate and in the interests of the Shire of Cue. S/he must not disclose anything that is financial or technical information, commercially sensitive information, personal information about employees, or any information about customers, suppliers or members of the general public.

Employees who are required to use social media in the course of their work must:

- Use spell check and proof read each post;
- Understand the context before entering any conversation;
- Know the facts and verify the sources;
- Be respectful of all individuals and communities with which the person interacts with online;
- Be polite and respectful of other opinions;
- Seek to conform to the cultural and behavioural norms of the social media platform being used;
- If a mistake is made, the person must correct it quickly by disclosing it was a mistake (including the particulars of the correction) and inform his/her supervisor; and
- Understand and comply with any directions given by the CEO on topics that are not to be discussed for confidential, operational or legal reasons.

A person required to use social media who has been trained and given express permission by the Chief Executive Officer should always be aware that the Shire of Cue may be liable for any posts made. Accordingly s/he should always seek guidance from his/her supervisor or the Chief Executive Officer if s/he is ever unsure about stating or responding to something on a social media site.

### **Records Personal/Private Use of the Shire of Cue's Corporate Sites**

An employee cannot comment on behalf of the Shire of Cue unless expressly authorised by the Chief Executive Officer. If the person wishes to broadcast something (either as an initial broadcast or a response) then a request to the Chief Executive Officer (or his/her authorised delegate) must be made.

A person of the Shire of Cue is able to share links that the Shire of Cue has posted on the social media sites, or submitting a "like" action, or comment on an event, initiative and/or program, provided that it is in the best interests of the Local Government.

### **Personal/Private Use of Non-Shire of Cue Sites**

Employees at the Shire of Cue are permitted reasonable use of social media for personal/private purposes on the condition that it does not interfere with the performance of their work.

Employees who use social media for personal/private purposes must not infer or state they are speaking on behalf of the Shire of Cue and are reminded that any inappropriate postings or actions carried out on social media may result in disciplinary action.

### **Consequences of Breaching this Policy**

The policy constitutes a lawful instruction to all of the organisation's people, and breaches may lead to disciplinary action or termination by the Shire of Cue or referral to appropriate external authorities where applicable. People who breach the policy may also be personally liable for their actions.

## Variation to this Policy

This policy may be cancelled or varied from time to time. All the Shire of Cue's employees will be notified of any variation to this policy by the normal correspondence method. All users of social media (be it for personal or professional purposes) within the organisation are responsible for reading this policy prior to accessing social media.

## **G7. DRUG AND ALCOHOL POLICY**

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### Policy Statement

#### The Shire of Cue's Commitment

The **Shire of Cue** and its employees must take all reasonable care not to endanger the safety of themselves or others (including customers) in the workplace. Alcohol and other drug usage becomes an occupational safety and health issue if a worker's ability to exercise judgment, coordination, motor control, concentration and alertness at the workplace is impaired.

For the purposes of this policy, the term "employee/s" shall extend to cover contractors, volunteers and any person performing work for or with the **Shire of Cue** in any capacity.

#### The Individual's Responsibility

Under the *Occupational Safety and Health Act 1984* (the OSH Act), workers must take reasonable care of their own safety and health and not endanger the safety and health of others at the workplace. The consumption of alcohol and/or drugs while at work is unacceptable, except in relation to any authorised and responsible use of alcohol at workplace social functions. Employees are required to present themselves for work and remain, while at work, capable of performing their work duties safely. An employee who is under the influence of alcohol and/or drugs at the workplace, or is impaired, may face disciplinary action including possible termination of employment.

#### Reporting Requirements

Employees must report to their employer any situation where they genuinely believe that an employee may be affected by alcohol and/or other drugs.

#### Drug Use on the Premises

Employees who buy, take, or sell drugs on **the Shire of Cue's** premises, may be found to have engaged in serious misconduct. Such behaviour may result in disciplinary action up to and including dismissal. Employees who have been prescribed medication/drugs by a medical practitioner that could interfere with their ability to safely carry out their role must inform their manager or Human Resources and disclose any side effects that these medication/drugs may cause.

For the purposes of this policy, the term "premises" shall extend to cover all items of council vehicle and plant.

#### Drug/Alcohol Treatment Programs

Where an employee acknowledges that they have an alcohol or drug problem and are receiving help and treatment, the **Shire of Cue** may provide assistance to the employee.

- The **Shire of Cue** will allow an employee to access any accrued personal or annual leave they are undergoing treatment. And;

- The **Shire of Cue** will take steps to return an employee to their employment position after completion of the treatment program, if practicable in the circumstances.

Where an employee acknowledges that they have an alcohol or drug problem and are receiving help and treatment, the line manager or members of senior management, will review the full circumstances and agree on a course of action to be taken. This may include redeployment to suitable alternative employment, or possible termination from employment if the employee is unable to safely carry out the requirements of their role.

#### Managers' Responsibilities - Consumption of Alcohol at Work Sponsored Functions

Team managers shall:

- encourage their people to make alternative arrangements for transport to and from work prior to the function;
- ensure that the following is made available: - Low alcohol beer, soft drinks and water - Beverages: Tea, Coffee and Food;
- if the manager believes a person may be over the BAC 0.05 limit, assist the person with safe transport home (including contacting a family member or arranging a taxi); and
- if the manager has to leave the function early, appoint a delegate to oversee the rest of the function.

#### Pre-Employment Medical Tests

As part of the recruitment selection criteria, preferred candidates for employment positions may be required to attend a medical assessment which includes drug and alcohol testing.

#### Identification of Impairment & Testing

If the **Shire of Cue** has reasonable grounds to believe that an employee is affected by drugs and/or alcohol it will take steps to address the issue.

Reasonable grounds may include (but are not limited to), where an employee's coordination appears affected, has red or bloodshot eyes or dilated pupils, smells of alcohol, acts contrary to their normal behaviour, or otherwise appears to be affected by drugs and/or alcohol.

If the **Shire of Cue** suspects that an employee is under the influence of drugs and/or alcohol it may pursue any or all of the following actions:

- direct an employee to attend a medical practitioner and submit to a medical assessment to determine whether the employee is fit to safely perform their duties;
- require that an employee undergo drug and alcohol testing administered by a representative of the **Shire of Cue**;
- direct an employee to go home.

A medical assessment may include a drug and/or alcohol test. Testing shall be conducted in accordance with the Australian Standard AS/NZS 4308:2008 - Procedures for specimen collection and the detection and quantitation of drugs of abuse in urine.

In circumstances where an employee indicates the consumption of prescription or pharmacy drugs, the **Shire of Cue** may request further information from the medical practitioner conducting the assessment about the effects and proper usage of the prescription or pharmacy drugs being taken. The **Shire of Cue** may direct the employee to go home following the medical assessment until it can be established that they are fit to undertake their duties.

If an employee refuses to attend a medical examination or refuses to submit to an alcohol or drug test, the employee will be immediately directed to go home. Refusal to attend a medical assessment or refusal to go home constitutes a breach of this policy and may result in disciplinary action being taken against the employee up to and including the termination of employment.

### Tolerance Levels

For Alcohol: A confirmed breath alcohol concentration reading of equal to or greater than 200 micrograms (0.02) of alcohol per litre of breath constitutes a positive test.

For Drugs: A confirmed drug test reporting levels of drug or metabolites that exceed designated cut-off levels constitutes a positive test. Cut-off levels are as follows:

Amphetamine	50 ng / ml
Cocaine & metabolites	50 ng / ml
THC (Cannabis)	25 ng / ml
Opiates	50 ng / ml

### Return of Positive Test Result

The following steps are to be taken where an employee who has submitted to a medical assessment returns a positive test result for alcohol and/or drugs:

- The employee tested and the supervisor (or respective employer) will be informed of the result;
- A disciplinary discussion will take place in accordance with the disciplinary policies and procedures of the **Shire of Cue**.

An employee who returns a positive test will be in breach of this policy. A breach of this policy may result in disciplinary action being taken against the employee up to an including the termination of employment.

### Education, Training & Awareness

The **Shire of Cue** will provide education and training to all employees at the workplace about the effects of alcohol and other drugs and their risks to safety and health.

Line managers will be given training that they may identify situations where an employee is potentially misusing alcohol or drugs.

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.. Contacts at outside agencies where help can be obtained will be made readily available to all employees via the Local Government noticeboards.

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

### Consequences of Breaching this Policy

An employee engaged by the **Shire of Cue** who breaches the provisions of this policy may face disciplinary action including possible termination of employment.

### 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.

## **G8. CORPORATE UNIFORM, DRESS CODE, & HYGIENE AT WORK POLICY**

### **Policy Statement**

The type of clothing and standard of dress for the Shire of Cue's employees varies according to roles and safety requirements. This policy provides parameters regarding appropriate types of clothing, standards of dress and related matters.

### **Commitment**

The Shire of Cue is committed to presenting itself in a professional manner as well as maintaining a safe and healthy working environment for its employees. This policy aims to fulfil such a commitment by providing clarity in relation to personal clothing and hygiene standards. For the purposes of this policy the term "employee/s" shall extend to cover contractors, volunteers and any person performing work for or with the Shire of Cue in any capacity.

### **Compulsory Uniform/Protective Clothing**

The Shire of Cue will require employees to wear a uniform. The Shire of Cue will provide the uniform at no cost to the employee. An allowance may be provided for the purchase and maintenance of a uniform, this is set at each budget. The following applies in relation to compulsory wearing of Shire of Cue uniforms:

- The employee is responsible for ensuring their uniform is kept clean and presentable. Any employee who fails to wear the required uniform when presenting for duty may be sent home to change and may not receive payment for the time they are not at work;
- Uniforms shall be replaced if it is determined by an appropriate officer that they are no longer suitable for use due to ordinary wear and tear;
- If an employee's uniform is damaged the employee may be entitled to a replacement uniform or an additional one-off allowance. An employee may not be entitled to a replacement uniform or an additional one-off allowance if their uniform has been damaged due to neglect or misconduct. In such cases the employee will be responsible for the replacement costs of the uniform; and

### **Additional Requirements Relating to Protective Clothing**

An employee may be instructed to wear protective clothing by an appropriate officer. Employees will be issued with protective clothing by the Shire of Cue. An employee must not modify, alter or change protective clothing under any circumstances unless they are directed to do so by an appropriate officer.

### **Wearing of Uniform out of Hours**

Primarily uniforms are to be worn only during working hours and employees should take care to refrain from wearing uniforms outside of work. Employees must recognise that when wearing the uniform they are recognised as representing the Shire of Cue. Employees must adhere to the Shire of Cue's Code of Conduct, policies and procedures if they are wearing the uniform outside of work.

An employee must refrain from consuming alcohol whilst wearing a Shire of Cue uniform unless alcohol consumption has been sanctioned by an appropriate officer. Employees who consume alcohol or act in an inappropriate manner whilst wearing a uniform may face disciplinary action.

### **Acceptable Standards of Dress**

Employees who are not required to wear uniforms must present for work in a professional manner and be suitably attired for their work activities. The standard for both men and women is smart business dress.

Smart business dress for work may include, tailored trousers, tailored skirts, collared business shirts, tailored shorts, tailored jackets, dresses, blouses, smart/business shoes, socks, appropriate underwear, belts and ties.

Smart business dress for work does not include; low cut or sheer tops, tops that expose the midriff, shorts that expose the buttocks, thongs, bare feet, singlets, faded jeans, frayed jeans, board shorts or other items of clothing deemed unsuitable by an appropriate officer.

The following items may be acceptable provided they do not pose any possible hazard to health and safety at work or deviate significantly from the image required in the given work area.

- Clothing worn to comply with cultural or religious practices;
- Tattoos or body piercings; and
- Jewellery.

An Employee's hair should be neat and tidy and kept in a clean condition. Employees with long hair may be required to tie it back or wear a hair net at the request of an appropriate officer.

### **Casual Dress Days**

On "casual dress" days, "smart casual" is the minimum required standard. Further guidance is available from the respective line manager.

### **Unacceptable Standards of Dress**

The following items are unacceptable at the Shire of Cue:

- Clothing that contains messages or designs that may be offensive to others including but not limited to items of clothing which may be considered racist, sexist or derogatory; and
- Body tattoos that contain messages or designs that may be offensive to others including but not limited to tattoo's which may be considered racist, sexist or derogatory.

### **Tax Deductibility**

The Shire of Cue's uniform has been entered on the Register of Approved Occupations clothing, meaning the expenditure incurred by a paid employee in relation to their uniform can be claimed as a tax deduction.

### **Personal Hygiene**

Employees are responsible for ensuring that they maintain good standards of personal hygiene whilst at the workplace. Clothes should be laundered to a reasonable standard and employees should be respectful of others and minimise strong body odour, perfumes and colognes when attending the workplace.

Where problems are identified in working arrangements or facilities or with the health and safety of the individual, these must be reported to a responsible person immediately.

All matters relating to personal hygiene will be handled sympathetically and discreetly.

### **Consequences of Breaching This Policy**

This policy constitutes a lawful instruction to all of the organisation's people and breaches may lead to disciplinary action or termination by the Shire of Cue. People who breach the policy may also be personally liable for their actions.

### **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.



## **G9. STAFF RENTAL AGREEMENTS AND HOUSING BONDS**

(NOTE: the word tenant refers to staff members only)

### Bonds

The Shire of Cue lets the premises to the tenant on the condition that the tenant pays a bond and rent (as set by the Council from time to time or as negotiated by the Chief Executive Officer) regularly and on time.

If applicable bonds will be held until the end of the lease and any portion of the bond may be used to pay for damages to the property caused by the tenant and for the payment of any rental arrears at the time of the rental termination.

### Rent Reviews

Rental charges will be reviewed during the normal budgetary process. The Council may choose to increase or decrease rental charges in accordance with the rates and charges set out in the annual budget. In accordance with the Residential Tenancies Act if any increase in rent takes place the Shire will give the tenant sixty (60) days notice in writing.

### Rental Conditions

Premises may only be used for residential purposes unless the Chief Executive Officer gives prior approval for other activities.

Rooms may not be sub-let but more than one employee may agree to cost share.

Premises must not be used for any illegal activities or in a manner that causes a nuisance to other people.

Tenants may not structurally alter the premises in any way without Council permission (alter or add to the premises).

The tenant must maintain the premises in a clean and tidy condition at all times. The tenant is responsible for repairing any damage caused to the premises by the tenant or anyone occupying the premises with the tenant's permission.

Any damage must be reported to Chief Executive Officer within three (3) days of the damage occurring.

Lawns and gardens must be maintained by the tenant, unless otherwise stipulated in an employment contract, to a reasonable standard and all rubbish must be removed from the property.

The shire will pay water charges if the gardens are adequately maintained.

The tenant must ensure that the premises are free from rats, mice cockroaches and other vermin. The shire will attempt to eradicate any white ant, Singapore ant or termite problems.

The tenant is responsible for all electricity, gas, water and telephone charges other than what is permitted in or in an individual contract or employee Agreement.

### Insurance Coverage

The premises will be covered under the shire's insurance policies, however tenants must take out their own contents insurance if they want to protect their belongings.

The tenant must not do or permit anything to be done which would increase the risk to the Shire of suffering any loss or damage to person or property in respect to the rental premises.

#### Vacating the Property

Two (2) weeks notice must be given when vacating the premises. Rental charges will still apply for this period or the bond will be withheld if no notice is given.

All keys (including duplicates) must be returned to the shire office.

Premises must be in the same condition when the tenant leaves as they were at the beginning of the tenancy.

If a shire house is provided as part of a condition of employment, the termination of that employment will result in the immediate termination of the rental agreement. In this instance staff will be given fourteen (14) days from the date of dismissal to vacate the property.

#### Inspections

Inspection of the premises requested by the shire is to occur within seven (7) days of the request at a time that is convenient to the tenant.

Inspections will be carried out every six (6) months.

#### Contract Breaches

Where an ordinary tenant is in breach of any of the above conditions, the shire reserves the right to immediately terminate the tenancy agreement. Tenants will be given fourteen days (14) notice to vacate the premises.

Where an employee breaches any of the tenancy conditions a notice will be issued and the employee will have fourteen (14) days to correct the breach. If the problem is not rectified the shire will take further action which may include eviction.

## **G10. STAFF VACANCIES – ADVERTISING**

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The Chief Executive Officer is to assess a vacant position in accordance with the Position Description and consider any internal applicants suitability for the vacant position. If an internal applicant meets the requirements of s5.40 of the Local Government Act they may be offered the vacant position.

Where there are no suitable internal applicants or the Chief Executive Officer considers external advertising to be more appropriate to attain a better range of applicants, the position should be advertised on electronic job sites, the shire web site and in regional or state newspapers as deemed appropriate.

## **G11. CHIEF EXECUTIVE OFFICER PERFORMANCE REVIEW**

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- G11.1 The Chief Executive Officer Review will be carried out by the Council which has the role of meeting at least once each year with the Chief Executive Officer to review the officer's performance in accordance with the criteria specified in the Chief Executive Officer's contract of employment. The Review will be conducted under the guidance of an external Employee Relations consultant selected by the Council.

The Council shall discuss their concerns in a civil and frank manner with the Chief Executive Officer with due regard to natural justice and fairness and record all matters raised and responses, in writing.

The object of the meetings is to ensure both parties are aware of any concerns held by the parties and to ensure that the Council and the Chief Executive Officer operate as a team for the benefit of the local government.

- G11.2 The Council will employ a consultant to facilitate the Chief Executive Officer's review.

## **G12. EMPLOYMENT OF AN EMPLOYEE'S SPOUSE/PARTNER OR FAMILY MEMBER**

It is not an uncommon practice in smaller or remote areas for a husband and wife team (or partner) to be working for the same local government. This might occur as a consequence of the other being appointed to a senior position with the Shire of Cue and the need (and availability) of suitable persons to do the second job on offer. Disruption to the organisation when they both move on can be fairly severe.

The shire will ensure there is a transparent process for the selection of a new employee in the circumstance when one of the applicants is a relative or partner of an existing senior employee. It is the intention of this policy to remove as far as possible any perception as to conflict of interest.

Whilst acknowledging the provisions of Sections 5.40 and 5.41 of the Local Government Act 1995, the shire requires the officer to remove himself/herself from the selection process should one of the applicants for a position with the shire be a spouse, partner or close relative.

## **G13. EMPLOYEE INCENTIVE SCHEME**

In recognition of labour shortages, the Shire of Cue participates in the evolutionary process of redeveloping itself into an Employer of Choice.

An integral component of this strategy is the Council's capacity to offer incentives to employees.

- G.13.1 A pay increase of \$10,000 per annum to all full time permanent employees over and above their current rate and on the following basis:

- A \$5,000 increase after 6 months completed service (inclusive of a probation period).
- A further \$5,000 after 12 months completed service.
- The two increases are subject to the employee having a satisfactory performance assessment. The CEO will develop KPI's that are to be achieved in order to be eligible for the incentive scheme.
- The continuance of the increase is subject to satisfactory performance and achievement of KPI's reviewed at the time of each increment then annually.
- The increase is paid in arrears on a fortnightly basis and is taxed as an allowance.
- The increase ceases to be paid when an employee ceases to be employed by the Shire of Cue and there is no further claim against the incentive scheme.

- G13.2 The shire wherever possible and necessary, will supply housing for its employees to encourage the employee to settle in the town. The Chief Executive Officer will negotiate housing or accommodation requirements with the position applicant.

- G13.3 The shire will make an allowance of up to \$2,500 per annum to subsidise electricity costs that accrue due to the high energy use. Records will be kept of each eligible employee and electricity costs claimed over a financial year.
- G13.4 The Chief Executive Officer may consider supplying some of its premises with basic furniture needs to cater for employees.
- G13.5 The Shire of Cue will modify the conditions of service for all employees so that the shire will match on a dollar for dollar basis voluntary superannuation contributions by employees up to a maximum of 5% of salary.
- G13.6 The Shire of Cue will provide employee's who are either purchasing their own home or renting privately with an allowance equal to the subsidised rent payable by staff who rent a Shire House. (for example if an employee pays \$70 rent for a Shire house the Shire will pay an employee a taxable allowance of \$70 if he or she is renting privately or purchasing a home)
- This housing allowance will be reviewed at each budget period and it will reflect the rate of rent set for the subsidised Shire owned housing rental.
- The housing allowance will cease upon the termination of the employee's employment.

## **G14. STAFF VEHICLE USE**

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### *OBJECTIVE:*

To clarify the conditions of use for shire supplied vehicles by staff and Councillors and to ensure that the vehicles are also available for staff and Councillors for Council business during normal business hours.

### *DEFINITIONS:*

"Fully Maintained" means that the shire meets all costs associated with the operation of the vehicle during all approved use. This includes the costs of licensing, insurance, fuels and oils, tyres and servicing by an authorised service centre.

"Shire Supplied" means a vehicle either purchased or leased by the shire.

### *TYPES OF USE:*

Vehicles are negotiated by the Council for the Chief Executive Officer or by the Chief Executive Officer for other employees.

Vehicle type and use will be negotiated under the following categories:

"Unrestricted Private Use" – means a fully maintained shire supplied vehicle allocated for use by an Officer for private purposes outside of working hours including periods of approved leave within the State of Western Australia or as otherwise provided in Employment Contract.

"Commuter Use" – means a fully maintained shire supplied vehicle for the purpose of commuting between the officer's place of employment and residence.

## *STANDARD CONDITIONS OF USE:*

1. The authorised officer is responsible for ensuring that the vehicle is kept in a clean and tidy condition at all times. The costs of washing and vacuuming the motor vehicle will be met by the officer.
2. The vehicle is to be regularly serviced.
3. All fuel must be claimed either using the shire's fuel cards or the Chief Executive Officer's credit card. Fuel purchased by cash cannot be reimbursed unless a receipt is provided relative to the official or contracted use of the vehicle.
4. The vehicle may be driven by a spouse, partner or associate provided the officer is in the vehicle and has given permission for the other person to drive the vehicle.
5. The officer / Councillor, whilst the vehicle is being driven by that officer / Councillor, their spouse or partner, accepts responsibility for any vehicle damage if the shire's Insurer rejects liability on the grounds of the driver not complying with ANY CONDITION CONTAINED WITHIN the insurance policy.
6. The officer / Councillor, whilst the vehicle is being driven by that officer / Councillor, their spouse or partner, will be responsible for any traffic infringements or parking fines received.
7. The vehicle is to be stored off the street, secure (locked) and where possible, under cover.
8. During office hours the vehicle is to be available for staff to utilise for business purposes, and, with the Officer's agreement, for Councillors to use for official business, unless the officer's negotiated salary package specifically states otherwise.
9. Officers not entitled to use the vehicle on annual leave are required to relinquish the vehicle at the conclusion of their final working day prior to going on leave and collect it on the morning of their first working day after the conclusion of their leave.
10. The officer is generally entitled to use the vehicle for rostered days off and public holidays, unless the officer's negotiated salary specifically states otherwise.

## **BREACH OF CONDITIONS OF USE:**

If the officer responsible for the vehicle fails to meet any of the conditions of use, the Chief Executive Officer may, after considering the seriousness of the non-compliance, withdraw the use of the vehicle for other than work related activities for a period considered appropriate by the Chief Executive Officer.

Any such action shall be notified in writing to the officer and a copy placed on the officer's personnel file.

## **G15. ROSTERED DAYS OFF – NINE DAY FORTNIGHT**

This policy applies to full time staff employed on the basis of a 38 hour week as per the Local Government Award.

Staff will work sufficient time over a period of nine days so as to accumulate sufficient time for the tenth day to be taken as a rostered day off.

Staff will work 8.5 hours per day except for the Friday of work which is an 8 hour day. Each day a 30 minute unpaid lunch break is to be taken.

No overtime payments are applicable for any time worked for the purpose of accruing time for a rostered day off and no payment will be applicable for acting in a higher duty position in respect of a rostered day off.

Managers and Coordinators are responsible for rostering staff so that there are sufficient staff on duty at all times.

Rostered days off can only be worked with the prior approval of the department Manager. Where an employee works a rostered day off the manager and the employee are responsible for scheduling the accrued day to be taken prior to the next rostered day falling due, wherever possible.

Rostered days off may only be permanently rescheduled by mutual agreement between the employee and their Manager. In every case final approval rests with management.

### **PROVISION OF LEAVE**

Under this policy the rostered day off shall be credited as an unpaid non-working day for all purposes.

Where an employee becomes ill on their rostered day off it would be treated the same as becoming ill on a weekend (Saturday or Sunday) for staff employed from Monday to Friday.

For the purpose of taking a single day's leave: outdoor staff employed on a 38 hour week will work 8.5 hours per day except for the Friday of work which is an 8 hour day.

Workers compensation shall be treated in the same manner as the other forms of approved leave. A rostered day off falling due on a public holiday will generally be transferred to the next working day.

Where a rostered day off falls within a period of leave this rostered day off is deemed to be taken.

Where an employee is required to work on their rostered day off, another day off will be granted or overtime paid by mutual agreement.

Council reserves the right to vary or revoke this policy.

## **G16. RELOCATION EXPENSES TO CUE – NEW PERMANENT FULL TIME EMPLOYEES**

This Policy applies only to permanent, full time employees.

(a) Where furniture and belongings are transported by a removal company:

- 1 The best value of three furniture removal quotes is accepted.
- 2 The shire will meet up to \$7,000 of the total cost payable in two halves.

50% on arrival and 50% after 12 months service.

- 3 If less than 12 months service is given the employee is to reimburse the shire the removal costs on a pro-rata i.e. after 6 months service

50% of the 50% which has been paid is to be refunded by the shire.

- (b) Where furniture and belongings are transported by the new employee's own arrangements:

- 1 The new employee be invited to furnish a detailed claim of the expenses incurred with the Chief Executive Officer.

Arrangements as detailed in (a) 2) and 3) above apply except if the claim is \$500 or less in which case the amount claimed be paid.

## **G17. STAFF USE OF OFFICE FACILITIES / EQUIPMENT FOR PERSONAL USE**

1. There should be no private use of shire equipment by employees for commercial gain.
2. The shire equipment may be utilised by staff for personal use, with the discretion of this use subject to individual circumstances and with approval of the MWS or Chief Executive Officer.
3. All shire equipment should be marked clearly to identify it as belonging to the Shire of Cue and returned to the facility taken from within the period of time agreed (preferably on the weekend or Rostered Days Off).
4. Any employee found utilising equipment outside of the circumstances approved by the MWS or Chief Executive Officer or utilising the equipment in such a manner to be considered negligent or profiteering, that employee will forfeit future access to any shire equipment.

## **G18. EMERGENCY SERVICES CALL OUT POLICY**

This policy demonstrates a level of support to volunteers in their community service commitment.

- 1 Absences during the employees normal days Monday to Friday are to be a paid absences.
- 2 Absences after normal work days between 5pm up to midnight – are not to be a paid absence.
- 3 Call-outs after midnight resulting in a less than a ten (10) hour break until normal work resumes being a paid absence up to the ten hour threshold *after which the employee is reasonably expected to resume duty.*

For example, a callout at 2am concluding when the employee returns home at 4am, requires a ten hour break from 4am to 2pm, where the four (4) hours from 8am to midday will be a paid absence and where the employee is expected to return to work at 2pm and be paid for the balance of the day in normal course.

- 4 Call-outs on weekend or at a time which is not a work day are not a paid day or paid time absence.

## **G19. LOSS OF MOTOR VEHICLE LICENSE**

An employee who loses their motor driver's license or has that license suspended or it expires and the person cannot legally drive a motor vehicle, the loss, suspension or expiry shall be reported immediately to the employee's supervisor or the Chief Executive Officer.

The employee will be given two weeks to rectify the situation and demonstrate to the Supervisor or Chief Executive Officer that they have regained that license. Should the employee fail to comply then a notice of termination of employment may be served unless circumstances apply as determined by the Chief Executive Officer.

## **G20. CUSTOMER SERVICE CHARTER**

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### **OBJECTIVE**

This Customer Service Charter aims to communicate the standards we strive to deliver to our customers. Our customer service principles are backed up by service level commitments which we measure.

We value you as our customer, and have introduced this Charter as an expression of our commitment to providing a high standard of service and ensuring consistency and sustainability in service delivery.

### **PRINCIPLES**

At the Shire of Cue we pride ourselves on service excellence. Our customers are our residents, visitors, ratepayers, businesses and workers. We strive to achieve excellent customer service and satisfaction. We aspire to be connected to our customers and our community through being inclusive and provide outstanding service delivery across all sectors of the organisation.

#### **Our commitment to you**

- Providing prompt, friendly and efficient customer service
- Constantly looking at ways to improve our customer service
- Offering customer friendly systems and processes
- Actively seeking your feedback to ensure that your needs are being met.

#### **Our service provision**

- Council staff will be available to answer your telephone call from Monday to Friday, between the hours of 8.00am and 4.30pm and aim to answer calls within 5 rings
- We aim to ensure that 75% of enquiries made in person at our customer service counter are attended to within ten minutes
- We will respond to your written correspondence within 10 days. If the issue is complex we will keep you informed of our progress

#### **When you deal with the Shire we will:**

- Be helpful and courteous
- Act with integrity and honesty
- Provide you with clear, accurate and timely information
- We will always treat you with respect and welcome your feedback on our services, our processes and our people
- We will treat your personal information with confidentiality

#### **You can help us by:**

- Being courteous and respectful to our staff
- Respecting the rights of other customers
- Being complete and accurate in your dealings with us
- Working with us to find solutions
- Providing us with positive feedback when you have received excellent customer service
- Letting us know if our services are not meeting your expectations so that we can make improvements



## **Making a complaint**

If we fall short in our service delivery or make a mistake we encourage you to bring your concern to our attention so that we can address the matter promptly and to your satisfaction.

If your issue is still not resolved and you remain dissatisfied, we will refer you to the most appropriate complaints body.

## **CONSEQUENCES**

This policy represents the formal policy and expected standards of the Shire of Cue. Unless appropriate approvals are obtained, deviations from the policy may invoke disciplinary action to be taken.

## **ROLES AND RESPONSIBILITIES**

It is incumbent on all staff that the customer service charter is to apply in our everyday activity to not only public and external third parties but also amongst fellow staff and Council.

## **G21. RECORD KEEPING POLICY**

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### **RECORD KEEPING POLICY**

#### ***Creation of Records:***

All elected members, staff and contractors will create full and accurate records, in the appropriate format, of the shire's business decisions and transactions to meet all legislative, business, administrative, financial, evidential and historical requirements.

#### ***Capture & Control of Records:***

All records created and received in the course of the shire's business are to be captured at the point of creation, regardless of format, with required metadata, into appropriate recordkeeping and business systems, that are managed in accordance with sound recordkeeping principles.

#### ***Security and Protection of Records:***

All records are to be categorized as to their level of sensitivity and adequately secured and protected from violation, unauthorized access or destruction, and kept in accordance with necessary retrieval, preservation and storage requirements.

#### ***Access to Records:***

Access to the shire's records by staff and contractors will be in accordance with designated access and security classifications. Access to the shire's records by the general public will be in accordance with the *Freedom of Information Act 1992* and the shire's Policy. Access to the shire's records by elected members will be via the Chief Executive Officer and in accordance with the *Local Government Act 1995*.

#### ***Appraisal, Retention & Disposal of Records:***

All records kept by the shire will be retained and disposed of in accordance with the General Disposal Authority for Shire of Cue Records, produced by the State Records Office.

### **ELECTED MEMBERS MAIL**

- Mail addressed to a named elected members is to be put into the elected members pigeon hole located in the administration office.
- If the mail is addressed to the position e.g. The President without naming the person, then it is to be handled the same as other mail, then placed in the pigeon hole for the member.

## **G.22 PUBLIC COMPLAINTS**

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### **Philosophy**

Complaints from members of the public are valuable opportunities to identify ways to improve services. The complaints handling protocol is designed to achieve the following:

- To contribute to continuous improvement of our services
- To inform customers of their rights and obligations
- To seek for the customer an early and satisfactory resolution

### **Scope of this policy**

This policy is limited to complaints by residents, ratepayers, visitors or stakeholders. It is not intended to cover complaints by staff or elected members, nor does it deal with objections and appeals against Council decisions.

### **What is a complaint?**

A complaint for the purposes of this policy is feedback from a customer or stakeholder alleging that the Shire of Cue or an employee has:

- Failed to do or provide something that should have been done or provided;
- Behaved inappropriately.

Examples of feedback from members of the public that should not be considered complaints include:

- A report by a resident of something that needs attention (e.g. a pot hole or washaway) unless they have previously reported the issue and it has not been attended to in a timely manner
- Suggestions for improvement.

### **Types of complaints**

These protocols deal with the 3 most common forms of complaint:

- Informal complaint (usually in person or by telephone)
- Formal complaint (using complaint form, or written complaint)
- Feedback from community consultation processes.

### **Other Avenues for Complaint Resolution**

Customers must be made aware of other complaints handling mechanisms available to them. These mechanisms include:

- The State Ombudsman will investigate complaints of perceived maladministration, but if a complaints handling process exists the Ombudsman will generally encourage complainants to access that process first.
- The Department of Shire of Cue will consider complaints involving a perceived failure to comply with the Shire of Cue Act or Regulations.
- The Equal Opportunity Commission will act on complaints of perceived unlawful discrimination.
- Public Question Time at Council Meetings is one means of allowing members of the public to ask questions of the council.
- Elected members may follow up concerns raised by members of the public, but will generally suggest that constituents access the complaints handling process first.

### **Informal complaints**

Informal complaints will be oral, either by telephone or in person. Informal complaints cannot be made about an Elected Member or a Member of Staff. Complaints should be dealt with wherever possible by the person taking the call or dealing with the inquiry. The staff member dealing with the complaint should:

- Establish the nature of the customer's concern

- If the customer has not received or been provided with something to which they are reasonably entitled, arrange for immediate access to that service
- Where it is clear that we have made a mistake or behaved inappropriately, apologise
- Seek resolution
- Ask the customer if they are happy with the outcome
- If the customer is not satisfied refer them to the CEO
- Enter the outcome in the complaints register
- Complete any agreed follow up action
- Record details of the complaint even if there is no basis for or truth to the complaint.

### **Formal Complaints**

Formal complaints are those in writing. Formal complaints will be handled as follows:

- All formal complaints will be referred immediately to the CEO except if the complaint is against the CEO in which case the complaint is referred to the Shire President.
- The CEO will instigate investigation of the circumstances of the complaint.
- The investigation may include:
  - Personal interview with the complainant;
  - Interview with affected staff
  - Examination of documents and records
- The CEO will advise the complainant of the outcome. This will always include a written response, but may also include a personal interview with the complainant if this will assist resolution.
- The CEO will record the outcome of the investigation in the complaints register, including any changes required to prevent recurrence and improve future service;
- The CEO will ensure that all follow up action is completed
- The CEO may decide not to investigate a complaint by a person declared vexatious by the Council.

### **Customer Surveys**

Public surveys or community consultations will from time to time identify specific complaints or concerns about the quality of service provided. All relevant complaints identified in this way will be referred to the CEO for follow up.

This may include:

- If the customer has identified themselves, contact the customer and follow the steps described for an informal complaint;
- If the customer is not identified in the survey examine processes and procedures relevant to the complaint, and make changes if appropriate;
- Record the outcome of the investigation in the complaints register, including any changes required to prevent recurrence and improve future service;
- Complete any follow up action.

### **Filing of complaints**

Copies of reports on complaints will be held centrally in the Complaints Register.

### **Confidentiality**

The Chief Executive Officer will take all reasonable steps to protect the confidentiality of complainants. There may be occasions where complaints will result in disciplinary action against staff members.

The principles of industrial law and natural justice require that an employee in this circumstance is aware of the nature of a complaints made against them, which in some cases will reveal the identity of the complainant.

### **Protection of complainants**

The Chief Executive Officer will ensure that there is no retribution by employees against members of the public who make a complaint. Any such action by staff will be treated as serious misconduct and will result in disciplinary action.

## **Vexatious complainants**

If the Chief Executive Officer receives a large number of complaints, derogatory comments or unsubstantiated allegations in the form of questions from a particular individual, and the Chief Executive Officer considers that the complainant is vexatious, the Chief Executive Officer may make a recommendation to Council that the person be deemed a vexatious person.

The Chief Executive Officer may choose not to investigate complaints from declared vexatious persons.

*Definition of vexatious – an abuse of process, to harass or annoy, to cause delay or detriment (Refer Vexatious Proceedings Act 2002)*

## **Complaints against the Chief Executive Officer or Elected Members**

Complaints alleging inappropriate action or behaviour by the Chief Executive Officer should be directed to the Shire President.

Complaints alleging inappropriate action or behaviour by an elected member should be directed to the Chief Executive Officer.

The complaint has to be a formal complaint where the complainant is required to provide their name, address and the nature of the complaint. The complaint should be in a sealed envelope addressed to the Shire President or CEO and marked Private & Confidential. This will ensure that the complaint will be delivered unopened.

The responsible person is to inform the defendant of any complaint received so that natural justice can prevail regardless if the responsible person believes any allegations are without merit.

The responsible person will follow the procedures detailed for a formal complaint process. The responsible office may also invoke the vexatious clause if he / she determines the complaint to be derogatory, defamatory or without substance. If the responsible person deems that the complaint is vexatious he / she will provide a copy of the complaint to the defendant.

The defendant reserves the right to instigate legal proceedings against a complainant if the complaint is of a type deemed serious enough to cause personal harm

## **Access to this policy**

Copies of this policy will be available to members of the public on the shire website.

## **G23. SMOKE FREE WORKPLACE**

### **Objective**

To ensure that staff are not adversely affected by smoking in the workplace.

### **Policy**

The Shire of Cue workplace is a non-smoking area and applies to all persons including staff and visitors to the workplace. All buildings and Shire provided accommodation are declared smoke free and all staff and members of the public shall refrain from smoking therein.

All Shire owned vehicles (station sedans, utilities, trucks, plant etc.) are declared as smoke free and no personnel shall smoke or permit smoking in those vehicles whether alone or travelling with passengers.

Managers and supervisors are responsible for ensuring compliance with this smoke-free workplace policy for areas and personnel under their responsibility. All staff are responsible for ensuring visitors comply with this policy. Any staff member or visitor who is in breach of this policy will be requested to stop, and reminded of their responsibilities under this policy. Staff members who continue to breach this policy will be subject to disciplinary action. Visitors who refuse to comply with this policy will be asked to leave.

## **H1. HALL/COMPLEX BOOKINGS**

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- H.1.1 Use of the hall and complex facilities is to be available to as many local organisations as practicable and monopolising of prime booking times by any organisation is to be avoided when there are other organisations seeking to use the facilities.
- H.1.2. Sporting clubs, art groups and other community organisations can enter into short-term agreements with the shire to use the facilities on a regular basis at a reduced fee.
- H.1.3 Bookings for cabarets, dances or similar functions should be made no earlier than four weeks before the date of the function. Where a second application is received within one week, the Chief Executive Officer shall decide the successful applicant having regard to policy number one (1) of this part.
- H.1.4 Bookings accepted on a regular basis may be cancelled to allow special events at the discretion of the Chief Executive Officer.
- H.1.5 The bond, and fees are reviewed annually in the schedule of fees and charges.
- H.1.6 The Chief Executive Officer has authority to waive hire fees for fund raising or other events by local community groups or local persons or for other events in extraordinary circumstances.

## **H.2 FLYING OF SHIRE / AUSTRALIAN FLAGS**

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- H.2.1 The Australian and shire flags are to be flown by shire staff, on the shire flagpoles.
- H.2.2 On the death of a long time distinguished local identity, the Chief Executive Officer has the discretion of flying the shire flag at half mast from the shire flag pole and on the day of mourning, the Australian flag may be flown at half mast.

## **H.3 WATER STANDPIPE**

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- H.3.1 The shire has priority over all other users.
- H.3.2 Users of the standpipe water will be charged a service fee to cover the shire operating costs. This fee is to be reviewed with the shire's other fees and charges on an annual basis.
- H.3.3 The hours of usage by other than the shire is restricted to business hours only. This may be waived in emergency situations and approved by the Chief Executive Officer with associated costs charged to the user.

## H.4 SHIRE LOGO

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The Shire logo and traditional shield are reserved for use on official shire documentation only.

## H.5 CUE COMMUNITY BUS

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- H.5.1 The community bus must be inspected by an appropriate staff member prior to and after each hire ensuring that the log book is filled out.
- A checklist of the inspection will be completed each time and retained as evidence to justify the return of any bond.
- H.5.2 The hire conditions for the community bus are as follows;
- a) There will be NO SMOKING on the community bus.
  - b) The Hirer must possess a current "LR" Class License.
  - c) The person(s) hiring the bus will ensure that all due care is taken with the bus at all times and will also be responsible for the insurance excess in the event of an accident (Excess amount as per the shire insurance policy).
  - d) That the person hiring the bus to take another person for driving license tests is responsible for the bus at all times.
  - e) In the event of an accident, if the driver of the bus has a blood alcohol reading above the legal limit, the shire will not take liability.
  - f) The bus is hired with a full tank of fuel and must be returned with a full tank of fuel.
  - g) The bus is hired out clean and tidy and must be returned in the same condition.
  - h) Any bond to be refunded can be collected in due course from the shire office once the bus has been inspected (bonds are not refunded in cash).
  - i) The free use of the bus for medical hire is for *preventative medical screening not available in Cue* and only if the number of attendees is greater than can be transported by a single motor vehicle.
  - j) This policy is to be laminated and fixed for display inside the bus at all times and each time the bus is hired, this Policy is to be signed by the hirer and kept with the bus hire records
- H.5.3 The community bus is permitted to travel on gravel roads during daylight hours in certain circumstances at Council's discretion and based on road conditions, however the bus must not be used for any other purpose than passenger transport. Failure to comply will result in forfeiting of the bond and the hirer being banned from further hire opportunities.
- H.5.4 The CEO is authorised to approve appropriate requests from local community groups to use the community bus where fees are waived.

## **H.6 HISTORICAL PHOTOGRAPHIC COLLECTION**

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- **Background**

The photographic collection was assembled and researched by Cue locals, and in particular, Mrs. Gwen Price. It was collected between 1991 and 1997. Her contribution will continue to be acknowledged with a plaque displayed prominently within the collection.

- **Ownership of Photographs**

The photographs in the collection are displayed by the Shire of Cue. Many of the images in the collection belong to third parties and have restrictions placed on their use. Reproduction of these images without prior permission may infringe copyright.

- **Copies of Photographs for Personal Use**

Members of the public may request copies of particular photographs. Generally this will be because they include a member of their family or a place or building of significance to their family history. Requests for copies of photographs will be considered as follows:

- **Photographs from other collections**

Photographs used by permission from other collections will be referred to the image owner with the relevant reference information (Identification Numbers)

- **Photographs belonging to third parties**

Photographs forming part of the Shire of Cue Historical Collection, where the image is owned by a third party, but not part of a formal collection, may be copied if there is no stipulation from the image owner that they cannot be reproduced.

- **Photographs belonging to the Shire of Cue**

Photographs forming part of the Shire of Cue Historical Collection where the image is also owned by the Shire of Cue may be copied for personal use only.

The printer will charge reproduction costs.

The Shire of Cue does not impose any additional charges.

The Chief Executive Officer may design a form for the purpose of processing these requests.

- **Copies of Photographs for Publication**

Requests for copies of photographs to be used in a publication will be considered as follows:

- Each request will be considered by the Council on its merits;
    - The image may be used a single time only, and any subsequent use must be considered as a separate request;
    - The Shire of Cue will be provided with a free copy of the publication;
    - The Shire of Cue may specify from time to time a 'reproduction fee' for successful requests;
    - Consideration will include the promotional value to Cue of the publication, and whether the publication will in any way diminish the value of the collection.

- **Donation of Photographs**

Members of the public will from time to time donate additional photographs to the collection.

When photographs are donated, staff will gather as much information as possible including:

- When taken and the names, if known, of people in the photograph;
- Confirmation that the person donating the photograph owns the image; and
- Whether there are any limitations on its subsequent use.

The CEO may design a form for the purpose of gathering this information.

- **Maintaining the Historical Photograph Collection**

Photographs from the Battye Library are available for display at the shire's discretion.

Visitors to the collection are not permitted to photograph anything in the collection. This does not prevent general photography at Council events.

The collection is to be reviewed by a professional photographic restoration company every 2 - 3 years where any damages are to be repaired and where the photo is to be replaced with a new copy of the same image should repair or restoration not be possible.

## **H.7 ADDITIONAL OFFICE CLOSURES**

Shire office closures, outside of gazetted closures may be authorised by the Chief Executive Officer for exceptional circumstances.

## **H.8 ANIMALS IN SHIRE BUILDINGS**

Animals are not permitted to be kept on any council controlled property other than shire residences. This excludes licensed dogs for the blind. Approval for dogs at the Tourist Park for tourists is covered under separate policy. Dogs on streets or other public property is also covered under separate Acts.

## **H.9 CITIZEN OF THE YEAR AWARD**

### **Policy**

Each year an individual in the Shire of Cue will be eligible for the Premier's Australia Day Active Citizenship Award.

The recipient will be selected from people who have made a noteworthy contribution since the closure of the previous nomination period, or given outstanding service to the local community over a number of years through active involvement.

The Australia Day Council of WA provides this award each year for presentation in the Shire of Cue on Australia Day.



The winners will have been judged to have shown active citizenship and:

- Significant contribution to the Cue Community
- Demonstrated leadership on a community issue resulting in the enhancement of community life
- A significant initiative which has brought about positive change and added value to community life
- Inspiring qualities as a role model for the community

Nominees should reside principally within the Shire of Cue. Generally a person cannot receive the award twice. Unsuccessful nominees may be nominated in future years.

Sitting members of State and Federal Governments are not eligible.

Shire of Cue members maybe considered only if the award relates to non-Shire of Cue activities.

Nominees must agree to being nominated for the award.

Nominations open during the month of October with the deadline being the last Friday in November. The winner of the Premiers Australia Day Active Citizenship Award will be selected from nominations received from the community with a 'Confidential' report being prepared for Council consideration at the Ordinary meeting of Council in December of each year.

The Shire of Cue will hold the award ceremony on a night on or around the 26<sup>th</sup> of January in Cue. Nominees will receive a certificate of recognition with the winner receiving a certificate and an award.

# EMERGENCY MANAGEMENT – Section - I

## I.1 RESTRICTED AND PROHIBITED BURNING TIMES AND CHIEF BUSH FIRE OFFICER

I.1.1 The shire has adopted the following restrictive burning dates:

### Town

Restricted burning times	01 October	-	30 November
Prohibited burning times	01 December	-	31 March

### Outside Town Boundary

Restricted burning times	All year		
Prohibited burning times	01 November	-	30 April

1.1.2 In accordance with the Bush Fires Act, the Chief Executive Officer (as appointed from time to time) is appointed Chief Bush Fire Control Officer or other designated officer (as appointed from time to time) is appointed Deputy Chief Bushfire Control Officer.

## I.2 GRADER USE AS PROTECTIVE PLANT IN A BUSH FIRE

- I.2.1 Should a shire grader be called upon to assist in fire fighting, the driver will be entitled to retain discretion as to the use of the grader and not proceed through scrubland in order to avoid potential damage to shire equipment.
- I.2.2 The grader must always be accompanied by a support vehicle while carrying out duties of a bushfire nature.

## I.3 NOTIFICATION TO ALL FIRE CONTROL OFFICERS OF THE DFES INCIDENT NUMBER

The Chief Bush Fire Control Officer will notify all Fire Control Officers of the DFES incident number.

## I.4 BUSH FIRES ADVISORY COMMITTEE MEETINGS

The Bush Fire Advisory Committee meet annually in October and as required in emergency situations.