

# Policy Manual

As of October 2024

# POLICY MANUAL

## **INTRODUCTION**

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This Policy Manual has been prepared to provide Council with a formal written record of all policy decisions.

This Policy Manual aims to;

- provide staff with precise guidelines in which to act in accordance with Council's wishes;
- enable staff to act promptly in accordance with Council's requirements but without continual reference to Council;
- enable Councillors to adequately handle enquiries from electors but without undue reference to the staff or Council;
- enable Council to maintain a continual review of Council policy decisions and to ensure they are in keeping with community expectations, current trends and circumstances; and
- enable ratepayers to obtain immediate advice on matters of Council Policy.

As new policies are adopted, or existing policies amended, the manual will be updated with the issues of new pages in order that the manual can be kept current.

The manual will be reviewed annually to ensure that the policies are consistent with Council's current policy position.

**Chief Executive Officer**

Rebranded Version: July 2018  
Reviewed: October 2021

## Record of Additions/Amendments

Date	Addition/Amendment	Made By:
19.07.18	Addition of Policy 3.6 "Communication and Social Media".	Melissa Schilling
20.09.18	Replace Policy 3.5 "Acceptable use for employees of the internet" with "Use of Information and Communication Technology (ICT) Resources".	Melissa Schilling
23.10.18	Addition of Policy 3.7 "Elected Member Training, Conferences and Seminars".	Melissa Schilling
19.12.19	Renumber Policy 6.4 "Community Bus Hire" as 6.3	Melissa Schilling
19.12.19	Renumber Policy 6.5 "Hire of Buick" as 6.4	Melissa Schilling
19.12.19	Minor changes as per Annual Review	Melissa Schilling
26.02.20	Add of Policy 1.9 Dress Codes for Citizenship Ceremonies	Melissa Schilling
20.03.20	Add of Policy 3.8 Payment to Employees Absent from work during a pandemic	Melissa Schilling
17.04.20	Add of Policy 2.12 COVID19 Financial Hardship Policy	Melissa Schilling
01.09.20	Changes to 9.1 - allocated card holders	Melissa Schilling
22.06.20	Addition of Policy 9.4 "Crossovers"	
01.09.20	Addition of Policy 3.9 "Attendance at Events"	Melissa Schilling
01.09.20	Policy 3.7 replaced with "Elected Member Professional Development "	Melissa Schilling
20.10.20	Changes to Vehicle and Fuel Usage Policy	Melissa Schilling
20.10.20	Addition of Policy 9.5 Light Vehicle Fleet Replacement	Melissa Schilling
23.11.20	Addition of Policy 9.6 Acquisition of Road Building & Other Commodities from non-Shire Controlled Land	Melissa Schilling
22.12.20	Amendments to Purchasing Policy 2.7 to reflect new Tender Threshold	Melissa Schilling
22.12.20	Deletion of Policy 4.5 due to duplication of 4.1	Melissa Schilling
21.04.22	Policy 9.5 Redefining vehicle choices	Melissa Schilling
03.05.22	Policy 2.2 Updates to signing purchase orders	Melissa Schilling
27.05.21	Addition Policy 3.10 Appointment of Acting Chief Executive Officer	Melissa Schilling
27.05.21	Addition Policy 3.11 Additional Compassionate Leave Allowance in Prescribed Circumstances	Melissa Schilling
27.05.21	Renaming of 7.2 to Community Engagement	Melissa

		Schilling
27.05.21	Policy 1.4 Updated to include new ISO standard	Melissa Schilling
17.06.22	Policy 3.2 Changes to reflect increased mandatory contributions	Melissa Schilling
23.06.21	Policy 8.4 Clarification around designated days and authorisation for CBFCO	Melissa Schilling
19.08.21	Policy 6.3 Amended with information re: Seniors' Bus use	Melissa Schilling
16.09.21	Policy 3.7 Amended to clarify attendance at Conferences and Training	Melissa Schilling
28.10.21	Policy 3.1 Item ii increase travel allowance per km from .78c to .80c	Melissa Schilling
28.10.21	Policy 3.7 Item ii increase travel allowance per km from .78c to .80c	Melissa Schilling
27.07.22	Remove Policy 5.2 and 5.3 and replace with updated Outbuildings, Shipping Containers and lean tos	Melissa Schilling
18.08.22	Remove Policy 5.4 and revise/renumber to 2.13 Waiving of Fees	Melissa Schilling
11.10.22	Update Policy 8.2 Harvest and Vehicle Movement Bans	Melissa Schilling
11.10.22	Update Policy 8.3 Burning Periods and Permits	Melissa Schilling
21.03.23	Update Policy 8.5 Firebreaks	Melissa Schilling
24.05.23	Title change from Deputy Chief Executive Officer (DCEO) to Manager of Governance and Community Services	Melissa Schilling
24.05.23	Amendments to Policy 2.2 Signing Purchase Orders	Melissa Schilling
20.06.23	Amendments to Policy 1.4 Risk Management Policy in response to a recommendation from the latest Regulation 17 review	Melissa Schilling
20.06.23	Amendments to Policy 2.3 Supply and Use of Corporate Credit Cards	Melissa Schilling
31.07.23	New Policy 5.4 Local Planning Policy for Heritage Places	Shayna Campbell
25.08.23	Update Policy 2.7 Purchasing	Shayna Campbell
20.10.23	Update 8.1 Bushfire Brigades and Governance Structure	Shayna Campbell
29/05/2024	New Policy 1.1 Working from Home Policy	Shayna Campbell
29/05/2024	New Procedure 1.2 Working from Home Procedure	Shayna Campbell
05/06/2024	Update Policy 4.2 Outside Staff Uniform	Shayna Campbell
27/06/2024	Amendment to Policy titled Retirement/Resignation of Employees – Council Gifts/Functions to Provision of Gratuities in Recognition of Service	Shayna Campbell
27/06/2024	Amendment to Policy 5.2 Outbuildings, Shipping Containers and Lean-Tos	Shayna Campbell

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## 1. General Administration

<b>Policy Name:</b>	<b>1.1</b> Working from Home Policy
<b>Department:</b>	General Administration
<b>Date Adopted:</b>	16 May 2024
<b>Last Reviewed:</b>	

**Preamble** Policy in respect to working from home arrangements applicable to the Shire of Bruce Rock (Shire) staff.

**Objective** To give staff guidance in respect to the process to apply for, eligibility criteria to access, responsibilities associated with, and the management of, working from home arrangements.

**Policy** **Policy Statement and Purpose**  
The Shire is committed to providing flexible and family friendly working arrangements for employees. This policy outlines the circumstances in which a working from home arrangement is appropriate and provides guidance to facilitate the management of such an arrangement.

Working from home is neither an entitlement nor an obligation. Access to this arrangement is subject to the applicant meeting eligibility criteria, the Chief Executive Officer's (CEO) discretion, and business needs.

The costs associated with working from home (including the purchase of furniture, equipment and stationery) are the responsibility of the employee. Exceptions to this include the:

- allocation of laptops to certain positions;
- inclusion of internet services at home as part of some employees' agreed remuneration packages;
- the provision of work mobile phones to certain positions; and
- payment of a telephone allowance, where applicable, in accordance with section 17.6 of the Local Government Officers' (Western Australia) Award 2021,<sup>1</sup> as amended from time to time.

### **Scope**

This policy applies to part-time and full-time, permanent and fixed-term contract employees of the Shire seeking to enter into an arrangement to carry out part or all of their duties from home for a specified period of time, on an as-needed (ad hoc) basis or, in exceptional circumstances, permanently.

For the purpose of this policy, 'working from home' means working away from an employee's ordinary contracted place of employment. A 'home

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<sup>1</sup> An Officer required by the employer to make or receive telephone calls at his or her home by way of contact with the employer or with members of the public, shall be reimbursed the cost of such outward telephone calls, the rental of the telephone over the period of such requirement, and the cost of installing the telephone service at his or her home if that cost is incurred after advice of such requirement.



office' means a designated space for an employee to work while away from the workplace.

### **Application for Working from Home Arrangement**

In order to ensure the safety and wellbeing of its employees, and consistent with the Shire's requirements, an interested employee must apply for a Working from Home Arrangement (Arrangement).

All applications will be considered on a case-by-case basis, in the first instance by the line manager, for subsequent consideration and approval by the CEO. The line manager and employee are responsible for demonstrating that the application meets the eligibility criteria outlined in this policy before it is submitted to the CEO for approval. The CEO will refuse applications that do not meet eligibility criteria or operational requirements.

### **Eligibility Criteria**

Applications to work from home will be assessed according to the following criteria:

- Suitability of the employee's work to be performed off-site.
- The employee being able to demonstrate efficiency and productivity will be maintained or increased as a result of the Arrangement.
- Ability of the employee to complete work within the employee's agreed span of hours, as detailed in their employment contract and the applicable Award.
- The presence of the skills, ability and knowledge to work autonomously.
- The Arrangement not impacting on the productivity of co-workers.
- The Arrangement not impacting on service delivery and customer service.
- The proposed methods for engaging with the employee and assessing their productivity being effective.
- The employee having a suitable home office and access to necessary equipment, internet and IT systems to enable the employee to effectively work from home.

The CEO will also take into consideration the reasons for the employee wanting to work from home.

### **Line Manager Responsibilities**

Where an Arrangement has been approved, it is the responsibility of an employee's line manager to:

- ensure the employee is working in accordance with their Arrangement, and adhering to the Shire's policies and procedures;
- ensure the employee has completed a risk assessment of their home office and other relevant areas (such as the bathroom and kitchen);
- organise and conduct safety inspections of the home office, ensuring reasonable notice is provided to the employee about the inspection;
- review and sign off on records of hours worked (timesheets);
- monitor and review the Arrangement on a regular basis to ensure it is meeting the needs of the Shire and the employee;



- communicate regularly and ensure employees working from home are included in team meetings, and receive all necessary information to undertake their work;
- ensure the work allocation and management are working, and make amendments where deficiencies are identified; and
- accurately document the ownership and usage agreement of Shire equipment and assets (such as laptops) under the Arrangement. Shire laptops are not to be taken home unless an Arrangement is in place.

### **Employee Responsibilities**

Where an employee's application to work from home has been approved, it is the employee's responsibility to ensure they:

- adhere to the Shire's policies and procedures;
- maintain regular contact with their line manager and colleagues, and be contactable during their agreed hours of work;
- meet fitness for work requirements and, if unwell, injured or unable to work due to other reasons, submit a leave request;
- take all reasonable steps to establish a safe working environment and [report any health, safety and wellbeing hazards, near misses and incidents](#);
- maintain accurate and up to date records of hours worked at home within the normal span of hours;
- comply with requests to attend work on days they would normally be working from home from time to time, to attend staff meetings, announcements, client functions and training;
- allow a person, appointed by the Shire, to have access to their home office and related areas from time to time to allow a safety inspection; and
- take all reasonable precautions necessary to secure the Shire's equipment.

### **Working from Home Arrangement**

An employee's terms and conditions of employment remain the same when working from home. This includes hours of work, remuneration, and the requirement to perform their role effectively and efficiently, and to act in the best interests of the Shire. Any variation to hours of work, availability and expectations associated with implementing an Arrangement must be documented in the Arrangement.

Arrangements will be reviewed on a regular basis to ensure they are operating effectively and meeting the requirements of the Shire and the employee. As part of the review process, concerns with the Arrangement may be addressed or, if the Arrangement is unsuccessful, it may be terminated.

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

This policy constitutes a lawful instruction to employees. Any breach of this policy may lead to disciplinary action including, but not limited to, termination of employment.

## **Related Documents**

### Internal

- Code of Conduct

### External

- Local Government Officers' (Western Australia) Award 2021
- Work Health and Safety Act 2020

<b>Policy Name:</b>	<b>1.2</b> Working from Home Procedure
<b>Department:</b>	General Administration
<b>Date Adopted:</b>	16 May 2024
<b>Last Reviewed:</b>	

**Preamble** Procedure in respect to working from home arrangements applicable to the Shire of Bruce Rock (Shire) staff.

**Objective** To provide guidance to staff regarding the procedures involved in applying and reviewing applications to work from home, and to outline the expectations and responsibilities associated with working from home.

**Procedure**

**Scope**  
This procedure applies to fixed-term and permanent, full-time and part-time employees of the Shire seeking to enter into an ongoing, fixed-term or as needed arrangement to carry out part or all of their duties from home.  
For the purpose of this procedure, 'working from home' means working away from an employee's ordinary contracted place of employment. A 'home office' means a designated space for an employee to work while away from the workplace.

#### **Application Process**

All applications will be considered on a case-by-case basis by the line manager for subsequent consideration and approval by the Chief Executive Officer (CEO).

#### Preliminary review by line manager

An employee is required to discuss with their line manager their intention to apply for a Working from Home Arrangement (Arrangement), and to obtain preliminary support for the application from the line manager.

In considering whether to provide preliminary support, the line manager will be required to assess the information provided by the employee in their application, including the following:

- The reasons for the employee wanting to work from home.
- The potential effect of the Arrangement on the employee's productivity.
- The ability of the employee to complete work within the employee's agreed span of hours, as detailed in the employee's employment contract.
- The impact the Arrangement may have on the productivity of co-workers and service provision to the Shire's customers.

- The proposed methods for engagement of the employee with other staff and management.
- The proposed methods to enable management to assess the employee's productivity.
- A description of the proposed working space at home, including advice on whether the employee has access to the necessary equipment, internet and IT systems to be able to effectively work from home.

In addition to the above, the line manager will be required to consider the eligibility criteria outlined in the Working from Home Policy.

#### Application Assessment by the Chief Executive Officer (CEO)

The CEO will aim to provide a written response to all Arrangement applications within 21 calendar days of receiving the application.

When assessing an application, the CEO will consider the eligibility criteria outlined in the Working from Home Policy. In addition, the CEO will need to verify that:

- the employee has completed a risk assessment of their home office and other relevant areas, for example bathroom and kitchen;
- the Shire has conducted a safety inspection;
- a clear communication plan is in place to ensure the employee is included in team meetings and receives all necessary information to undertake their work;
- and the ownership and usage arrangements of equipment and assets are appropriately documented.

The CEO may also consider any other factors related to the Shire's operation or the employee's personal circumstances.

Where an Arrangement application is declined, a written response outlining the reasons for the rejection will be provided to the employee.

#### Approval

Where an Arrangement is approved, the line manager will be responsible for arranging a meeting with the employee and the Manager of Governance and Community Services to discuss the terms and conditions of the Arrangement. A written Arrangement is required for all approved applications and must include the following:

- duration of the Arrangement, including the commencement date, review date and end date;
- days of work, hours of work, and start and finish times or span of hours;
- details of the declared work space;
- confirmation that the employee's terms and conditions of employment remain the same when working from

home and all work governing documents will continue to apply;

- and the notice period (one week) the Shire and the employee are required to give to terminate the Arrangement.

The Arrangement must be signed by the employee, the line manager and the CEO.

### **Trial Period**

Any Arrangement approved under this procedure will be subject to a trial period of three months to ensure it meets the Shire's business requirements and the flexibility required by the employee.

### **During the Life of the Arrangement**

Once an Arrangement has been approved and commenced, it is the line manager's responsibility to:

- ensure the employee is working in accordance with their Arrangement and adhering to the Shire's policies and procedures;
- ensure the employee has completed a risk assessment of their home office and other relevant areas, such as the bathroom and kitchen (see Attachment 1 – Working from Home Risk Assessment Checklist);
- organise independent safety inspections, ensuring reasonable notice is provided to the employee about the inspection (see Attachment 1 – Working from Home Risk Assessment Checklist);
- review and sign off on records of hours worked (timesheets);
- monitor and review the Arrangement on a regular basis to ensure it is meeting the needs of both the Shire and the employee;
- communicate regularly and ensure employees working from home are included in team meetings, and receive all necessary information to undertake their work;
- ensure the work allocation and management are working, and make amendments where deficiencies are identified, and
- accurately document the ownership and usage arrangements of Shire equipment and assets.

The employee will be responsible for ensuring they:

- adhere to the Shire's policies and procedures;
- maintain regular contact with their line manager and colleagues, and be contactable during their agreed hours of work;
- meet fitness for work requirements and, if unwell, injured or unable to work due to other reasons, submit a leave request;
- take all reasonable steps to establish a safe working environment and report any health, safety and wellbeing hazards, near misses and incidents;

- maintain accurate and up to date records of hours worked at home within the normal span of hours;
- comply with requests to attend work on days they would normally be working from home from time to time, to attend staff meetings, announcements, client functions and training;
- allow a person, appointed by the Shire, to have access to their home office and related areas from time to time to allow a safety inspection; and
- take all reasonable precautions necessary to secure the Shire's equipment.

For the duration of a Arrangement, the Shire is not responsible for:

- any liability on the part of a third party who is not an employee at the working from home site, and the employee's personal property.

### **Equipment**

The Shire is not required to supply core equipment or facilities to the employee for the purposes of working from home. It is assumed that an employee entering into an Arrangement has adequate equipment to complete the assigned job (for example, computer, work station and internet access).

Any hardware or software purchased by the Shire remains the property of the Shire and must be returned to the Shire should the Arrangement end or be terminated. Employees using Shire licensed software must adhere to the manufacturer's licensing agreements.

### **Records and Confidentiality**

All records, documents, work papers and work products developed while under the Arrangement are subject to the Shire's governance and privacy policies, procedures and any related processes and practices that apply at the employee's usual place of work.

Confidential and other restricted access materials must not be compromised in any way. Employees who are working from home should take all precautions necessary to secure such materials.

### **Health and Safety**

Under the Work Health and Safety Act 2020 (WA), the Shire is responsible for the health, safety and welfare of an employee at work and while at the home-based work site. The Shire's governing documents, including health and safety policies and procedures apply while the employee is working from home.

If the employee has an accident or is injured while working from home, the accident or injury must be reported immediately. The employee must allow a person, appointed by the Shire, access to their home for the purpose of conducting an investigation.

**Termination**

Working from home is neither an entitlement nor an obligation. The Shire or the employee may terminate the Arrangement at any time and for any reason, with one week's notice.

The Shire will not be held responsible for costs, damages or losses resulting from cessation of the Arrangement.

**Insurance**

An employee who is working from home under an approved Arrangement will be covered by the Shire's insurance if performing work in accordance with the Arrangement in their home office.

**Consequences of Breaching This Procedure**

This procedure constitutes a lawful instruction to employees. Any breach of this procedure may lead to disciplinary action including, but not limited to, termination of employment.

**Variation to This Procedure**

This procedure may be cancelled or varied from time to time. The Shire's employees will be notified of any variation to this procedure in writing.

**Related documents****Internal**

Working from Home Agreement  
Working from Home Policy  
Code of Conduct

**External**

- Local Government Officers' (Western Australia) Award 2021
- Work Health and Safety Act 2020

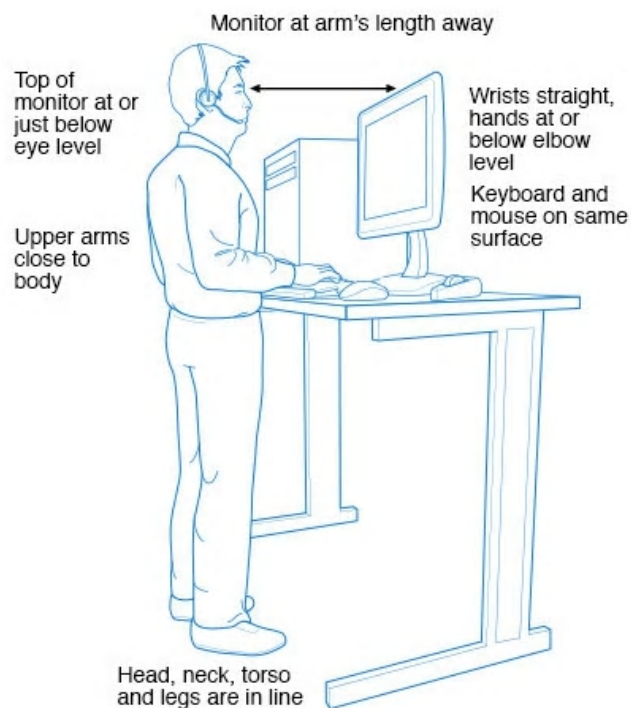
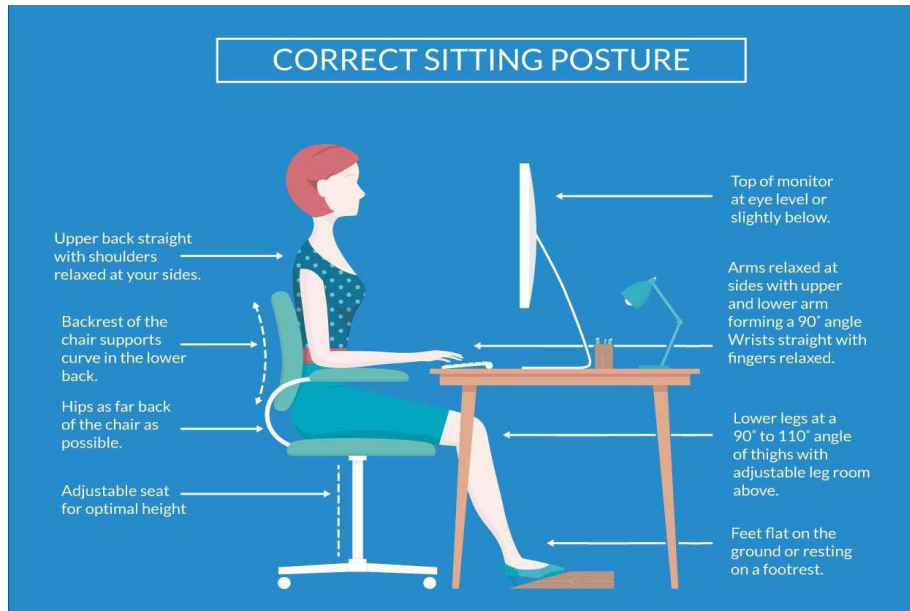


## Attachment 1

### Working from Home Risk Assessment Checklist

Employee Name:

Risk assessment conducted by: Self ☐ Authorised Personnel ☐



Please use the above picture as a guide to assist you in setting up your workstation. While this may not always be practical, it is recommended best practice where possible.

TO BE INSPECTED	YES	NO	ACTION REQUIRED
<b>WORK ENVIRONMENT</b>			
The floor of the work area is levelled and there is limited use of rugs/mats.			
The lighting is adequate for the tasks being performed.			
Ventilation and room temperature can be controlled.			
There is no excessive noise affecting the work area.			
Walkways are clear of clutter and trip hazards, such as trailing electrical cords.			
Security is sufficient to prevent unauthorised entry.			
Power outlets are not overloaded with double adapters and power boards.			
Electrical cords are safely stowed.			
Connectors, plugs and outlet sockets are in safe working order.			
Electrical equipment is free from any obvious external damage.			
<b>NATURE OF TASKS</b>			
Safe posture is adopted.			
Care is taken in lifting, pushing or carrying objects.			
Wrists are kept straight and not supported on any surface while typing.			
Sitting posture is upright or slightly reclined, with lower back supported.			
From the seated position the telephone is within easy reach.			
Long periods of continuous activity are broken by performing other tasks, changing position, standing up and stretching.			
Repetitive actions are not continued for long periods without appropriate breaks. Breaks should be taken after every 30 mins of keyboarding, including standing at least once per hour.			
<b>POLICIES AND PROCEDURES</b>			
The employee agrees to follow all Shire of Bruce Rock policies and procedures while working from home.			
The employee agrees to follow the Shire of Bruce Rock Code of Conduct while working from home.			

The employee's contact details and emergency contact details are up to date.			
The employee will report any hazards and incidents that occur while working from home.			

<b>Policy Name:</b>	<b>1.3</b> Customer Service Policy
<b>Department:</b>	General Administration
<b>Date Adopted:</b>	21 September 2017
<b>Last Reviewed:</b>	18 May 2023

**Preamble** Policy in relation to the service delivery that is expected by all staff when dealing with all customers of the Shire of Bruce Rock.

**Objective** The Shire of Bruce Rock will provide the highest possible level of service to its customers.

Service to customers will reflect Council's Vision and Core Values – Respect, Inclusiveness, Fairness and Equity, and Communication. All activities undertaken at Shire of Bruce Rock are focused on the delivery of service to Council's customers. Therefore, service goes beyond the personal contact staff have with the public and encompasses internal procedures and practices that result in efficient service.

The Customer Service Policy applies to all employees, Councillors, volunteers and contractors of the Shire of Bruce Rock. Customers include all customers whether they are internal or external.

**Policy** Council's primary purpose is the provision of service to both residents and non-residents of the local government area.

**1. External Customers**

All those seeking assistance from the Council will be accorded a high level of service regardless of the manner in which that assistance is sought.

**2. Internal Customers**

Staff will give each other the same level of service as that provided to our external customers, as it is important that internal service standards support the external service delivery.

**3. Courtesy**

Courtesy will be shown in all circumstances in difficult situations where the customer does not show similar courtesy in return, staff have the right to terminate the conversation. Staff will be courteous in their spoken words, body language and demeanor.

**4. Accuracy**

Where there is any doubt about the accuracy of any information, the details will be checked and validated prior to release.

**5. Accountability**

Staff will look for ways to enhance the quality of service they deliver. Concerns about the quality of service will be referred to the next level management.

- 6. Integrity**  
Staff will act with integrity in all their dealings and comply with all provisions of the Code of Conduct for staff.
- 7. Consideration**  
Consideration will be given to the needs of the customer. Staff will be empathetic and respond to the needs of the customer within the constraints of legislation and policy, Council's role and responsibilities.
- 8. Continuous Improvement**  
Impediments to good customer service, when identified, will be addressed.
- 9. Training**  
Training and coaching will be provided on customer service and general communication skills for all new employees and to those who require specific training on an as needs basis.

### **Customer Service Levels**

The Bruce Rock Shire Council is committed to satisfying the needs of the residents of and visitors to the Shire. To achieve this, the following customer services levels are defined;

- Transport
- Waste Services
- Building and Natural Environment
- Recreation and Culture
- Public Safety

### **Responsibility / Accountability**

#### **1. Staff**

Each member of staff is:

- Accountable for the quality of the service they deliver;
- Responsible for identifying and reporting any impediments to delivery of good customer service; and
- Management is responsible for acting upon any identified impediments to the delivery of good customer service.

#### **2. Customer**

Customers are required:

- To treat our staff with courtesy and respect;
- Provide complete and accurate information when making enquiries;
- Leave your contact details if you require feedback;
- Respect the privacy and rights of others;
- By providing constructive feedback; and
- Be considerate by not talking on a mobile phone whilst being served.

#### **3. Human Resources**

- The Manager of Governance and Community Services and Senior Management Team is responsible for arranging any training and/or coaching on customer service and communication skills.

**Head of Power** Nil

<b>Policy Name:</b>	<b>1.4</b> Record Keeping Policy
<b>Department:</b>	General Administration
<b>Date Adopted:</b>	12 February 2004
<b>Last Reviewed:</b>	19 December 2019

<b>Preamble</b>	Policy in respect to record keeping at the Shire of Bruce Rock.
<b>Objective</b>	To give Council guidelines in respect of record keeping in the Shire with regards to the requirements set out in the <i>State Records Act 2000</i> .
<b>Policy</b>	<p><b>Creation of Records</b></p> <p>All Elected members, staff and contractors will create full and accurate records, in the appropriate format, of the Shire of Bruce Rock's business decisions and transactions to meet all legislative, business, administrative, financial, evidential and historical requirements.</p> <p><b>Capture and Control of Records</b></p> <p>All records created and received in the course of Shire of Bruce Rock business are to be captured at the point of creation, regardless of format, with required metadata, into appropriate record keeping and business systems, that are managed in accordance with sound recordkeeping principles.</p> <p><b>Security and Protection of Records</b></p> <p>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.</p> <p><b>Access to Records</b></p> <p>Access to the Shire of Bruce Rock's records by staff and contractors will be in accordance with designated access and security classifications. Access to the Shire of Bruce Rock's records by the general public will be in accordance with the Freedom of Information Act 1992 and Shire of Bruce Rock policy. Access to the Shire of Bruce Rock's records by elected members will be via the Chief Executive Officer in accordance with the Local Government Act 1995.</p> <p><b>Appraisal, Retention and Disposal of Records</b></p> <p>All records kept by the Shire of Bruce Rock will be retained and disposed of in accordance with the General Disposal Authority for Local Government Records, produced by the State Records Office of WA.</p>
<b>Head of Power</b>	State Records Act 2000



<b>Policy Name:</b>	<b>1.5</b> Asset Management Policy
<b>Department:</b>	General Administration
<b>Date Adopted:</b>	21 March 2013
<b>Last Reviewed:</b>	18 May 2023

**Preamble** Policy in respect to the principles of Asset Management of the Shire of Bruce Rocks Infrastructure Assets.

**Objective** To ensure that services delivered by the Shire of Bruce Rock continue to be sustainably delivered. This will be achieved by ensuring that the Infrastructure Assets used to support the service delivery continue to function to the level of service determined by Council.

It will also provide clear direction as to how Council, as custodians of community assets, will manage those assets within an Asset Management Framework.

#### **Definitions**

**Asset** - a physical item that is owned or controlled by Council and provides or contributes to the provision of service to the community (in this context excluding financial, intellectual, and non-tangible assets).

**Asset Management** - the processes applied to assets from their planning, acquisition, operation, maintenance, replacement and disposal, to ensure that the assets meet Council's priorities for service delivery.

**Asset Management Plan** - a plan developed for the management of an infrastructure asset or asset category that combines multi-disciplinary management techniques (including technical and financial) over the lifecycle of the asset. The Asset Management Plan establishes, for each Asset Category:

- Levels of Service (performance, construction, maintenance, and operational standards);
- Future Demand (rational basis for demand forecasting and selection of options for proposed new assets);
- Life Cycle Management Plan (including Operations and Maintenance, Renewals and Replacements, and Expansion and Upgrades);
- Financial Projections;
- Asset Management Practices; and
- Performance Monitoring and Improvement.

**Infrastructure Assets** - includes roads (including bridges and pathways), drainage, parks and nature reserves, buildings, and in-situ plant.

**Level of Service** - meeting community expectations in relation to the quality and quantity of services delivered by Council.

**Life Cycle** - the cycle of activities that an asset goes through while it retains an identity as a particular asset.

**Life Cycle Cost** - the total cost of an asset throughout its life including planning, design, construction, acquisition, operation, maintenance, disposal and rehabilitation costs.

**New** - creation of a new asset to meet additional service level requirements.

**Renewal** - restores, rehabilitates, replaces existing asset to its original capacity. This may include the fitment of new components necessary to meet new legislative requirements in order that the asset may achieve compliance and remain in use.

**Risk** - probability and consequence of an event that could impact on the Council's ability to meet its corporate objectives.

**Upgrade** - enhances existing asset to provide a significant higher level of service.

**Useful Life** - the period over which a depreciable asset is expected to be used.

## Policy

To achieve the policy objective, the Shire of Bruce Rock is committed to ensuring that Asset Management is recognised as a major corporate function within Council, and that staff are committed to supporting the function in line with this policy.

The Shire is committed to making informed decisions in relation to its infrastructure assets. To achieve this, the Shire will prepare an Asset Management Improvement Strategy that will guide the implementation of Asset Management practices across the organisation with the major outcome being the adoption by Council of an Asset Management Plan for major classes of infrastructure assets.

In making informed decisions in relation to infrastructure assets, the Shire will consider the following key principles:

- Philosophy of renewing assets before acquiring new assets and, where possible, rationalising assets that are no longer used or do not provide the necessary level of service required to sustainably deliver the service for which the asset was acquired.
- Prior to consideration of any major refurbishment or improvement to an asset, a critical review of the following shall occur as part of the evaluation process:
  - need for facility (short and long term)
    - Legislative requirements
    - Opportunities for rationalisation
    - Future liability including ultimate retention/disposal
    - Opportunities for multiple use
- All capital projects will be evaluated in accordance with a Capital Evaluation model and take into account capital cost, ongoing cost of maintenance, refurbishment, replacement and operating cost ("whole of life" assessment).
- Management of assets utilising a team approach supported by the multi discipline cross-functional asset management working group.
- Development and implementing a 15-year rolling financial plan that incorporates infrastructure renewal requirements as identified within the various Asset Management Plans.

- The Commitment to involve and consult with the community and key stakeholders when determining service levels.

### **Responsibility and Reporting**

Council - is responsible for approving the following documents (Asset Management Framework):

- Asset Management Policy
- Asset Management Strategy
- Asset Management Plan

Council is also responsible for ensuring (upon recommendation of the CEO) that resources are allocated to achieve the objectives of the framework.

In adopting the asset management plan, Council is also determining the Level of Service for each asset class.

**Chief Executive Officer (CEO)** - is responsible for ensuring that systems are in place to ensure that Council's Asset Management Policy, Strategy and Plan are prepared and kept up to date, reviewed and that recommendations are put to Council (at least annually) in relation to appropriate resource allocation to fulfil the objectives of the framework. The CEO reports to Council on all matters relating to Asset Management.

**Asset Management Working Group (AMWG)** - is responsible for ensuring that Council's Asset Management Strategy is achieved and that the Asset Management Plan is prepared and maintained in line with Council's Policy on Asset Management. Where changes to Council Asset Management Policy, Strategy or Plan are identified, the AMWG is responsible for reporting this for consideration. Where aspects of Council's Policy, Strategy or Plan are not being achieved or adhered to, the AMWG is responsible for reporting non-compliance for corrective action. The Asset Management Working Group reports to the CEO on all matters relating to Asset Management. The Asset Management Working Group is to consist of:

- Manager of Finance
- Manager of Works and Services
- Environmental Health Officer
- Manager of Governance and Community Services

### **Head of Power**

Nil

<b>Policy Name:</b>	<b>1.6</b> Risk Management Policy
<b>Department:</b>	General Administration
<b>Date Adopted:</b>	18 September 2014
<b>Last Reviewed:</b>	15 June 2023

## Objectives

The objective of the Shire of Bruce Rock's ("the Shire's") Risk Management Policy is to identify potential risks before they occur, so that opportunities can be realised, and impacts can be minimised, to ensure the Shire achieves its strategic and corporate objectives efficiently, effectively and within good corporate governance principles.

More specifically, the objectives of this policy are as follows:

- Optimise the achievement of our vision, mission, values, strategies, goals, and objectives.
- Align with, and assist with, the implementation of Shire policies.
- Provide transparent and formal oversight of the risk and control environment to enable effective decision making.
- Reflect 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.

## Policy

It is the Shire's Policy to strive to achieve the best practice it can (aligned with AS/NZS ISO 31000:2018 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 functions will be resourced to match the size and scale of the Shire's operations, will form part of the Strategic, Operational, Project and Line Management responsibilities, and will be incorporated within the Shire's Risk Management Framework and Integrated Planning Framework.

This policy applies to Council, the Shire's Management Team and all employees and contractors involved in Shire operations.

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

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

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

## Definitions

**Risk:** Effect of uncertainty on objectives.

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

Note 2: Objectives can have different aspects (such as financial, health and safety and environmental goals) and can apply at different levels (such as strategic, operational, 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.

## 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 within the Risk Management Framework and are subject to ongoing review in conjunction with this policy.

All organisational risks 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 organisation's appetite and are to be noted within the individual risk assessment.

## Roles, Responsibilities and Accountabilities

The CEO is responsible for the:

- implementation of this policy;
- measurement and reporting on the performance of risk management;
- review and improvement of this policy at least annually and the Shire's Risk Management Framework at least every three years, or in response to a material event or change in circumstances.

The Shire's Risk Management Framework outlines in detail all roles and responsibilities under CEO delegation associated with managing risks within the Shire.

## Monitor and Review

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

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

**Head of Power** Local Government (Audit) Regulations 1996, r.17

**Associated Documents** Risk Management Framework, Risk Profile

<b>Policy Name:</b>	<b>1.7</b> Use of Shire President's Stamp
<b>Department:</b>	General Administration
<b>Date Adopted:</b>	8 February 2008
<b>Last Reviewed:</b>	19 December 2019

**Preamble** Policy in respect to the use of the Shire President's stamp.

**Objective** To give Council guidelines in respect of using the Shire President's stamp.

**Policy** The following guidelines are to be followed for using the Shire President's stamp.

**Circumstances**

- i. Strictly must not be used on cheques;
- ii. To only be used on documents urgently requiring the Shire President's signature; and
- iii. To only be used in the presence of the CEO.

**Record of Use**

- i. Staff are to record each time the stamp is used in a register; and
- ii. This list will then be taken to Council for endorsement the following month.

**Description of Registry**

- i. Date,
- ii. Person using stamp,
- iii. Description of document stamp used on,
- iv. Signature of person using stamp,
- v. Signature of CEO, and
- vi. Date of endorsement (entered after Council meeting).

**Head of Power** Nil



<b>Policy Name:</b>	<b>1.8</b> Affixing the Common Seal
<b>Department:</b>	General Administration
<b>Date Adopted:</b>	21 September 2017
<b>Last Reviewed:</b>	19 December 2019

**Preamble** Policy in respect to affixing the Shire of Bruce Rock Common Seal.

**Objective** To give Council staff guidelines in respect of affixing the Shire of Bruce Rock Common Seal.

**Policy** The following guidelines are to be followed for affixing the Shire of Bruce Rock Common Seal.

**Documents requiring the Common Seal may include, but shall not be limited too:**

- iv. Sale of Shire owned land for which a Council resolution is required expressly stating that the legal document be signed and sealed and the transaction finalised;
- v. Legal Agreements;
- vi. A Town Planning Scheme and any other Town Planning Scheme amendments;
- vii. Documents relating to land matters including lodgements of caveats, memorials, leases, transfers, deeds, licences, covenants, easements and withdrawal of instruments;
- viii. Local Laws;
- ix. Service Agreements;
- x. Any other documents stating that the Common Seal of the Shire is to be affixed.

**Record of Use**

- iii. Staff are to record each time the seal is used in a register; and
- iv. This list will then be taken to Council for endorsement the following month.

**Description of Registry**

- vii. Date,
- viii. Person using seal,
- ix. Description of document seal used on,

- x. Signature of person using seal,
- xi. Signature of CEO, and
- xii. Date of endorsement (entered after Council meeting).

### Method of Affixing the Common Seal

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

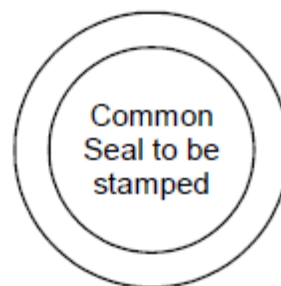
Example A: Where the Common Seal is Affixed by Resolution of Council

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

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

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

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



Example B: Other Documents

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

The Common Seal of the Shire of Bruce Rock was affixed in the  
presence of:

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

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



**Head of Power**      Local Government Act 1995

<b>Policy Name:</b>	<b>1.9</b> Flags – Flying and Half Masting
<b>Department:</b>	General Administration
<b>Date Adopted:</b>	18 December 2014
<b>Last Reviewed:</b>	19 December 2019

**Preamble** Policy in relation to guidelines for flying flags.

**Objective** To provide protocol with regards to the flying of flags in the Shire of Bruce Rock.

**Policy** ***Flying the Flag***  
In accordance with Australian flag flying protocols, the Australian National Flag should be displayed in a manner befitting the national emblem. It should not be subjected to indignity or displayed in a position inferior to any other flag or ensign. The Flag normally takes precedence over all other national flags when flown in Australia. It should always be flown aloft and free and should not be allowed to fall or lie upon the ground.

The Shire of Bruce Rock Administration Office has the capacity to fly three (2) flags at any one time, as such, in accordance with protocols, the Australian flag should always be flown on the centre flagpole.

The Australian flag may only be displayed at night if illuminated.

***Special Occasions Flags***

The Aboriginal flag will be flown during NAIDOC week and National reconciliation Week.

The Shire also has a West Australian Flag and a Shire flag available to be flown if there is an occasion requiring it.

***Half-Masting of the Flag***

The Shire of Bruce Rock will observe federal and state instruction with regard to half-masting the Australian flag on days of significance or in remembrance of persons or events.

In addition to this, the Shire of Bruce Rock will half-mast the Australian flag to recognise the death of current or former Councillors and current employees of the Shire of Bruce Rock, on the day of their funeral.

The half-mast position will depend on the size of the flag and the length of the flagpole. The flag must be lowered to a position recognisably half-mast to avoid the appearance of a flag which has accidentally fallen away from the top of the flagpole. An acceptable position would be when the top of the flag is a third of the distance down from the top of the flagpole.

It should be noted that when the Australian Flag is half-masted no other flag shall be flown higher than it (all other flags must be half-masted or not flown at all).

<b>Head of Power</b>	None
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<b>Policy Name:</b>	<b>1.10</b> Use of Shire Owned Drone
<b>Department:</b>	General Administration
<b>Date Adopted:</b>	18 December 2017
<b>Last Reviewed:</b>	18 May 2023

**Preamble** Policy in relation to guidelines for use of Shire Owned Drone less than 2kg.

**Objective** To List Guidelines in Relation to Shire Owned Drone usage.

**Policy** The following guidelines are to be followed when the Drone is in use:

1. Not to be hired or borrowed for private use or other party
2. Only to be used for Council events/purposes
3. Not to be used commercially
4. Not to flown within a 1km radius of the Bruce Rock Airstrip
5. Authorised staff to operate Drone are as follows:
  - CEO
  - MGCS
  - MOW&S
  - EA
  - CDO
  - Brockman Williams
6. Must be flown in accordance with the CASA regulations:
  - You must only fly during the day, not at night.
  - You must only fly by visual sight of (VLOS) – close enough to see, maintain orientation, and achieve accurate flight and tracking.
  - You must fly no higher than 120 meters (400feet) from above ground level.
  - You must not fly any closer than 30 meters away from other people.
  - You must not fly in a prohibited area or in a restricted area without the permission of the responsible authority.
  - You must not fly over populous areas such as beaches, parks and sporting ovals.
  - You must not fly within 5.5kms of a controlled aerodrome-one with an operating control tower.
  - You must not fly in the area of a public safety operation without approval of a person in charge of the emergency response. This includes situations such as car crash or any police, firefighting or search and rescue operations.
  - You must only fly one RPA at a time

**Head of Power** Civil Aviation Safety Association

<b>Policy Name:</b>	<b>1.11</b> Dress Code for Citizenship Ceremonies
<b>Department:</b>	General Administration
<b>Date Adopted:</b>	20 February 2020
<b>Last Reviewed:</b>	

<b>Preamble</b>	Policy in respect to setting of a Dress Code for attendance at Australian Citizenship Ceremonies held by the Shire of Bruce Rock.
<b>Objective</b>	This Dress Code outlines the Shire of Bruce Rock's expectations for conferees and guests attending Shire of Bruce Rock Citizenship Ceremonies.
<b>Policy</b>	Citizenship Ceremonies are an important event where you make your commitment to Australia. It is expected that the Councillors and staff will dress in formal or smart casual attire. It is recommended that conferees and their guests are dressed in formal or smart casual clothing to reflect the significance of the ceremony. National or traditional costume is also acceptable.
<b>Head of Power</b>	Australian Citizenship Act 2007 Australian Citizenship Regulation 2016 Australian Citizenship Ceremonies Code Revised 2019

## 2. Finance

<b>Policy Name:</b>	<b>2.1</b> Signatories on Shire Accounts
<b>Department:</b>	Finance
<b>Date Adopted:</b>	8 February 2007
<b>Last Reviewed:</b>	18 May 2023

**Preamble** Policy regarding signatories authorised to operate the Shire of Bruce Rock's (Shire) bank accounts.

**Objective** To determine the Elected Members and officers authorised to be signatories to the Shire's bank accounts and to have access to internet banking.

**Policy** Two signatures are required for the operation of the Shire's bank accounts.

Council authorises the following Elected Members and officers to be signatories to the bank accounts:

- Shire President
- Deputy Shire President
- Chief Executive Officer
- Manager of Governance and Community Services
- Manager of Corporate Services
- Executive Services Manager
- Senior Finance Officer

Internet banking access will be provided to the following Elected Members and officers:

- Shire President
- Chief Executive Officer
- Manager of Governance and Community Services
- Manager of Corporate Services
- Executive Services Manager
- Senior Finance Officer
- Finance and HR Officer (viewing and file uploads only)
- Finance Officer (viewing and file uploads only)

**Head of Power** Local Government Act 1995, section 6.10  
Local Government (Financial Management) Regulations 1996, regulation 12(1)

<b>Policy Name:</b>	<b>2.2</b> Signing Purchase Orders
<b>Department:</b>	Finance
<b>Date Adopted:</b>	13 March 2003
<b>Last Reviewed:</b>	20 July 2023

**Preamble**                      Policy in respect to who is authorised to sign purchase orders on behalf of Council

**Objective**                      To give Council guidelines in respect of who is authorised to issue purchase orders for items that have been itemised in the budget.

**Policy**                              Purchase orders can only be signed by;

<b>Position</b>	<b>Maximum (ex GST)</b>	<b>Authorising Manager for Expenditure over Limit</b>
Chief Executive Officer	As per Budget	
Manager of Governance and Community Services	As per Budget to a maximum of \$150,000	Chief Executive Officer
Manager of Finance	As per Budget to a maximum of \$150,000	Chief Executive Officer
Manager of Works and Services	As per Budget to a maximum of \$249,999	Chief Executive Officer
Environmental Health Officer	As per Budget to a maximum of \$150,000	Chief Executive Officer
Senior Finance Officer	As per Budget to a maximum of \$500	Manager of Finance
Depot Manager	As per Budget to a maximum of \$5,000	Manager of Works and Services
Roads Team Leader	As per Budget to a maximum of \$5,000	Manager of Works and Services
Town Crew Leader	As per Budget to a maximum of \$5,000	Manager of Works and Services
Aquatic Centre Manager	As per Budget to a maximum of \$1,000	Manager of Governance and Community Services
Recreation Centre Manager	As per Budget to a maximum of \$5,000	Manager of Works and Services
Practice Manager at Health Centre	As per Budget to a maximum of \$1,000	Manager of Governance and Community Services
Building Maintenance – Leading Hand	As per Budget to a maximum of \$1,500	Environmental Health Officer
Bruce Rock Supermarket Supervisor	As per Budget to a maximum of \$15,000, supermarket stock only	Manager of Finance

Purchase orders can only be issued for items that have been specified in the adopted budget for that financial year.



Any orders issued for amounts exceeding items listed in the budget, must be authorised by the CEO, MGCS or Manager of Finance.

**Head of Power**

Local Government Act 1995 s.6.10

Local Government (Financial) Regulations, r. 11

<b>Policy Name:</b>	<b>2.3</b>	<b>Supply and Use of Corporate Credit Cards</b>
<b>Department:</b>	Finance	
<b>Date Adopted:</b>	8 December 2005	
<b>Last Reviewed:</b>	15 June 2023	

**Objective** The purpose of this policy is to ensure that corporate credit cards are issued and used appropriately, and all expenses incurred are properly approved and acquitted.

**Policy** The following two employees of the Shire of Bruce Rock (Shire) will be provided with a corporate credit card:

- the Chief Executive Officer: and
- one staff member whose responsibilities do not include the approval and acquittal of credit card expenses, or the investigation of the alleged misuse of a credit card.

The provision of credit cards to these staff members (the cardholders) is to facilitate and simplify the purchasing process for minor purchases, travel expenses, accommodation expenses, direct debit subscriptions, training courses and other business-related goods and services, where the use of a credit card is more efficient than the use of a cheque, cash or an electronic funds transfer.

**Process** **Issuing of credit cards**  
Council is responsible for endorsing the issuing of the corporate credit cards and determining the limit of each facility, based on the cardholders' business needs.

**Credit card use agreement**  
An agreement is to be signed between the cardholders and the Shire setting out the cardholders' responsibilities when using the credit cards.

**Policies**  
The cardholders are to be provided with all policies relating to the use of the credit cards.

**General terms of use**  
The credit cards are only to be used to purchase goods and services on behalf of the Shire. The goods and services purchased must be necessary for the operation of the Shire.

In a situation where a cardholder is seeking to use the card to pay for a work related good or service that could be perceived as providing a personal benefit (such as membership of a professional organisation), approval must be obtained from the Manager of Finance.

Expenditure on entertainment using a credit card is permitted, so long as the expenditure is:

- necessary to perform a valid business activity; and
- reasonable in that the expense is prudent and not excessive.

The credit cards are **not** to be:

- used for personal expenditure;
- used for cash withdrawals; or
- transferred to other users.

In purchasing goods or services by facsimile, telephone or over the internet, the cardholders are to exercise reasonable caution to prevent the misuse of the credit cards by third parties.

### **Reward schemes**

Any rewards earned through the use of the credit cards are not to be used for the personal benefit of the cardholders. Rewards are to be used in a manner that benefits the Shire.

### **Cardholder responsibilities**

The cardholders are to ensure that:

- all purchases made using the credit card are in accordance with this policy; and
- each purchase is evidenced with a receipt and purchase order.

### **Responsibilities of Manager of Finance**

The Manager of Finance is to:

- review and approve credit card expenditure on a monthly basis;
- ensure the balance of the credit cards are paid in full each month to eliminate any interest charges;
- present a detailed list of credit card expenses to Council at its monthly ordinary meetings;
- approve the proposed use of credit card rewards, if available; and
- maintain a register of credit cards. Such register must include information on the card number, expiry date of the credit card, credit limit, and details of the goods and services the cardholder has authority to purchase.

### **Loss of credit card**

If a cardholder loses or misplaces a credit card, the cardholder is to immediately notify:

- the relevant bank to have the credit card cancelled; and
- the Manager of Finance.

### **Surrendering of credit card**

On the expiry of the credit card, the cardholder is to hand over the credit card to the Manager of Finance for destruction with the use of scissors.

Should a cardholder take an extended period of leave (two months or longer), the cardholder is to hand over the credit card to the Manager of Finance for safekeeping.

At the end of the cardholder's employment, the cardholder is to return the credit card to the Manager of Finance, who will cancel the card and have it destroyed. A new credit card will be ordered upon a replacement Chief Executive Officer or staff member being employed.

#### **Misuse of credit card**

Council recognises that inadvertent misuse of a corporate credit card may occur. If this situation arises, the cardholder is to:

- immediately report any inadvertent misuse to the Manager of Finance;
- reimburse the Shire for that expenditure within seven days of becoming aware of it;
- provide the Manager of Finance with a written explanation of why the expense occurred; and
- ensure the inadvertent misuse and the actions taken to rectify the misuse are reported to Council at its next monthly ordinary meeting.

Deliberate or reckless misuse of the credit card is a serious matter and constitutes a breach of this policy. Suspected misuse of the credit card must be reported to, and investigated by, the Manager of Governance and Community Services. A serious breach of this policy may result in disciplinary action or a criminal offence.

#### **Head of Power**

Local Government Act 1995 s2.7(2)(a) & (b), s6.5(a)  
Local Government (Financial Management) Regulations s11(1)(a)

#### **Associated Documents**

Purchasing Policy

<b>Policy Name:</b>	<b>2.4</b> Procedure for Outstanding Debtors
<b>Department:</b>	Finance
<b>Date Adopted:</b>	9 February 2006
<b>Last Reviewed:</b>	19 December 2019

<b>Preamble</b>	Debtors that receive goods and services from Council and do not pay in a prompt manner will be referred to debt collectors to recover debt.
<b>Objective</b>	To ensure that outstanding accounts are collected in a timely manner.
<b>Policy</b>	<p>The following guidelines are to be followed for outstanding private works debtors;</p> <ul style="list-style-type: none"> <li>• Invoices sent as soon as possible after delivery of goods or services to debtor.</li> <li>• Statements to be sent at end of month to every outstanding debtor.</li> <li>• Final demand letters to be sent to last known address after second month end date of outstanding invoice.</li> </ul>
<b>Process</b>	<p>Invoice is sent for works completed/goods purchased.</p> <p>Statement is sent at end of month.</p> <p>If payment outstanding at end of second month, final demand letter sent requesting payment within 15 days or that matter will be referred to collection agent if economically viable to do so.</p> <p>If payment not received and/or suitable explanation given as to explain non-payment, final letter sent advising matter referred to Council's Collection Agent.</p> <p>Contact Council's Collection Agent with details and proceed with action to recover debt.</p>
<b>Head of Power</b>	Local Government Act 1995 and Local Government (Financial Management) Regulations 1996.

<b>Policy Name:</b>	<b>2.5</b>	Procedure for Outstanding Rates Debtors
<b>Department:</b>	Finance	
<b>Date Adopted:</b>	9 February 2006	
<b>Last Reviewed:</b>	19 December 2019	

<b>Preamble</b>	Rates are issued to the owner of the land.
<b>Objective</b>	To ensure that outstanding rates are collected in a timely manner.
<b>Policy</b>	<p>The following guidelines are to be followed for outstanding rates debtors;</p> <ul style="list-style-type: none"> <li>• Final rates notice sent to all outstanding rates debtors except those on instalment plans after completion of discount period.</li> <li>• Final demand letter to be sent to last known address of rate debtor.</li> </ul>
<b>Process</b>	<p>Rates to be paid in 35-day discount period.</p> <p>Final Rates Notice sent after 35-day discount period expires.</p> <p>Rates debtor given 21 days to pay.</p> <p>Final demand letter sent advising that given further 15 days to pay debt otherwise legal action will proceed to recover debt.</p> <p>Unless suitable explanation given for non-payment, refer to Collection Agent.</p> <p>Contact Council's Collection Agent with details and proceed with action to recover debt.</p>
<b>Head of Power</b>	Local Government Act 1995 and Local Government (Financial Management) Regulations 1996.

<b>Policy Name:</b>	<b>2.6</b> Timely Payment of Creditors
<b>Department:</b>	Finance
<b>Date Adopted:</b>	15 February 2018
<b>Last Reviewed:</b>	19 December 2019

**Preamble** This policy is intended to enable Council to make timely payment of creditors invoices for the supply or provision of goods and services within 30 days or sooner when supplier is a local business operating in the Shire of Bruce Rock.

**Objective** To provide guidelines for staff making timely payment of invoices to suppliers.

**Policy** The following guidelines are to be followed when making payments of supplier's invoices;

- Invoices will be paid within 30 days of receiving the invoice or goods and services if received/delivered prior to invoice
- Unpaid invoices will be monitored fortnightly in conjunction with fortnightly Accounts Payable processing
- Where a discount is available for early or prompt payment, early payment will be made to take advantage of cost savings
- Where suppliers terms are more than 30 days the invoice will be processed in last fortnightly creditors run within those terms
- Cash management will also be considered when determining the timing of the payment of the supplier

**Procedure**

- Invoices will be stamped (or printed) with the date received or when the goods and services were received if prior to invoice being issued
- Invoices will be processed through Accounts Payable in accordance with other policies and procedures of the Shire of Bruce Rock
- Accounts Payable (or creditors) will be processed fortnightly
- Manual purchase orders to be reviewed fortnightly to identify non-received invoices if goods and services received/delivered prior

**Head of Power** Local Government Act 1995 and Local Government (Financial Management) Regulations 1996

<b>Policy Name:</b>	<b>2.7</b>	<b>Purchasing</b>
<b>Department:</b>	Finance	
<b>Date Adopted:</b>	8 February 2007	
<b>Last Reviewed:</b>	20 July 2023	

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Attachment 1 – Verbal Quotation Form  
Attachment 2 – Written Quotation Form  
Attachment 3 – Request for Quote  
Attachment 4 – Evaluation Report Template  
Attachment 5 – Code of Conduct for Tender Evaluation Panel Members  
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## **Purchasing**

The Shire of Bruce Rock (Shire) is committed to applying the objectives, principles and practices outlined in this Policy to all purchasing activity, and to ensuring alignment with the Shire's strategic and operational objectives.

### **Objectives**

The Shire's purchasing activities will:

- achieve best value for money that considers sustainable benefits, such as environmental, social and local economic factors;
- foster economic development by maximising participation of local businesses in the delivery of goods and services;
- use consistent, efficient and accountable purchasing processes and decision making, including competitive quotation processes, assessment of best value for money and sustainable procurement outcomes for all purchasing activity, including tender exempt arrangements;
- apply fair and equitable competitive purchasing processes that engage potential suppliers impartially, honestly and consistently;
- commit to probity and integrity, including the avoidance of bias and of perceived and actual conflicts of interest;
- comply with the Local Government Act 1995, Local Government (Functions and General) Regulations 1996, other relevant legislation, codes of practice, standards and the Shire's policies and procedures;
- ensure purchasing outcomes contribute to efficiencies (time and resources) for the Shire;
- identify and manage risks arising from purchasing processes and purchasing outcomes in accordance with the Shire's Risk Management Framework;
- ensure records evidence purchasing activities in accordance with the State Records Act 2000 and the Shire's Record Keeping Plan; and
- ensure confidentiality that protects commercial-in-confidence information, and only releases information where appropriately approved.

### **Ethics & Integrity**

The Shire's Code of Conduct applies when undertaking purchasing activities and decision making, requiring Council Members and employees to observe the highest standards of ethics and integrity, and to act in an honest and professional manner at all times.

## Value For Money

The Shire will apply value for money principles in critically assessing purchasing decisions, and acknowledges that the lowest price may not always be the most advantageous.

### Assessing Value for Money

The value for money assessment will consider the following factors:

- All relevant “total costs of ownership” and benefits, including transaction costs associated with the acquisition, delivery and distribution, and other costs such as, but not limited to, holding costs, consumables, deployment, training, 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. This includes, but is not limited to, an assessment of compliances, the supplier’s resource availability, capacity and capability, value-adds offered, warranties, guarantees, repair and replacement policies and response times, ease of inspection and maintenance, ease of after sales service, and ease of communications.
- The supplier’s financial viability and capacity to supply without the risk of default, including the competency of the prospective supplier in terms of managerial and technical capabilities and compliance history.
- A strong element of competition by obtaining a sufficient number of competitive quotations consistent with this policy, where practicable.
- The safety requirements and standards associated with both the product design and the specification offered by suppliers, and the evaluation of risks arising from the supply, operation and maintenance.
- The environmental, economic and social benefits arising from the goods, services or works required, including consideration of these benefits in regard to the supplier’s operations, in accordance with this policy and any other relevant Shire policy, including Local Economic Benefit.
- Analysis and management of risks and opportunities that may be associated with the purchasing activity, potential supplier/s, and the goods or services required.

## Purchasing Thresholds and Practices

### Defining the Purchasing Value

The Shire will apply reasonable and consistent methodologies to assess and determine Purchasing Values, which ensure:

- the appropriate purchasing threshold and practice are applied in all purchasing activities; and
- wherever possible, purchasing activity for the same category of supply is aggregated into single contract arrangements to achieve best value and efficiency in future purchasing activities, where the requirements are able to be provided by a single supplier.

A **category of supply** can be defined as groupings of similar goods or services with common supply and demand drivers, market characteristics, or suppliers.

### (1) Strategic Purchasing Value Assessments

The Shire will periodically review recent past purchasing activity across its operations to identify categories of supply for which the Shire will have continuing need, and which can be aggregated into single contract arrangements in order to achieve best value for money and efficiency in future purchasing activity.

The assessment of aggregated expenditure for the same category of supply capable of being supplied by a single supplier will determine the Purchasing Value threshold applicable to future purchasing activity.

## **(2) Individual Purchasing Value Assessments**

In any case, where there is no relevant current contract, each purchasing activity is to assess the Purchasing Value based upon the following considerations:

- Exclusive of Goods and Services Tax (GST).
- The estimated total expenditure for the proposed supply, including the value of all contract extension options and, where applicable, the total cost of ownership considerations.
- The appropriate length of a contract is to be determined based on market volatility, ongoing nature of supply, historical purchasing evidence and estimated future purchasing requirements.
- Requirements must not be split to avoid purchasing or tendering thresholds<sup>2</sup>.

The calculated estimated Purchasing Value will determine the applicable threshold and purchasing practice to be undertaken.

## **Table of Purchasing Thresholds and Practices**

### **(1) Supplier Order of Priority**

The Shire will consider and apply, where applicable, the following Supplier Order of Priority:

<b>Priority 1</b>	<b>Existing Prequalified Supplier Panel or Other Contract</b>  Current contracts, including a Panel of Prequalified Suppliers or contracted supplier, must be used where the Shire's supply requirements can be met through the existing contract.  If the Shire does not have a current contract relevant to the required supply, then a relevant WALGA Preferred Supplier Arrangement (PSA) is to be used.
<b>Priority 2</b>	<b>Local Suppliers</b>  Where the Purchasing Value does not exceed the tender threshold and a relevant local supplier is capable of providing the required supply, the Shire will ensure that, wherever possible, quotations are obtained from local suppliers permanently located within the District as a first priority, and those permanently located within surrounding Districts as the second priority.  If no relevant local supplier is available, then a relevant WALGA PSA may be used.
<b>Priority 3</b>	<b>Tender Exempt - WALGA PSA</b>  Use a relevant WALGA PSA, regardless of whether or not the Purchasing Value will exceed the tender threshold.  However, if a relevant PSA exists, but an alternative supplier is considered to

<sup>2</sup> Regulation 12 of the Local Government (Functions and General) Regulations 1996.

	<p>provide best value, then the Chief Executive Officer (CEO), or an officer authorised by the CEO, must approve the alternative supplier.</p> <p>Reasons for not using a PSA may include:</p> <ul style="list-style-type: none"> <li>the availability of a local supplier availability (that is not within the PSA); or</li> <li>social procurement – preference to use Aboriginal business or Disability Enterprise.</li> </ul> <p>If no relevant WALGA PSA is available, then a relevant State Government Common Use Arrangement (CUA) may be used.</p>
<b>Priority 4</b>	<p><b>Tender Exempt - WA State Government CUA</b></p> <p>Use a relevant CUA ,regardless of whether or not the Purchasing Value will exceed the tender threshold.</p> <p>However, if a relevant CUA exists, but an alternative supplier is considered to provide best value for money, then the proposed alternative supplier must be approved by the CEO, or an officer authorised by the CEO.</p> <p>If no relevant CUA is available, then a Tender Exempt<sup>3</sup> arrangement may be used.</p>
<b>Priority 5</b>	<p><b>Other Tender Exempt arrangement</b></p> <p>Regardless of whether or not the Purchasing Value will exceed the tender threshold, the Shire will investigate and seek quotations from tender exempt suppliers, and will specifically ensure that, wherever possible, quotations are obtained from a Western Australian Disability Enterprise and/or an Aboriginal Owned Business that is capable of providing the required supply.</p>
<b>Priority 6</b>	<p><b>Other Suppliers</b></p> <p>Where there is no relevant existing contract or tender exempt arrangement available, purchasing activity from any other supplier is to be in accordance with the relevant Purchasing Practice for the Purchasing Value Threshold, as specified in the table below.</p>

## (2) Purchasing Practice by Purchasing Value Threshold

The Purchasing Value, assessed in accordance with section 1.4.1 of this policy, determines the Purchasing Practice to be applied to the Shire's purchasing activities.

<b>Purchase Value Threshold (ex GST)</b>	<b>Purchasing Practice</b>
Up to \$500 (ex GST)	<p>Direct purchase from supplier, with no sourcing or recording of quotes required.</p> <p>Invoice to be sourced and recorded as proof of purchase.</p>
\$501 to \$4,999 (ex GST)	<p>Obtain at least one (1) verbal or written quotation from a suitable supplier in accordance with the Supplier Order of Priority detailed in section 1.4.2(1) of this policy. Use the verbal (Attachment 1) or written (Attachment 2) quotation forms.</p> <p>The purchasing decision is to be evidenced in accordance with the Shire's Record Keeping Plan.</p>

<sup>3</sup> Regulation 11(2) of the Local Government (Functions and General) Regulations 1996.

Purchase Value Threshold ( <i>ex GST</i> )	Purchasing Practice
From \$5,000 and up to \$19,999 ( <i>ex GST</i> )	<p>Seek at least three (3) verbal or written quotations from suitable suppliers in accordance with the Supplier Order of Priority detailed in section 1.4.2(1) of this policy.</p> <p>If purchasing from a WALGA PSA, State Government CUA or other tender exempt arrangement, a minimum of one (1) written quotation is to be obtained (use template in Attachment 3).</p> <p>The purchasing decision is to be based upon assessment of the suppliers' response to:</p> <ul style="list-style-type: none"> <li>• a brief outline of the specified requirements for the goods, services or works sought; and</li> <li>• Value for Money criteria, not necessarily the lowest price.</li> </ul> <p>The purchasing decision is to be evidenced using the Record of Written Quotations (Attachment 2) retained in accordance with the Shire's Record Keeping Plan.</p>
From \$20,000 and up to \$39,999 ( <i>ex GST</i> )	<p>Seek at least three (3) written quotations from suitable suppliers in accordance with the Supplier Order of Priority detailed in section 1.4.2(1) of this policy, except if purchasing from a WALGA PSA, State Government CUA or other tender exempt arrangement, where a minimum of one (1) written quotation is to be obtained (use template in Attachment 3).</p> <p>The purchasing decision is to be based upon assessment of the suppliers' responses to:</p> <ul style="list-style-type: none"> <li>• a brief outline of the specified requirement for the goods, services or works sought; and</li> <li>• Value for Money criteria, not necessarily the lowest quote.</li> </ul> <p>The purchasing decision is to be evidenced using the Record of Written Quotations (Attachment 2) Template retained in accordance with the Shire's Record Keeping Plan.</p>
From \$40,000 and up to \$249,999 ( <i>ex GST</i> )	<p>Seek at least three (3) written responses from suppliers by invitation under a formal Request for Quotation (see template in Attachment 3) in accordance with the Supplier Order of Priority detailed in section 1.4.2(1) of this policy.</p> <p>The purchasing decision is to be based upon assessment of the suppliers' response to:</p> <ul style="list-style-type: none"> <li>• a detailed written specification for the goods, services or works sought; and</li> <li>• pre-determined selection criteria that assess all best and sustainable value considerations.</li> </ul> <p>The procurement decision is to be evidenced using the Evaluation Report Template (Attachment 4) retained in accordance with the Shire's Record Keeping Plan.</p>
\$250,000 or	<b>Tender Exempt</b> arrangements (i.e. WALGA PSA, State Government CUA or other

Purchase Value Threshold ( <i>ex GST</i> )	Purchasing Practice
over ( <i>ex GST</i> )	<p>tender exemption under regulation 11(2) of the Local Government (Functions and General) Regulations 1996) require at least three (3) written responses from suppliers by invitation under a formal Request for Quotation in accordance with the Supplier Order of Priority detailed in section 1.4.2(1) of this policy.</p> <p><u>OR</u></p> <p><b>Public Tender</b> undertaken in accordance with the Local Government Act 1995 and relevant Shire policy and procedures.</p> <p>The Tender Exempt or Public Tender purchasing decision is to be based on the suppliers' response to:</p> <ul style="list-style-type: none"> <li>• a detailed specification; and</li> <li>• pre-determined selection criteria that assess all best and sustainable value considerations.</li> </ul> <p>The purchasing decision is to be evidenced using the Evaluation Report Template retained in accordance with the Shire's Record Keeping Plan.</p>
Emergency Purchases ( <i>Within Budget</i> )  Refer to Section 1.4.3 of this Policy	<p>Where goods or services are required for an emergency response and are within scope of an established Panel of Pre-qualified Supplier or existing contract, the emergency supply must be obtained from the Panel or existing contract using relevant unallocated budgeted funds.</p> <p>If there is no existing Panel or contract, then section 1.4.2(1) of this policy (Supplier Order of Priority) will apply wherever practicable.</p> <p>However, where due to the urgency of the situation, a contracted or tender exempt supplier is unable to provide the emergency supply <u>OR</u> compliance with this Purchasing Policy would cause unreasonable delay, the supply may be obtained from any supplier capable of providing the emergency supply. An emergency supply is only to be obtained to the extent necessary to facilitate the urgent emergency response, and must be subject to due consideration of best value and sustainable practice.</p> <p>The rationale for policy non-compliance and the purchasing decision must be evidenced in accordance with the Shire's Record Keeping Plan.</p>
Emergency Purchases ( <i>No Budget Allocation Available</i> )  Refer to Section 1.4.3 of this Policy	<p>Where no relevant budget allocation is available for an emergency purchasing activity then, in accordance with section 6.8 of the Local Government Act 1995, the Shire President must authorise, in writing, the necessary budget adjustment prior to the expense being incurred.</p> <p>The CEO is responsible for ensuring that an authorised emergency expenditure under section 6.8 is reported to the next ordinary Council Meeting.</p> <p>The Purchasing Practices prescribed for Emergency Purchases (within budget) above, then apply.</p>
LGIS Services  Section 9.58(6)(b) of	<p>The suite of Local Government Insurance Service (LGIS) insurances are established in accordance with section 9.58(6)(b) of the Local Government Act 1995, and are provided as part of a mutual, where WALGA Member Local Governments are the owners of LGIS. Therefore, obtaining LGIS insurance</p>

Purchase Value Threshold ( <i>ex GST</i> )	Purchasing Practice
the Local Government Act 1995	<p>services is available as a member-base service and is not defined as a purchasing activity subject to this policy.</p> <p>Should Council resolve to seek quotations from alternative insurance suppliers, compliance with this policy is required.</p>

### Emergency Purchases

Emergency purchases are defined as the supply of goods or services associated with:

- a local emergency and the expenditure is required (within existing budget allocations) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets; OR
- a local emergency and the expenditure is required (with no relevant available budget allocation) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets in accordance with section 6.8 of the Local Government Act 1995 and regulation 11(2)(a) of the Local Government (Functions and General) Regulation 1996; OR
- a State of Emergency declared under the Emergency Management Act 2005 and therefore, regulations 11(2)(aa)<sup>4</sup>, (ja)<sup>5</sup> and (3)<sup>6</sup> of the Local Government (Functions and General) Regulations 1996 apply to vary the application of this policy.

Time constraints, administrative omissions and errors do not qualify for definition as an emergency purchase. Instead, every effort must be made to research and anticipate purchasing requirements in advance, and to allow sufficient time for planning and scoping proposed purchases and to then obtain quotes or tenders, as applicable.

### Inviting Tenders Though not Required to Do So

The Shire may determine to invite Public Tenders, despite the estimated Purchase Value being less than the \$249,999 prescribed tender threshold, but only where an assessment determines that the purchasing requirement cannot be met through a tender exempt arrangement, and the use of a public tender process will enhance value for money, efficiency, risk mitigation and sustainable procurement benefits.

In such cases, the tender process must comply with the legislative requirements.

<sup>4</sup> "Tenders do not have to be publicly invited according to the requirements of this Division if [...] the supply of the goods or services is associated with a state of emergency or a COVID-19 declaration"

<sup>5</sup> "Tenders do not have to be publicly invited according to the requirements of this Division if the contract is a renewal or extension of the term of a contract (the original contract) where — (i) the original contract is to expire within 3 months; and (ii) the renewal or extension is for a term of not more than 12 months from the expiry of the original contract; and (iii) the contract for renewal or extension is entered into at a time when there is in force a state of emergency declaration or a COVID-19 declaration applying to the district, or part of the district, of the local government.

<sup>6</sup> "For the purposes of subregulation (2)(aa) a supply of goods or services is associated with a state of emergency if — (a) the contract for the supply is entered into while there is in force a state of emergency declaration applying to the district, or part of the district, of the local government; and (b) the local government considers that the goods or services are required for the purposes of addressing a need arising from the hazard, or from the impact or consequences of the hazard, to which the state of emergency declaration relates."

## **Expressions of Interest**

Expressions of Interest (EOI) will be considered as a prerequisite to a tender process<sup>7</sup> where the required supply evidences one or more of the following criteria:

- Unable to sufficiently scope or specify the requirement.
- There is significant variability for how the requirement may be met.
- There is potential for suppliers to offer unique solutions and/or multiple options for how the purchasing requirement may be obtained, specified, created or delivered.
- Subject to a creative element.
- Provides a procurement methodology that allows for the assessment of a significant number of potential tenderers leading to a shortlisting process based on non-price assessment.

All EOI processes will be based upon qualitative and other non-price information.

## **Requests for Tender**

### **(1) Development of Requests for Tender**

The key principles in developing Requests for Tender are openness and transparency of the supplier selection process. This involves consideration of the following:

- The Tender process and the associated selection criteria will be well established, clearly communicated and observed by all parties to the process.
- The governance of the Tender process will be documented in the Request for Tender documents. Governance areas to be covered include:
  - scope, content and format of Tenders;
  - skills or experience required;
  - evaluation criteria; and
  - Tender submission details.
- The Tender process will be clearly communicated to tenderers.

The Request for Tender will provide potential tenderers with the information required to understand the Shire's needs and to submit their Tenders. The following information will be included in the Request for Tender:

- Conditions of Tendering, which will explain the rules governing the content and submission of Tenders, and the conduct of the Request for Tender process.
- Specification, which will provide the tenderer with a concise, logical and unambiguous description of the Shire's requirements.
- General Conditions of Contract, which will be relevant to the goods and services being requested.
- Special Conditions of Contract, which will be used to add to or amend General Conditions of Contract, or to highlight any special or unusual circumstances that are particular to the contract.

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<sup>7</sup> Regulation 21 of the Local Government (Functions and General) Regulations 1996.



- Tenderer's Offer, which will outline the terms and conditions agreed by the tenderer in submitting their offer.
- Selection criteria.

Officers may require the assistance of the Manager of Governance and Community Services (and in his/her absence, the Executive Assistance) to prepare the Request for Tender documentation.

## **(2) Evaluation of Tenders**

Evaluation is a formal, documented stage of the procurement cycle. The evaluation process will enable responses to be compared and measured against the Tender criteria, so that the most advantageous tenderer can be identified. Evaluation will be a mechanism to make procurement decisions based on value for money, probity and fair dealing.

Tender Evaluation Panel Members must comply with the Code of Conduct for Tender Evaluation Panel Members (Attachment 5), which requires Members to declare conflicts of interest and abide by their duty of confidentiality.

The Evaluation Panel shall include a Facilitator (the Manager of Governance and Community Services or, in his/her absence, the Executive Support Manager). The Facilitator is a non-voting Member of the Evaluation Panel and his/her role is to:

- assist the Evaluation Panel in addressing any disagreements;
- provide the Evaluation Panel with advice and guidelines on procurement governance arrangements (legislation and policies);
- record all Evaluation Panel decisions in the relevant forms; and
- assist in the development of Contract Management Plans (where required).

Evaluation Panel Members will be briefed on the evaluation process ahead of the Tender closing, and will receive training, if necessary. Copies of the tenders, scoring scale and any evaluation forms will be distributed to each Member.

Tenders will be checked to ensure conformance to all the requirements of the Tender, ensuring all mandatory criteria are met before the full evaluation is conducted. The Tender evaluation will be conducted using the Evaluation Report Template (Attachment 4).

## **Unique Nature of Supply (Sole Supplier)**

An arrangement with a supplier based on the unique nature of the goods or services required or for any other reason, where it is unlikely that there is more than one potential supplier, may only be approved where the:

- purchasing value is estimated to be over \$5,000; and
- purchasing requirement has been documented in a detailed specification; and
- specification has been extensively market tested and only one potential supplier has been identified as being capable of meeting the specified purchase requirement; and
- market testing process and outcomes of supplier assessments have been evidenced in records, inclusive of a rationale for why the supply is determined as unique and why quotations/tenders cannot be sourced through more than one potential supplier.

An arrangement of this nature will only be approved for a period not exceeding one (1) year. For any continuing purchasing requirement, the approval must be re-assessed before expiry, to evidence that only one potential supplier still genuinely exists.

A decision to approve a sole source of supply arrangement for a purchasing activity above the tender threshold must be made by Council resolution<sup>8</sup>, unless this function has been delegated to the CEO.

### **Anti-Avoidance**

The Shire will not conduct multiple purchasing activities with the intent (inadvertent or otherwise) of “splitting” the purchase value or the contract value, so that the effect is to avoid a particular purchasing threshold or the need to call a Public Tender. This includes the creation of two or more contracts or creating multiple purchase order transactions of a similar nature.

### **Contract Renewals, Extensions and Variations**

Where a contract has been entered into as the result of a publicly invited tender process, then regulation 21A of the Local Government (Functions and General) Regulation 1996<sup>9</sup> applies.

For any other contract, the contract must not be varied unless the variation:

- is necessary in order for the goods or services to be supplied, and does not change the scope of the contract; or
- is a renewal or extension of the term of the contract, where the extension or renewal options were included in the original contract.

Upon expiry of the original contract, and after any options for renewal or extension included in the original contract have been exercised, the Shire is required to review the purchasing requirements, and commence a new competitive purchasing process in accordance with this policy.

### **Sustainable Procurement**

The Shire is committed to implementing sustainable procurement by providing a preference to suppliers that demonstrate sustainable business practices (social advancement, environmental protection and local economic benefits).

The Shire will apply Sustainable Procurement criteria as part of the value for money assessment to ensure that, wherever possible, our suppliers demonstrate outcomes that contribute to improved environmental, social and local economic outcomes.

Sustainable Procurement can be demonstrated as being internally focussed (i.e. operational environmental efficiencies, or employment opportunities and benefits relating to special needs), or externally focussed (i.e. initiatives such as corporate philanthropy).

Requests for Quotation and Tenders will include a request for suppliers to provide information regarding their sustainable practices, and/or demonstrate that their product or service offers enhanced sustainable benefits.

### **Local Economic Benefit**

The Shire promotes economic development through the encouragement of competitive participation in the delivery of goods and services by local suppliers permanently located within its District first, and secondly, those permanently located within its broader region. As much as practicable, the Shire will:

- consider buying practices, procedures and specifications that encourage the inclusion of local businesses and the employment of local residents;

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<sup>8</sup> Regulation 11(2)(f) of the Local Government (Functions and General) Regulations 1996.

<sup>9</sup> “If a local government has entered into a contract for the supply of goods or services with a successful tenderer, the contract must not be varied unless — (a) the variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract; or (b) the variation is a renewal or extension of the term of the contract as described in regulation 11(2)(j), (ja) or (jb).”

- consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);
- ensure that procurement plans and analysis are undertaken prior to developing Requests for Quotation and Tenders to understand local business capability and local content availability, where components of goods or services may be sourced from within the District for inclusion in the selection criteria;
- explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;
- avoid bias in the design and specifications for Requests for Quotation and Tenders – all Requests must be structured to encourage local businesses to bid;
- consider the adoption of Key Performance Indicators within contractual documentation that require successful contractors to increase the number of employees from the District first; and
- provide adequate and consistent information to local suppliers.

To this extent, a weighted qualitative criterion will be included in the selection criteria for Requests for Quotation and Tenders where suppliers are located within the boundaries of the Shire, or substantially demonstrate a benefit or contribution to the local economy.

The Shire has adopted a Regional Price Preference Policy (allowing up to a 10% price difference), which will be applied when undertaking all purchasing activities.<sup>10</sup>

Where the price difference does not exceed 5%, the Shire will give preference to products made in Australia, and to Australian suppliers.

### **Socially Sustainable Procurement**

The Shire will support the purchasing of requirements from socially sustainable suppliers, such as Australian Disability Enterprises and Aboriginal businesses, wherever a value for money assessment demonstrates benefit towards achieving the Shire's strategic and operational objectives.

A qualitative weighting will be used in the evaluation of Requests for Quote and Tenders to provide advantages to socially sustainable suppliers in instances where the below tender exemptions are not exercised.

#### **(1) Aboriginal Businesses**

Regulation 11(2)(h) of the Local Government (Functions and General) Regulation 1996 provides a tender exemption if the goods or services are supplied by a person on the Aboriginal Business Directory WA, published by the Chamber of Commerce and Industry of Western Australia, or Australian Indigenous Minority Supplier Office Limited (trading as Supply Nation), where the consideration under contract is \$250,000 or less, or worth \$250,000 or less.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other registered Aboriginal Businesses as noted in regulation 11(2)(h) of the Local Government (Functions and General) Regulations 1996) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Aboriginal Business for any amount up to and including \$250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

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<sup>10</sup> Selection criteria cannot include both weighted price and Local Economic Benefit clauses, as they are mutually exclusive.

If the contract value exceeds \$50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

## **(2) Australian Disability Enterprises**

Regulation 11(2)(i) of the Local Government (Functions and General) Regulations 1996 provides a tender exemption if the goods or services are supplied by an Australian Disability Enterprise.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other Australian Disability Enterprises) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Australian Disability Enterprise for any amount, including an amount over the Tender threshold of \$250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds \$50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Australian Disability Enterprise. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

## **Environmentally Sustainable Procurement**

The Shire will support the purchasing of recycled and environmentally sustainable products whenever a value for money assessment demonstrates benefit toward achieving the Shire's strategic and operational objectives.

Qualitative weighted selection criteria will be used in the evaluation of Requests for Quote and Tenders to provide advantages to suppliers who:

- demonstrate policies and practices that have been implemented by the business as part of its operations;
- generate less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used and disposed; and
- encourage waste prevention, recycling, market development and use of recycled/recyclable materials.

## **Panels of Pre-qualified Suppliers**

### **Objectives**

The Shire will consider creating a Panel of Pre-qualified Suppliers (Panel)<sup>11</sup> when a range of similar goods and services are required to be purchased on a continuing and regular basis.

Factors to consider in deciding to establish a Panel include the following:

- There are numerous potential suppliers in the local and regional procurement related market sector(s) that satisfy the test of 'value for money'.
- The Panel will streamline and improve procurement processes.
- The Shire has the capability to establish a Panel, and manage the risks and achieve the benefits expected of the proposed Panel through a Contract Management Plan (Attachment 5).

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<sup>11</sup> The processes for the establishment and management of Panels of Pre-qualified Suppliers are set out in Division 3 of Part 4 of the Local Government (Functions and General) Regulations 1996.

## **Establishing and Managing a Panel**

If the Shire decides that a Panel is to be created, it will establish the panel in accordance with the Local Government (Functions and General) Regulations 1996.

Panels will be established for one supply requirement, or a number of similar supply requirements under defined categories. This will be undertaken through an invitation procurement process advertised via a State-wide notice.

Panels may be established for a maximum of three (3) years. The length of time of a local Panel is decided with the approval of the CEO.

Evaluation criteria will be determined and communicated in the application process by which applications will be assessed and accepted.

In each invitation to apply to become a pre-qualified supplier, the Shire will state the expected number of suppliers it intends to put on the panel.

If a Panel member leaves the Panel, the Shire will consider replacing that organisation with the next ranked supplier that meets or exceeds the requirements in the value for money assessment, subject to that supplier agreeing. The Shire will disclose this approach in the detailed information when establishing the Panel.

A Panel contract arrangement needs to be managed to ensure that the performance of the Panel contract and the Panel members under the contract are monitored and managed. This will ensure that risks are managed and expected benefits are achieved. A Contract Management Plan that outlines the requirements for the Panel contract and how it will be managed should be established.

## **Distributing Work amongst Panel Members**

To satisfy regulation 24AD(5) of the Local Government (Functions and General) Regulations 1996, when establishing a Panel of pre-qualified suppliers, the detailed information associated with each invitation to apply to join the Panel will prescribe one of the following as to whether the Shire intends to:

- obtain quotations from each pre-qualified supplier on the Panel with respect to all discreet purchases; or
- purchase goods and services exclusively from any pre-qualified supplier appointed to that Panel, and under what circumstances; or
- develop a ranking system for selection to the Panel, with work awarded in accordance with the Regulations.

In considering the distribution of work among Panel members, the detailed information will also prescribe whether:

- each Panel member will have the opportunity to bid for each item of work under the Panel, with pre-determined evaluation criteria forming part of the invitation to quote to assess the suitability of the supplier for particular items of work, noting contracts under the pre-qualified Panel will be awarded on the basis of value for money in every instance; or
- work will be awarded on a ranked basis, which is to be stipulated in the detailed information set out under regulation 24AD(5)(f) of the Local Government (Functions and General) Regulation 1996 when establishing the Panel.
  - The Shire will invite the highest ranked Panel member, who is to give written notice as to whether to accept the offer for the work to be undertaken.
  - Should the offer be declined, an invitation to the next ranked Panel member is to be made and so forth until a Panel member accepts a contract.

- Should the list of Panel members invited be exhausted with no Panel member accepting the offer to provide goods or services under the Panel, the Shire may then invite suppliers that are not pre-qualified under the Panel, in accordance with the Purchasing Thresholds stated in section 1.4.2(2) of this policy.
- When a ranking system is established, the Panel will not operate for a period exceeding 12 months.

In every instance, a contract must not be formed with a pre-qualified supplier for an item of work beyond 12 months, which includes options to extend the contract.

### **Purchasing from the Panel**

The invitation to apply to be considered to join a Panel of pre-qualified suppliers must state whether quotations are either to be invited to every Panel member (within each category, if applicable) of the Panel for each purchasing requirement, whether a ranking system is to be established, or otherwise.

### **Communications with Panel Members**

The Shire will ensure clear, consistent and regular communication with Panel Members.

Each quotation process, including the invitation to quote, communications with Panel members, quotations received, evaluation of quotes and notification of award communications must all be captured in accordance with the Shire's Record Keeping Plan. A separate file is to be maintained for each quotation process made under each Panel to capture all communications between the Shire and Panel members.

### **Contract Management**

The contract management process will ensure that both parties to a contract fully meet their obligations, and the supplier delivers the goods and services required by the Shire.

The contract manager will be the Shire's representative responsible for the day-to-day management of the contract to ensure delivery. Contract managers will use all the tools at their disposal, scaling their management of the contract to the inherent risk and need of engagement, and will use the contract, relationship management, governance structures, performance monitoring, contract meetings, effective record keeping and contract administration in different ways to manage the supplier across the contract term.

For high risk and/or high value contracts, the contract manager will develop a Contract Management Plan using the template provided in Attachment 5. The Manager of Governance and Community Services (or in his/her absence, the Executive Support Manager) can assist in the development to Contract Management Plans.

### **Record Keeping**

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

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

## **Purchasing Policy Non-Compliance**

This Purchasing Policy is mandated under the Local Government Act 1995 and Regulation 11A of the Local Government (Functions and General) Regulations 1996. As a result, the policy forms part of the legislative framework under which the Shire is required to conduct business.

Where legislative or policy compliance is not reasonably able to be achieved, records must evidence the rationale and decision making processes that substantiate the non-compliance.

Purchasing activities are subject to internal and external financial and performance audits, which examine compliance with legislative requirements and the Shire's policies and procedures.

If non-compliance with legislation, this Purchasing Policy or the Code of Conduct is identified, it must be reported to the CEO or the Manager of Governance and Community Services.

A failure to comply with legislation or policy requirements, including compliance with the Code of Conduct, when undertaking purchasing activities may be subject to investigation, with findings to be considered in the context of the responsible person's training, experience, seniority and reasonable expectations for performance of their role.

Where a breach is substantiated, it may be treated as:

- an opportunity for additional training to be provided;
- a disciplinary matter, which may or may not be subject to reporting requirements under the Public Sector Management Act 1994; or
- a serious misconduct, which will be reported in accordance with the Corruption, Crime and Misconduct Act 2003.





**RECORD OF WRITTEN QUOTATIONS****EVALUATION REPORT SHEET****TITLE OF QUOTATION.....****SUPPLIERS DOCUMENT ISSUED TO:****Number of Suppliers: \_\_\_\_\_**

<b>Name of Company</b>	<b>Address/ Fax No</b>	<b>Date Quotation Issued</b>

**QUOTATIONS RECEIVED AND QUOTATION PRICE:****Number of Quotations Received: \_\_\_\_\_**

<b>Name of Company</b>	<b>Quotation Price</b>	<b>Date Quotation Recieved</b>

**EVALUTION METHODOLOGY****(To be completed if qualitative criteria are included in request for quotation)**

<b>Selection Criteria</b> <i>(Fill in as required)</i>					
<b>Supplier's Name</b>	<b>%</b>	<b>%</b>	<b>%</b>	<b>%</b>	<b>%</b>

**DECISION**



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Red text is an instruction and should be deleted after reading

Blue text should be edited or deleted as required. Change Blue text to Black if keeping

Black text should generally be considered as fixed text

# Request for Quote

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[Goods, Services and Maintenance Works Service procurement template]

## Request Title:

[Insert Request Title Here]

## Quotation Number:

[Insert the Quotation Number]

## Closing Time:

2:30 PM [Insert the Closing Date], Western Australia

## Part A - Statement of Requirement

### 1.1 Overview of Requirements

The Customer is seeking offers for the provision of the [insert a brief description of the requirement] described in this Request.

### 1.2 Submission Requirements

The Respondent must submit the Offer by email to [insert email address].

### 1.3 Key Dates and Times

Offer Validity Period	[insert period e.g. six months; three months]
Contract Term:	<p><i>Option 1:</i> The Term will commence on the Commencement Date. The Term of the Contract is [insert number of months or years].</p> <p>[or]</p> <p><i>Option 2 (for Services only):</i> The Term will commence on the Commencement Date and will expire when the Services have been supplied in accordance with the Contract.</p> <p>[or]</p> <p><i>Option 3 (for Goods only):</i> The Term will commence on the Commencement Date and will expire when the Goods have been supplied in accordance with the Contract.</p> <p>The Customer will notify the Supplier of the Commencement Date <b>in the Acceptance of Offer.</b></p>
Contract Extension Option:	<p><i>Only include extension options if desired and only if Option 1, above, is chosen.</i></p> <p>The Customer has [insert number] options to extend the Term, each option having a [insert duration] duration. These options are exercisable at the complete discretion of the Customer.</p>
Price Basis	<p>The Price is fixed for the Term.</p> <p>[or option 2]</p> <p>The Price is fixed for the first year of the Term.</p> <p>Subject to the following paragraph, on each anniversary of the Commencement Date, the Price will be varied by the Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth).</p> <p><b>[The following text must be included if option 2 above is used]</b></p> <p>No price variation is payable:</p> <ul style="list-style-type: none"><li>(a) unless requested in writing with appropriate justification by the Supplier; and</li><li>(b) unless and until approved by the Customer.</li></ul> <p>Any request by the Supplier for back-payment of price variations will not be considered.</p>

### 1.4 Contact Persons

Different enquiries can be best dealt with by the most appropriate contact, shown below.

Customer's Contact Officer:

Name:  
Title:  
Telephone:  
Facsimile:  
E-mail:

### 1.5 Mandatory Prequalification Requirements

There are no prequalification requirements in this Request.

*or*

The Customer will exclude from consideration any Offer that does not meet the following mandatory Prequalification Requirements:

[Insert mandatory Prequalification Requirements]

### 1.6 Regional Price Preference Policy

The Shire of Bruce Rock promotes economic development through the encouragement of competitive participation in the delivery of goods and services by local suppliers permanently located within its District first, and secondly, those permanently located within its broader region.

The Shire's Regional Price Preference Policy applies to this procurement process.

### 1.7 The Requirement

[Insert the Specification Here]

### 1.8 Delivery and Acceptance

*The following table should be completed and included where Goods are being sourced.*

Item/Description	Delivery Address	Delivery Date
[Insert Details]	[Insert Details]	[Insert Details]

*The following table should be completed and included where Services are being sourced.*

Milestone Description	Delivery Location	Delivery Date
[Insert Details]	[Insert Details]	[Insert Details]

### Delivery and Acceptance – Additional Instructions

[Insert Details]

## Part B – Response to Request for Quote

**Before completing the following sections read the information below:**

**Instructions to Respondents** and **Handy Hints** have been included throughout the following sections of the Request to assist Respondents to complete their Offers. The **Instructions to Respondents** and **Handy Hints** appear in shaded boxes.

Prior to submitting their Offer, Respondents should remove all **Instructions to Respondents** and **Handy Hints**.

### **Instruction to Respondents:**

*In preparing its Offer, the Respondent must:*

- a). address each requirement in the form set out in this Part B, including the provision of full details of any claims, statements or examples;*
- b). take into account the Contract requirements, as explained in Part A of this Request.*
- c). assume that the Customer has no knowledge of the Respondent, its activities, experience or any previous work undertaken by the Respondent for the Customer; and*
- d). nominate any Offer Information that the Respondent wishes to expressly and reasonably nominate as confidential for the purposes of the Request Conditions.*

*Specific questions on this procurement should be directed to the Contact Officer nominated in Part A, clause 1.4.*

### **Handy Hints**

*When completing this section of the Request, provide all information requested and submit your Offer as required by Part A of the Request and the Request Conditions. Demonstrate that your organisation meets the mandatory Prequalification Requirements [Part A, clause 1.5], as failure to do so will result in your response being excluded from consideration.*

*The Customer will assess all Offers received by the Closing Time which meet the mandatory Prequalification Requirements [Part A, clause 1.5], (if any) and compare Offers to determine which Respondent has proposed the best value for money outcome for the Customer.*

*In making this decision, a panel will:*

- (a) (c) consider which Offer best meets the Customer's requirements set out in Part A of this Request;*
- (d) consider whether the Respondent has proven capacity to provide the Customer's requirements; and*
- (e) consider the total cost the Customer will incur in accepting the Respondent's Offer.*

*The successful Respondent will have demonstrated its ability to provide the best value for the Customer. This will not necessarily be the lowest price.*

*The determination of value for money will require a consideration of all of the above factors and any other matters that the Customer considers relevant.*

## Part B.1 - Respondent's Details and Disclosures

### **Instruction to Respondents:**

Provide the following organisational details. These details should be for the legal entity that would be the Supplier under a Contract.

Where a box ( ) is to be checked ( ), double click the box and then change the Default value from 'Not checked' to 'Checked'.

Full legal business name:	
Registered business address:	
ACN/ARBN (if applicable):	
ABN (if applicable):	
Web address:	
What is the entity's legal status:	<input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/> Sole Director Company <input type="checkbox"/> Other (if other please state entity type)
Is the above entity:	<input type="checkbox"/> acting as an agent or trustee for another person or persons? Yes    No (if yes, please provide details)
	<input type="checkbox"/> acting jointly or in association with another person or persons? Yes    No (if yes, please provide details)
	<input type="checkbox"/> a non-government employer with fewer than 20 employees (small business)? Yes    No
	<input type="checkbox"/> a registered Australian Disability Enterprise (ADE) – registered means to be listed as an approved ADE on the <a href="#">Australian Disability Enterprises website</a> . Yes    No
	<input type="checkbox"/> a registered Aboriginal business – the business is to be registered on the <a href="#">Aboriginal Business Directory WA</a> and/or on <a href="#">Supply Nation's Indigenous Business Direct</a> . Yes    No If Yes, registered on: <input type="checkbox"/> Aboriginal Business Directory WA <input type="checkbox"/> Supply Nation's Indigenous Business Direct <input type="checkbox"/> Both
Has the above entity, any senior officer of the above entity, or any person included in the Specified Personnel (Part B.3) been convicted of a criminal offence that is punishable by imprisonment or detention?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, provide details)

**Mandatory Prequalification Requirements****Instruction to Respondents:**

*If there are any mandatory Prequalification Requirements [Part A, Clause 1.5], specifically respond to them here. If there are no mandatory Prequalification Requirements write "Not Applicable".*

*Please Note: If you are unable to meet any mandatory Prequalification Requirements your response will be excluded from consideration.*

**Respondent's Response:****Contact Officer**

For all matters relating to this Offer, the Respondent's Contact Officer will be:

Name:

Position title:

Telephone:

Mobile:

Email:

Postal Address:

**Contract Manager** (if different from the Contact Officer)**Instruction to Respondents:**

*Respondents should provide the requested details of the person they propose to be their Contract Manager if a contract is awarded.*

Name:

Position title:

Telephone:

Mobile:

Email:

Postal Address:

(if different from above)



## Part B.2 – Qualitative Criteria: Suitability of Proposed Goods and/or Services

### **Handy Hint**

*This is your organisation's opportunity to convince the evaluation panel that your organisation understands the Customer's requirements and can deliver them to a high standard.*

*This is the place to highlight your competitive advantage, as well as any special or unique features of your Offer. Depending on the requirements, your organisation's Offer could propose a detailed project plan including project milestones and completion dates; timeframes; quality standards or performance indicators that demonstrate success or progress. It could also detail any critical issues or key delivery risks of which the Customer should be aware.*

*Do not rely solely on your organisation's reputation – it is the opportunity to promote your organisation.*

### **Detailed proposal to meet the Customer's requirements**

#### **Instruction to Respondents:**

*The information you provide in this section will be considered in evaluating the extent to which this Offer meets the Customer's requirements. Be as concise as possible. Do not provide general marketing material that does not relate to the specific requirement.*

*Provide a detailed description of your proposal to supply the Customer's requirements, including any delivery methodology.*

#### **Respondent's Response:**

## Part B.3 – Qualitative Criteria: Respondent’s Organisational Capacity, Experience and Specified Personnel

### **Handy Hint**

*This is your opportunity to highlight any unique capabilities.*

*Depending on the requirements, this could include a detailed description of your recent experience in successfully supplying similar Goods and/or Services. It could also include your organisation’s expertise in this field, brief information about your personnel (highlighting relevant expertise and experience), details of relevant intellectual property or unique Goods used.*

*You may also attach brief supporting information specific to this procurement including tailored CVs for Specified Personnel, where relevant.*

### **Statement of Organisational Capacity and Experience**

#### **Instruction to Respondents:**

*The information you provide in this section will be considered in evaluating your organisation’s proven capacity to meet the Customer’s requirements.*

*Provide clear, concise details of your relevant abilities to deliver what you have proposed above.*

*This is your opportunity to prove to the evaluation panel that you can meet the Customer’s requirements to a high standard.*

#### **Respondent’s Response:**

### **Specified Personnel**

#### **Handy Hint**

*Where the person proposed is a recognised expert in their field and the quality of your proposal relies on their expertise, they must be specified in the table below. Only include names for Specified Personnel where their unique skills are relevant.*

*However, where you have a number of staff who could perform a particular role, include details of the position/role, and the % of the project time that this role will perform. In these circumstances, it would not be necessary to name the person.*

*The % Time column is the % of the total project time each specified person/role will provide.*

*Include subcontractor personnel in this table, if applicable.*

#### **Instruction to Respondents:**

*Usually it will not be necessary to include Specified Personnel for Goods and/or Services contracts.*

*However, if your proposal has referenced the skills of specific personnel provide details in the table below. Include their role, the percentage of the project that they will complete (the total of all specified personnel will add to not more than 100% of the project). Only propose Specified Personnel where you can reasonably expect them to perform the roles nominated.*

*Also include the same details for any subcontractor personnel, if applicable.*

*Add extra lines to the table if required. If no Specified Personnel are proposed insert “Not Applicable” in the table.*

<b>Position/Role</b>	<b>% Time</b>	<b>Name</b>

Total all project personnel	100%	
-----------------------------	------	--

### **Subcontractors**

#### **Handy Hint**

*The Supplier remains solely responsible to the Customer for all obligations under the Contract and therefore is responsible for subcontractor performance and management. The Supplier must ensure that any subcontract the Supplier enters into for the purpose of fulfilling their obligations under the Contract imposes any necessary obligations on the subcontractor (including this requirement on any subcontracts by a subcontractor).*

*If you are intending to include subcontractors, ensure that you undertake reasonable enquiries to determine their suitability to supply the subcontracted goods or services*

#### **Instruction to Respondents:**

*Provide details of each subcontractor individual or organisation you will use below. If no subcontractors are proposed write "Not Applicable".*

*Respondents must identify the roles or the specific parts of the contract each subcontractor will perform.*

#### **Respondent's Response:**

Full legal name of subcontractor:

Business name of the subcontractor:

ACN/ABN (if applicable):

Postal address:

Requirements to be subcontracted:

### **Conflict of Interest**

#### **Handy Hint**

*A perceived Conflict of Interest is one in which a reasonable person would think that the person's judgement and/or actions may be compromised.*

*It is important that the Respondent notify the Customer immediately if an actual, perceived or potential conflict of interest arises or may arise after the Offer has been submitted or during the Contract period.*

#### **Instruction to Respondents:**

*Would a real or perceived conflict of interest exist, or a potential conflict arise, if the Respondent (or where applicable the subcontractor) entered into a contract with the Customer? If so, include full details and strategies to manage the conflict here.*

*Has this Offer been prepared with any assistance from a current or former employee of the Customer? If so, include full details here.*

*If none, write "Nil".*

#### **Respondent's Response:**

### **Referees**

#### **Handy Hint**

*A reference is stronger if your organisation and/or Specified Personnel has recently provided the referee with similar Goods and/or Services.*

*It is also good practice to make sure that any referees nominated are aware they might be contacted.*

**Instruction to Respondents:**

Provide daytime contact details for two (2) referees who can attest to your capacity to meet the Customer's requirements.

<b>Referee Name</b>	<b>Position/Company/Agency</b>	<b>Phone No</b>	<b>Email Address</b>

**Additional Information****Handy Hint**

Respondents may use this opportunity to identify any pre-existing intellectual property or unique methodology. This section should not be used to include generic marketing information that is not specific to the requirements. Be as concise as possible.

**Instruction to Respondents:**

Are there additional details relevant to this Offer that you have not already included but want the Customer to consider? Any information included here should be relevant to this Offer and be as concise as possible.

**Respondent's Response:**

## Part B.4 – Total Costs to be incurred by the Customer

### **Instruction to Respondents:**

The information you provide in this section will be considered in assessing the total costs the Customer will incur if it accepts your Offer.

## Pricing

### **Lump Sum Fees and Charges**

#### **Handy Hint**

Include in the table(s) below all the known costs for the Goods and/or Services on a lump sum price basis.

#### **Instruction to Respondents:**

Fill out table A if the specification only requires the delivery of Goods.

Fill out table B if the specification only requires the delivery of Services.

Fill out both table A and B if both Goods and Services are required.

Fill out the table(s) below including lump sum prices for each item. These lump sum prices must include any taxes, duties and any other government charges that may be imposed or levied in Australia or overseas. Add extra rows to the table if required.

The Item Descriptions and Milestone Descriptions should reflect those contained in the Delivery and Acceptance section at Part A of this Request.

Table A: For Goods only					
Due Date	Item Description	Qty	Price (GST Exclusive)	GST component	Total Price (GST Inclusive)
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
Total Lump Sum Price for Goods					\$

Table B: For Services only				
Due Date	Milestone Description	Price (GST Exclusive)	GST component	Total Price (GST Inclusive)
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
Total Lump Sum Price for Services				\$

### Other Fees and Charges

**Instruction to Respondents:**

Include only those other charges that are not included in the prices quoted above. An example of another charge could be a delivery fee for split deliveries where the total number of deliveries are not able to be calculated in advance. Add extra rows to the table if required.

If none, Respondents should complete the table with "Not Applicable".

Description / Comments	Cost (GST Exclusive)	GST component	Total cost (GST Inclusive)
	\$	\$	\$
	\$	\$	\$
Total Other Costs (additional to above)			\$

### Proposed Payment Schedule

**Handy Hint**

The total payment amount is the Total Lump Sum Price excluding any other costs. If Other Costs have been proposed the Total Payment Amount percentage will be less than 100%.

**Instruction to Respondents:**

Only complete this table if you are proposing that progress payments be made. If there are no progress payments, leave this table blank.

Do not propose a payment schedule that reflects more than the value of the milestones or deliverables achieved at any stage. Prepayment for Goods/Services is not allowed.

Add extra lines to the table if necessary.

Estimated Date	Milestone	Payment amount GST Inclusive	% of Maximum Contract Price
		\$	%
		\$	%
		\$	%
Total Payment Amount		\$	100%

## ATTACHMENT 4 – EVALUATION REPORT TEMPLATE



**Text Legend** *Delete this legend before finalising the document*

*Red text is an instruction and should be deleted after reading*

*Blue text should be edited or deleted as required. Change Blue text to Black if keeping*

*Black text should generally be considered as fixed text*

# EVALUATION REPORT

## Request Title:

**[Insert Request Title]**

## Request Number:

**[Insert Request Number]**

## 1. Evaluation Summary

Item	Response
Contract Title:	[Title]
Scope:	<p><i>[provide a brief overview of what is to be purchased/provided]</i></p> <p>See 'Scope of Contract' at Section 2 for further information</p>
Contract Term:	<p>Initial: [Term]</p> <p>Extension options: [Options]</p>
Recommended <i>or</i> Preferred Respondent(s):	<p>[name of Recommended or Preferred Respondent(s)]</p> <p>See 'Recommendation' at Section 4</p>
Pre-Tender Estimated Total Contract Value and Total Contract Value:	<p>\$[insert \$ amount] (inc GST) – Estimated</p> <p>\$[insert \$ amount] (inc GST) – Tendered</p> <p><i>[If the Price Variance is significant, please provide an explanation as to why this is the case.]</i></p> <p><i>[Include and edit, as applicable, the following where the total contract value is an estimate.]</i></p> <p>The estimated total contract value is based on the price methodology used and may vary depending on <i>[actual contract usage or explain other or additional reasons that affect the estimated total contract value]</i>.</p> <p>The estimated total contract value is based on the estimated expenditure at this time but may vary depending on budget availability.</p>
Price Variation:	<p>The Price is fixed for the Term.</p> <p><i>or</i></p> <p>The Price is fixed for the first year of the Term.</p> <p>On each anniversary of the Commencement Date, the Price will be varied by the Consumer Price Index (Consumer Price Index, Australia (Cat No 6401.0): 1 All Groups, Index Numbers – Perth).</p> <p><i>or</i></p> <p>The Price is fixed for the first year of the Term.</p> <p>The Price will be varied after the first year of the Term on [specify date] by [specify mechanism].</p>
Eligible Business under Regional Price Preference Policy?	Yes / No
Anticipated Contract Commencement Date:	[Date]
Issues to be Resolved?	<p>Yes / No</p> <p><i>[If "Yes" insert]</i> Refer 'Issues to be Resolved' at Section 7.</p>



Item	Response
Contract Management Plan?	N/A or Yes
Contract Manager Name and Position	<i>[Insert name of Officer and position]</i>
Registered Australian Disability Enterprise (ADE)? <i>[If Yes, ensure the ADE is listed as an approved ADE on the Australian Disability Enterprises website at <a href="http://buyability.org.au/directory/">http://buyability.org.au/directory/</a>]</i>	Yes / No
Registered Aboriginal business? <i>[If Yes, ensure the business is registered on the Aboriginal Business Directory WA at <a href="http://www.abdwa.com.au/">http://www.abdwa.com.au/</a> and/or on Supply Nation Indigenous Business Direct at <a href="http://supplynation.org.au/">http://supplynation.org.au/</a>]</i>	Yes / No If Yes, business registered on: Aboriginal Business Directory WA Supply Nation's Indigenous Business Direct Both Date verified: [enter date]

## 2. Scope of Contract

*[provide summary / overview of the project]*

## 3. The Evaluation

### 3.1. Evaluation Panel Members

Name	Job Title	Role
<b>Voting Members</b>		
		Chairperson
<b>Non-Voting Members</b>		
		Facilitator

The contact details for the evaluation panel Chairperson are: [insert contact details].

The contact details for the evaluation panel Facilitator are: [insert contact details].

### 3.2. Declaration of Interest and Confidentiality

All persons associated with the procurement process have completed a Declaration of Interest and Confidentiality form and, as applicable, declarations were made or reaffirmed, in writing, prior to the commencement of the evaluation process.

No interests were declared at evaluation or as applicable, in any previous declaration made. *or* The following interests were declared at evaluation and/or in any previous declaration made:

- [insert details].

These interests were addressed by:

- [insert details of the manner in which these interests were managed].

### 3.3. Responses Received

Responses were received from the following organisations:

*[List in alphabetical order. Please ensure the name included below reflects the correct legal entity. If unsure, check the Australian Securities and Investment Commission website at <http://www.asic.gov.au/> or the Australian Business Number website at <http://abr.business.gov.au/>].*

- a. [Name] (location eg Perth, NSW...)
- b. [Name] (location eg Perth, NSW...)
- c. [Name] (location eg Perth, NSW...)

### 3.4. Pre-selection Assessment

All Respondents [met the Pre-qualification Requirements] in Appendix A and were passed through to the Qualitative Assessment.

*or*

The following Respondents did not pass through to Qualitative Assessment: *[list names and reason why]*

- a. [Name]  
[Reason why]
- b. [Name]  
[Reason why]
- c. [Name]  
[Reason why]

All other Respondents [met the Pre-Qualification Requirements and] properly addressed the Compliance and Disclosure Requirements and were processed through to Qualitative Assessment.

### 3.5. Qualitative Assessment – Score and Price Summary

See Appendix A for qualitative requirements. Refer to the Evaluation Rating Scale in Appendix 2.

Qualitative Requirement		Weighting	Respondent A			Respondent B			Respondent C			Respondent D			Respondent E		
			Raw /9	Weighted /9	%	Raw /9	Weighted /9	%	Raw /9	Weighted /9	%	Raw /9	Weighted /9	%	Raw /9	Weighted /9	%
1	Understanding of the required tasks	X%															
2	Organisational capacity	X%															
3	Experience	X%															
4	X	X%															
	Total Weighted Score (%)																
	Qualitative Ranking																
	Price (inc GST)																
	Regional Price Preference Policy or Australian Product/ Supplier																
	Total Price (inc GST)																
	Price Ranking																

#### 4. Comparative Statement – Qualitative Requirements and Price

A summary statement for each Respondent is provided below.

The summaries have been prepared for the purposes of providing feedback to Respondents, and as a brief overview of the principal issues used by the evaluation panel to reach a decision. The summaries are not meant to cover all criteria and issues discussed by the evaluation panel.

##### Respondent's Name

- Total qualitative score [insert percentage]% – ranking [insert ranking]/X.
- Total price \$[insert amount] (inc GST) – ranking [insert ranking]/X.

*[Insert Heading of Qualitative Requirement]*

- *Discussion of the response to a requirement.*
- *Include the evaluative statement from the evaluation rating scale that corresponds to the score given.*

*[Insert Heading of Qualitative Requirement]*

- *Discussion of the response to a requirement.*
- *Include the evaluative statement from the evaluation rating scale that corresponds to the score given.*

- Summary of price (competitive, expensive, etc).

**Outcome:** [Not] Recommended *[or]* [Not] Shortlisted

*[include justification]*

##### Respondent's Name

- Total qualitative score [insert percentage]% – ranking [insert ranking]/X.
- Total price \$[insert amount] (inc GST) – ranking [insert ranking]/X.

*[Insert Heading of Qualitative Requirement]*

- *Discussion of the response to a requirement.*
- *Include the evaluative statement from the evaluation rating scale that corresponds to the score given.*

*[Insert Heading of Qualitative Requirement]*

- *Discussion of the response to a requirement.*
- *Include the evaluative statement from the evaluation rating scale that corresponds to the score given.*

- Summary of price (competitive, expensive, etc).

**Outcome:** [Not] Recommended *[or]* [Not] Shortlisted

*[include justification]*

#### 5. Recommendation

[name of Respondent] is the evaluation panel's recommended or preferred Respondent.

The basis for this decision is as follows:

- a. Quality

[Discuss]

- b. Price

[Discuss]

A settlement discount of [discount percentage]% will apply for payment made within [number of days] days of rendering of the account.

*[NB: If only one Respondent, explain how price was benchmarked (eg price compares favourably with price for a similar contract recently awarded either locally or in another State – provide details).]*

- c. Summary

*[Include in this section justification for your value for money decision. Include, for example, why lower priced or comparatively higher scored offers were not recommended]*

In summary, [Name of Respondent] is best suited to meet the Request requirements and represents Value for Money.

## 6. Due Diligence

*[Include in this section any due diligence undertaken. If no due diligence undertaken, give reasons]*

- a. Referee Reports

The following table provides a summary of the referees contacted and their comments in relation to the recommended or preferred Respondent.

Referee Contact	Comment
[Organisation and contact person]	
[Organisation and contact person]	
[Organisation and contact person]	

In summary, the referee reports supported the Evaluation Panel's recommendation(s).

*[or]*

*[Provide further detail]*

- b. Financial Due Diligence

*[Provide further detail]*

- c. *[Insert detail of any other due diligence undertaken]*

## 7. Issues to Be Resolved

No issues to be resolved.

*or*

[State issues as applicable and provide detail]

## 8. Endorsement by Evaluation Panel

[Insert Name]	[Insert Job Title]	Date
[Insert Name]	[Insert Job Title]	Date
[Insert Name]	[Insert Job Title]	Date
[Insert Name]	[Insert Job Title]	Date
[Insert Name]	[Insert Job Title]	Date

## **Appendix A – Selection Requirements**

### **Pre-qualification Requirements**

There were no pre-qualification requirements for this Request.

or *[Delete the one that is not applicable]*

The pre-qualification requirements for this Request were:

### **Compliance and Disclosure Requirements**

The compliance and disclosure requirements for this Request were:

[List requirements]

### **Qualitative Requirements**

The qualitative requirements for this Request were:

[List

requirements]

## **Appendix B – Evaluation Rating Scale**

A rating scale of 0-9 was used for evaluating each submission. Panel members were required to score each Respondent's response to the qualitative requirements. The rating scale and a description for the range of scores is shown in the table below.

<b>Score</b>	<b>Description</b>
<b>0</b>	The response <b>does not</b> address the qualitative requirement  <b>or</b> The evaluation panel is <b>not confident</b> that the Respondent: <ul style="list-style-type: none"><li>• Understands the Request requirements covered by this qualitative requirement; and / or</li><li>• Will be able to satisfactorily meet the Request requirements covered by this qualitative requirement.</li></ul>
<b>3</b>	The evaluation panel has <b>some reservations</b> whether the Respondent: <ul style="list-style-type: none"><li>• Understands the Request requirements covered by this qualitative requirement; and / or</li><li>• Will be able to satisfactorily complete the Request requirements covered by this qualitative requirement.</li></ul> If <b>Minor</b> concern: rate higher (4). If <b>Major</b> concern: rate lower (1 or 2).
<b>5</b>	The evaluation panel is <b>reasonably confident</b> that the Respondent <ul style="list-style-type: none"><li>• Understands the Request requirements covered by this qualitative requirement; and / or</li><li>• Will be able to satisfactorily complete the Request requirements covered by this qualitative requirement to a <b>reasonable</b> standard.</li></ul>
<b>6</b>	The evaluation panel is <b>confident</b> that the Respondent <ul style="list-style-type: none"><li>• Understands the Request requirements covered by this qualitative requirement; and / or</li><li>• Will be able to satisfactorily complete the Request requirements covered by this qualitative requirement to a <b>reasonable</b> standard.</li></ul>
<b>7</b>	The evaluation panel is <b>confident</b> that the Respondent: <ul style="list-style-type: none"><li>• Understands the Request requirements covered by this qualitative requirement; and / or</li><li>• Will be able to satisfactorily complete the Request requirements covered by this qualitative requirement to a <b>good</b> standard.</li></ul>
<b>8</b>	The evaluation panel is <b>confident</b> that the Respondent: <ul style="list-style-type: none"><li>• Understands the Request requirements covered by this qualitative requirement; and / or</li><li>• Will be able to satisfactorily complete the Request requirements covered by this qualitative requirement to a <b>high</b> standard.</li></ul>
<b>9</b>	The evaluation panel is <b>confident</b> that the Respondent: <ul style="list-style-type: none"><li>• Understands the Request requirements covered by this qualitative requirement; and / or</li><li>• Will be able to satisfactorily complete the Request requirements covered by this qualitative requirement to a <b>very high</b> standard.</li></ul>



## Code of Conduct for Tender Evaluation Panel Members

**Request Title:**

[Insert Request Title]

**Request Number:**

[Insert Request Number]

## **1. Objective**

This Code of Conduct aims to assist Tender Evaluation Panel Members by providing clear guidelines on expected behaviour and conduct while they are a panel member.

It operates alongside the Local Government Act 1995 and associated Regulations, as well as any other terms of engagement (such as a contract or Local Government Code of Conduct) under which a person has been appointed. It does not replace these requirements.

## **2. The Panel**

The Panel may consist of one of the following:

- Shire of Bruce Rock (Shire) employees (minimum of three)
- Shire employee(s) and External Consultant(s) (minimum of three)

It is best practice that the panel includes at least one person from the Shire.

## **3. Obligations as a Panel Member**

Panel Members acknowledge their activities, behaviour and statutory compliance obligations may be scrutinised in accordance with the Local Government Act 1995, Local Government (Functions and General) Regulations and Council policies.

General principles guide the behaviour of Panel Members who should:

- act with reasonable care and diligence;
- act with honesty and integrity;
- act lawfully;
- avoid damage to the reputation of the Shire;
- base decisions on relevant and factually correct information;
- treat others with respect and fairness; and
- not be impaired by mind affecting substances.

## **4. Honesty and Integrity**

Panel Members will:

- observe the highest standards of honesty and integrity, and avoid conduct that might suggest any departure from these standards;
- bring to the notice of the Chief Executive Officer (CEO) of the Shire and the Chair of the Evaluation Panel any dishonesty or possible dishonesty on the part of any other Panel Member; and
- be frank and honest in their official dealing with each other.

## **5. Duty of Confidentiality**

Panel Members must not divulge any confidential information to other parties.

For the avoidance of doubt, a Panel Member must not discuss, disclose or provide copies of relevant information of the tender to other tenderers or anyone outside of the Tender Evaluation Panel. This includes the confidential pricing information provided by a respondent, which cannot be provided to

a third party (either within the organisation or external) without the express approval of the Chairperson of the Panel, in consultation with the Facilitator.

A Panel Member shall keep the results of the Tender selection process confidential. No indication of the likely recommendation will be discussed, disclosed or allowed to be disclosed without written approval from the CEO.

Nothing in the above shall have the effect of preventing the Panel Member from making to the Corruption and Crime Commission of WA any allegation referred to in the Corruption and Crime Commission Act 2003.

At the completion of the evaluation, the Panel Member may be requested to return all confidential information relating to the evaluation, and must not keep or make copies of such information.

## **6. Communication of Information**

Panel Members acknowledge that:

- as a Panel Member, there is respect for the decision making processes of the Shire;
- information of a confidential nature must not be communicated;
- information relating to decisions of the panel must only be communicated in an official capacity by a designated employee of the Shire and
- Panel Members are not permitted to make unauthorised comment on any issue relating to Tenders to any media outlet. This includes any publication or broadcast program that transmits to the public through any type of distribution method, including 'on-line' media. Any such requests for information made to a Panel Member should be directed to the CEO.

## **7. Relationships between Panel Members and Local Government Employees**

An effective Panel Members will work as part of the evaluation team with a mutual respect and co-operate with each other. To achieve that, Panel Members need to observe their statutory obligations and:

- accept that his or her role on the Evaluation Panel is not a management or administrative one;
- acknowledge that he or she has no capacity to individually direct the Shire employees to carry out particular functions; and
- refrain from publicly criticising employees in a way that casts aspersions on their professional competence and credibility.
- Panel Members will not take advantage of their position to improperly influence other Panel Members or Shire employees in the performance of their duties or functions, in order to gain undue or improper (direct or indirect) advantage or gain for themselves or for any other person or body.

## **8. Disclosure of Interests Affecting Impartiality**

Panel Members must disclose any interest that could, or could reasonably be perceived to, adversely affect their impartiality. This could arise from financial, indirect or proximity interests such as kinship, friendship or membership of an association. An interest is also anything that could affect their impartiality to any of the tenderers or their associates.

Panel Members must complete a Declaration of Confidentiality and Interest Form and provide it to the Evaluation Panel's Facilitator after receiving a list of tender respondents and prior to receiving the detailed tender responses.

Panel Members must continue to assess their interest and, should their situation change, inform the Evaluation Panel Chair and the CEO immediately, and complete the form detailing the nature of the interest.

## **9. Personal Benefit**

Panel Members will not use confidential information to gain improper advantage for themselves or for any other person or body, in ways that are inconsistent with their obligation to act impartially, or to improperly cause harm or detriment to any person or organization.

## **10. Misuse of Resources**

Panel Members will:

- be scrupulously honest in the use of resources;
- not misuse resources or permit their misuse; and
- not use the resources (including the services of employees) for private purposes, unless properly authorised to do so, and appropriate payments are made (as determined by the CEO).

## **11. Securing personal advantage or disadvantaging others**

Panel Members will not make improper use of their appointment to an Evaluation Panel to:

- gain, directly or indirectly, an advantage for the person or any other person; or
- cause detriment to any other person.

## **12. Gifts**

A Panel Member must not accept a gift from a person who:

- is undertaking or seeking to undertake an activity involving a decision by the Shire; or
- is reasonable to believe is intending to undertake an activity involving the Shire.

Any Panel Member who is offered a gift from a person referred to above must report to the Tender Evaluation Panel the name of the person and nature of the gift, regardless of whether the offer was declined by the Panel Member.

## **13. Intellectual Property**

The title to intellectual property in all duties relating to the tender will be assigned to the Shire upon its creation, unless otherwise agreed by a separate contract. The Evaluation Panel Member may not use any information gained during an evaluation process for anything, apart from the evaluation.

## **14. Contravention of This Code**

A person who has reason to believe that a Panel Member has contravened a provision of this Code shall advise the Chair of the Evaluation Panel and the Shire's CEO.

---

I have read, understood and will abide by the Code of Conduct for Tender Evaluation Panel Members:

**PANEL MEMBER NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# Contract Management Plan

<Insert Name of Contract>

**Template notes – delete prior to finalising this document**

This document may be required for a significant contract (either because of its value, its sensitive nature or risk profile). It has been developed to assist with the strategic thinking behind the proposed contract and its linkage to the Shire's strategic and business plans.

Blue Text	Must be completed, amended or deleted, as required.
Red Text	Is guidance / example / instructional information only and must be deleted prior to finalising the document

Name of Contract Manager: [Name]

Title: [Position]

Date: [insert date]

1. Reference Information			
Title			
Contract Number		Contract Manager – Name	
Contract Initial Term		Contract Extension	
Procurement Process		Total Contract Value	
Commencement Date		Cessation Date (Initial Term)	

2. Key Documents	
Procurement Plan	<Document location>
Contract	<Document location>

3. Contract Management Approach			
Initial Risk Assessment	<As determined prior to procurement process>	Current Risk Assessment	<As calculated in subsequent risk reviews>
Business Criticality 1 = High, 5 = Low	<Provide rating and briefly outline reasons>		
Contract Management Approach	<Identify contract management strategy and actions>		

4. Background	
Objectives	<What is the purpose of this contract – e.g. improve services, reduce risk, increase safety, reduce cost – are they in alignment with the Shire’s objectives?>
Scope and Key Deliverables	<State in one paragraph or less the Statement of Requirements (summary) and Key Deliverables>

5. Key Parties			
Supplier			
Contractor Name		Address	
Contractor Representative		Position	
Telephone		Email	

6. Internal Stakeholders	
Contract Manager and Title	
Key Stakeholders	
Handover from Procurement to Contract Management	<Insert scheduled date for this meeting>
Training Requirements	<Detail training requirement for internal stakeholders if any>

7. Key Milestones			
Contract Start Date		Contract End Date	
Contract Renewable	Yes/No	Contract Renewal Review Date	
Other Key Milestones			



Key Conditions of Contract			
Contract Template	<Identify which contract template will be / has been used>		
Special Conditions	<Identify any special conditions included in the contract>		
Departures from Standard Terms?	<List any deviations from the standard terms>		
Contract Variations	<List any contract variations that have been proposed / approved>		
Insurance Requirements	<As determined in procurement plan>	Cyber Security Insurance: <\$>	
Liabilities	Product Liability: <\$>	Professional Indemnity: <\$>	Workers Compensation: <\$>
Licenses Required	<Identify any licences required to be monitored annually as per the Contract>		
Registration Requirements	<Identify registrations required to be included in the contract. Check annually>		
Accreditations	<Identify accreditations required to be included in the contract. Check annually>		

Financial Considerations	
Payment	
Payment Arrangements	<Detail how often payments are to be made (e.g. upon completion of milestones, set dates, etc.)>
Invoice Verification	<Name and title of person responsible>
Invoice Authorisation	<Name and title of person responsible>
Payment Terms	<Detail payment terms (x days from invoice receipt)>
Incentives and abatements	
Incentive Payments	Yes                      No
Incentive Payment Details	<Provide details of how incentive payments are awarded>
Liquidated Damages	Yes                      No

<b>Liquidated Damages Details</b>	<Provide details of how abatements are calculated and applied>
<b>Other financial considerations</b>	
<b>Price Reviews</b>	<Describe mechanisms for conducting price reviews>
<b>Provisional Sums</b>	<If provisional sums are included in the contract, detail the amount included, and summarise how this is to be managed>

<b>Performance Management</b>			
<b>KPIs</b>	<List KPIs in contract>	<Monitoring Methods>	<Frequency>
(example)	Contractor Performance	Internal stakeholder feedback Feedback from other stakeholders (eg on site)	Periodic
(insert more lines as required)			
<b>Performance Standards</b>	<List standards in contract>		
<b>Performance Monitoring</b>	<Identify the person responsible> <Identify the monitoring approach>		
<b>Reporting Requirements</b>	<List reports that supplier has to deliver and due dates>		

<b>Contract Management Processes</b>	
<b>Conflicts and Disputes Resolution</b>	<List any contract clauses specifying dispute resolution process>
<b>Contract Variation Handling</b>	<Describe the contract variation handling process, including the triggers for variation, the variation proposal template location, any pricing arrangements for variation, the approvals process for variation, who approves variations and the variation implementation process:>

<b>Risk and Issue Management</b>
----------------------------------

<b>Overall Risk Assessment</b>	
<b>Risk Management Plan</b>	<Document location>
<b>Key Risks</b>	<Detail the key risks and the associated mitigation actions>
<b>Issue Register</b>	<Document location>

<b>Process Improvement</b>	
<b>Post Implementation Review</b>	<Record the date that this is scheduled, and the outcome of the review>
<b>Lessons Learnt Review</b>	<Record the date that this is scheduled and the outcome of the review>

<b>Policy Name:</b>	<b>2.8</b> Tenders – Regional Price Preference
<b>Department:</b>	Finance
<b>Date Adopted:</b>	20 April 2006
<b>Last Reviewed:</b>	19 December 2019

<b>Preamble</b>	Regional Price Preference of up to 10% for businesses based in Shire of Bruce Rock.
<b>Objective</b>	To ensure that local businesses are given local contractors a price variation up to 10% during tenders.
<b>Policy</b>	<p>The following guidelines are to be followed for tenders;</p> <ol style="list-style-type: none"> <li>1. That a Regional Price Preference will be provided to businesses operating within the boundary of the Shire of Bruce Rock for all goods and services in accordance with Regulation 24D of the Local Government (Function and General) Regulations 1996. <ol style="list-style-type: none"> <li>a) Up to 10% - where the contract is for goods and services, up to a maximum reduction of \$50,000.</li> <li>b) Up to 5% - where the contract is for construction (building) services, up to a maximum price reduction of \$50,000, or</li> <li>c) Up to 10% - where the contract is for goods and services (including construction services), up to a maximum price reduction of \$500,000 if the Local Government is seeking tenders for the first time, due to goods or services previously being undertaken by the Shire of Bruce Rock.</li> </ol> </li> <li>2. A copy of this policy must be supplied with each tender document.</li> <li>3. The Regional Price Preference Policy will apply to all tenders unless otherwise resolved by Council and that decision is included in the advertising and specifications.</li> </ol>
<b>Process</b>	<p>Policy will be supplied with each tender</p> <p>Regional Price Preference will then be applied to each tender prior to awarding tender.</p>
<b>Head of Power</b>	Local Government (Functions and General) Regulations 1996, 24B-G.

<b>Policy Name:</b>	<b>2.9</b> Investment of Surplus and Reserve Funds
<b>Department:</b>	Finance
<b>Date Adopted:</b>	15 May 2008
<b>Last Reviewed:</b>	18 May 2023

## Objective

- To ensure the security of Councils funds.
- To undertake investment of surplus funds.
- To maximise earnings from authorised investments.

## Policy

### 1) Authorised Officers

Chief Executive Officer, Manager of Governance and Community Services, Manager of Finance and Senior Finance Officer be authorised to invest surplus funds.

### 2) Authorised Investments

Bank Interest bearing deposits with;

- i. an authorised deposit-taking institution as defined in the Banking Act 1959 (Commonwealth) section 5; or
- ii. the Western Australian Treasury Corporation established by the Western Australian Treasury Corporation Act 1986.

### 3) General Policy Guidelines

Term to Maturity

- The term to maturity of any Councils direct investments may range from “at call” to 3 years, unless specifically approved by Council.

Quotations on Investments

- Not less than two (2) quotations shall be obtained from authorised institutions when investing in an institution other than Council’s present bankers.

### 4) Review/Reporting

- A monthly report is provided to Council detailing Investments held at month end included as part of monthly Financial Reports.
- The report will detail investment income earned versus budget.
- A register of all investments be maintained.

## Process

Surplus funds are invested in accordance with this policy to ensure the highest rate of return on invested funds is maintained.

A report is presented monthly to Council giving details of current investments, including investment period and rates.

Council’s policy regarding signatories on Council’s bank accounts must be observed when investing funds.

## Head of Power

Local Government Financial Management Regulations  
Local Government Act 1995 – s6.14  
Policy 2.1 – Signatories on Council’s Bank Accounts

<b>Policy Name:</b>	<b>2.10</b> Petty Cash Policy
<b>Department:</b>	Finance
<b>Date Adopted:</b>	15 February 2018
<b>Last Reviewed:</b>	18 May 2023

**Preamble** This policy is intended to enable Council to balance the need for effective control over the acquisition of goods and services of low value, against the processing costs associated with low value acquisitions.

**Objective** To provide Council staff with parameters under which petty cash funds can be used for miscellaneous and business-related expenditure of low value, where payment through the accounts payable system is not justified or appropriate.

**Policy** The following guidelines are to be followed when making payments utilising petty cash funds;

#### **Definitions**

- Cashier - CEO appoints an Officer to take responsibility for the day to day management of the Petty Cash. For purposes of this Policy, the Cashier is the Senior Finance Officer.

#### **Responsibilities**

- Cashier is responsible for;
  - Ensuring petty cash tin is secure at all times
  - Retaining acceptable supporting documentation such as receipts and tax invoices
  - Monitoring and reconciling the Petty Cash Float
  - Reporting any loss of funds to the CEO as soon as the loss is discovered.

#### **Petty Cash Float**

- A float of \$300 has been approved and must be kept secure at all time.

#### **Procedure**

- Petty cash can be used for the urgent direct acquisition of goods and services up to the maximum value of \$100.
- Reimbursement of items of a higher value should be made through Accounts Payable and in accordance with Council's Purchasing Policy F1.5.

#### **Petty Cash Vouchers**

- A petty cash voucher must be completed for all petty cash claims. The voucher must include;
  - The date of claim
  - Name of person who incurred the expenses
  - The expenditure amount
  - The GL or Job number expenditure relates to
  - Signature of person collecting the cash
  - Signature of Cashier

- Tax invoice or receipt to support the expenditure.
- Petty cash claims without appropriate receipts or documentation may be declined.

#### **Advances from Petty Cash**

- An advance from Petty cash may only be issued if it is not possible for the individual to make the purchase and then claim the reimbursement.
- To obtain an advance from petty cash, individuals must complete a petty cash voucher signed by the CEO or MGCS. The voucher must state that the petty cash has been requested in advance and should be signed by the Cashier and the purchaser on advancement of the funds.
- The purchaser must submit the original receipt to the Cashier, together with any surplus funds, as soon as practicable after the purchase.
- Under no circumstances will petty cash be advanced to employees for items of personal nature. All requests for IOU's from petty cash will be declined.

#### **Reconciliation and Reimbursement of Petty Cash**

- The Cashier is to monitor the Petty Cash float balance and when reimbursement is required, the Cashier is to reconcile with the petty cash vouchers with the float. The reconciliation spreadsheet and the petty cash vouchers are submitted to the CEO for approval.

#### **Head of Power**

Local Government Act 1995 and Local Government (Financial Management) Regulations 1996

<b>Policy Name:</b>	<b>2.11</b> Related Party Disclosures
<b>Department:</b>	Finance
<b>Date Adopted:</b>	15 June 2017
<b>Last Reviewed:</b>	19 December 2019

**Preamble**                      Policy in respect to the disclosures required under AASB 124 Related Party Disclosure

**Objective**                      The objective of AASB 124 is to ensure that an entity's financial statements contain disclosures necessary to draw attention to the possibility that its financial position and profit or loss may have been affected by the existence of related parties and transactions.

The disclosure requirements apply to the existence of relationships regardless of whether a transaction has occurred or not. For each financial year, the Shire of Bruce Rock must make an informed judgement as to who is considered to be a related party and what transactions need to be considered, when determining if disclosure is required.

The purpose of this policy is to stipulate the information to be requested from related parties to enable an informed judgement to be made.

## **Policy**

### **1. Identification of Related Parties**

AASB 124 provides that the Shire of Bruce Rock will be required to disclose in its Annual Financial reports, related party relationships, transactions and outstanding balances.

Related parties includes a person who has significant influence over the reporting entity, a member of the key management personnel (KMP) of the entity, or a close family member of that person who may be expected to influence that person.

KMP are defined as persons having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly.

For the purposes of determining the application of the standard, the Shire of Bruce Rock has identified the following persons as meeting the definition of Related Party:

- An elected Council member
- Key management personnel being a person employed under section 5.36 of the Local Government Act 1995 in the capacity of Chief Executive Officer or Executive Manager
- Close members of the family of any person listed above, including that person's child, spouse or domestic partner, children of a spouse or domestic partner, dependents of that person or person's spouse or domestic partner.
- Entities that are controlled or jointly controlled by a Council member, KMP or their close family members. (Entities include companies, trusts, joint ventures, partnerships and non-profit associations such as sporting clubs).



The Shire of Bruce Rock will therefore be required to assess all transactions made with these persons or entities.

## **2. Identification of related party transactions**

A related party transaction is a transfer of resources, services or obligations between the Shire of Bruce Rock (reporting entity) and the related party, regardless of whether a price is charged.

For the purposes of determining whether a related party transaction has occurred, the following transactions or provision of services have been identified as meeting this criteria:

- Paying rates
- Fines
- Use of Shire of Bruce Rock owned facilities such as Recreation Centre, Aquatic Centre, library, parks, ovals and other public open spaces (whether charged a fee or not)
- Attending council functions that are open to the public
- Employee compensation whether it is for KMP or close family members of KMP
- Application fees paid to the Shire of Bruce Rock for licences, approvals or permits
- Lease agreements for housing rental
- Lease agreements for commercial properties
- Monetary and non-monetary transactions between the Shire of Bruce Rock and any business or associated entity owned or controlled by the related party (including family) in exchange for goods and/or services provided by/to the Shire of Bruce Rock (trading arrangement)
- Sale or purchase of any property owned by the Shire of Bruce Rock, to a person identified above.
- Sale or purchase of any property owned by a person identified above, to the Shire of Bruce Rock
- Loan Arrangements
- Contracts and agreements for construction, consultancy or services

Some of the transactions listed above, occur on terms and conditions no different to those applying to the general public and have been provided in the course of delivering public service objectives. These transactions are those that an ordinary citizen would undertake with council and are referred to as an Ordinary Citizen Transaction (OCT). Where the Shire of Bruce Rock can determine that an OCT was provided at arm's length, and in similar terms and conditions to other members of the public and, that the nature of the transaction is immaterial, no disclosure in the annual financial report will be required.

## **3. Disclosure Requirements**

For the purposes of determining relevant transactions in point 2 above, elected Council members and key management personnel as identified above, will be required to complete a Related Party Disclosures - Declaration Form (Appendix A) for submission to financial services.

### Ordinary Citizen Transactions (OCTs)

Management will put forward a draft resolution to Council annually, declaring that in its opinion, based on the facts and circumstances, the following OCT that are provided on terms and conditions no different to those applying to the general

public and which have been provided in the course of delivering public service objectives, are unlikely to influence the decisions that users of the Council's financial statements make. As such no disclosure in the quarterly Related Party Disclosures - Declaration form will be required.

- Paying rates
- Fines
- Paying Department of Transport registration or licensing payments
- Use of Shire of Bruce Rock owned facilities such as Recreation Centre, Aquatic Centre, library, parks, ovals and other public open spaces (whether charged a fee or not)
- Attending council functions that are open to the public

Where these services were not provided at arm's length and under the same terms and conditions applying to the general public, elected Council members and KMP will be required to make a declaration in the Related Party Disclosures - Declaration form about the nature of any discount or special terms received.

#### All other transactions

For all other transactions listed in point 2 above, elected Council members and KMP will be required to make a declaration in the Related Party Disclosures - Declaration form.

#### Frequency of disclosures

Elected Council members and KMP will be required to complete a Related Party Disclosures - declaration form annually.

Upon election, disclosures must be made by all Councillors within 28 days of any ordinary or extraordinary election.

Disclosures must be made immediately prior to the termination of employment of/by a KMP.

#### Confidentiality

All information contained in a disclosure return, will be treated in confidence. Generally, related party disclosures in the annual financial reports are reported in aggregate and as such, individuals are not specifically identified. Notwithstanding, management is required to exercise judgement in determining the level of detail to be disclosed based on the nature of a transaction or collective transactions and materiality. Individuals may be specifically identified, if the disclosure requirements of AASB 124 so demands.

#### **4. Materiality**

Management will apply professional judgement to assess the materiality of transactions disclosed by related parties and their subsequent inclusion in the financial statements.

In assessing materiality, management will consider both the size and nature of the transaction, individually and collectively.



## APPENDIX A

### RELATED PARTY DISCLOSURES - DECLARATION

*As per requirements of AASB 124 Related Party Disclosures, and Business Operating Procedure – Related Party Disclosures. For additional information to assist you in making a declaration, please refer to the Appendices to this form.*

The following declaration must be completed by all Council members, the CEO and Executive Managers of the Shire of Bruce Rock who were elected or employed at any time during the financial year.

<b>Disclosure Period (Quarter Ended):</b>	
<b>Person making disclosure:</b>	
<b>Position held by person:</b> <b>e.g. Councillor, Executive Manager</b>	

#### 1. CLOSE MEMBERS OF THE FAMILY (See Appendix 1)

Name of Family Member	Relationship to you
<i>If there has been no change since your last declaration, please complete "No Change"</i>	

2. ENTITIES THAT I, OR A CLOSE FAMILY MEMBER CONTROLS OR JOINTLY CONTROLS (See Appendix 2)	
Name of Entity	Name of person who has control/nature of control
<i>If there has been no change since your last declaration, please complete "No Change"</i>	

<b>3. ORDINARY CITIZEN TRANSACTIONS – NOT PROVIDED AT ARMS LENGTH</b> Did you or any member of your close family use facilities provided at Recreation or Aquatic Centre, or use any other council provided facility AND you received a discount or special terms that would not otherwise be offered to any other member of the public?			
Name of person using the facility	Service/Facility used	Nature of transaction	Nature of discount or special conditions received.

<b>4. LEASING AGREEMENTS - DOMESTIC RESIDENTIAL</b> Did you, a close family member or related entity, enter into a lease agreement with the Shire of Bruce Rock (either as lessee or lessor) for the provision of a domestic rental property (Includes properties owned by the Shire of Bruce Rock and privately owned properties sub-leased through the Shire of Bruce Rock from a real estate agent)? Did you receive or provide a discount or special terms that would not otherwise be offered to any other member of the public?			
Name of Person party to the lease	Property Address	Term of Lease & Weekly rent	Detail of any non-arms length conditions

<b>5. LEASING AGREEMENTS - COMMERCIAL</b> Did you, a close family member or related entity, enter into a commercial leasing agreement with the Shire of Bruce Rock for the provision of a commercial property? Did you receive a discount or special terms that would not otherwise be offered to any other member of the public?			
Name of person party to the lease	Property Address	Term of Lease & Weekly rent	Detail of any non-arms length conditions

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#### 6. TRADING ARRANGEMENTS

Were you or a close family member (as defined above) the owner of any business (or in a position to substantially control the business) that provided goods or services to the Shire of Bruce Rock? Were those goods or services provided on the same terms and conditions as those available to any other customer? If not, please provide details of the specific terms provided to the Shire of Bruce Rock.

Business name	Goods or services provided	Approximate value for the reporting period	Terms & conditions

#### 7. OTHER AGREEMENTS (Construction, Consultancy, Service Contracts)

Did you, a close family member or related entity, enter into any other agreements/arrangements with the Shire of Bruce Rock (whether or not a price was charged)?

This may include (but is not limited to): construction contracts, consultancy services, service contracts (such as cleaning, maintenance, security). For e.g. a company that a close family member controls, was awarded a contract with the Shire of Bruce Rock for building a new office facility.

Name of person or business/company	Nature of agreement	Value of agreement	Terms & conditions

**8. PURCHASE OF PROPERTY**

Did you, a close family member or related entity, purchase any property or other assets from the Shire of Bruce Rock? (This may include vehicles or other plant items, land or buildings).

Was the purchase made at arm's length (for e.g. at public auction), and on terms and conditions available to any other member of the public? If not, please provide details of the specific terms provided to you.

Name of person or entity name	Property purchased	Value of the purchase	Terms & conditions

**9. SALE OF PROPERTY**

Did you, a close family member or related entity, sell any property or other assets to the Shire of Bruce Rock? (This may include vehicles or other plant items, land or buildings).

Was the sale made at arm's length, and on terms and conditions available to any other member of the public? If not, please provide details of the specific terms provided.

Name of person or entity name	Property Sold	Value of the Sale	Terms & conditions

**10. FEES & CHARGES FOR APPLICATIONS**

Did you, a close family member or related entity, make an application to Council for a trading, building, planning or development application, licence or approval, or any other type of permit or licence?

Name of person or entity name	Application type	Application and/or receipt number

### 11. SELF SUPPORTING LOANS

Did you, a close family member or related entity, enter into a loan agreement with the Shire of Bruce Rock?

For e.g. a club for which you have control (See Appendix 2 for example)

Name of person or entity name	Loan details	Value of the loan	Terms & conditions

### 12. OTHER AGREEMENTS

Please list any other agreement or arrangement you believe is a related party transaction and should be declared.

Name of person or business/company	Nature of agreement	Value of agreement	Terms & conditions

I declare that all information and details provided in this form are true and correct to the best of my knowledge and belief and that no known relevant information has been omitted.

I have made this declaration after reading the information supplied by Council which details the meaning of the definitions to which this declaration relates.

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Once signed please provide to the Manager of Finance.

## APPENDIX 1

### Close Family Members

Close family members include:

- a child, spouse or domestic partner;



- children of your spouse or domestic partner;
- dependents of you or your spouse or domestic partner;
- any other close family member;

who may be expected to influence, or be influenced by, your dealings with the council.

The following table may assist you in identifying your close family members:

Definitely a close family member	May be a close family member
Your spouse/domestic partner	Your brothers and sisters, if they could be expected to influence or be influenced by you in their dealings with council
Your children	Your aunts, uncles and cousins, if they could be expected to influence or be influenced by you in their dealings with council
Your dependants	Your parents and grandparents, if they could be expected to influence or be influenced by you in their dealings with council
Children of your spouse/domestic partner	Your nieces and nephews, if they could be expected to influence or be influenced by you in their dealings with council
Dependants of your spouse/domestic partner	Any other member of your family if they could be expected to influence or be influenced by you in their dealings with council

There may be relationships that a council has which are not identified in this appendix but still meet the definition of a related party.

#### **Example: Cousin of Councillor**

A Councillor for the Shire of Bruce Rock has lived in the Shire of Bruce Rock her whole life. In fact her family has been in the area for generations.

The Councillor's cousin, owns and operates the local newsagent through a company ABC Pty Ltd, in which she owns 100% of the shares. The Councillor and her cousin have always been close and regularly socialise together.

From these facts it would appear that the Councillor's cousin is a close family member of the Councillor because she would be expected to influence, or be influenced by, that person in her dealings with Council.

Both the cousin and the company she controls, ABC Pty Ltd would therefore be related parties of Council.

Any transactions that the Council makes with the newsagent would need to be separately identified and may need to be disclosed

## APPENDIX 2

### Control in entities

**What is an entity that I, or my close family member, control or jointly control?**

Entities include companies, trusts, incorporated and unincorporated associations such as clubs and charities, joint ventures and partnerships.

You control an entity if you have

- a) power over the entity;
- b) exposure, or rights, to variable returns from involvement with the entity; and
- c) the ability to use your power over the entity to affect the amount of your returns.

To jointly control an entity there must be contractually agreed sharing of control of the entity, which exists only when decisions about the relevant activities require the unanimous consent of the parties sharing control.

In some cases it will be obvious that you or a family member control or have joint control over an entity. In other cases it will be less clear.

In some cases it will be obvious that you or a family member control or have joint control over an entity. In other cases it will be less clear.

If you are unsure whether you, or a close family member, has control or joint control of an entity then you should contact the Manager Financial Services for a confidential discussion.

#### **Example: Clubs or other incorporated bodies**

(A Shire Councillor is the President of a local football club)

A Shire Councillor is the President of Bruce Rock Football Club Inc, the local football club. This club is overseen by a committee which comprises the President and four other committee members. Each member has a single vote when making decisions at meetings. The committee members are not related and do not have agreements to vote with one another. The club has over 100 members that each have a vote in electing the committee members at the club's annual general meeting.

From these facts it would appear that the Councillor does not control or jointly control the football club so it will not be a related party of Council just because the Councillor is the president of the club.

#### **Other examples**

##### **Example 1 (Son of CFO employed by council)**

Shire of Bruce Rock has recently employed Paul's son (George) in the Council's parks and garden's area. Paul is Council's Manager of Governance and Community Services but was not involved in hiring George. This process was managed by the Director of Parks and Gardens and included an independent assessment process. Paul did not have any influence in George securing the job.

Paul has been identified as a KMP of council, which makes him a related party.

George will also be a related party of Council because he is a close family member of Paul. The recruitment process that was undertaken for George's position is irrelevant when assessing whether George is a related party.

##### **Example 2 (Cousin of Mayor - related party commonly known but omitted from declaration)**

Shelley, the Mayor of Shire of Bruce Rock forgets to include her cousin Mavis, and Mavis' company, when she completes her KMP declaration.

It is commonly known in the community that Shelley and Mavis are close and that Shelley would be expected to influence, or be influenced by, Mavis in her dealings with Council and vice versa.

Mavis and her company are related parties of Council, even though Shelley omitted them from her declaration.

**Example 3 (Example of control)**

Fred is the Shire President of Shire of Bruce Rock and owns 100% of the ordinary shares in Bruce Rock Development Company Pty Ltd (the company). The ordinary shares are the only shares in the company that have voting rights.

Fred controls the company because he has the power to affect the company's decisions and the return that he will get from the company.

Fred will need to include the company on his related party declaration.

**Example 4 (Example of joint control)**

Fred is the Shire President of Shire of Bruce Rock and owns 50% of the ordinary shares in Bruce Rock Development Company Pty Ltd (the company). Fred's brother Stan owns the other 50% of ordinary shares. Fred and Stan are the only Directors of the company and have equal voting rights on the board.

Fred and Stan have joint control of the company because any decisions require the unanimous consent of them both.

Fred will need to include the company on his related party declaration.

<b>Policy Name:</b>	<b>2.12</b> COVID19 Financial Hardship Policy
<b>Department:</b>	Finance
<b>Date Adopted:</b>	16 <sup>th</sup> April 2020
<b>Last Reviewed:</b>	18 <sup>th</sup> November 2021

**Preamble** Policy in relation to dealing with ratepayers and debtors facing financial hardship during the COVID19 Pandemic.

**Objective** To give effect to the Shire’s commitment to support the whole community to meet the unprecedented challenges arising from the COVID19 pandemic, the Shire of Bruce Rock recognises that these challenges may result in financial hardship for our ratepayers and debtors.

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.

**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**

### **1 Payment difficulties, hardship and vulnerability**

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 Bruce Rock 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.

### **2 Anticipated Financial Hardship due to COVID19**

We recognise that some ratepayers and debtors 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.

The Shire 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.

### **3 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.

### **4 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 Bruce Rock 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).

### **5 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.

### **6 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.

## **7 Debt Recovery**

The Shire 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 3rd 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.

## **8 Review**

The Shire will advise ratepayers or debtors of all decisions made under this policy and advise them of right to seek a review by the full Council.

## **9 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 the ratepayers or debtors request.

The Shire will advise ratepayers and debtors 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.

The Shire recognises that applicants during the time of the COVID19 Pandemic are experiencing additional stressors and may have complex needs. The Shire will provide additional time to respond to communication and will communicate in alternative formats where appropriate. All communication with applicants will be clear and respectful.

## **10 Conflict of Interest**

Where a ratepayer or debtor has a close relationship with any staff member or Councillor, that staff member or Councillor must remove themselves from any decision making process in relation to this policy.

### **Head of Power**

*Local Government Act 1995 and Local Government (Financial Management) Regulations 1996.*

<b>Policy Name:</b>	<b>2.13</b> Waiving of fees
<b>Department:</b>	Finance
<b>Date Adopted:</b>	19 May 2016
<b>Last Reviewed:</b>	10 August 2022

<b>Preamble</b>	Policy in relation to guidelines and direction for waiving of fees.
<b>Objective</b>	To put in place directions for staff, and guidelines for Council, when considering requests to waive or reduce fees for e.g. hire of Shire facilities, accommodation and/or usage fees.
<b>Policy</b>	<p>The Schedule of Fees and Charges is set annually by Council during the Annual Budget process. Staff cannot change or amend these fees and charges without approval by Council by absolute majority. Council have the authority to waive a fee if they decide. For a Fee Waiver request to be considered the following conditions must first be satisfied:</p> <ol style="list-style-type: none"> <li>1. The request must be received in writing at the Shire Office two weeks prior to the next Council Meeting. This allows time for it to be reviewed and placed on the Agenda should this be required.</li> <li>2. No requests for Fee Waivers will be considered retrospectively i.e. for events that have already taken place, or for which there was not sufficient time to prepare for Council's consideration.</li> <li>3. In the Fee Waiver request, applicants should outline any other funding received for the event, and any implications of this. If the event is part of a larger initiative to which Council has already made a contribution e.g. Naidoc Week, Council would not consider another request for a Fee Waiver.</li> <li>4. Where the request is made by a commercial/profit making entity then this will not be considered.</li> <li>5. If the request is for an individual or non-profit group which is holding a charitable or non-profit event for the benefit of the community, the request can be considered.</li> <li>6. For the purposes of this policy, a "non-profit event" is considered to be an event where all of the proceeds raised go to local fundraising initiatives for sporting or other activities of a broad or specific community benefit.</li> <li>7. Waivers will only be considered where the request relates to an activity open to the whole community.</li> <li>8. Where the matter involves both direct revenue and expense for Council, for example, a fee waiver at the Caravan Park Chalets, where waiving the accommodation fee would result in a loss of revenue for the Shire, but cleaning and laundry expenses would still be required, then the net benefit to Council with regard to the purpose of the waiver would need to be evident.</li> </ol>



As the Shire receives multiple applications for Fee Waivers throughout the year, and it is inappropriate for Council to accept requests without a transparent framework within which to make a decision, at least one of the following criteria will also apply:

- a) The activity strengthens the community or complements Council activities
- b) The purpose of the activity supports a service or activity that Council believes is beneficial to the community.
- c) The purpose of the activity supports the development of infrastructure or services that align with the goals of Council.

**Head of Power**      Local Government Act 1995 s6.16 (imposition of fees and charges)  
Local Government Act 1995 s6.12 (power to defer, grant discounts, waive or write off debts)

### 3. Staff and Elected Members

<b>Policy Name:</b>	<b>3.1</b> Conferences, Seminars and Training
<b>Department:</b>	Staff/Elected Members
<b>Date Adopted:</b>	17 August 2017
<b>Last Reviewed:</b>	19 December 2019

**PREAMBLE** Policy regarding Conferences, Seminars and Training Courses.

**OBJECTIVE**

1. To achieve uniform practice throughout the organisation;
2. To maximise training opportunities and therefore productivity and efficiency of staff; and
3. Minimise delay in accepting training opportunities.

**POLICY** The Shire of Bruce Rock will fund attendance at relevant conferences and seminars in order to provide regular opportunities for all employees of the Shire to upgrade and enhance their skills and knowledge.

#### **Approval**

All conferences, seminars and training courses must be approved by a manager before booking. Managers must ensure that when approving an employee's request to attend a conference or seminar that the necessary budgetary allocations have been made and the course be included in the development section of the employee's performance review.

#### **Expenses and Reimbursements**

The Shire of Bruce Rock will cover costs of attendance including the following:

- i) Registration and other associated administrative fees
- ii) Travel
  - If employee uses their own vehicle to attend training an amount of 0.80c per km is to be reimbursed.
  - Council will allow employees to travel to the course in work time i.e. if the course is to be held in Perth, the employee can depart Bruce Rock 3 hours prior to their finish time on the day prior to the course to ensure travel is during work time. The same principal would apply for any other destinations.
  - Travelling home from the destination is in the participants own time – no overtime is to be paid.
- iii) Meals
  - An amount of up to \$27 for breakfast, \$30 for lunch and \$50 for dinner can be claimed through payroll in which a receipt must be produced.
  - If the conference includes a Gala or Conference Dinner that includes beverages, this can then be above the normal amount, but at a reasonable level commensurate with the event.
  - Alcohol with any other meal will not be reimbursed.
- iv) Accommodation

- Accommodation in the hotel or venue at which the conference, seminar or course is being held or other nearby venue.
- Three quotes for accommodation must be obtained by the EA. If the accommodation cost is greater than \$200 per night, Manager approval is required.
- Accommodation will only be paid for by Council for the night before and the duration of the conference, seminar or course.
- The night of the final day of the conference, seminar or course will not be covered by Council unless there is an official conference dinner that evening or if prior approval has been provided by the Manager. (Note: Manager approval is only likely to be given if the training is not expected to be finished before 4.30pm).
- Any additional accommodation will be at the employee's own cost.
- Alcohol, mini-bars and in-house movies will not be paid for by Council.
- Minor expenses such as taxis, telephone calls and laundry may be reimbursed at the Manager's discretion.

v) Accompanying person

- If the employee is to attend an official Gala or Conference Dinner, meals and beverages for partners (accompanying persons) can be included. All other meals and beverages for the accompanying person will not be reimbursed by Council.

**Head of Power**

Local Government Industry Award 2010  
National Employment Standards  
Australian Taxation Office

<b>Policy Name:</b>	<b>3.2</b> Superannuation Contributions
<b>Department:</b>	Staff/Elected Members
<b>Date Adopted:</b>	16 May 2013
<b>Last Reviewed:</b>	17 June 2021

**Preamble** Policy in respect to payments of superannuation to staff including 10% guaranteed superannuation and matching contributions for salary sacrificed superannuation.

**Definitions** **“Superannuation Guarantee Contribution”** (SGC) is the percentage that all entities which employ staff are required to contribute to superannuation funds on behalf of the employee. This is currently set at 10% (as at 1 July 2021).  
**“Salary Sacrifice”** is an arrangement between employer and employee, where the employee agrees to receive part of their gross salary as a benefit rather than salary. The effect of such arrangement, as it conforms with tax rulings or determinations, is to allow a reduction in the gross salary, which is equivalent to the cost of the benefit. Generally, this has the effect of providing the employee with tax effective benefits.  
**“Matching Council Contribution”** Council matches an employee’s contribution to their superannuation fund in line with the table below.  
**“Employee Contribution”** Contribution an employee makes to a complying superannuation fund by way of salary sacrifice or post tax deduction.

**Objective** To give guidelines in effect of superannuation guarantee contributions as per legislated requirements and salary sacrifice arrangements.

**Policy**

1. Each employee will receive the Federal Government Superannuation Guarantee as legislated.
2. As an incentive for employees, the following superannuation contributions will apply:
  - a) Each employee will be entitled to receive the SGC from the Shire of Bruce Rock.
  - b) Each employee will be entitled to receive up to 17% total superannuation contribution by Council which is inclusive of the SGC Council Contribution and Matching Council Contribution subject to a matching contribution by the employee.
  - c) Employees may make their contributions by way of before tax salary sacrifice or post tax deduction.
  - d) Employees can only commence salary sacrifice arrangements in the next full fortnightly pay run, once they have been notified of successfully completing their probation period.

In line with the new superannuation guarantee contributions the table below shows the maximum amount Council will contribute in superannuation.

	1/7/21	1/7/22	1/7/23	1/7/24	1/7/25
<b>SGC</b> *	10%	10.5%	11%	11.5%	12%
<b>Maximum Matching Council Contribution</b>	7%	6.5%	6%	5.5%	5%
<b>Total</b>	<b>17%</b>	<b>17%</b>	<b>17%</b>	<b>17%</b>	<b>17%</b>
<b>Employee Contribution required for MAXIMUM Matching Contribution*</b>	7%	6.5%	6%	5.5%	5%

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This Policy will apply to all staff of the Shire of Bruce Rock, excluding temporary supermarket staff and those who aren't directly employed by the Shire, and apart from those under a negotiated contract where it states otherwise to a higher value or those that have pre-existing salary sacrifice arrangements, at a higher value. To benefit from this higher value, contributions must be maintained at the higher rate.

**Head of Power** Local Government Act 1995 s. 5.50

<b>Policy Name:</b>	<b>3.3</b> Provision of Gratuities in Recognition of Service
<b>Department:</b>	Staff/Elected Members
<b>Date Adopted:</b>	17 September 2015
<b>Last Reviewed:</b>	20 June 2024

**Preamble** Policy in relation to the provision of gratuities to employees ceasing employment with the Shire of Bruce Rock (Shire).

**Objectives** To:

- meet the requirements of section 5.50 of the Local Government Act 1995 (Act);
- show appreciation to employees who have made a notable contribution to the Shire; and
- promote good relations between Council and Shire staff.

**Policy** **Eligibility**  
Upon resignation or retirement, employees who have provided satisfactory service to the Shire may be eligible to receive a gratuity, subject to approval by Council or the Shire’s Chief Executive Officer.

Employees whose employment is terminated due to unsatisfactory performance or misconduct are not eligible to receive a gratuity.

**Gratuity**  
The calculation of the gratuity shall be based on the number of completed years of continuous service, as shown in the table below.

Years of service	Amount	To be approved by
1 to 9	\$15 per year	Chief Executive Officer
10	\$225	Council
15	\$350	Council
20 and above	\$550	Council

The above amounts shall be adjusted periodically for inflation.

If, under the Provision of Gifts to Employees Policy, an employee receives a gift from Council in recognition of the achievement of a significant employment milestone and the employee then retires within a year of receiving such gift, the gratuity amount will be reduced by the value of the significant milestone gift provided.

Gratuities can be provided in the form of a gift or gift card.

**Additional Gratuities**

Council may choose to provide a gratuity of a greater amount than those outlined in the above table to thank and honour retiring or resigning employees whose commitment and contribution to the Shire and the community have been exemplary.

Such gratuities shall not exceed the amounts prescribed in regulation 19A of the Local Government (Administration) Regulations 1996.

Council is required to give local public notice of such gratuities.

**Senior Officers**

Presentations for senior managers leaving Council shall be considered independently of this policy by Council.

**Head of Power**

Local Government Act 1995, section 5.50

Local Government (Administration) Regulations 1996, regulation 19A

	<b>3.4 Employee Input to Local Volunteer Emergency Services</b>
<b>Department:</b>	Staff/Elected Members
<b>Date Adopted:</b>	18 December 2014
<b>Last Reviewed:</b>	19 December 2019

**Preamble** Policy in relation to guidelines for employees attending callouts for local volunteer emergency services.

**Objective** Amongst other things, a local government may expend monies from its ordinary revenues on emergency services. Examples include fire brigades, ambulance services and DFES. More often than not, employees of a local government are also volunteer members of emergency services, and consequently may from time-to-time be called upon during ordinary working hours to respond to emergency call-outs.

Council recognises that without volunteers in country areas, these essential emergency services would not be delivered. It therefore considers that it is important that local government employees, as much as any others, have the opportunity to contribute to the activities of these services both in and out of working hours.

**Policy** Council will permit its employees to leave their workplace to render volunteer emergency assistance to a fire brigade, ambulance service or DFES, without deduction from that employee's pay whilst so absent on such voluntary service during ordinary time, subject to the following conditions:

1. The emergency service is a bona fide organisation, properly constituted for its function and the employee is a registered member of that organisation;
2. The employee is qualified to perform the functions required of his/her voluntary service;
3. The employee recognises and acknowledges that upon leaving his/her workplace, and that whilst absent he/she is not afforded the protection of the local government's workplace insurances;
4. The local government is indemnified against any claim which may arise by the employee out of his/her voluntary activities;
5. Payment of wages is only applicable for the normal ordinary hours of work during which the employee is absent and engaged in the voluntary emergency service;
6. An employee shall not leave their place of employment without first notifying and receiving approval from the Chief Executive Officer or Manager of Works and Services (outside employees only) of the employee's impending time of departure and indicative time of return. There is no automatic right for an employee to leave the workplace under these arrangements, and approval to do so may be withheld by the CEO or Manager of Works and Services at their discretion having regard to any matters they consider relevant as to whether approval should be forthcoming or otherwise.

Any ordinary time spent away from the workplace on such voluntary emergency activities for which an employee has been paid, shall be charged



out to the appropriate section of the local government's accounts for such emergency service.

From time to time there may also be exceptional circumstances where an employee has legitimately spent a considerable amount of their own time between one work day and the following involved in emergency activities (eg driving an ambulance to Perth and return), such that sleep deprivation makes it unacceptable for that employee to be permitted to carry out their normal work activities the next day. In these Circumstances, the Chief Executive Officer may enable suitable arrangements for that employee to "makeup" the time so lost from work.

**Head of Power**

Nil

<b>Policy Name:</b>	<b>3.5</b> Use of Information and Communication Technology (ICT) Resources
<b>Department:</b>	Staff/Elected Members
<b>Date Adopted:</b>	20 September 2018
<b>Last Reviewed:</b>	18 May 2023

**Preamble** Policy in relation to permissible usage of the Shire’s ICT Resources, including direction on password security and guidelines for the use of personal devices in the workplace.

**Objective** This Policy establishes protocols for the Shire of Bruce Rock’s use of ICT within the workplace. It covers legitimate and appropriate internet usage and website access, effective and secure use of passwords, and direction on acceptable personal use of both Shire and personally owned devices while at work.

**Policy** The Use of Information and Communication Technology (ICT) Resources Policy applies to all employees of the Shire of Bruce Rock.

### 1. Principles

ICT resources are provided to support the Shire’s administrative and operational activities. These resources include the Shire’s network, desktop and laptop computer systems, and also tablets and mobile phones. They also include any software, internet access, email usage and related services. Users of any of these resources must comply with this Policy, which is intended to protect:

- The integrity and capacity of the system to provide reliable ICT services to users;
- The organizational and financial security of the Shire by ensuring no external or remote access by unauthorized persons or agencies;
- The reputation of the Shire within the local community and in the wider public domain;
- The right of every employee and user of the system to enjoy a healthy and safe workplace environment.

### 2. Ethical Considerations

All ICT users should respect the rights of others with regard to occupational health and safety, equal opportunity, harassment etc.

Any use of the Shire’s ICT resources must not interfere with or detract from work purposes or activities.

The Shire has the ability to record and monitor all internet usage for legitimate business reasons, including compliance with this Policy and with other relevant legislation. Through the Shire’s ICT provider, restrictions may be placed on what internet resources can be accessed using the Shire’s ICT resources, at the discretion of the CEO.

### 3. ICT Induction

All new staff members who in the course of their work are provided access to the Shire’s ICT resources will, as part of the general induction to the organization, be given an “Induction to ICT Resources” by their Supervisor or the DCEO. This will include information on: accessing the system, choosing an appropriate and

legitimate password, acceptable and unacceptable usage, use of personal devices in the workplace, and who to contact should the system or its components malfunction. They will also receive a copy of this Policy document.

**4. Prohibited, Inappropriate and Unlawful Use**

- I. The Shire's ICT resources must not knowingly be used to access, transmit or store any prohibited material or comments of a defamatory, illegal, fraudulent, insulting, abusive, obscene, offensive or harassing nature. Users in the course of legitimate work who receive prohibited or questionable material must immediately report this to either their Supervisor, the CEO or MGCS.
- II. The ICT system cannot be used to market or promote any organizations such as trade unions, political parties or religious associations. (N.B. In relation to trade unions, general communication to members is permitted within workplace legislation, and notification of union meetings may be posted on the email system).
- III. ICT resources cannot be used for gambling or gambling-related activities.
- IV. If in the course of legitimate usage, users suspect that a computer virus or other malicious computer program may have entered the system, or be attached to an email and have thus entered the system, they should close the program or email, and inform their Supervisor, the CEO or MGCS immediately. They will then alert the Shire's ICT provider, who will assess the file. Caution must be exercised, particularly where the email is from an unknown source.
- V. Users of the ICT resources must not:
  - a. With the exception of charging mobile phones, connect any personal devices to the system network unless authorized to do so.
  - b. Permit a person who is not an authorized user to access the Shire's ICT resources.
  - c. Upload or download any commercial software, games, music videos or other intellectual property in violation of its copyright.

**5. System Security/Passwords.**

In conjunction with the Shire's ICT provider, all staff members with access to the Shire's ICT resources must have unique passwords enabling individual access to the system. Passwords are devised by each staff member following guidelines supplied by the Shire (in conjunction with the ICT provider) so that they meet a level of complexity necessary to ensure the system's security. It is a requirement that all passwords must be changed at intervals not exceeding 120 days, after which the old password will expire and access to the system will be no longer possible. Once a password has been selected, a record of the details are kept on file at the Shire which is accessible only by the CEO, MGCS, and MOF if there is urgent need to access the staff's login and they are not available (e.g. on leave). Password details must not be shared with another staff member, other than CEO, MGCS or MOF on request. Login and passwords should not be written down and left visible in a work area.

Remote Access to the Shire's ICT system is to be at the CEO's discretion, dependent upon the role and requirements of the staff member.

**6. Records Management - Emails**

When communicating via email on Shire business, multiple emails may be required to finalise a matter. In these cases, progressive exchanges do not need

to be printed and filed. However, once the matter has been concluded, and if it is a matter of significance in which it is considered appropriate to file a hard copy, then it should be printed and filed, particularly if –

- it commits the Shire to action some way
- it documents the process taken in decision-making, or
- it annotates major alterations made by the Shire in some way if not documented elsewhere.

**7. Permitted Personal Use**

Shire staff are permitted limited (minimal) use of the Shire's ICT resources. This personal use shall not result in any loss of productivity, interfere with any official duties or incur anything other than minimal cost to the Shire. Examples may include: making brief personal phone calls, infrequent sending of personal email or text messages, or limited use of internet for personal reasons. In all circumstances it is to be recognized that this type of use must be reasonable, as it remains a privilege and not a right. "Reasonable" use will be determined by the CEO and MGCS.

The above also applies to usage of the staff member's personal devices, and mobile phones in particular. Although allowed in the workplace, usage must be limited to either emergency or urgent calls or messages, and in non-urgent circumstances should take place in the staff member's break-times.

**8. Logging of IT Support Requests**

In the event of any ICT-related problems, or system/equipment malfunctions, any requests for support to the Shire's ICT provider should be directed initially to either the EA or MGCS. In urgent situations, and in the event that neither of the above are available, requests for assistance can also be placed by the CDO and SFO.

**HEAD OF POWER**

State Records Act 2000 - SRC Standard 8 – Managing Digital Information  
Occupational Safety and Health Act 1984  
State Records Act 2000

<b>Policy Name:</b>	<b>3.6</b> Communication and Social Media
<b>Department:</b>	Staff/Elected Members
<b>Date Adopted:</b>	19 July 2018
<b>Last Reviewed:</b>	19 December 2019

**Preamble** Policy in relation to the use of Communications and Social Media, for the guidance and direction of elected members and staff.

**Objective** This Policy establishes protocols for the Shire of Bruce Rock's official communications with the community to ensure the Shire is professionally and accurately represented and to maximise a positive public perception of the Shire.

The Communications and Social Media Policy applies to all Councillors and employees of the Shire of Bruce Rock.

**Policy** This Policy applies to:

- Communications initiated or responded to by the Shire with our community; and
- Council Members when making comment in either their Shire role or in a personal capacity.

#### **1. Official Communications**

The purposes of the Shire's official communications include:

- Sharing information required by law to be publicly available.
- Sharing information that is of interest and benefit to the Community.
- Promoting the Shire's events and services.
  - a) Promoting Public Notices and community consultation / engagement opportunities.
  - b) Answering questions and responding to requests for information relevant to the role of the Shire.
  - c) Receiving and responding to community feedback, ideas, comments, compliments and complaints.

The Shire's official communications will be consistent with relevant legislation, policies, standards and the positions adopted by the Council. Our communications will always be respectful and professional. The Shire may use a combination of different communication modes to suit the type of information to be communicated and the requirements of the community or specific audience, including:

- Website;
- Advertising and promotional materials;
- Media releases prepared for the Shire, to promote specific Shire positions;
- Social media; and
- Community newsletters, letter drops and other modes of communications undertaken by the Shire's Administration at the discretion of the CEO.

## **2. Speaking on behalf of the Shire**

The Shire President is the official spokesperson for the Shire and may represent the Shire in official communications, including; speeches, comment, print, electronic and social media. [s.2.8(1)(d) of the Local Government Act 1995]

Where the Shire President is unavailable, the Deputy Shire President may act as the spokesperson. [s.2.9 and s.5.34 of the Local Government Act 1995]

The CEO may speak on behalf of the Shire, where authorised to do so by the Shire President. [s.5.41(f) of the Local Government Act 1995]

The provisions of the Local Government Act 1995 essentially direct that only the Shire President, or the CEO if authorised, may speak on behalf of the Local Government. It is respectful and courteous to the office of Shire President to refrain from commenting publicly, particularly on recent decisions or contemporary issues, until such time as the Shire President has had opportunity to speak on behalf of the Shire.

Communications by Council Members and employees, whether undertaken in an authorised official capacity or as a personal communication, must not:

- bring the Shire into disrepute,
- compromise the person's effectiveness in their role with the Shire,
- imply the Shire's endorsement of personal views,
- imply the Council Member or employee is speaking on behalf of the Shire, unless authorised to do so; or
- disclose, without authorisation, confidential information.

Social media accounts or unsecured website forums must not be used to transact meetings which relate to the official business of the Shire.

Council member communications must comply with the Code of Conduct and the Local Government (Rules of Conduct) Regulations 2007.

## **3. Responding to Media Enquiries**

All enquiries from the Media for an official Shire comment, whether made to an individual Council Member or Employee, must be directed to the Shire President or a person authorised by the Shire President. Information will be coordinated to support the Shire President or CEO (where authorised) to make an official response on behalf of the Shire.

Council Members may make comments to the media in a personal capacity – refer to clause 7.1 below. Where there is any doubt about the accuracy of any information, the details will be checked and validated prior to release.

## **4. Website**

The Shire maintains an official website, as our community's on-line resource to access information about the Shire.

## **5. Social Media**

The Shire uses Social Media to facilitate interactive information sharing and to provide responsive feedback to our community. Social Media will not however, be

used by the Shire to communicate or respond to matters that are complex or relate to a person's or entity's private affairs.

The Shire maintains a Facebook page at: [www.facebook.com/sobrucerock](https://www.facebook.com/sobrucerock).

The Shire may also post and contribute to Social Media hosted by others, so as to ensure that the Shire's strategic objectives are appropriately represented and promoted.

The Shire actively seeks ideas, questions and feedback from our community however, we expect participants to behave in a respectful manner. The Shire will moderate its Social Media accounts to address and where necessary delete content deemed to be:

- Offensive, abusive, defamatory, objectionable, inaccurate, false misleading;
- Promotional, soliciting or commercial in nature;
- Unlawful or incites others to break the law;
- Information which may compromise individual or community safety or security;
- Repetitive material copied and pasted or duplicated;
- Content that promotes or opposes any person campaigning for election to the Council, appointment to official office, or any ballot;
- Content that violates intellectual property rights or the legal ownership of interests or another party; and
- Any other inappropriate content or comments at the discretion of the Shire.

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

#### **5.1.1 Shire President and Social Media Official Accounts**

The Shire supports the Shire President in using official social media account/s to assist the Shire President in fulfilling their role under section 2.8 of the *Local Government Act*, to speak on behalf of the Local Government. The content will be administered and moderated in accordance with this policy.

These official Shire accounts must not be used by the Shire President for personal communications.

#### **5.1.2 Use of Social Media in Emergency Management Response**

The Shire will use the following channels to communicate and advise our community regarding Emergency Management:

- Facebook
- Notify Bruce Rock Police for posting on Twitter at:  
<https://twitter.com/BruceRockPol>

### **6. Record Keeping and Freedom of Information**

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

Council Member communications that relate to their role as a Council Member are subject to the requirements of the Shire's Record Keeping Plan and the State Records Act 2000. Council Members are responsible for transferring these records to the Shire's administration. Council Member records are also subject to the *Freedom of Information Act 1992*.

## **7. Personal Communications**

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

On the basis that personal or private communications may be shared or become public at some point in the future, Council Members should ensure that their personal or private communications do not breach the requirements of this policy, the Code of Conduct and the *Local Government (Rules of Conduct) Regulations 2007*.

### **7.1 Council Member Statements on Shire Matters**

A Council Member may choose to make a personal statement publicly on a matter related to the business of the Shire.

Any public statement made by a Council Member, whether made in a personal capacity or in their Local Government representative capacity, must:

1. Clearly state that the comment or content is a personal view only, which does not necessarily represent the views of Shire.
2. Be made with reasonable care and diligence;
3. Be lawful, including avoiding contravention of; copyright, defamation, discrimination or harassment laws;
4. Be factually correct;
5. Avoid damage to the reputation of the local government;
6. Not reflect adversely on a decision of the Council;
7. Not reflect adversely on the character or actions of another Council Member or Employee;
8. Maintain a respectful and positive tone and not use offensive or objectionable expressions in reference to any Council Member, Employee or community member.

A Council Member who is approached by the media for a personal statement may request the assistance of the CEO.

Comments which become public and which breach this policy, the Code of Conduct or the Local Government (Rules of Conduct) Regulations 2007, may constitute a minor breach of the Local Government Act 1995 and may be referred for investigation.

**Head of Power** Local Government (Rules of Conduct) Regulations 2007

State Records Act 2000 - SRC Standard 8 – Managing Digital Information



<b>Policy Name:</b>	<b>3.7</b> Elected Member Professional Development
<b>Department:</b>	Staff/Elected Members
<b>Date Adopted:</b>	18 October 2018
<b>Last Reviewed:</b>	16 September 2021

**PREAMBLE** Policy regarding Professional Development and including attendance at Conferences, Seminars and Training Courses for Elected Members.

**OBJECTIVE**

1. To ensure that Elected Members receive training in compliance with relevant Regulations of the Local Government Act;
2. To give guidance as to what other events, training and conferences are appropriate for Elected Members to attend, and to provide a process by which this can be considered by Council;
3. To maximise training opportunities for Elected Members and minimise delay in these being considered.
4. To achieve uniform practice throughout the organisation.

**POLICY** The Shire of Bruce Rock will fund attendance at relevant conferences and training courses to provide opportunities for all Elected Members of the Shire to enhance their skills and knowledge, and also to enable them to provide a presence and promote the interests of the Shire in a wider capacity, if appropriate.

#### **Compulsory Elected Member Training**

All newly Elected Members of Council are required under the Local Government Act 1995 to complete the "Council Member Essentials Course", unless they are exempted under limited conditions. Elected Members who were elected in October 2019 and thereafter will be required to undertake this compulsory training within twelve (12) months of being elected to Council. The training is valid for five years, which means that an Elected Member is only required to undertake the training at every second election, should they decide to stand again.

The compulsory training focuses on five core units:

1. Understanding Local Government;
2. Serving on Council;
3. Meeting Procedures;
4. Conflicts of Interests; and
5. Understanding financial reports and budgets.

At the conclusion of each financial year, a report on the training of Elected Members is to be displayed on the Shire's website.

#### **Approval for attending Conferences, Training and Events**

Council supports and wherever possible will take advantage of appropriate training and networking opportunities for Elected Members in accordance with the following guidelines and budget limitations:

- i) Priority will be given to any compulsory training.
- ii) Thereafter, for any training that is specifically relevant to individual Elected Members, attendance at such training is subject to approval by Council.

(Conferences, seminars, training or meetings delivered or facilitated by organisations of which Council is a member or has an interest in would usually be attended by Council's appointed representatives to those organisations).

- iii) Attendance at Conferences requires prior approval of Council.
- iv) Where the partner of an Elected Member attends an annual conference with the Elected Member, related conference registration and meal costs will be paid for by the Shire if expressly authorised by Council.
- v) In consideration of the above, if an Elected Member identifies a conference, training opportunity or event that matches these criteria, (other than Compulsory Training), they should then inform the CEO who can prepare an item for consideration at the next Council Meeting.
- vi) An exception to the above is the WALGA Annual Convention where it is expected that all Elected Members will attend if they are able to.

### **Expenses and Reimbursements**

The Shire of Bruce Rock will cover costs of attendance including the following:

- i) Registration and other associated administrative fees
- ii) Travel
  - If an Elected Member uses their own vehicle to attend training an amount of 0.78c per kilometre is to be reimbursed.
- iii) Meals
  - An amount of up to \$27 for breakfast, \$30 for lunch and \$50 for dinner can be claimed through creditor payments for which a receipt must be produced.
- iv) Alcohol with a meal will not be reimbursed.
- v) Accommodation
  - Accommodation in the hotel or venue at which the conference, seminar or course is being held or other nearby venue
  - Three quotes for accommodation must be obtained by the Executive Assistant. If the accommodation cost is greater than \$200 per night, CEO approval is required.
  - Accommodation will only be paid for by Council for the night before and the duration of the conference, seminar or course.
  - The night of the final day of the conference, seminar or course will not be covered by Council unless there is an official Conference Dinner that evening or, prior approval has been provided by the CEO.
  - Any additional accommodation will be at the Elected Member's own cost.
  - Alcohol, mini bars and in-house movies will not be paid for by Council.
  - Minor expenses such as taxis, telephone calls and laundry may be reimbursed at Council's discretion.
- i) Accompanying person

- Only at the WALGA Annual Convention or similar event, where the Elected Member's partner is reasonably expected to attend, will reasonable additional costs incurred by a partner accompanying an Elected Member at that event, such as breakfasts, attending the official conference dinner, official sundowners, or for Shire President or CEO convened dinners, be met by the Shire if expressly authorised by Council.
- All other partner costs, such as lunches or evening meals not convened with the Shire President or CEO will be met by the Elected Member or employee.

#### **Following Conferences, Seminars and Training Courses**

A verbal report on the Conference attendance is to be provided to Council during the next Council Meeting, with this report to be in writing if requested by the Shire President.

#### **Head of Power**

Local Government Act 1995  
 Local Government Industry Award 2010  
 Australian Taxation Office

<b>Policy Name:</b>	<b>3.8</b>	Payment to Employees who are absent from work during a pandemic
<b>Department:</b>	Staff/Elected Members	
<b>Date Adopted:</b>	19 March 2020	
<b>Last Reviewed:</b>		

**Preamble** Policy in relation to determining the conditions for payment to employees who are absent from work during a pandemic.

**Objective** It is acknowledged that during a Pandemic there are likely to be ‘waves’ of infection and it is reasonable to anticipate that high numbers of employees may need to take extended periods of leave due to personal ill health or in order to care for vulnerable family members.

This policy identifies requirements for employees attending work, entitlements for employees who are absent from work due to ill health or caring responsibilities. Also identified are possible options to address extenuating circumstances where leave entitlements have been exhausted and where leave without pay would result in hardship.

**Policy** Under its general duty of care, Council must ensure that all employees attending work are fit to undertake the duties and responsibilities of their position. Managers may require an employee to leave the workplace if they believe the employee is not fit for work and/or to obtain a medical certificate to confirm fitness to return to work following a period of ill health or absence to care for family members, so to avoid transmission of infection. Details of requirements are documented in the Fitness for Work Procedure.

Employees who are absent due to ill health or caring responsibilities will be paid in accordance with the relevant industrial instrument and Council Policy, Practice or Procedure. These options include;

1. Personal (Sick or Carer’s) leave entitlements
2. Accrued annual or long service leave entitlements
3. Additional hours accrued in lieu of overtime or through flexible working arrangements
4. Pro-rata annual leave (up to four weeks maximum, pro-rata for part time employees)
5. Leave without pay (Sickness Benefits may be available via Centrelink)
6. Work from home in accordance with the Working From Home Procedure (subject to review at the end of two weeks).

When all leave entitlements have been exhausted and/or working from home arrangements are not reasonable or practical, the employee may be granted leave without pay. Alternatively, where the employee can demonstrate that

taking unpaid leave will result in hardship, other (discretionary) options may be considered.

In relation to discretionary options, the Chief Executive Officer (CEO), or a person appointed by the CEO, will determine applications on a case by case basis.

Discretionary options may include;

1. Taking annual or sick leave in advance (up to a maximum of two weeks, pro-rata for part time employees) to be deducted from future accrual until repaid or deducted from the termination pay where employee ceases employment prior to accruing sufficient entitlements.
2. Other arrangements as determined by the CEO or a person appointed by the CEO.

**Head of Power**

Nil.

<b>Policy Name:</b>	<b>3.9</b> Attendance at events by Elected Members, Chief Executive Officer and Other Employees
<b>Department:</b>	Staff/Elected Members
<b>Date Adopted:</b>	20 August 2020
<b>Last Reviewed:</b>	

**PREAMBLE** Policy regarding the attendance at events by Elected Members, the Chief Executive Officer and other Shire employees.

**OBJECTIVE** This Policy addresses attendance at any events, including concerts, conferences, functions or sporting events, whether free of charge or paid by the Shire, and is to provide transparency about the attendance at events of Elected Members, the Chief Executive Officer (CEO) or other delegated Officers. It also provides a framework for the acceptance of invitations to various events and clarifies who will pay for the tickets, or the equivalent value of the invitation.

**POLICY** Elected Members, the Chief Executive Officer and other employees occasionally receive tickets or invitations to attend events to fulfil their roles as representatives of the Shire. The event may be free, or a paid event, or a ticket/invitation may be gifted in kind.  
For Elected Members, this Policy is to enable their attendance at events as a representative of Council without restricting their ability to participate in Council Meetings. It is not intended to be used as a mechanism to avoid “Conflict of Interest” provisions where significant matters are likely to come before Council from the provider of the invitation.

For the purposes of this Policy an “event” could be:

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

(Examples can include, but are not limited to:

- Advocacy lobbying or Ministerial Briefings (Elected Members and CEO)
- Meetings of Clubs and organisations within the Shire of Bruce Rock
- West Australian Local Government events
- Shire-hosted ceremonies and functions
- Community arts exhibitions and cultural functions
- Events runs by the Bruce Rock High School
- Opening or launch of an event within the Shire or of interest to the Shire
- Events to which the Shire President, Elected Members or CEO has been formally invited).

Note: It is a decision of Council as to what constitutes an event covered by this Policy, but in general there should be some benefit to the Shire and/or its community as a result, or in the Shire's relationship with other Local Governments and official bodies.

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. However, receipt of the gift will still be required under the Gift Register provisions.

(Note: In their role with the Shire, the Chief Executive Officer and all other employees are prohibited from accepting any gift greater than \$300, unless from the Shire as organiser of the event, or as a gift pursuant to Section 5.50 of the Local Government Act i.e. gratuity on termination).

## **Provision of Tickets to Events**

### **1. Invitations**

1.1 All invitations or offers of tickets for an Elected Member or CEO or other Officer to attend an event should be in writing and addressed to the Shire of Bruce Rock.

1.2 Any invitation or offer of tickets not addressed to the Shire of Bruce Rock (e.g. to any individual in a personal capacity) is not captured by this Policy and must be disclosed in accordance with the gift and interest provisions in the Act.

### **2. Approval of Attendance**

2.1 In making a decision on attendance at an event, Council will consider:

- a) who is providing the invitation or ticket to the event,
- b) the location of the event in relation to the Shire (within the region or outside the region),
- c) the role of the Elected Member or CEO when attending the event (participant, observer, presenter) and the value of their contribution,
- d) whether the event is sponsored by the Shire,
- e) the benefit of Shire representation at the event,
- f) the number of invitations/tickets received, and
- g) the cost to attend the event, including the cost of the ticket (or estimated value of the event per invitation) and any other expenses such as travel and accommodation.

### **3. Payments in respect of attendance**

**(Refer also to Policy 3.7 – Elected Member Professional Development)**

3.1 Where an invitation or ticket to an event is provided free of charge, the Shire may contribute to appropriate expenses for attendance, such as travel and accommodation, for events outside the region if Council determine attendance to be of public value.

3.2 For any events where a member of the public is required to pay, Council will determine whether it is in the best interests of the Shire for an Elected Member or the CEO or another Officer to attend on behalf of Council.

3.3 If Council determines that an Elected Member or CEO should attend a paid event, the Shire will pay the cost of attendance and reasonable expenses, such as travel and accommodation.

3.4 Where partners of an authorised local government representative attend an event, any tickets for that person, if paid for by the Shire, must be reimbursed by the representative unless expressly authorised by the Council.

### **Legislation**

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.



<b>Name:</b>	<b>3.10</b> Appointment of Acting Chief Executive Officer
<b>Department:</b>	Staff/Elected Members
<b>Date Adopted:</b>	20 May 2021
<b>Last Reviewed:</b>	18 May 2023

**PREAMBLE** Policy regarding the process to be followed to appoint an Acting Chief Executive Officer.

**OBJECTIVE**

1. To ensure compliance with the Local Government Act 1195 s5.39c that requires Local Governments to have a policy regarding the employment of an Acting Chief Executive Officer (CEO).
2. To advise Council of the process which needs to be followed in these circumstances.

**POLICY**

In its guidance on this subject, the Department of Local Government, Sport and Cultural Industries (DLGSC) notes:

*“Where the role of CEO is not fulfilled for a significant period, this leads to increased risk to the operations and governance of the local government. Therefore, local governments are required to develop and implement a policy that outlines the arrangements to temporarily replace a CEO for any period less than twelve months, for example, when a CEO is on planned or unplanned leave. The policy must include the decision-maker(s) for appointing an acting CEO. As an example, the policy may include employee position titles, specifying that the Council considers a person holding these positions to be suitably qualified and experienced for the position of CEO. In addition, the policy should also include a methodology for the CEO to appoint an Acting CEO from the listed positions for a period of absence of up to four weeks; however any decision regarding the appointment of an Acting CEO for any period exceeding four weeks must be made by the council. The policy must be made available on the local government’s official website”.*

The process currently followed is that while the CEO is taking leave the Manager of Governance and Community Services is recommended to Council to be approved to fulfil the CEO’s role during this period. However, if the CEO’s absence is known or thought to be liable to extend beyond that expected to encompass the CEO’s usual leave entitlement and up to one year in other circumstances, then the following process should be followed:

1. The Manager of Governance and Community Services, the Manager of Works and Services and the Manager of Finance are all recognised as Senior Employees, and as being capable of fulfilling the role of CEO on an Acting basis for up to one year.
2. This being the case, in the first instance the MGCS is nominated to Council as being the Acting CEO for up to a period of one year.
3. If for any reason this is not possible or not deemed appropriate in the circumstances, then either the Manager of Works and Services or the Manager of Finance can appointed to be Acting CEO for a period of up to one year.

4. If this is not possible or not deemed appropriate in the circumstances then Council will initiate a recruitment process to fill the role of Temporary Chief Executive Officer for up to one year. While this process is taking place, an Acting Chief Executive Officer may be appointed from among the Senior Officers until the Temporary Chief Executive Officer is recruited.
5. In all of the above examples, Council is the decision making body.

**HEAD OF POWER**

Local Government Act 1995

<b>Name:</b>	<b>3.11</b> Additional Compassionate Leave Allowance in Prescribed Circumstances
<b>Department:</b>	Staff/Elected Members
<b>Date Adopted:</b>	20 May 2021
<b>Last Reviewed:</b>	

**Preamble** Policy in relation to allowing an additional two weeks paid Compassionate Leave in prescribed circumstances.

**Objective** To allow, in circumstances where a staff member has taken the majority of their leave entitlements due to caring for a parent, spouse/partner or child, and in the event of the death of the cared-for person, for the CEO to use discretion and judgement to consider granting an additional two weeks paid compassionate leave to the staff member concerned. This is to allow time for the staff member to attend to arrangements which need to be made while in a time of grieving, without the added anxiety and pressure of the loss of income from not being able to work, and any financial hardship this may bring.

**Policy** Under its general duty of care, Council must ensure that all employees attending work are fit to undertake the duties and responsibilities of their position. In the event of the staff member being a carer for a parent, spouse/partner or child, it is possible that they may have had to use all or the majority of their possible leave allowances in attending to the cared-for person's needs.

The leave entitlements include:

1. Personal (Sick or Carer's) leave entitlements
2. Accrued annual or long service leave entitlements
3. Additional hours accrued in lieu of overtime or through flexible working arrangements
4. Pro-rata annual leave (up to four weeks maximum, pro-rata for part time employees)

When the majority of leave entitlements (i.e. 1-4 above) have been exhausted, and should the cared-for person die, this Policy allows for the CEO to grant an additional two weeks paid compassionate leave to the staff member involved.

In relation to this discretionary option, the Chief Executive Officer (CEO), or a person appointed by the CEO, will determine applications on a case by case basis.

**Head of Power** Nil.

<b>Name:</b>	<b>3.12</b> Personal Leave
<b>Department:</b>	Staff and Elected Members
<b>Date Adopted:</b>	19 September 2024
<b>Last Reviewed:</b>	

**Preamble**                      Policy in relation to the taking of personal leave by staff.

**Objective**                      To establish the protocols to be followed by staff of the Shire of Bruce Rock when taking personal leave.

**Policy**                              Full-time and part-time employees are entitled to take personal leave to deal with personal illness, caring responsibilities, or family emergencies.

#### **Notice**

Employees are required to let their supervisor or manager know that they are going to take personal leave. This has to be done as soon as possible, either before or after the leave has started.

When giving notice of their intention to take personal leave, employees are required to specify how long they will be off or expect to be off work.

#### **Evidence**

Where the personal leave period exceeds two consecutive working days<sup>12</sup>, employees must provide reasonable evidence that shows they took the leave because they:

- were unable to work due to illness or injury; or
- needed to provide care or support to an immediate family or household member because of an illness, injury or unexpected emergency affecting the member.

An employee who does not provide the required evidence may not be entitled to be paid for their personal leave.

**Head of Power**                      Minimum Conditions of Employment Act 1993, Section 22A

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<sup>12</sup> For the purpose of this policy, a Friday and the subsequent Monday are considered to be two consecutive working days.

<b>Name:</b>	<b>3.13</b> Provision of Gifts to Employees
<b>Department:</b>	Staff and Elected Members
<b>Date Adopted:</b>	20 June 2024
<b>Last Reviewed:</b>	

**Preamble**                      Policy in relation to the provision of gifts to staff in recognition of their contribution, dedication and service to Council and the community.

**Objectives**                      To:

- promote employees' loyalty and dedication to Council and the community;
- show appreciation for employees' long-term service to Council and the community; and
- celebrate achievements.

#### Policy Significant Milestones during Employment

The Chief Executive Officer is authorised to provide long serving employees a commemorative certificate and a gift or gift voucher when reaching certain milestones, as outlined in the following table.

Years of service	Gift value
5 years	\$50
10 years	\$100
15 years	\$150
20 years	\$200
> 20 years	\$200

Employees who work for the Shire of Bruce Rock in excess of 20 years shall continue to be recognised on a five yearly basis.

#### Tributes to Employees in the Event of Illness, Accident or Bereavement

The Chief Executive Officer is authorised to acknowledge staff members in the event of hospitalisation, accident or bereavement with a card, flowers or small gift up to the value of \$100.

#### Yearly Celebration of Achievements

During the Christmas period, the Chief Executive Officer is authorised to acknowledge staff members' yearly contributions and achievements with a card and a small gift up to the value of \$30 per person.

#### 4. Occupational Health and Safety

<b>Policy Name:</b>	<b>4.1</b>	Risk Management and Occupational Health & Safety
<b>Department:</b>		Occupational Health & Safety
<b>Date Adopted:</b>		16 November 2006
<b>Last Reviewed:</b>		19 December 2019

**Preamble** Policy in relation to Council's commitment to risk management and occupational health and safety in the Shire of Bruce Rock.

**Objective** To show Council's commitment to occupational health and safety in the Shire of Bruce Rock.

**Policy** The Shire of Bruce Rock regards the development and implementation of best practice Occupational Safety and Health systems as a common objective for the CEO, Managers, Supervisors, Team Leaders, Employees, Contractors and Volunteers. The Policy of the Shire of Bruce Rock is to ensure that every employee works in an environment where every effort is made to prevent accidents, injury and disruption to employees' health from foreseeable work hazards.

The employer acknowledges a duty of care to:

- Provide and maintaining a safe working environment.
- Providing adequate training, instruction and supervision to enable employees to perform their work safely and effectively.
- Investigating all actual and potentially injurious occurrences in order to identify and control the cause to reduce the level of risk in the workplace
- Work towards compliance with AS/NZS 4801-2001 Occupational Health and Safety Management Systems audit requirements by a process of continuous improvement.
- Compliance with current Occupational Safety and Health Act 1984, and Regulations 1996, relevant Australian Standards, Codes of Practice and Guidance Notes.

Employees have a duty of care to

1. Working with care for their own safety and that of other employees, contractors, volunteers and public who may be affected by their acts or omissions.
2. Reporting hazards, accidents, incidents and near misses to their supervisor.
3. Co-operating positively in the fulfilment of the obligations placed on their employer.
4. Assisting in the reporting and investigation of any accidents with the objective of introducing and reviewing controls to prevent re-occurrence.

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

**Head of Power** Occupational Health and Safety Act 1984

<b>Policy Name:</b>	<b>4.2</b> Outside Staff Uniform
<b>Department:</b>	Work Health and Safety
<b>Date Adopted:</b>	19 April 2012
<b>Last Reviewed:</b>	16 May 2024

**Preamble** Policy in relation to the quantity and standard of uniforms to be issued to, and worn by, the Shire's outside works crew.

**Objective** To inform the issuing of uniforms to the Shire's outside staff, both in relation to:

- the clothing items to be supplied to each employee per annum; and
- the Work Health and Safety standards required to be met by uniforms.

**Policy** Council recognises its obligation to protect workers from hazards in the workplace. Hazards include radiation from the sun and other elements or situations beyond Council's control.

This obligation is shared with workers, who are required to protect themselves by using protective clothing, personal protective equipment and sunscreen.

Through its Outside Staff Uniform Policy, Council will contribute to the protection of workers by supplying uniforms as follows.

**Annual supply of clothing items to permanent building maintenance, town maintenance, gardening and construction employees**

Item of Clothing	QTY	Style	Colour
Steel capped boots	1	Steel capped boot with 7 eyed laced ups. May have the zipper as well.	Standard
Long sleeved shirts	5	Long sleeve micro mesh or cotton (dependent on type of duties) with Shire logo.	Fluro yellow and navy blue
Trousers	5	Yakka or equivalent drill pants. Reflective strip for employees likely to be called out for emergency jobs at night.	Navy blue
Jumper	2	Polar fleece	Fluro yellow and navy blue
Jacket	1	Bomber	Fluro yellow and navy blue
Hat	1	Wide brim hat with Shire logo.	Navy blue

Socks	3	Stockpile or Explorer	Black or navy blue
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**Supply of clothing items to new building maintenance, town maintenance, gardening and construction employees while on probation**

Item of Clothing	QTY	Style	Colour
Steel capped boots	1	Steel capped boot with 7 eyed laced ups. May have the zipper as well.	Standard
Long sleeved shirts	3	Long sleeve micro mesh or cotton (dependent on type of duties). No logo.	Fluro yellow and navy blue
Trousers	2	Yakka or Equivalent Drill Pants. Reflective strip for employees likely to be called out for emergency jobs at night.	Navy blue
Jumper (Only in winter)	1	Polar fleece	Fluro yellow and navy blue
Hat	1	Wide brim hat with no logo.	Navy blue

These employees will be provided a full allocation of clothing items after successful completion of their probation period.

**Annual supply of clothing items to permanent cleaners**

Item of Clothing	QTY	Style	Colour
Long sleeved shirts	3	Long sleeve micro mesh or cotton with Shire logo.	Fluro yellow and navy blue
Trousers	2	Yakka or equivalent drill pants.	Navy blue
Jumper	2	Polar fleece	Fluro yellow and navy blue
Jacket	1	Bomber	Fluro yellow and navy blue
Hat	1	Wide brim hat with Shire logo.	Navy blue

**Supply of clothing items to casual cleaners or new cleaners while on probation**

Item of Clothing	QTY	Style	Colour
Long sleeved shirts	3	Long sleeve micro	Fluro yellow and navy blue



		mesh or cotton. No logo.	
Trousers	2	Yakka or equivalent drill pants.	Navy blue
Jumper (Only in winter)	1	Polar fleece	Fluro yellow and navy blue
Hat	1	Wide brim hat with no logo	Navy blue

Cleaners on probation will be provided a full allocation of clothing items after successful completion of their probation period.

#### **Variations to the standard quantity of clothing items to be supplied**

Employees may elect to vary the standard quantities of individual clothing items listed in the tables above, provided that:

- adequate supplies are available in stock; and
- the cost of the variation does not exceed the value of a standard order.

#### **Replacement of damaged uniform items**

If a uniform item is damaged beyond use during the performance of duties or shows fair wear and tear, the item will be replaced by the Shire.

#### **Return of uniforms**

Employees must return uniform items with the Shire logo to the Shire when they cease employment with the organisation.

#### **Head of Power**

Work Health and Safety Act 2020, sections 19 and 20  
Australian Standard AS/NZS 2210 – Occupational Protective Footwear

<b>Policy Name:</b>	<b>4.3</b> Harassment and Grievances
<b>Department:</b>	Occupational Health & Safety
<b>Date Adopted:</b>	21 March 2013
<b>Last Reviewed:</b>	19 December 2019

**Preamble** Policy in relation to guidelines for the appropriate behavior of employees in the workplace.

**Objective** To provide an environment within the Shire of Bruce Rock free of bullying and harassment and to establish a clearly defined procedure for investigating complaints of bullying and harassment.

**Policy** **Part A - Harassment**

Council strongly supports the concept that every employee, elected member and member of the public employed by or engaged in business with the Local Government, has a right to do so in an environment which is free from harassment and the Council is committed to providing such an environment.

Council considers harassment to be an unacceptable form of behavior which will not be tolerated and recognises that sexual harassment is unlawful.

Harassment includes –

- a) Sexual harassment – any conduct of a sexual and/or sexist nature (whether physical, verbal or non-verbal) which is unwelcome and unsolicited. The following examples may constitute sexual harassment when they are considered offensive to an employee, elected member or member of the general public –
  - i) Deliberate and unnecessary physical conduct such as patting, pinching, fondling, kissing, brushing against, touching
  - ii) Subtle or explicit demands for sexual activities or molestation
  - iii) Intrusive enquiries into a person's private life
  - iv) Uninvited and unwelcome jokes that have a sexual and/or sexist undertone.
  - v) Unsolicited leers and gestures of a sexual nature and the display within the workplace
- b) Bullying and intimidation, for example –
  - i) Abusive, insulting or offensive language by one or more persons to another or others
  - ii) Behavior or language that frightens, humiliates, belittles, degrades, criticism that is verbally aggressive
  - iii) Inappropriate comments about a person's appearance, lifestyle or their family
  - iv) Teasing or regularly making someone the brunt of pranks or practical jokes
  - v) Interfering with a person's personal effects or work equipment
  - vi) Physical assaults or threats
  - vii) Behavior that undermines, treats less favorably or disempowers others
  - viii) Excluding or isolating employees
  - ix) Constant criticisms or insults

- x) Manipulating the impression of others to split the work group into taking sides
- xi) Displaying, written or pictorial material which may degrade or offend certain employees
- xii) Initiation pranks
- xiii) Where bullying involves assault or threat of assault it becomes a police matter

Council recognises that harassment can undermine health, performance and self-esteem of individuals and has the potential to create a hostile and intimidating environment. Council is therefore committed to any action which ensures the absence of harassment in the workplace including general training of the workplace and specific training for officers identified to deal with complaints. Appropriate disciplinary action will be taken against any individual found to be engaging in such conduct.

Any complaints of harassment made against another person associated with the Shire will be viewed seriously, treated confidentially and thoroughly investigated by appropriate persons.

Any person making a claim of harassment will be protected at all times. No transferring of staff or face to face meetings between the complainant and the person whose behavior has been found to be unwelcome will occur without the prior consent of both parties.

An employee whose health or work performance has been affected by harassment will not have their employment status or conditions disadvantaged in any way.

A formal complaints/grievance procedure is adopted and will be utilised to resolve complaints of harassment.

### **Part B – Complaints/Grievance Procedure**

All complaints of harassment will be treated confidentially and resolved promptly.

Wherever possible, the handling and resolution of complaints will be at the workplace where they occurred. Care will be taken throughout the investigation to ensure that neither the complainant nor the alleged harasser are victimised.

It is recognised that cases of harassment may occur between supervisor and employees and as such, alternative methods of raising complaints are provided for by this procedure.

1. A complaint of harassment may be lodged with any of the following persons –
  - Immediate Supervisor/Manager (except where this person is the alleged harasser)
  - A Nominated Grievance Officer (if applicable)
  - Chief Executive Officer
2. A person receiving a complaint of harassment will –
  - Decide, in consultation with the complainant, whether the matter can be resolved at this level or whether it should be referred to a more senior level of management.

- Assure the complainant that all details of the complaint will be treated confidentially and allow the person to decide on procedure.
  - Prepare a confidential report for the Chief Executive Officer on the nature of the complaint and ensure follow-up reports are provided until the matter is resolved.
  - Ensure no information regarding the complaint is discussed outside this procedure.
  - In a case where a union shop steward received the complaint, the divisional manager and/or grievance officer is to be advised of the details of the complaint.
3. The person handling the complaint, whether it is the person who received the complaint or a more senior person, will, with the approval of the complainant –
    - As soon as possible, advise the alleged harasser of the nature of the complaint and provide an opportunity for that person to comment. Where appropriate the alleged harasser should be invited to discontinue any perceived unwelcome behaviour.
    - Advise the alleged harasser of the right to contact their Union for advice and representation.
    - Advise the alleged harasser that no disciplinary action will be taken without the person being given the opportunity to be heard.
    - Keep simple, brief notes of the facts of the interviews held with both the complainant and alleged harasser.
  4. If it is not possible to resolve the complaint simply by discussion with complainant and the alleged harasser.
    - The matter will be investigated and where the complainant or the alleged harasser is a member of the Union, the Union will be party to the investigation.
    - All documentation relating to the complaint will remain confidential and will not be produced or made available for inspection, except on the order of a Court or a request from the Commissioner of Equal Opportunity.
  5. During the period of the investigation of a case of serious harassment, if requested by either party or by management, alternative working arrangements may be made.
  6. If, following investigation and resolution, a complaint is judged to have foundation –
    - Appropriate remedial action will be taken including where appropriate disciplinary/counselling action appropriate to the circumstances and/or seriousness of the matter.
    - A record of the detail of the disciplinary action will remain on the employee's personal file for a minimum period of 12 months, whereupon the record may be destroyed if so decided by the Chief Executive Officer.
  7. If, following investigation, a complaint is judged to have no foundations –
    - The complainant will be counselled and if it is considered that the complaint was made frivolously or maliciously, disciplinary action may be taken against the complaint.
    - Continued reference to a complaint and its aftermath could be considered as either a continuing or new incident of harassment.

**Head of Power**

Equal Employment Opportunity Act 1984

<b>Policy Name:</b>	<b>4.4</b> Alcohol and Drug Policy – Fitness for Work
<b>Department:</b>	Occupational Health & Safety
<b>Date Adopted:</b>	20 October 2013
<b>Last Reviewed:</b>	19 December 2019

**Preamble** The Shire of Bruce Rock is committed to a zero tolerance of alcohol and drugs in the workplace and will conduct random drug and alcohol screening to ensure compliance.

**Objective** The objectives of the policy are to:

- Provide a safe working environment free from occupational health and safety hazards associated with inappropriate use of drugs and/or alcohol;
- Set out the Council's requirements in relation to the abuse of drugs and alcohol so that everybody is aware of what is expected of them and how they can expect to be treated;
- Use the policy as a deterrent for employees considering alcohol/drug use that may affect their work performance and compromise safety;
- Provide assistance through
- h a range of preventative, educational, and rehabilitative measures to overcome alcohol and other drug problems that could affect individual performance or fitness for work;
- Provide a working environment which is conducive to productivity and to the achievement of business objectives by minimising the potentially harmful impact of alcohol and other drug consumption;
- Ensure that people who are deemed unfit for work as a result of alcohol or other drug misuse are dealt with in a fair and constructive manner;
- Ensure that the Shire of Bruce Rock meets its obligations to employees, contractors and the general public to carry out its operations safely in accordance with relevant legislation.

**Definitions** For the purposes of the Alcohol and Drugs Policy the following definitions apply:

- "Authorised person" means a person who has been trained and authorised by the CEO.
- "Authorised testing centre" means an accredited laboratory in accordance with Australian Standard 4308 (Procedures for specimen collection and the detection and quantitation of drugs of abuse in urine) and as approved by the Council.
- "Confirmatory test" means a test conducted following the return of a positive screening test result to identify and quantitate the specific drug from the class of drug detected in the screening test.
- "Council" means Shire of Bruce Rock.
- "Cut-off level" in relation to alcohol and other drugs is a value at or above which the test result is considered to be positive and below which the test result is considered to be negative.
- "Employee" means any person employed by the Shire of Bruce Rock.
- "Employer" means the Shire of Bruce Rock.
- "Invalid sample" is a urine sample which is adulterated and/or which does not conform to the requirements of Australian Standard 4308.

- "Negative confirmatory test result" means a result indicating the presence of no drugs or the presence of drugs below the cut-off levels prescribed in this Policy.
- "Negative screening test result" means a result indicating the presence of no class of drugs or the presence of a class of drugs below the cut-off levels prescribed in this Policy.
- "Other person in the workplace" means any person who performs work for or on behalf of the Shire of Bruce Rock or any person who performs work on the premises or property of the Shire of Bruce Rock.
- "Policy" means the Shire of Bruce Rock Fitness to Work Policy as amended from time to time.
- "Positive confirmatory test result" means a result indicating the presence of drugs at or above the cut-off levels prescribed in this Policy and/or a test result and/or an action that is deemed by the Policy to be a positive confirmatory test result.
- "Positive screening test result" means a result indicating the presence of a class of drugs at or above the cut-off levels prescribed in this Policy.
- "Screening test" means an initial test to identify the presence of a class of drugs as prescribed in this Policy.
- "Valid sample" means an unadulterated urine sample that conforms to the requirements of Australian Standard 4308.

## **Policy**

Both the Council and individual employees have obligations under the duty of care responsibilities in Occupational Safety and Health Legislation and at common law.

As an employer the Council is obliged to provide a safe workplace so that employees are not subject to unnecessary hazards. Part of this duty to take reasonable care relates to taking reasonable steps to ensure employees are in a fit state to work safely and to minimise risks to both themselves and their work mates.

Employees and other persons in the workplace have a corresponding duty under legislation to take reasonable care so as not to expose themselves or their fellow employees to unnecessary risks.

Employees have an obligation to advise the employer if they:

- Are unfit to perform work as a result of alcohol or drugs
- Are taking any medication that might affect their work performance
- Believe another employee or person in the workplace is unfit to perform work as a result of alcohol or drugs.

## **Application**

The Alcohol and Other Drugs Policy applies to all the Shire of Bruce Rock employees or other persons performing work upon the premises or property of the Shire of Bruce Rock.

### **Misuse of Alcohol and Other Drugs**

Everybody performing duties at the Shire of Bruce Rock is expected to act in a responsible manner and present themselves for work in a fit state. Accordingly, a person adversely affected by alcohol or drugs is not permitted on the premises.

Any person whose alcohol or other drugs test results exceed the limits set out in this Policy will be deemed unfit for work.

This Policy does not apply to prescription drugs which are used for their intended purposes as currently prescribed for the person using them and where use of such drugs does not adversely affect the person's ability to perform work in a safe and productive manner. All personnel who use prescribed drugs must report this to their manager and must also make the manager aware of any possible side effects.

This Policy does not apply to the moderate and responsible consumption of alcohol in accordance with the relevant Council procedure at Council business or social functions or in connection with business travel and entertainment.

### **Compulsory Drug and Alcohol Testing**

Employees and other persons in the workplace are required to undertake alcohol and drug testing when, where and as required. This will include:

- Random testing
- Extraordinary testing
- Incident testing
- Fitness for Work testing
- Pre-Employment testing

Valid samples for the purposes of drug screening will comply with the requirements of Australian Standard 4308 for the collection, detection and quantitation of drugs of abuse in urine.

A screening test to identify the presence of alcohol will be conducted by breath analysing equipment that meets the requirements of Australian Standard 3547 (Breath alcohol testing devices for personal use) and the procedure used will be as recommended by the manufacturer of the device.

All drug testing shall be conducted at a Council approved testing facility. Authorised and trained persons will conduct all alcohol testing at the workplace.

Where an employee or other person in the workplace returns a positive screening test result a confirmatory test will be conducted.

A person who returns a positive screening test will not be permitted to remain in or return to the workplace pending the receipt by the employer of the confirmatory test result. Where a person is so required to leave the Council's premises or property the Council will ensure that it is in a safe and responsible manner.

A positive confirmatory test result will be dealt with in accordance with the "Action in Relation to Test Results" provisions as contained in this Policy.

A person who returns a negative confirmatory test result will be permitted to return to the workplace.

### **Random Testing**

All employees and other persons in the workplace may be required to provide a sample for testing as a result of a random selection process. The Council reserves the right to amend and adjust the random selection process from time to time as appropriate.

All employees will be tested at least once in every twelve months.

### **Extraordinary Testing**



An employee once found to have obtained a positive result in either drug or alcohol testing shall be required to undergo further urine testing at the rate of three extraordinary tests over six months not including normal selection for random testing.

The Council's Chief Executive Officer shall determine when extraordinary testing is to take place.

#### **Incident Testing**

Employees involved in significant incidents may be tested. Significant incidents may include, but are not limited to:

- Vehicle accidents
- Injuries treated by a medical practitioner
- Property/equipment damage
- Reportable near misses

Persons involved in such incidents will be tested for alcohol and/or drugs as per the procedures under this policy. They will not be permitted to commence work until a negative test result is returned and they are considered to be fit for work.

A person who is required to provide a post-incident sample will be on full pay until the testing process is completed at which time they will either return to work or be dealt with in accordance with the "Action in Relation to Test Results" provisions as contained in this Policy.

#### **Fitness for Work Testing**

Any employee who has reason to believe that another employee, a contractor's employee, or a visitor is under the influence of drugs or alcohol must report their suspicions to their supervisor/manager. If the supervisor/manager agrees that there is cause for suspicion they must arrange for the person to be removed from the workplace and undertake to provide a urine or breathalyser test. The employee reporting the suspicion will also be tested.

The person will not be permitted to commence work until a negative test result is returned and they are considered to be fit for work. The persons who are required to provide the sample will be on full pay until the testing process is completed at which time they will either return to work or be dealt with in accordance with the "Action in Relation to Test Results" provisions as contained in this Policy.

Employees have the opportunity to voluntarily self-test "without prejudice" at least 10 minutes prior to the commencement of work if they are in doubt of their fitness for work. An employee who removes themselves from the workplace prior to any incident or disciplinary action will do so either on annual or unpaid leave. Repeated events will be treated as a performance matter.

#### **Pre-Employment Testing**

All prospective employees shall be required to provide a urine sample that will be analysed for traces of prohibited or restricted drugs in accordance with Australian Standard 4308 as a pre-requisite for employment with the Council.

The prospective employee will be requested to declare to the person administering the test whether they are taking any medication, including prescription and/or non-prescription over the counter drugs.

#### **Refusal to Undertake a Test**

Refusal by an employee to submit to or cooperate fully with the administration of a drug and alcohol test will be deemed to be the same as a First Positive result and the employee will be sent home on either earned annual leave or unpaid leave at the employee's choice.

The employee will be given a verbal warning. This will be performed in accordance with the relevant Council procedure which requires a record to be kept including the full details of the misconduct, time and date of warning, and names of witnesses.

The employee will present themselves at an authorised testing centre within 24 hours of the first refusal and undergo a test. If the employee continues to refuse to take a test, it will be treated as a Second Positive result and the employee will be sent home on either earned annual leave or unpaid leave at the employee's choice. The employee will be given a final written warning assuming there are no mitigating circumstances.

The employee will present themselves for another test within 24 hours of the second refusal and undergo a test. If the employee continues to refuse to take a test, it will be treated as a Third Positive result. Formal disciplinary procedures will be invoked to ascertain if any mitigating circumstances exist and to allow the employee to state their case. Unless there are convincing arguments to the contrary, the individual may be dismissed without notice.

#### **Provision of an Invalid Sample or Inability to Provide a Sample**

An employee or other person in the workplace who provides an invalid sample for testing will be required to provide a valid sample for testing within 24 hours at an authorised testing centre and to comply with the instructions of the authorised testing centre to ensure the provision of a valid sample. In the absence of a medical explanation acceptable to the employer for the provision of an invalid sample, the provision of a second consecutive invalid sample will be treated as a Positive result for the purposes of this Policy.

Where an employee or other person in the workplace asserts that they are unable to provide a sample for testing, in the absence of an explanation acceptable to the employer and when given a reasonable timeframe, the person will be deemed to have returned a positive confirmatory test result for the purposes of this Policy.

#### **Requirement to Declare Use of Drugs Prior To Testing**

As part of the drug testing process where employees are on certain medication or prescriptions they are to provide a photocopy of same in a sealed envelope which is placed in the employees file and only opened if a positive reading is registered.

Where a positive test result is returned indicating the presence of a class of drugs consistent with the declared prescription and/or over the counter drugs no further action will be taken pending receipt of the confirmatory test results and provided the person is fit for work. If the confirmatory test result is consistent with the proper and/or prescribed use of the declared prescription and/or non-prescription over the counter drugs it will not be considered a Positive result for the purposes of this Policy and no further action will be taken, provided that the person is fit for work.

Where the confirmatory test result is not consistent with the proper and/or prescribed use of the declared prescription and/or non-prescription over the counter drugs or where the use of prescription and/or non-prescription over the counter drugs has not been declared it will be considered a Positive result for the purposes of this Policy.

### **Testing Levels**

#### **Alcohol**

##### **Range zero to less than 0.02%**

Where an individual, after the 20-minute break, records a Blood Alcohol Content greater than zero and up to and including 0.02% they will be stood down and provided with safe transport off site. Time off is to be taken as annual/unpaid leave.

For the first offence of a positive recording between zero and 0.02% the employee will be given a verbal warning by their supervisor.

Any subsequent positive test will result in formal disciplinary action being taken and a letter of warning issued.

##### **Range 0.02% to 0.10%**

Where an individual, after the 20 minute break, records a BAC greater than 0.02% and up to and including 0.10% they will be stood down and provided with safe transport off site. Time off is to be taken as annual/unpaid leave.

A formal written warning will be issued.

##### **Range greater than 0.10%**

A positive result greater than 0.10% will be stood down for 24 hours immediately with a view to termination of their employment at the discretion of the Chief Executive Officer.

#### **Other Drugs**

The screening test cut-off levels are:

<b>Class of Drug</b>	<b>Cut-off Level</b>
Methylamphetamine and Amphetamine	500
Cannabis metabolites	50
Cocaine metabolites	300
Benzodiazepines	200

The confirmatory test cut-off levels are:

<b>Class of Drug</b>	<b>Cut-off Level</b>
Opiates	300
Codeine	300
Amphetamine	300
Methylamphetamine	300
Methylenedioxymethylamphetamine	300
Phentermine	500
Ephedrine	500
Pseudoephedrine	500
11-nor- $\Delta^9$ -tetrahydrocannabinol-9-carboxylic acid	15
Benzoyllecgonine	150
Ecgonine methyl ester	150

Oxazepam	200
Temazepam	200
Diazepam	200
Nordiazepam	200
7-amino-clonazepam	200
7-amino-flunitrazepam	200
7-amino-nitrazepam	200

As part of the drug testing process where Staff are on certain medication or prescriptions, they are to provide a photocopy of same in a sealed envelope which is placed in the employees file and only opened if a positive reading is registered.

Where a positive test result is returned indicating the presence of a class of drugs consistent with the declared prescription and/or over the counter drugs no further action will be taken pending receipt of the confirmatory test results and provided the person is fit for work.

If the confirmatory test result is consistent with the proper and/or prescribed use of the declared prescription and/or non-prescription over the counter drugs it will not be considered a Positive result for the purposes of this Policy and no further action will be taken, provided that the person is fit for work.

Where the confirmatory test result is not consistent with the proper and/or prescribed use of the declared prescription and/or non-prescription over the counter drugs or where the use of prescription and/or non-prescription over the counter drugs has not been declared it will be considered a Positive result for the purposes of this Policy.

### **Action in Relation to Test Results**

#### **First Positive**

If an employee or other person in the workplace returns a positive confirmatory test result for the first time for other drugs then the following will apply:

- They will be provided with a copy of the laboratory drug and alcohol test results.
- The employee will be sent home on either annual leave or unpaid leave at the employee's choice.
- If management considers the test result to be a serious breach, management may commence appropriate disciplinary action in line with the recommended WALGA HR practices.
- This will be performed in accordance with the Council's relevant disciplinary procedure which requires a record to be kept including the full details of the misconduct, time and date of warning, and names of witnesses.
- The employee shall enter into discussions with their manager and the CEO regarding the positive result. The employee may request a representative to be present in a purely observatory capacity.
- The Council will recommend to the employee that they seek medical and/or counselling help.

In the event of the positive result being for drugs other than cannabis, the employee will present themselves within 48 hours at an authorised testing centre and undergo a further test. If the test is positive, it will be treated as a Second Positive.

Only if the test is negative will the employee be able to resume their normal duties. In the event of the positive result being for cannabis, the employee shall undertake

weekly drug testing at an authorised testing centre. The employee will not be permitted to commence work until a negative result is achieved. This may continue for a maximum period of up to six weeks.

The cost of testing to provide a negative result shall be at the employee's own expense.

The employer will consider failure to undertake weekly drug testing as required and to return a test result that indicates a decline in the level of the drug which was found to be at or above the cut-off level prescribed in this Policy or to return a test result which indicates the presence of any other drug at or above the cut-off level prescribed in this Policy as evidence of the employee's intention not to return to work and may terminate the contract of employment accordingly.

In the case of any other person in the workplace they will be removed from Council premises and will not be permitted to perform work for or with the Council or to enter Council premises until a negative result is achieved. The cost of testing to provide a negative result shall be at the person's own cost and shall be conducted by an authorised testing centre approved by the Council.

On return to work the employee or other person in the workplace will be subject to extraordinary testing in addition to the usual testing programme. Further contravention of this Policy will result in disciplinary action up to and including termination of employment.

Disputed results will be dealt with in accordance with Australian Standard 4308 and at the employee's own cost. The referee sample will be made available for testing by an authorised testing centre and all records of the original test made available for re-examination. Due to possible degradation of sample over time, re-testing need only detect the presence of the drug or metabolite using mass spectrometry.

### **Second Positive**

The below steps apply only if a first positive was not considered a serious breach, and the employee is not currently undergoing relevant disciplinary procedures. If a first positive is considered to be a serious breach, the HR process being undertaken will take precedence.

If an employee or other person in the workplace records a positive confirmatory test result for the second time for alcohol or drugs then the following will apply:

- They will be provided with a copy of the laboratory drug and alcohol test results.
- The employee will be sent home on either annual leave or unpaid leave at the employee's choice and given a final written warning.
- The employee shall present themselves as soon as possible to a panel consisting of;
- Direct Manager
- Chief Executive Officer, and
- Health and Safety Representative (employee's choice)

The objective of the panel is to discuss;

- Source of problem
- Explain the repercussions of a Third Positive test
- Reinforce the Fit to Work Policy
- Organise counselling and/or medical help

The employee shall undertake counselling and provide some proof or display an undertaking as to a change in lifestyle. The Counsellor shall decide when such proof or display is sufficient and when enforced counselling is over. Failure to complete enforced counselling or to provide sufficient proof of a change in lifestyle will result in disciplinary action up to and including termination of employment.

In the event of the positive result being for alcohol and drugs other than cannabis, the employee will present themselves within 48 hours at an authorised testing centre and undergo a further urine or breath test. If the test is positive, it will be treated as a Third Positive.

Only if the test is negative will the employee be able to resume their normal duties. In the event of the positive result being for cannabis, the employee shall undertake weekly drug testing at an authorised testing centre. The employee will not be permitted to commence work until a negative result is achieved. This may continue for a maximum period of up to six weeks.

The cost of testing to provide a negative result shall be at the employee's own expense.

The employer will consider failure to undertake weekly drug testing as required and to return a test result that indicates a decline in the level of the drug which was found to be at or above the cut-off level prescribed in this Policy or to return a test result which indicates the presence of any other drug at or above the cut-off level prescribed in this Policy as evidence of the employee's intention not to return to work and may terminate the contract of employment accordingly.

In the case of any other person in the workplace they will be removed from Council premises and will not be permitted to perform work for or with the Council or to enter Council premises until a negative result is achieved. The cost of testing to provide a negative result shall be at the person's own cost and shall be conducted by an authorised testing centre approved by the Council.

On return to work the employee or other person in the workplace will be subject to extraordinary testing in addition to the usual testing programme. Further contravention of this Policy will result in disciplinary action up to and including termination of employment.

Disputed results will be dealt with in accordance with Australian Standard 4308 and at the employee's own cost. The referee sample will be made available for testing by an authorised testing centre and all records of the original test made available for re-examination. Due to possible degradation of sample over time, re-testing need only detect the presence of the drug or metabolite using mass spectrometry.

### **Third Positive**

The employee will be immediately suspended from work without pay pending an investigation of the incident or occurrence. Formal disciplinary procedures will be invoked to ascertain if any mitigating circumstances exist and to allow the employee to state their case.

Unless there are convincing arguments to the contrary, the individual may be dismissed without notice. Where a person in the workplace other than an employee returns a positive confirmatory test result for the third time The Shire of Bruce Rock

may refuse to permit the person to perform work for or on behalf of the Council or to perform work on the premises or property of the Council.

### **Disciplinary Record**

Where an employee has not breached this Policy for a period of not less than 24 months the individual will be regarded as successfully rehabilitated and any future incident or occurrence will be treated as a First Positive.

### **Misconduct**

The following behaviours shall be deemed gross misconduct and will be subject to instant dismissal:

- The possession, cultivation, distribution, sale, purchase, or consumption of illegal substances;
- The unauthorised consumption, sale or supply of alcohol;
- The possession, sale, distribution or consumption of prescription drugs except as properly prescribed;
- The use of alcohol or any other drug such that a person's work performance or ability to work safely may be jeopardised;
- Breaches of confidentiality;
- Tampering with an alcohol or drug test sample.

### **Counselling and Rehabilitation**

All personnel will be offered the opportunity to seek appropriate counselling and rehabilitation services where the need arises. The Council intends in appropriate circumstances to help employees with problems associated with the abuse of drugs and alcohol and to encourage their rehabilitation.

However, no part of this Policy or any related procedures is intended to affect the Council's right to manage its workplace and discipline its employees or to offer employment or continued employment, nor to make the Council liable for the costs associated with counselling and rehabilitation.

If an employee feels they require assistance with a substance abuse or dependence related issue they may bring this to the attention of their Safety Representative, Supervisor or CEO. No disciplinary action will result from such a request, even if it is obvious that the Policy must have been previously breached, provided that the request is made well in advance of and not as a result of a drug and alcohol test.

Counselling and Rehabilitation, if required, can be arranged on a strictly confidential basis.

This may be arranged through other agencies as listed below:

<b>Service Provider</b>	<b>Metro No.</b>	<b>Toll Free</b>
Occupational Services (WA)	9225 4522	1800 198 191
Alcohol and Drug Information Service (24hrs)	9442 5000	1800 198 024
Alcoholics Anonymous (24 hrs)	9325 3566	
Narcotics Anonymous	9227 8361	
Parents Alcohol and Drug Information Service	9442 5050	1800 653 203

### **Ensuring Confidentiality**

All employee information generated as a result of the implementation of this Policy will be safeguarded according to normal requirements for confidential human resource and medical information.

The information will only be provided to those people in the Council who have a legitimate need to know to ensure safety, health, or performance. No information relating to this Policy and identifying a particular individual will be released to any third party except with the individual's consent or to obtain professional or legal advice or if required by law.

Statistics will be compiled from time to time and made available to all staff. Any published statistics will not identify individuals.

Breaches of confidentiality shall result in the termination of employment.

### **Council Premises**

Alcohol is allowed on Council owned residential property or accommodation units that constitute an employee's private accommodation.

To monitor compliance with this Policy the Council reserves the right to conduct searches, inspections and tests on Council premises in accordance with applicable law and without prior notice of the clothing, personal effects, lockers, toolboxes, baggage, vehicles and quarters of any person subject to this Policy.

If it is intended to conduct such a search the person/s concerned will be informed of the reason and be allowed to have another person present. The person conducting the search should request another supervisor/manager to be present and all details must be fully documented.

Where any employee or other person in the workplace refuses to submit to a search, inspection or test the incident will be referred to the local authorities. Where any employee is found to be in possession of a prohibited item they will be subject to disciplinary action up to and including termination of employment. Any other person in the workplace found to be in possession of a prohibited item will not be permitted to perform work for or with the Council or to enter or remain on Council premises.

The possession, cultivation, distribution, sale, purchase or consumption of illegal substances on Council property, or while otherwise on Council business, will be considered a criminal matter, and be referred to the appropriate authorities. Such matters will be dealt with in accordance with the relevant Council procedure.

### **Client's Sites**

Council employees on other clients' sites are required to abide by and cooperate with the requirements of the client's drug and alcohol policy and procedures. This includes, where required, undertaking alcohol and other drug screening and submitting to searches and inspections so long as they are conducted in accordance with applicable law.

In the event of an employee testing positive in these circumstances or being found in possession of a prohibited item, the employee should immediately contact their manager who will undertake to arrange safe transport of the employee to an appropriate location. The employee's manager should immediately contact the Council's Occupational Health and Safety representative. Council employees testing positive to alcohol or drugs on clients' sites will also be shown as a positive result on



their drug and alcohol records at the Shire of Bruce Rock and the provisions of this Policy will apply.

### **Accountabilities**

#### **Chief Executive Officer and Executives**

The Chief Executive Officer and Executives are accountable for ensuring the successful implementation and operation of the Alcohol & Other Drugs Policy. This will ensure that all employees understand and support the Policy and adequate resources are provided for appropriate education, training, counselling, and other requirements of the Policy.

#### **Managers and Supervisors**

Managers and Supervisors are accountable for ensuring that all individuals are aware of and comply with the provisions of this Policy and that the Policy is applied fairly and consistently to everybody in their areas of responsibility. This includes the provision of training, education, and other support programmes and periodic review of the implementation, application, and effectiveness of the Policy.

Managers and Supervisors also have responsibility for determining the fitness for work of individuals under their control and for taking prompt and appropriate action to address declining safety or work performance as a result of alcohol or other drug misuse. Failure to apply and enforce the Policy in a timely and effective manner will be treated as a performance matter.

All Managers and Supervisors will be appropriately trained to ensure their competency in handling these matters.

#### **All Individuals**

Everybody is accountable for:

- Ensuring that they are not in an unfit state for any reason, including the adverse effects of alcohol or other drugs;
- Raising any concerns about their own fitness for work;
- Raising any concerns about another person's fitness for work with their Manager or Supervisor;

Notifying their Supervisor or Manager of any situation in which this Policy may have been breached. This includes unauthorised possession or consumption of alcohol or other drugs on site or during work and failure to provide details of prescription medication and associated limitations to carry out normal duties. Medical confidentiality will be maintained as appropriate.

### **Head of Power**

Local Government Act 1995

Local Government (Rules of Conduct) Regulations 2007 r.3 (1)(h)

Occupational Safety and Health Act 1984

Occupational      Safety      and      Health      Regulations      1996

## 5. Health, Building and Planning

<b>Policy Name:</b>	<b>5.1</b> Health Policy for Shire Events
<b>Department:</b>	Health, Building and Planning
<b>Date Adopted:</b>	19 October 2005
<b>Last Reviewed:</b>	19 December 2019

**Preamble** Health Policy for Shire-run activities and events.

**Objective** To outline a Health Policy for Shire-run events.

**Policy** The Shire of Bruce Rock is committed to improving the health and well-being of its Councillors, employees and the community by supporting the provision of healthy environments.

### 1. Tobacco Policy

The Shire recognises that smoke free environments protect non-smokers from harmful effects of environmental tobacco smoke (passive smoke) and contribute to reducing tobacco consumption levels.

- 1.1 All Shire programmes/events and functions held at a Shire location will be smoke free. This includes all indoor areas and nominated outdoor areas. Priority for the hosting of Shire events/ activities will be given to venues/organisations that have a smoke free policy in place.
- 1.2 Tobacco products will not be sold in conjunction with any Shire events/functions and venues that allow the sale of tobacco products will not be chosen to host Shire activities if possible
- 1.3 Any person, either employed by or representing the Shire will limit smoking whilst acting in an official capacity.

### 2. Food and Catering Policy

The Shire understands and recognises the importance of good nutrition and the role it plays in maintaining and improving health. It is policy that:

- 2.1 Where food is available at Shire functions and activities, healthy alternatives will be offered. This includes the provision of foods low in fat, high in fibre and with substantial fruit and vegetable content.

### 3. Alcohol and Other Drugs Policy

In the interest of the health and safety, the Shire will support strategies to minimise harm from alcohol and other drug use.

#### Alcohol

On occasions where Shire serves alcohol in conjunction with function or event, the Coordinator will;

- i) Ensure that alcohol is not served to persons under the age of 18 years or to intoxicated patrons.

- ii) Provide alternatives such as lower strength and non-alcoholic beverages (including water).
- iii) Ensure that food is available when alcohol is served.
- iv) Provide water for consumption at no or minimum cost.

#### **4. Other**

The use of illicit and performance enhancing drugs will not be allowed at any activities or events under the control of the Shire.

#### **5. Sun Protection Policy**

The Shire recognises that exposure to ultraviolet radiation (UVR) has negative health effects and will therefore introduce measures to minimise exposure.

- 5.1 Staff and Councillors representing the Shire will always be actively encouraged to act as positive role models by adopting sun smart behaviours e.g. wearing long sleeved shirts, hats and sunscreen (Slip, Slop, Slap).
- 5.2 Where practicable activities and events to be held outside of the hours of 10.30am to 3.00pm.
- 5.3 Sunscreen may be made available to participants and spectators by the Shire.
- 5.4 Participants and spectators will be encouraged to make optimum use of natural shade or other shade structures where provided.

#### **6. Mental Health Promotion**

Mental health promotion involves any action taken to maximise well-being in individuals and communities, it involves fostering a sense of belonging through improving social, physical and economic environments as well as enhancing the coping capacity of individuals and communities. While mental health promotion opportunities can occur at any time, the Shire will endeavour to support positive mental health promotion of individuals and the community through supportive strategies which;

- encourage individuals to participate in Shire activities (**Act**)
- encourage individuals to become volunteers in the organisation (**Belong**)
- encourage individuals to be more broadly involved in other community events and environments (**Commit**)
- encourage removal of economic or social barriers to participation
- encourage positive role modelling of values, behaviour and interests
- encourage participants, volunteers and organisers to treat people with respect, equality and openness.
- Proactively address instances of bad practice
- Proactively reward instances of good practice
- Encourage the support for building capacity in mental health promotion through proactively supporting training and developmental workshops and programs.

**Head of Power**

Nil

<b>Policy Name:</b>	<b>5.2 Outbuildings, Shipping Containers and Lean-Tos</b>
<b>Department:</b>	Health, Building and Planning
<b>Date Adopted:</b>	23 June 2022
<b>Last Reviewed:</b>	20 June 2024

### **1.0 Statutory Authority**

This local planning policy has been prepared and adopted under Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015* (Regulations). This policy may be cited as the Local Planning Policy No. 5.2 Outbuildings, Shipping Containers and Lean-Tos (the Policy). If there are any inconsistencies between the provisions of the Policy and other Shire of Bruce Rock (the Shire) local planning policies, the provisions of the Policy prevail.

### **2.0 Purpose**

The Shire seeks to reduce the administrative burden and cost associated with the assessment and determination of minor development, and specific rural development that presently requires development approval under the *Shire of Bruce Rock Local Planning Scheme No.3* (the Scheme).

Apart from the development types that already do not require development approval (are exempted development) under the Scheme, the Policy details additional exempted development, and the Shire requirements in respect of authorising temporary development, as provided for under Schedule 2 clause 61 of the Regulations.

### **3.0 Objectives**

- To permit outbuildings, shipping containers and lean-tos (as defined by the Policy) that meet the needs and lifestyles of residents, and broadacre farming activities whilst being appropriate for the land's zoning and the use of the land.
- To ensure development outcomes will provide for a high standard of built form and visual appearance.

### **4.0 Definitions of Terms**

The terms used in this policy have the following meanings.

Term	Definition
Lean-to	an open frame single slope roofed structure attached to an outbuilding, shipping container or a building that is used for a permitted or approved land use.
Outbuilding	an enclosed, or partly enclosed non-habitable structure that is detached from any dwelling, or is a structure/building that is used for a permitted or approved land use and includes sheds, farm sheds, and similar enclosed, or partly enclosed buildings/structures but does not include a shipping container.
Partly enclosed Outbuilding	an Outbuilding bounded by no less than two permanently fully walled sides.
Shipping container (also known as a sea or cargo container)	a re-sealable, re-usable, modular enclosed box constructed of steel panels, with flat roof, which can be transported and adopted for storage use and other non-habitable uses.

## **5.0 Exempted development**

The following development types do not require development approval provided the requirements are satisfied.

	Exempted Development type	Requirements
1.	The erection of, additions or alterations to an enclosed, or partly enclosed Outbuilding on a lot	<ol style="list-style-type: none"> <li>1. The lot is zoned either Residential or Townsite, and less than 4,000m<sup>2</sup> in area.</li> <li>2. There is a dwelling on the lot and conditions of Schedule 2 clause 61(1) Item 7 of the Regulations are met, as varied by a) and b) below in respect of the large and multiple outbuildings deemed-to-comply provisions of the R-Codes: <ol style="list-style-type: none"> <li>a) individually or collectively does not exceed 180m<sup>2</sup> in area or 18% in aggregate of the (lot) site area, whichever is the lesser area; and</li> <li>b) wall and/or ridge height (measured from finished ground level) does not exceed 4.5m.</li> </ol> </li> <li>3. Where there is no dwelling on the lot, the outbuilding complies with all of the following: - <ol style="list-style-type: none"> <li>a) Is used for purposes that are permitted or approved under the Scheme.</li> <li>b) Is not used for habitable purposes.</li> <li>c) Is constructed of materials and of appearance to complement and be sympathetic with any structure/building on the lot or the locality.</li> <li>d) Individually or collectively does not exceed 180m<sup>2</sup> in area or 18% in aggregate of the (lot) site area, whichever is the lesser area.</li> <li>e) Wall and/or ridge height (measured from finished ground level) does not exceed 4.5m.</li> <li>f) Complies with all other relevant development standards and requirements set out in the Scheme.</li> </ol> </li> </ol>

	Exempted Development type	Requirements
		g) Not located in a heritage-protected place.
2.	The erection of, additions or alterations to an enclosed, or partly enclosed Outbuilding on a lot	<ol style="list-style-type: none"> <li>1. The lot is zoned either Residential or Townsite, and is equal to or greater than 4,000m<sup>2</sup> in area and located within the gazetted towns boundary.</li> <li>2. Where associated with a dwelling and conditions of Schedule 2 clause 61(1) Item 7 of the Regulations are met, as varied by a) and b) below in respect of the large and multiple outbuildings deemed-to-comply provisions of the R-Codes: <ol style="list-style-type: none"> <li>a) individually or collectively does not exceed 500m<sup>2</sup> in area or 12.5% in aggregate of the (lot) site area, whichever is the lesser area; and</li> <li>b) wall and/or ridge height (measured from finished ground level) does not exceed 6m.</li> </ol> </li> <li>3. Where there is no dwelling on the lot, the outbuilding complies with all of the following: - <ol style="list-style-type: none"> <li>a) Is used for purposes that are permitted or approved under the Scheme.</li> <li>b) Is not used for habitable purposes</li> <li>c) Is constructed of materials and of appearance to complement and be sympathetic with any structure/building on the lot or the locality.</li> <li>d) Individually or collectively does not exceed 500m<sup>2</sup> in area or 12.5% in aggregate of the (lot) site area, whichever is the lesser area.</li> <li>e) The wall and/or ridge height (measured from finished ground level) does not exceed 6m.</li> <li>f) Complies with all other relevant development standards and requirements set out in the Scheme.</li> </ol> </li> </ol>

	Exempted Development type	Requirements
		g) Not located in a heritage-protected place.
3.	The erection of, additions or alterations to an enclosed, or partly enclosed Outbuilding on a lot	<ol style="list-style-type: none"> <li>1. The lot is zoned Rural and is <i>outside</i> of the gazetted towns boundary.</li> <li>2. Is associated with a dwelling on the lot, or is used for purposes that are permitted or approved under the Scheme.</li> <li>3. Is not used for habitable purposes.</li> <li>4. Is constructed of materials and of appearance to complement and be sympathetic with the dwelling, or locality.</li> <li>5. Complies with setback requirements not less than 30m from a primary road, and 20m from a secondary road, rear road, or other road.</li> <li>6. Complies with all other relevant development standards and requirements set out in the Scheme.</li> <li>7. Not located in a heritage-protected place.</li> </ol>
4.	The erection of, additions or alterations to an enclosed, or partly enclosed Outbuilding on a lot	<ol style="list-style-type: none"> <li>1. The lot is zoned Rural and is <i>within</i> the gazetted towns boundary.</li> <li>2. Individually or collectively do not exceed 350m<sup>2</sup> in area or 10% in aggregate of the (lot) site area, whichever is the lesser area.</li> <li>3. Is associated with a dwelling on the lot, or is used for purposes that are permitted or approved under the Scheme.</li> <li>4. Is not used for habitable purposes.</li> <li>5. Is constructed of materials and of appearance to complement and be sympathetic with the dwelling or in locality.</li> <li>6. The wall and/or ridge height (measured from finished ground</li> </ol>

	Exempted Development type	Requirements										
		<p>level) does not exceed 6m.</p> <p>7. Complies with setback requirements not less than 20m from a primary road, and 10m from a secondary road, rear road, or other road.</p> <p>8. Complies with all other relevant development standards and requirements set out in the Scheme.</p> <p>9. Not located in a heritage-protected place.</p>										
5.	Shipping container	<p>Shipping containers are a portable, durable and secure type of outbuildings which can be purposed for specialised storage functions. Due to a history of development concerns shipping containers require development control to ameliorate their effect on the local amenity. Therefore, a shipping container development shall require development approval except where the following are met:</p> <p>1. It is wholly located within an existing enclosed building; or</p> <p>2. It is authorised by the Shire Delegate as temporary development; or</p> <p>3. All of the following criteria are satisfied: -</p> <p>a) It is on a lot in the following zones and does not exceed the number and size below:</p> <table><tr><td>Residential zone</td><td>one 20-foot container</td></tr><tr><td>Townsite zone</td><td>one 20-foot container</td></tr><tr><td>Rural zone <i>within</i> the gazetted towns boundaries</td><td>two 20-foot containers or one 40-foot container</td></tr><tr><td>Rural zone <i>outside</i> the gazetted towns boundaries</td><td>No limit, and in full accordance with this clause sub clauses being b), d), e), and f).</td></tr><tr><td>Commercial zone</td><td>two 20-foot container or one 40-foot container</td></tr></table> <p>b) It is not stacked on top of each other where more than one is permitted.</p> <p>c) It is in new or good condition and of muted colours(s).</p> <p>d) It is setback from the street and lot boundaries in accordance</p>	Residential zone	one 20-foot container	Townsite zone	one 20-foot container	Rural zone <i>within</i> the gazetted towns boundaries	two 20-foot containers or one 40-foot container	Rural zone <i>outside</i> the gazetted towns boundaries	No limit, and in full accordance with this clause sub clauses being b), d), e), and f).	Commercial zone	two 20-foot container or one 40-foot container
Residential zone	one 20-foot container											
Townsite zone	one 20-foot container											
Rural zone <i>within</i> the gazetted towns boundaries	two 20-foot containers or one 40-foot container											
Rural zone <i>outside</i> the gazetted towns boundaries	No limit, and in full accordance with this clause sub clauses being b), d), e), and f).											
Commercial zone	two 20-foot container or one 40-foot container											



	Exempted Development type	Requirements
		<p>with Scheme requirements.</p> <p>e) It is used for purposes that are permitted or approved under the Scheme.</p> <p>f) It is not located in a heritage-protected place.</p>
6.	Lean-to structure	<ol style="list-style-type: none"> <li>1. Is associated with an outbuilding or shipping container and is used for purposes that are permitted or approved under the Scheme.</li> <li>2. Is unenclosed, other than the one side attached to an outbuilding or shipping container.</li> <li>3. Has an area no more than 30 percent of the area of the outbuilding that it is attached to or has an area no more than 100 percent of the area of the shipping container to which it is attached.</li> <li>4. Is constructed of materials and of appearance to complement and be sympathetic with the outbuilding or shipping container or within the locality.</li> <li>5. Is setback from the street and lot boundaries in accordance with Scheme requirements.</li> <li>6. Not located in a heritage-protected place.</li> </ol>

## **6.0 Temporary development**

The Shire may authorise for a period longer than 48 hours in any 12-month period the temporary erection, extension or placement and use of an outbuilding(s), shipping container(s) and lean-to(s) provided the following requirements are satisfied as applicable.

1. Is erected or placed for the purpose of providing a service, works or use due to a disruption of an essential service, a public health emergency, a state of emergency, or any combination of the aforementioned disruption and/or emergency as determined by the exercise of reasonable and practicable deliberation by the Shire Delegate.

2. Is for the temporary storage of building materials, equipment, plant and/or machinery to be used for the construction of a dwelling or additions to a dwelling that has a current development approval and/or for which a building permit has been issued pursuant to the *Building Act 2011* and is (to be) located on the same land (lot) as the dwelling.
3. The construction works are actively being undertaken on the site (lot) and do not lapse for any period greater than 30 days.
4. Otherwise for a use that is permitted or approved under the Scheme.
5. There is no obstruction to pedestrian or vehicle movements or obstruction to vehicle sight lines.
6. Is suitably located on, and of a reasonable size for the site.
7. Is in new or good condition and of muted colour(s), unless otherwise approved by the Shire Delegate.
8. The structure/building is removed, and the site made good upon the completion of the construction works for the dwelling, being lock-up stage or as determined by the Shire Delegate or at the expiry of the authorised period unless a further period is authorised.
9. The structure/building is removed, and the site made good upon the formal cessation of the essential service or use caused by a disruption of an essential service, a public health emergency, a state of emergency or any combination of the aforementioned disruption and/or emergency as determined by the Shire Delegate or at the expiry of the authorised period unless a further period is authorised.

The Shire may Impose conditions for the temporary structure/building to be of acceptable materials, colour and construction standard and dealing with any visual amenity considerations.

## **7.0 Application requirements**

The applicant is to provide to the Shire the following unless the Shire Delegate elects to waive or vary:

<p>1. At a minimum, a site plan or plans depicting:</p>	<ul style="list-style-type: none"> <li>• The location of the site (lot).</li> <li>• Existing and if relevant proposed natural ground levels.</li> <li>• Boundary setbacks.</li> <li>• Natural features, inclusive of trees and vegetation.</li> <li>• Existing structures/buildings.</li> <li>• Existing/proposed means of access.</li> <li>• Location, dimensions, and elevations of the proposed</li> </ul>
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	structure/building.
2. In addition, plans and or written information provided depicting or describing:	<p>The construction materials and finishes, intentions for screening and landscaping to address any visual amenity considerations.</p> <p>Details of the proposed or intended use of the structure/building.</p> <p>The period that the temporary development will be situated on the site (lot).</p>
1. Payment of the relevant application fee.	As per the Shire of Bruce Rock annual Fees and Charges (as amended)

### **8.0 Confirmation of exempted development, authorisation of temporary development and requirement for a building permit.**

The Shire will upon application/review issue written confirmation that the proposed development is exempted development or issue written authorisation for the temporary development for a specified period inclusive of any conditions.

Unless otherwise stated in the written confirmation:

- Within the gazetted towns boundary of the Bruce Rock district, a building permit is required to be obtained from the Shire prior to construction of an Outbuilding, Shipping Container or Lean-to over 10m<sup>2</sup> in building footprint area and when determined to be a building classification of Class 10A.
- Outside the gazetted towns boundary of the Bruce Rock district, Building work of an Outbuilding, Lean-To, or Shipping container could be exempted building work therefore not requiring a building permit when determined to be a building classification of Class 10A.

For the avoidance of doubt, Council determines a Class 10A Outbuilding, Lean – To, or Shipping container as the applicable Class of building work when used for storage of broadacre farming operation items, and/or parking up of farming vehicles to meet the operational needs of broadacre farming activities. Furthermore, the Class 10A Outbuilding, Lean – To, or Shipping container is conditional for being used for purposes approved or permitted under the Scheme and meeting the objectives of this policy.

Furthermore, an Outbuilding or Lean-to, or Partly enclosed Outbuilding are, for the purpose of this Policy, not buildings used for the display of goods or produce for sale by wholesale, and are also not buildings for the production, assembling, altering, repairing, packing, finishing, or cleaning of goods or produce for sales to take place. Should this be the buildings purpose then Planning Approval is required as these 'uses' fall outside the exempted development considerations of this Policy.

### **9.0 Administrative delegation-**

The Chief Executive Officer or Manager of Regulatory Services is authorised on behalf of the Shire Council as the 'Shire Delegate' to:

- waiver or vary the application requirements other than the application fee; and

- under the policy provisions determine whether the proposal is exempted development or is temporary development;
- issue written confirmation of exempted development or written authorisation of temporary development for a specified period inclusive of any conditions; and

Notwithstanding compliance with the provisions of this Policy, if the Chief Executive Officer or Manager of Regulatory Services determines that a proposal to be contentious or of a contentious nature, then in that event the applicant is to provide evidence of consultation inclusive of comments of neighbouring landowners (and/or tenants) in respect of the proposal for the consideration of the Shire Council.

Furthermore, should the proposed Outbuilding on assessment be determined to not be a building class of Class 10A Outbuilding, after consultation with the applicant, the proposal may be referred to the Shire Council for determination for planning approval, fees apply.

### **10.0 Adoption**

<b>Action</b>	<b>Date</b>
<b>Public consultation/advertising</b>	25 May 2022 to 15 June 2022.
<b>Adoption</b>	23 June 2022
<b>Public notification of adoption</b>	21 July 2022 to 4 August 2022
<b>Amended</b>	20 June 2024 [Resolution OCM Jun 24 – 12.1.2]
<b>Next review date</b>	March 2026

**Policy Name:****5.3** Payment of Subsidy for Connection to the Septic Tank Effluent Disposal Scheme (STED)**Department:** Health, Building and Planning**Date Adopted:** 19 July 2018**Last Reviewed:** 19 December 2019

**Preamble** Outlining conditions for the payment of a subsidy for residential and commercial plumbing connections to the Septic Tank Effluent Disposal Scheme (STED) Scheme.

**Objective** To outline the conditions whereby Council will provide a subsidy paid directly to the licensed plumber on the connection of the property's septic system to the STED Scheme, as provided by the Water Corporation.

**Policy** Council agrees to provide a financial subsidy to property owners within the STED Scheme area to connect to the STED Scheme within 3 years from the date the Water Corporation deems the Scheme operational, subject to the following;

- The subsidy to be paid will be;
  - i. \$1,000 for the owners of residential or commercial properties;
  - ii. \$1,250 for the owners of residential properties that are registered Seniors with the Shire under the Pensioner Rebate Scheme; or
  - iii. \$1,500 for the owners of residential properties that are registered pensioners (including Seniors with Commonwealth Senior Health Cards) under the Pensioner Rebate Scheme.
- The subsidy will be payable direct to the licensed plumber after the works have been completed and the invoice issued to the property owner and a copy provided to the Shire Administration Office.
- Council will "supply only" appropriate sand or fill for the decommissioning of the land owner's leach drains.
- The decommissioning of the leach drains must be completed in a manner approved by the Environmental Health & Authorised Officer (EH&AO) as required under the *Health (Apparatus for the Treatment of Sewerage) Regulations 1974*.

The STED Scheme area is bounded by Noonajin Road, Dunstal Street, Swan Street and Johnson Street.

**Head of Power** Local Government Act 1995, s.6.2

<b>Policy Name:</b>	<b>5.4</b> Local Planning Policy for Heritage Places
<b>Department:</b>	Health, Building and Planning
<b>Date Adopted:</b>	20 July 2023
<b>Last Reviewed:</b>	20 July 2023

### Statutory Background

This policy is adopted under Deemed Provisions of the Planning and Development (Local Planning Schemes) Regulations 2015, which enable the Shire of Bruce Rock to prepare local planning policies for any matter related to the planning and development of the Scheme area. The local planning policy can only have effect where consistent with the Deemed Provisions and local planning scheme.

### Purpose

To provide guidance on the assessment of development proposals that affect heritage protected places.

### Definitions

Unless otherwise defined, terms used in this policy have common meanings, and include those defined in the Planning and Development Act 2005, the Planning and Development (Local Planning Schemes) Regulations 2015, and the Heritage Act 2018.

Term	Definition
Deemed Provisions	Provisions contained in Schedule 2 of the Planning and Development (Local Planning Schemes) Regulations 2014.
Heritage Agreement	A contract under Part 7 of the Heritage Act 2018 undertaken on a voluntary basis by owners of a heritage place.
Heritage Area	An area designated as a Heritage Area under clause 9 of the Deemed Provisions.
Heritage Assessment	An assessment that describes a place and its setting, and states its significant heritage value as per criteria adopted by the Heritage Council of Western Australia.
Heritage Impact Statement	Describes and evaluates any potential impact of a proposed development to the significance of a heritage place or area.
Heritage List	A list of heritage places adopted under the Local Planning Scheme, included within the Local Heritage Survey and assessed as being worthy of conservation.
Heritage Place	A site, area, space, building, structure, precinct, landscape, or garden that has been assessed to have natural or cultural heritage value.
Local Heritage Survey	A document adopted by Local Government that identifies and records places that are, or might become, of cultural heritage significance.
Local Planning Scheme	A document adopted by Local Government that sets out the way land is to be used and developed, classifies areas for land use and includes provisions to coordinate infrastructure and development within the Local Government area.

## Objectives

The objectives of the policy are to:

1. Conserve and protect places of cultural heritage significance that are identified on the Heritage List.
2. Ensure that developments do not adversely impact the significance of heritage places identified on the Heritage List.
3. Ensure that heritage significance is given due weight in local planning decision making.
4. Provide certainty to landowners and community about the planning processes for identification and protection of places identified in the Heritage List.

## Application

1. The policy applies to any places in Categories 1 and 2 (A and B) as identified in the Heritage List in the Local Heritage Survey.
2. The Deemed Provisions apply to the property, or portion thereof, as defined in the Heritage List in the Local Heritage Survey.
3. The Deemed Provisions do not apply specifically to the interior of the buildings identified in the Heritage List in the Local Heritage Survey.

## Development Control Principles

When considering any planning applications in relation to a place identified in the Heritage List, the Shire of Bruce Rock will apply, and have regard to, the development control principles listed in sections 6.5 and 6.6 of The State Planning Policy 3.5 Historic Heritage Conservation (2000), and in particular:

- a. whether any proposed development will adversely affect the significance of any heritage place or area, including any adverse effect resulting from the locations, bulk, form or appearance of the proposed development;
- b. measures proposed to conserve the heritage significance of the place and its setting; and
- c. the structural condition of a place, and whether a place is reasonably capable of conservation.

## Levels of Significance

The level of heritage significance of a place is one of the matters considered in determining an application. One of the following levels of significance is applied to each place identified in the Local Heritage Survey and the Heritage List.

This policy is relevant to places of Exceptional Significance (Category 1- State Register) and Considerable significance (Category 2), as identified in the Heritage List in the Local Heritage Survey (LHS).

LEVEL OF SIGNIFICANCE	DESCRIPTION	DESIRED OUTCOME
<b>Exceptional significance</b> <b>HERITAGE LIST</b> <u>Category 1 (LHS)</u>	Essential to the heritage of the locality. Rare or outstanding example.	The place should be retained and conserved, unless there is no feasible and prudent alternative to doing otherwise. Any alterations or extensions should reinforce the significance of the place, and be in accordance with a Conservation Plan (if one exists).

<b>Considerable significance</b> <b>HERITAGE LIST</b> <u>Category 2 (LHS)</u>	Very important to the heritage of the locality. High degree of integrity/authenticity.	Conservation of the place is highly desirable. Any alterations or extensions should reinforce the significance of the place.
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#### Applications for Planning Approval – Accompanying Material

Minor works may need to demonstrate that the development will not have an adverse effect on the cultural heritage significance of the place, but may not require submission of all accompanying material, at the discretion of the Shire of Bruce Rock.

An applicant may be required to provide one or more of the following reports to assist in the determination of a development application. This is additional to the requirement for accompanying material set out in the Local Planning Scheme and the Model Scheme Text.

a. Heritage Impact Statement

If a proposal will have a substantial impact on the exterior fabric or form of a place in the Heritage List, a Heritage Impact Statement may be required. It should address three main questions:

- How will the proposed development affect the significance of the place?
- What alternatives have been considered to minimise any adverse impacts?
- Will the proposal result in any heritage conservation benefits that might offset any adverse impacts?

b. A schedule identifying existing relevant heritage fabric of the place, and how the proposed development responds to the heritage values of the place.

c. Street elevations, where works include a new development within a heritage place, or that otherwise propose changes that will be substantially visible from the public domain.

A determination of the proposed development will be a Shire of Bruce Rock decision with regard to the impact on the cultural heritage significance of the place.

#### Register of Heritage Places

If a proposal affects a place that is entered in the Register of Heritage Places (State Heritage listed), the Shire will refer the development application to the Heritage Council of Western Australia. A Heritage Impact Statement may be required at the applicant's expense.

#### Proposed Demolition

A structural condition assessment can be requested in the case of proposed demolition, if structural failure is cited as a justification for the demolition of a place in the Heritage List. The structural evidence should be provided by a registered structural engineer to substantiate that the structural integrity of the building has failed and cannot be rectified without removal of a majority of its original fabric that would impact the significance of the place.

#### Archival Recording in the Case of Demolition

If the proposed demolition application of a place in the Heritage List or Local Heritage Survey is approved, a condition of approval may require the applicant to submit an archival record of the place, prior to the commencement of development.

The archival record is to be in accordance with the Heritage Council's standard for archival recording.



### Conditions of Approval

Where a development application for a heritage place is approved with conditions, those conditions may be used to secure positive heritage outcomes, in addition to any standard condition. Any condition of approval must have planning purpose, and be relevant and reasonable, and may include an archival record or entry into a heritage agreement.

### Amendments to the Heritage List

The procedures for adding, deleting, or amending entries to the Heritage List are set out in the Local Planning Scheme.

The Heritage List should include, as a minimum, all those places identified in the Local Heritage Survey as being of Exceptional Significance: Category 1 (Register of Heritage Places) or Considerable Significance: Category 2.

The Shire of Bruce Rock may amend the Heritage List in the following situations:

- Consider inclusion of a place in the Heritage List, if the findings of a reviewed Local Heritage Survey support it.
- A place is nominated for inclusion by the owner or a member of the public, if assessment documentation to the required standard is provided by the nominator.  
If not, consideration will be deferred until a review of the Heritage List is scheduled.
- The inclusion of a place may be considered if a heritage assessment is prepared as part of a Heritage Impact Statement submitted by an applicant.
- Consider removing a place from the Heritage List, if it is demolished or is damaged or destroyed, to the extent that its significance is significantly impacted or lost.
- The Shire will retain a record of all places destroyed, demolished and/or removed from the Heritage List, to monitor the rate of losses over time.

### Shire Owned Property

The Shire of Bruce Rock will seek to lead by example by conserving and managing its own property in accordance with this policy.

### Reference documents

The Local Heritage Survey  
2022 Heritage List 2022  
State Planning Policy 3.5 Historic Heritage  
Conservation Heritage Act 2018

## 6. Community Facilities

<b>Policy Name:</b>	<b>6.1</b> Bruce Rock Recreation Centre
<b>Department:</b>	Community Facilities
<b>Date Adopted:</b>	13 March 2012
<b>Last Reviewed:</b>	19 December 2019

### Introduction

The Bruce Rock Community Recreation Centre has recently undergone a major upgrade.

1. Synthetic Bowling Green & Amenities
2. Outdoor Netball & Basketball Courts
3. Football Oval
4. Cricket Field
5. Hockey Field
6. District Club
7. Kitchen
8. Main Hall/ Stadium
9. Change rooms
10. Storage Room
11. Tennis Courts & Amenities
12. Squash Courts
13. Hockey Turf

To ensure that the complex operates in an efficient and effective manner, gives the best value to customers and is maintained to the highest standard, this document will set out terms and conditions of use and maintenance of all facilities.

This facility has been funded by grants and Council funds and remains the property of Council except where there is a written lease, other parties will have control of their areas.

Each sporting group have an individual Memorandum of Understanding with Council.

This document will spell out the designated uses for each area and the roles of key personnel.

- **Bruce Rock District Club Inc**

(See attachment 1; lease Shire of Bruce Rock & Bruce Rock District Club Inc.)

The Club has a lease over the area as identified in their lease with Council which involves the club area, toilets and meeting room. Although not in the lease, the club manages the kitchen.

- **Kitchen**

As previously mentioned, the kitchen is managed by the Club. All bookings are to be done through the Club Manager. The kitchen is to be used appropriately and at all stages to be cleaned after use. This is to be policed by Club management and failure to adhere to the standard required you may lose your bond.

Council has agreed to hire a commercial cleaner prior to winter sports and at the end of winter sports to provide a professional clean standard.

Kitchen users need to note that vehicle access to the kitchen via the oval is now not allowed. All deliveries will be via front entrance, trollies are in the kitchen to help with heavy items.

All kitchen users are to provide their own dish cloths and washing liquid.

Liquid for the dishwasher will be provided by the Bruce Rock District Club.

The key to the front door is the same as the kitchen door.

- **Main Sports Hall / Pavilion**

This area caters for Netball, Basketball, Agricultural Show, Badminton, Volleyball and various events.

The main user at this time will be Netball, they will require the court one-week night for training and Saturday home games.

Other users will need to book through the Shire office.

- **Change rooms**

There are 5 main change rooms.

- 1 and 2 Home and Visitors change rooms**

- These are to be administered by the local Football Club and are to be kept neat and tidy.

- 3, 4 and 5 other change rooms**

- These are to be allocated to the Hockey Club and Netball Clubs and are also to be kept neat and Tidy.

- **Store Room**

The large storeroom to the south of the building will have lockable cages which will be available to the clubs. These cages will be lockable and the only key will be held by the clubs.

Council will utilise some of this area for the storing of Council property. All clubs will have a key to the southern doors for entry to the cage area.

- **Squash Courts**

There are three squash courts in the squash area, this area will be secure and looked after by the Squash Club. Access to a change room and toilets will be via the south of the building.

## **General**

### **Keys**

Clubs with designated areas will have keys issued to them for the area they control and will be responsible to ensure the areas are secure.

To ensure security, keys can only be obtained through the Council. All other keys to areas will need to be booked out by users at the Shire Office.

### **Bookings**

Booking of all venues must be made through the Shire Office. Clubs who have submitted fixtures will be allocated keys.

### **Cleaning**

Council will be responsible for cleaning the premises once a week. All other cleaning is to be carried out by the clubs.

- *Change rooms – Council will clean Friday, club to clean after Friday and training.*
- *Main Hall – Council to clean Thursday or Friday, clubs to clean after game and training.*

### **Management**

Management, day to day maintenance and upkeep, will be via Council's Recreation Centre Manager.

### **Insurance**

The Shire of Bruce Rock covers insurance on the building as well as public liability. However, it is up to the individual clubs to have their own content and players insurance and public liability insurance.

### **Reporting of Major Maintenance and Alterations**

Any major maintenance or alterations to the building must be reported to the CEO for information and approval of expenditure to repair.

### **Respect**

These high-class facilities have been provided at little cost to the users, it is expected that users treat the facilities with respect and ensure that damage is not caused unnecessary.

**Head of Power**            Nil

<b>Policy Name:</b>	<b>6.2</b> Turf Infrastructure Replacement Fund
<b>Department:</b>	Community Facilities
<b>Date Adopted:</b>	20 April 2017
<b>Last Reviewed:</b>	19 December 2019

<b>Preamble</b>	Policy in relation to the replacement of sporting surface and infrastructure at the Bruce Rock Recreation Centre.
<b>Objective</b>	To ensure that all sporting groups utilising the Bruce Rock Recreation Centre make a contribution to the replacement of their respective playing surfaces and infrastructure.
<b>Policy</b>	<p>A Memorandum of Understanding (MOU) will be established between the Shire of Bruce Rock and each individual sporting group and will include the annual contribution amount to be made to the fund by each club for their specific playing facility.</p> <p>The Shire of Bruce Rock will make a contribution of 50 cents for every dollar contributed to the fund up to the amount of \$2,000 per sporting group per year.</p> <p>All contributions will be held in the Shire of Bruce Rock's Sporting Clubs Facility Replacement Reserve Account.</p> <p>Contributions must be made by the 15<sup>th</sup> March each year to ensure that funds are accruing as much interest as possible.</p> <p>In the event of extenuating circumstances that the said sporting group is unable to contribute a proposed amount in any given year, written notification must be provided to the Shire of Bruce Rock outlining why the contribution cannot be made by the 15<sup>th</sup> March and when the contribution is likely to be made.</p>
<b>Process</b>	<p>Contributions will be made to the Shire of Bruce Rock Sporting Clubs Facility Replacement Fund by the date set out in each individual MOU between sporting groups and the Shire of Bruce Rock.</p> <p>Annually, by the 31<sup>st</sup> March, each sporting club will be given a financial statement of interest earned and contributions in reserve.</p> <p>Prior to the funds being utilised for the replacement of a sporting facility, the affected sporting clubs will be notified of the intention to withdraw funds from the reserve for that purpose. The notification will include details of the proposal for the replacement.</p>
<b>Head of Power</b>	Local Government Act 1995 (Financial Regulations) 1996

<b>Policy Name:</b>	<b>6.3</b> Community Bus Hire Policy
<b>Department:</b>	Community Facilities
<b>Date Adopted:</b>	20 October 2016
<b>Last Reviewed:</b>	6 August 2021

**PREAMBLE** Policy in relation to hiring of the Bruce Rock community bus.

**OBJECTIVE** To provide guidance with regards to the hiring of the local community bus.

**POLICY** The purpose of the community bus is to provide transport for local community groups, particularly those based in Bruce Rock.

The bus has a carrying capacity of 21 passengers without wheelchairs, or 17 passengers and 1 wheelchair. Disabled access is via the rear of the bus.

The bus is housed in a shed situated at the Bruce Rock Shire Depot, with the entrance off Noonajin Rd, Bruce Rock. The Shire of Bruce Rock will ensure that the bus is serviced and refuelled prior to hire.

The Shire's insurance policy provides cover for any organisation who hires the bus on the condition that the nominated driver has the necessary licence to drive the vehicle.

#### **Booking Procedures**

- Bookings must be made at the Shire Office – 56 Johnson St Bruce Rock, Ph 9061 1377.
- The Bus Hire Form and Hirer Condition of Use are to be completed and returned prior to a booking being accepted, as well as a copy of the Driver's Licence of the nominated driver of the bus. Frequent users/drivers may store this information in our records if they choose. If they choose to retain their information with us, they will not need to complete this for every hire.
- The Vehicle Log Book is to be filled out by the volunteer driver or group organizer. This book is to remain on the bus. The shire staff will initial next to the start and finish kilometres to confirm the mileage has been accurately logged.
- Any organization/individual hiring the bus will be required to pay a bond as confirmation of the booking. The bond will be withheld should any damage occur, or if the interior of the bus is not cleaned on return. Should the keys to the bus be lost, the cost of repairs or replacement will be deducted from the bond. In the event that these costs are more than the bond, the Hirer/group will be invoiced for the difference.

### **Arrangement for Bruce Rock Seniors Association Bookings**

The Bruce Rock Seniors Association are entitled to three (3) free bookings each financial year, after which normal rates for hire will apply as per the Fees and Charges schedule.

### **Limitations of Hire**

- There is to be no smoking on the bus
- The Shire reserves the right to cancel any bookings to enable the bus to be serviced or repaired.
- The interior of the bus is to be cleaned by each hirer/group at the conclusion of the journey.
- The driver must have an appropriate F or LR class licence.
- Drivers must have 0.00% blood alcohol content and not be under the influence of drugs (prescription medication excluded).
- During extended use, the hirer shall check the oil, water and tyres daily.
- Any damage to the bus must be reported to the Shire office as soon as possible.

### **Cancellation/ Not returning the bus by end of booking**

The bus is sometimes required by multiple community groups during the same week, or even on the same day. To discourage groups from booking the bus on an 'in case' basis, and thus precluding other groups from booking the bus a fee of \$100 will be charged if the bus booking is cancelled less than three days before the booking.

A fee of \$100 will be charged if the bus is not returned by the end of the booking.

### **Keys**

It is the responsibility of the Hirer/Group to ensure that the keys are collected from the Shire of Bruce Rock Administration Office at 56 Johnson St, Bruce Rock during working hours on the last working day before the vehicle is booked. Should this not be suitable, arrangements must be made with staff prior to collection day.

### **Fees and Charges**

Fees and Charges are reviewed annually as part of the Shire's budget process and can be found in the Shire of Bruce Rock Schedule of Fees and Charges.

The Charges are applied as per the above in the following categories:

Per kilometre charge Bruce Rock resident groups

Per kilometre charge non-Bruce Rock resident groups

Cleaning fee (per hour)

Penalty for non-cancellation advice

Penalty for not returning bus by end of booking

	Bond
<b>Head of Power</b>	None



<b>Policy Name:</b>	<b>6.4</b> Hire of Buick
<b>Department:</b>	Community Facilities
<b>Date Adopted:</b>	20 April 2017
<b>Last Reviewed:</b>	19 December 2019

<b>Preamble</b>	Policy regarding the hire of the Buick Motor Vehicle.
<b>Objective</b>	To give Council guidelines in respect to the hire of the Buick motor vehicle for use within the Shire of Bruce Rock.
<b>Policy</b>	<p>The hire of the Buick motor vehicle will be as per the following guidelines;</p> <ol style="list-style-type: none"> <li>1. Vehicle to be driven by Shire Representative</li> <li>2. Vehicle not to be driven outside the Shire of Bruce Rock</li> <li>3. Vehicle not to be driven on unsealed roads without the prior written permission from the CEO</li> </ol> <p>The hire fee as determined in the List of Fees and Charges will cover the fuel and driver for a period of four hours.</p>
<b>HEAD OF POWER</b>	Nil

**Policy Name:****6.5** Lease of Community Crop**Department:**

Community Facilities

**Date Adopted:**

21 September 2023

**Last Reviewed:****PREAMBLE**

Policy providing the guidelines and process to be followed relating to the Lease of the Community Crop.

**OBJECTIVE**

For Council and Officers to have the required guidance and direction to make informed decisions when deciding on the awarding of the Lease of the Community Crop.

**POLICY**

Council leases the cropping rights to the Community Crop located on the land immediately surrounding the Bruce Rock Airstrip. The intention of this is to assist local community and sporting groups to raise funds for their activities and thus provide benefit to the wider community.

The following relates to the Community Crop Lease and the conditions which must be considered when awarding it:

1. The Lease will be offered by Expression of Interest (EOI) six months prior to the expiry date of the previous Lease.
2. EOIs will only be considered from Bruce Rock Sporting Clubs and/or Community Groups.
3. The Lease will be offered for three years' duration.
4. The Expression of Interest should also contain the following:
  - a) A cropping plan for the duration of Lease.
  - b) An indication of what the proceeds from the sale of the Crop will be used for. (N.B. This must be of benefit to the Shire, either through the direct investment in the community group or club, or towards activities of wider benefit to the Bruce Rock community. If it is the former, then the EOI should be specific about what the Club of Community Group intends to use the proceeds for).
5. The Club/Group which holds the existing Lease may submit an EOI to continue/extend, but if there is at least one other eligible EOI, then an extension will not be granted. The aim of the Community Crop Lease is to spread the benefit around the community and engage different Clubs/Groups where possible.
6. Consideration will be given to the prior knowledge and expertise of the applicants, evidenced by the thoroughness of their EOI. This will be explained to all applicants when the EOI process is announced/advertised.
7. Periodic inspection of the Community Crop land may be undertaken by Shire staff to ensure that the requirements of the Lease are being fulfilled. Measures up to and including termination of the Lease could

result if activities are not deemed to be sufficient to meet the Lease conditions.

8. At the cessation of the Lease the land must be clear of all (summer) weeds.
9. All soil tests, crop rotations and chemical records must be provided to the Shire when requested.

**HEAD OF POWER**

Nil

## 7. Community Development

<b>Policy Name:</b>	<b>7.1</b> Procedure for Community Grant Applications
<b>Department:</b>	Community Development
<b>Date Adopted:</b>	20 July 2006
<b>Last Reviewed:</b>	19 December 2019

<b>Preamble</b>	Policy for completing grant applications for community groups.
<b>Objective</b>	To ensure Council staff are not completing entire community grant applications.
<b>Policy</b>	<p>The following guidelines are to be followed for community grant applications;</p> <ul style="list-style-type: none"><li>• Council staff will notify community groups of any grants on offer that they feel could be useful for the community group, in a timely manner</li><li>• Community groups may discuss grant application with staff however community groups will be responsible for collecting information, quotations and other material relevant to the grant application</li><li>• Community groups are to ensure that enough time is allowed to complete the application</li><li>• Community groups may fill in details on application and Council staff will type up application in required format, however adequate time must be allowed for this.</li><li>• Council will forward application on behalf of community group by post, facsimile or email.</li><li>• Council staff will also retain a copy of the application for the community group's reference.</li></ul>
<b>Process</b>	<p>Council staff will forward all information to community groups regarding grants and funding opportunities on offer.</p> <p>Council staff will assist community groups however all investigatory and collection of quotations and other materials must be carried out by community groups.</p> <p>Council staff will type up grant applications however all questions must be answered by community group and must be given to staff with adequate time to complete the application. Applications received the day before the closing date may not be completed on time due to other commitments of staff.</p> <p>Council will retain a copy for their records and also give the community group a copy of the application for their reference.</p> <p>Council will auspice any grant application from a community group who do not have the resources to manage funds.</p>
<b>Head of Power</b>	Nil

<b>Policy Name:</b>	<b>7.2</b> Community Engagement
<b>Department:</b>	Community Development
<b>Date Adopted:</b>	20 September 2012
<b>Last Reviewed:</b>	19 December 2019

<b>Preamble</b>	Policy in respect to the engagement of the community.
<b>Objective</b>	To give Council guidelines in respect of engaging the community. This will help the Shire of Bruce Rock make better decisions which reflect the interests and concerns of potentially affected people and entities.
<b>Definitions</b>	<p><b>Community</b> – those who live, work or recreate in Bruce Rock.</p> <p><b>Community engagement</b> – is any process “that involves the public in problem solving or decision-making and uses public input to make decisions”.</p> <p>Community engagement may refer to a range of interactions of differing levels of engagement between the Shire and the community, including;</p> <ol style="list-style-type: none"> <li>1. Information sharing processes, to keep the community informed and promotes understanding.</li> <li>2. Consultation processes, to obtain feedback.</li> <li>3. Involving community members consistently throughout the process to ensure community concerns and aspirations are understood and considered.</li> <li>4. Collaborating with community members in each aspect of the decision making process.</li> <li>5. Empowering the community.</li> </ol>
<b>Policy</b>	<p>The Shire of Bruce Rock is committed to strengthening the Shire through effective community engagement to share information, gather views and opinions, develop options, build consensus and make decisions.</p> <p>The Shire of Bruce Rock is a proactive organisation which has a willingness to listen to and value what community members have to say about an issue, and through community engagement, seeks to use the ideas, knowledge and skills of members of the community to enhance its decision making.</p> <p>Community engagement assist the Shire of Bruce Rock to provide good governance and strong leadership, delivering better decisions to guide the Shire’s priorities into the future.</p> <p>This policy does not negate the requirement of the Shire to comply with statutory obligations.</p>

### Principles for Community Engagement

The following principles apply to all community engagement undertaken by the Shire of Bruce Rock;

<b>Focus and commitment</b>	<ul style="list-style-type: none"> <li>• The purpose of each community engagement will be clearly scoped to determine how the engagement will add value to the Shire's decision-making process.</li> <li>• Each community engagement will be planned to clarify the level of influence the participants will have over the decision they are being invited to comment on or participate in. The person or body who is responsible for the final decision will be notified.</li> <li>• The Shire is genuinely open to engaging with the community and committed to using a range of appropriate engagement methods.</li> </ul>
<b>Transparency and openness</b>	<ul style="list-style-type: none"> <li>• All community engagement processes will be open and transparent.</li> <li>• Comment will be documented and analysed.</li> <li>• The Shire will seek to understand the concerns and interests of all stakeholders and provide opportunities for participants to appreciate each other's perspectives.</li> </ul>
<b>Responsiveness and feedback</b>	<ul style="list-style-type: none"> <li>• The Shire will advise participants of progress on issues of concern and provide feedback in a timely manner on the decision made and the rationale for the decision will be communicated where necessary.</li> <li>• The best interest of the community will prevail over the individual or vested interests.</li> </ul>
<b>Inclusiveness, accessibility and diversity</b>	<ul style="list-style-type: none"> <li>• Persons or organisations affected by or who have an interest in a decision will have an opportunity to participate in the community engagement process.</li> <li>• Community engagement process will be open to all those who wish to participate.</li> </ul>
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• The Shire will seek community engagement to enhance its decision-making, however, where the Shire is responsible and accountable for a given matter, it will accept its responsibility to make the final decision and provide leadership.</li> </ul>
<b>Information</b>	<ul style="list-style-type: none"> <li>• Appropriate, accessible information will be available to</li> </ul>

	ensure participants are sufficiently well informed and supported to participate in the process.
<b>Timing</b>	<ul style="list-style-type: none"> <li>• Community engagement will be undertaken early enough in the process to ensure that participants have enough time to consider the matter at hand and provide meaningful feedback.</li> <li>• All engagement processes will have timeframes that will be made clear to participants and adhered to by the Shire.</li> </ul>
<b>Resources</b>	<ul style="list-style-type: none"> <li>• The Shire will allocate sufficient financial, human and technical resources to support community engagement.</li> </ul>
<b>Evaluation</b>	<ul style="list-style-type: none"> <li>• The Shire will monitor and evaluate processes to ensure the engagement being undertaken is meeting planned outcomes.</li> </ul>

**Head of Power** Nil

## 8. Fire and Emergency Services

<b>Policy Name:</b>	<b>8.1</b> Bushfire Brigades and Governance Structure
<b>Department:</b>	Fire and Emergency Services
<b>Date Adopted:</b>	19 July 2018
<b>Last Reviewed:</b>	19 October 2023

**Preamble** Policy relating to Bushfire Control Officers

**Objective** To specify which Council Staff, Councillors and Community Representatives are able to carry out specific actions in relation to the Bush Fires Act 1954.

**Policy** **Annual Meeting of Bush Fire Brigades**

- a) The Bush Fire Advisory Committee ("BFAC") is to meet in September and March each year.
- b) Individual Brigades are encouraged to hold their AGM's prior to the September meeting.
- c) The Shire Bush Fire Advisory Committee shall undertake the following tasks at their two (2) Annual Advisory Meetings in March and September of each year as follows;
  - (i) Fire Control Officer appointments & recommendation - September
  - (ii) Firebreak Order Review and recommendation - March
  - (iii) Capital Equipment/Vehicle Replacement Budget (ESL) Planning and recommendation - March
  - (iv) Burning Permits Policy and Prohibited and Restricted Burning periods review and recommendation – March and September
  - (v) Harvest Ban Policy – March and September
  - (vi) Bushfire Brigades and Governance Structure Policy Review and recommend to the Council for consideration – March or September
  - (vii) Other Business – not included above and of a substantive nature – March or September

It should be noted that all business considered at a Bushfire Advisory Meeting is presented to the Council with recommendations for Council consideration and/or adoption.

### **Appointment**

In accordance with provisions of the Bush Fire Act 1954 (as amended) Council shall appoint required Fire Control Officers, including the positions of Chief Bush Fire Control Officer and Deputy Chief Bush Fire Control Officer. The adopted procedure for these appointments will be as follows;

- a) The Shire appointed Bush Fire Advisory Committee shall at their September Annual Advisory Meeting consider and recommend to Council the appointment of required Fire Control Officers including the Chief Bushfire Control Officer and the Deputy Chief Bushfire Control Officer.



### **Bushfire Control Officers**

a) The appointment of the Chief Bush Fire Control Officer and Deputy Chief Bushfire Control Officer should be for a two year period to align with Local Government Elections held every second October. Eg 2023, 2025

To be eligible to be a Chief Bushfire Control Officer or Deputy Chief Bushfire Control Officer, the officer must;

- (i) Must be a member of a Shire of Bruce Rock Brigade
- (ii) Must be a member of the Bush Fire Advisory Committee
- (iii) Experienced in firefighting operations within the Shire of Bruce Rock
- (iv) Minimum of 8 years firefighting experience
- (v) Completed Introduction to Fire Fighting, and Bush Fire fighting training
- (vi) Knowledge of the Bush Fires Act 1954 & Bush Fires Regulations 1954
- (vii) If not already completed, must complete the Fire Control Officers Course within 12 months of appointment

b) Fire Control Officers for the Shire of Bruce Rock should be a minimum of;

- Chief Bush Control Fire Officer
- Deputy Chief Bush Fire Control Officer
- Captains of the brigades or their representatives
- The Chief Executive Officer and Manager of Governance & Community Services (for weather reading & management of burning permits)
- any other person officially designated by the Bush Fire Advisory Committee

### **Officers Responsible for Weather Readings**

a) Officers responsible for undertaking weather readings are the

- (CEO) Chief Executive Officer
- (MGCS) Manager of Governance & Community Services
- (MOWS) Manager of Works & Services

b) If the CEO, MGCS or MOWS are unable to perform the reading on any given day they may delegate this duty to a Bushfire Control Officer or other Shire administration staff **only after consultation with the Chief Bushfire Control Officer.**

c) Weather readings must be carried out in accordance with **Policy 8.2 Harvest Bans.**

### **Officers Responsible for Issuing Burning Permits**

All burning permits are to be processed and issued in line with Council Policy 8.3 Fire Permit Procedures.

a) Officers responsible for the issuing of Burning Permits in accordance with Policy 8.3 are;

- Chief Bush Fire Control Officer
- Deputy Chief Bush Fire Control Officer

b) Officers responsible for the administration of Burning Permits in accordance with Policy 8.3 are;

- Chief Executive Officer
- Manager of Governance & Community Services

#### **Training**

a) The CBFCO, DCBFCO and all other Fire Control Officers must as a minimum complete the DFES FCO's course within the first 12 months of being appointed and complete a refresher every 10 years.

b) The CBFCO, DCBFCO and all other Fire Control Officers and volunteers must also complete the LGIS Volunteer BFB Induction training within three months of being appointed.

c) The individual brigades are to encourage members to receive training in accordance with DFES' recommended training pathways. Local Brigade Captains are responsible for ensuring their members are trained to a reasonable level.

If requested, the MGCS can provide assistance in organising local training with the DFES Area Manager.

#### **Entering the Fire Ground**

a) Anyone attending the scene of a bush fire incident within the Shire of Bruce Rock must register with the Chief Bush Fire Control Officer on scene. Failure to register at the fire ground may mean the volunteer is not covered by Bush fire insurance. All Bush fire Control Officers and Brigade Captains are asked to check if volunteers at a fire ground have registered their attendance.

b) Shire staff are not to operate any Shire plant on the fire ground unless;

- (i) Appropriate Fire Ground Plant Operations training is completed
- (ii) A request has been received from the CBFCO or DCBFCO and;
- (iii) This has been approved by the CEO, MOWS or MGCS

#### **Head of Power**

Bush Fires Act 1954 (as amended)

<b>Policy Name:</b>	<b>8.2</b> Harvest Bans
<b>Department:</b>	Fire and Emergency Services
<b>Date Adopted:</b>	19 July 2018
<b>Last Reviewed:</b>	16 May 2024

**Preamble** Policy relating to the declaration of Harvest and Vehicle Movement Bans (Harvest Bans).

**Objective** To establish the criteria and process to declare Harvest Bans.

**Policy** Harvest Bans shall be placed within the Shire of Bruce Rock (Shire) when the Fire Behaviour Index (FBI) is 40 or above.

The making of decisions on whether to impose a Harvest Ban is the responsibility of the district's Chief Bush Fire Control Officer or, in their absence, the Deputy Chief Bush Fire Control Officer. This responsibility includes the making of decisions on the duration of Harvest Bans.

A decision on whether to declare a Harvest Ban is to be informed by weather readings taken by the Shire's Fire Weather Officers or their representatives at the Bruce Rock Airstrip, close to the windsock.

When a fire (whether related to harvest or not) breaks out within, or extremely close to, the Shire, an immediate Harvest Ban will be placed within the Shire following consultation with the Chief Bush Fire Control Officer or, in their absence, their Deputy. If the Chief Bush Fire Control Officer or Deputy cannot be contacted, the ban will be placed at the discretion of the Shire's Chief Executive Officer or Manager of Governance and Community Services.

**Weather Readings** The Fire Weather Officer shall use a Kestrel Weather Meter to measure air temperature, wind direction and speed, and relative humidity.

When using the Kestrel Weather Meter, the following procedures are to be followed:

- a. **Air temperature** – The meter must be exposed to the sun and held in the hand for a minimum of one minute.
- b. **Wind direction and speed** – The meter must face the wind direction for at least one minute.
- c. **Relative humidity** – The meter must be exposed to the weather for at least one minute.

**FBI Calculation** Once weather readings have been taken, the Fire Weather Officer shall enter the air temperature, wind direction and speed, and relative humidity measurements in the Aurora Fire Behaviour Calculator (an offline-accessible mobile phone app). The app will calculate the FBI using these measurements.

**Harvest Ban Declaration**

When an FBI reading of 40 or above is reached, the Fire Weather Officer is to contact the Chief Bushfire Control Officer or, in their absence, their Deputy to advise of the reading and to seek endorsement of the placing of a Harvest Ban.

**Notification**

The Harvest Ban notification will be texted to all parties registered on the Shire's SMS notification system, and published on the Shire's Facebook page.

ABC Radio shall also be notified.

**Effect of Harvest Ban**

Once a Harvest Ban is in place, vehicles will only be allowed in paddocks for the purpose of tending and watering of livestock. The movement of vehicles for this purpose is only allowed if:

- two able bodied persons are undertaking this task; and
- a tanker of 400 litres of water is present.

**Head of Power**

Bush Fires Act 1954  
Bush Fires Regulations 1954

**Policy Name:****8.3** Fire Permit Procedures**Department:**

Fire and Emergency Services

**Date Adopted:**

19 July 2018

**Last Reviewed:**

15 September 2022

**Preamble**

Policy relating to Fire Permit Procedures and Burning Periods.

**Objective**

circumstances.

To dictate when Fire Permits are to be issued and under what

**Policy****Burning Periods**

Restricted Burning Period:	30 <sup>th</sup> September	to	31 <sup>st</sup> October
Prohibited Burning Period:	1 <sup>st</sup> November	to	14 <sup>th</sup> February
Restricted Burning Period:	15 <sup>th</sup> February	to	31 <sup>st</sup> March

**Variations**

The commencement or completion of any of the periods is to be reviewed by the Bush Fire Advisory Committee at a meeting no less than 10 days prior to the period date. The Chief Bush Fire Control Officer is to authorize any determined variation to be gazetted and advertised widely throughout the Shire.

**Issuing of Burning Permits**

1. Burning Permits are to be completed, by applicant, via the online "Burning Permit Application" located on Council's website.
2. Once the online "Burning Permit" has been submitted it is to be reviewed for compliance by authorized officer, then provided to the Chief Bush Fire Control Officer (CBFCO) or Deputy CBFCO for approval or rejection.
3. Within 2 business days of receiving the application, approval or rejection is to be emailed to the applicant or collected in person.
4. A burning Permit can be issued for a maximum of 4 days only.
5. The Shire of Bruce Rock reserves the right to cancel any open permits at its discretion. Permit holders will be contacted if this occurs.

**Conditions and Obligations of the Burning Permit Holder are outlined in the Burning Permit, a copy of the Shire of Bruce Rock's Burning Permit is attached, including the following:**

- a) Subject to suitable weather conditions. Please check with Bureau of Meteorology in Perth for the "Australian Fire Danger Rating System (AFDRS)" Fire Danger Rating via <http://www.bom.gov.au/wa/forecasts/fire-danger.shtml> and go to Forecasts, Bushfire Danger & Forecast for South West Land Division for "**Lockwood**" as there is NO PERMITTED BURNING on a "high", "extreme" or "catastrophic" rated days.
- b) Notify the Chief Bush Fire Control Officer or the Shire of Bruce Rock prior to the lighting of fire.
- c) Notify all adjoining landowners or occupiers in accordance with the Bush Fires Act (r.15B (4)).

- d) Before setting fire the permit holder shall arrange for and provide, in order to assist in keeping the fire under control and preventing it from spreading beyond the land on which the burning is to take place, **at least 3 able-bodied** persons who shall be constantly in attendance at the fire from the time it is lit until no burning or smouldering fuel is within 30 metres of the perimeter of the firebreak surrounding the burnt area or, if there is no such firebreak, within 30 metres of the perimeter of the burnt area (r.15B (6)).
- e) Must be equipped with adequate water supplies for duration of fire
- f) Must have a UHF radio that is operational
- g) Must read and abide by ALL accompanying conditions of the permit

**Head of Power**      Bush Fires Act 1954

<b>Policy Name:</b>	<b>8.4</b> Burning on Sundays and Public Holidays
<b>Department:</b>	Fire and Emergency Services
<b>Date Adopted:</b>	19 July 2018
<b>Last Reviewed:</b>	8 June 2021

**Preamble** Policy relating to Burning on Public Holidays and Sundays during a restricted burning period.

**Objective** To ensure burning is carried out when the district has the resources available to be in a state of readiness.

**Policy** There will be no burning within the Shire of Bruce Rock on a Sunday or gazetted Public Holiday during the restricted burning period, and at other times depending on the fire risk, to be determined by the Chief Bushfire Control Officer and Deputy Chief Bushfire Control Officer.

The Chief Bush Fire Control Officer and Deputy Chief Bush Fire Control Officer, may also, at their discretion place a ban on burning on other days if they deem sufficient emergency fire services may not be available within the Shire for any reason.

Examples of the above include:

- Easter Saturday - while not Public Holiday it is common for volunteer services to be away over Easter;
- Anzac Day
- Other times when volunteers have been called to assist at a fire ground in another Shire or district, leaving limited local services remaining.

**Head of Power** Bush Fires Act 1954

<b>Policy Name:</b>	<b>8.5</b> Firebreaks
<b>Department:</b>	Fire and Emergency Services
<b>Date Adopted:</b>	19 July 2018
<b>Last Reviewed:</b>	13 March 2023

<b>Preamble</b>	Policy relating to Firebreaks.
<b>Objective</b>	To ensure protection intended by the firebreak provisions is provided and to protect the Shire of Bruce Rock against a liability claim.
<b>Policy</b>	<p>Pursuant to the powers contained in Section 33 of the Bushfires Act 1954, landowners are hereby required on or before 25<sup>th</sup> October and thereafter up to and including 31<sup>st</sup> March to have firebreaks clear of all inflammable material in accordance with the following:</p> <ul style="list-style-type: none"> <li>a) Rural lands, being all land outside townsites, firebreaks are required to be – <ul style="list-style-type: none"> <li>i. Not less than 2.5 metres wide for each 400Ha area inside, and within 10 metres of the external boundaries.</li> <li>ii. Not less than 2.5 metres wide and within three metres of the perimeter of all boundaries and / or haystacks, or groups of buildings</li> </ul> </li> <li>b) Townsite land – <p><i>Meaning all land within the gazetted townsites of Bruce Rock, Shackleton, Ardath and Babakin.</i></p> <ul style="list-style-type: none"> <li>i. Where the area of land is 2,000 square metres or less. All inflammable materials from the whole of the land are to be slashed, ploughed, scarified, cultivated or chemically treated so as to negate any potential fire hazard. This is to be done by reducing any vegetation fire hazard to a maximum height of 10cm. All slashed material is to be removed.</li> <li>ii. Where the area of the land is more than 2,000 square metres, a firebreak of not less than 2.5 metres in width, immediately surrounding any building or not less than 2.5 metres wide inside, along and within two metres of the external boundaries of the land is required. Firebreaks must be constructed and contained within the property: footpaths and roads or road verges will not be accepted as firebreaks.</li> </ul> </li> <li>c) Fuel pumps and depots – remove all inflammable material from all land where fuel drum ramps or dumps are located and where fuel drums, whether containing fuel or not, are stored to a distance of at least five metres outside the perimeter of any drum, ramp or stack of drums.</li> <li>d) The Acts referred to a) to c) herein must be performed to the satisfaction of the duly authorised officer of the Shire of Bruce Rock.</li> <li>e) If it is considered impracticable for any reason to clear firebreaks or to remove flammable material from the land as required by this Notice, you may apply to this Council or its duly authorised officer not later than 14 August in any year for permission to provide firebreaks in alternative positions or to take alternative action to abate fire hazards on the land.</li> <li>f) The penalty for failing to comply with this Notice is a fine of \$5,000 or a prescribed penalty of \$250 on service of an infringement notice and a person in default is also liable whether prosecuted or not to pay the cost of performing the work.</li> </ul>



**Head of Power**    Bush Fires Act 1954

## 9. Works and Services

<b>Policy Name:</b>	<b>9.1</b> Vehicle and Fuel Usage Policy
<b>Department:</b>	Works and Services
<b>Date Adopted:</b>	15 December 2016
<b>Last Reviewed:</b>	18 May 2023

**Preamble** Policy in relation to approved usage of Shire vehicles and fuel facilities.

**Objective** To stipulate conditions for the usage of Shire Vehicles and fuel facilities.

**Policy** **Use of Vehicles**

All employees who drive Shire vehicles must have a valid license for the class of vehicle they are operating, and must be under the legal limit for alcohol or drugs.

This includes ensuring their license is current, the address on the license is correct and they abide by any conditions on their license (e.g. P plates/ wearing glasses).

In addition, employees must also ensure the following when in possession of a Shire vehicle:

- They make all reasonable endeavours not to overload a vehicle
- They do not drive the vehicle if it appears unsafe/unroadworthy
- They do not drive the vehicle if they are medically unfit to do so
- Smoking is not allowed in any Shire vehicle by any person at any time

If a vehicle is involved in an accident/incident or near miss while in the employee's possession, it is the employee's duty to notify their immediate Supervisor as soon as practicable.

If an employee notices that a vehicle requires maintenance, it is their responsibility to notify their Supervisor and/or Workshop Mechanic as soon as possible.

**Private Use of Vehicles**

The Shire provides some employees with the private use of a vehicle outside of work hours as part of their employment conditions. Staff who are provided with private use of their vehicles will have been given authorisation in a letter from the CEO or MGCS.

A Shire employee who has been granted private use of the vehicle must be present in the vehicle at all times it is being driven unless:

- another qualified Shire employee is using the vehicle during work hours;
- express written permission has been provided for another person to drive it by the CEO or MGCS; or verbally if it is considered an emergency.

**Use of Vehicles while on Leave**

For those staff members, (excluding the CEO), who have been granted Private Use of vehicles as part of their employment conditions, when on leave this right only extends to periods of Annual or Personal (Sick) leave. It does not extend to **any** other types of leave, including Long Service Leave, Parental (e.g. Maternity/Paternity) Leave, or Unpaid Leave (e.g. Leave Without Pay).

(The CEO may, upon application, be granted use of the allocated vehicle while on Long Service Leave, following approval by Council).

### **Fuel**

The Shire of Bruce Rock provides a fuel facility for the employees during the course of their work. The Shire provides fuel for the usage of these vehicles for work purposes. Some employees provided with a vehicle may use the vehicle outside of work hours. This permission must be given in writing in the employee's engagement letter or contract. Fuel may be provided for private use or limited private use, permission must be made in writing or be included in the employee's engagement letter or contract.

There are three ways the Shire provides fuel:

1. Diesel fuel facility at the Shire Depot on Noonajin Street
2. Great Southern fuel card for use only at the Great Southern fuel facility in Bruce Rock (unleaded vehicles).
3. Great Southern fuel card for use of employees travelling to and from Perth on Shire business.

### **Diesel Facility**

The diesel facility is located at the Shire Depot on Noonajin Street, Bruce Rock. Each vehicle is allocated a fuel card. When the vehicle is filled the vehicle's, card must be swiped and the employee number of the person filling the vehicle entered. This allows the diesel to be tracked by both vehicle and employee.

Employees who have been allocated Shire vehicles may fill their vehicles at the depot fuel facility at any time. If they are using their vehicles for private purposes and need to purchase fuel while outside of the Shire they are responsible for paying for their own fuel.

### **Great Southern Fuel Card (allocated)**

Currently there are four Great Southern Fuel Cards that the Shire utilises. These are currently allocated to:

- Card One - Town Doctor
- Card Two - Community Bus
- Card Three - Depot (for filling Gerry Cans etc.)
- Card Four - MGCS

Note: Card Two is for Diesel only, and Cards One and Four are for Unleaded Petrol.

These cards are specific to purpose and will not be used for other vehicles.

They are only to be used at the Great Southern Fuel Facility in Bruce Rock. Receipts for fuel usage must be provided to the Finance Officer on a weekly basis.

**Great Southern Fuel Card (general use)**

It is recognised that on occasion, employees will have to travel outside of the Shire for work purposes (for example travelling to Perth or Northam to pick up a vehicle). For these purposes the Shire will allow the employee the use of the Shire Fuel Card.

In these instances, the card must be signed out of the safe by the user and an authorised manager. The date, vehicle and purpose of the trip must be recorded. When the card is returned it must be signed back in by the employee and another staff member and the receipt provided to the Finance Officer.

**Head of Power**

Nil

<b>Policy Name:</b>	<b>9.2</b> Employees' Private Use of Plant and Equipment
<b>Department:</b>	Works and Services
<b>Date Adopted:</b>	2 August 2013
<b>Last Reviewed:</b>	19 December 2019

**Preamble** This policy in relation to guidelines for the private use of Council plant and equipment by employees. This does not include private use of vehicles granted under employment contracts, which is covered under the Vehicle and Fuel Usage Policy.

**Objective** To provide guidelines for the use of Council's plant and equipment by employees for personal works. The policy will ensure that the best interests of the Shire are upheld and reduce the risk of exposure to liability involving employees and the use of Council's plant and equipment.

**Policy**

- a) That large plant (eg) 8T truck, backhoe, skid steer, loaders and the like only be provided for use by a Council employee, with approval from the Manager of Works and Services or delegated Manager and the use is restricted to their Council rental property or privately owned principal place of residence within the Shire of Bruce Rock.
- b) That small plant (eg) whipper snippers, lawnmowers, chainsaws, hand tools and the like be allowed for use by Council employees to carry out maintenance on their Council rental property or privately owned principal place of residence within the Shire of Bruce Rock, this must be upon approval from the Manager of Works and Services or delegated Manager.
- c) Employees are not able to use any Council owned plant or equipment to make a commercial profit or financial gain.
- d) Employees may use Council owned plant and equipment, with approval from the Manager of Works and Services or Chief Executive Officer to assist with local sporting and community groups busy bees so long as it is carried out on a voluntary basis.
- e) Employees operating Council plant and equipment for private use must be adequately experienced, trained, licensed or qualified to operate the item that they are utilising.
- f) When using Council plant and equipment there is a zero tolerance towards the consumption of alcohol or other substances while under operation. Strictly no smoking permitted in plant.
- g) Plant and equipment may only be borrowed outside of normal operating hours and must be returned prior to the commencement of the next business working day.

- h) All plant and equipment must be returned in a clean and tidy manner and any damage reported immediately to the Manager of Works and Services.

**Head of Power**      N/A

<b>Policy Name:</b>	<b>9.3</b> Dust Suppression Treatment of Unsealed Roads
<b>Department:</b>	Works and Services
<b>Date Adopted:</b>	2 August 2013
<b>Last Reviewed:</b>	19 December 2019

**Preamble** The process to handle requests for suppressing dust on unsealed roads adjacent to dwellings.

**Objective** To allow Council's consideration of un-scheduled road sealing to solve dust and public health problems due to unsealed roads.

**Process** To be eligible for consideration, a dwelling is required to be within 50 metres of an unsealed road, and the land owner to contribute 50% of the costs towards the solution.

Council needs to approval the application as part of the Annual Budget Process and will only approve one request per financial year.

**Policy** The following guidelines are to be followed for handling requests for dust suppression on unsealed roads;

1. Depending on the availability of finance in any one year and Council's road upgrade priorities, if approved by Council, the Council will contribute 50% of the cost of construction, an appropriate length of seal, between 300 metres to 500 metres, if that land owner contributes the other 50% of the cost of the works to be carried out.

A similar 50/50 cost splitting can also apply to drainage and road works including a second coat seal, which is not related to a land owner's residence, and where Council's asset will be improved by such sealing.

If the land owner is not prepared to contribute 50% of the cost, then the requested works will only be considered along with other priorities in the Council's Annual Works Programme.

2. Requests for sealing roads on a shared basis are to be referred to Council, if approved will be placed on record and funded in order of merit, if this is economically efficient or when finances are available.
3. The total payment of the Council's calculated contribution towards the upgrade must be received from the land owner before any works are carried out.

4. Council at its discretion may allow the land owner to pay the full amount up front and agree to refund 50% of the cost in the next year's budget, should the owner wish to carry out the works to the Council's specifications.
5. The rate payer must submit a written application to the council by, November each year requesting consideration, for inclusion to be placed on the Council's annual Works Program.
6. Council will only approve one request per financial year.
7. If more than one application is received in a financial year, applications will be assessed in order of merit, as determined by Council.

**Head of Power**            Nil



<b>Policy Name:</b>	<b>9.4</b> Crossovers
<b>Department:</b>	Works & Services
<b>Date Adopted:</b>	18 <sup>th</sup> June 2020
<b>Last Reviewed:</b>	

**Preamble** To provide specifications for a crossover for an urban or rural property and the subsidy applicable for construction.

**Objective** To provide design criteria that is uniform and practical;  
To provide safe access for vehicle and pedestrian traffic with minimal impact to road infrastructure assets and streetscape aesthetics;  
To ensure best practice for storm water management;  
To outline compliance requirements for subsidy eligibility.

**Scope** This policy applies to the construction of all new crossovers, and modifications to an existing crossover for the purpose of accessing a property within the Shire of Bruce Rock.

**Policy** The Shire will provide a subsidy towards the cost of construction of a standard crossover giving access from a public thoroughfare to the land, or a private thoroughfare serving the land, subject to –

- prior approval of proposal and estimated cost of construction of a crossover,
- written agreement of the landowner/occupier prior to commencement of works,
- by payment of the actual contribution cost to the landowner / occupier on completion, or cost recovery by the local government from the landowner / occupier.
- any variation to a standard crossover is to be at full cost to the land owner.

The design and construction requirements outlined in this Policy have been developed in reference to the “WALGA Guidelines and Specifications for Residential Crossovers”, with minor variations made to suit local conditions.

#### **Crossover Subsidy**

The property owner shall be eligible for a 50% subsidy (*to a maximum value of \$1,500 for a new crossover without culvert or to a maximum of \$2,000 for a new crossover with new culvert & headwall*) for the construction cost of a **Standard Crossover (\*)** provided the following compliance criteria has been met:

- The crossover has been constructed in accordance with Shire of Bruce Rock requirements and has received approval prior to construction.
- Where vehicle crossover prevents stormwater flow within the table drains, a culvert including headwalls must be provided.

This payment is subject to the construction of the crossover being completed within six (6) months of the approved application, also following inspection and confirmation of compliance.

*(\*) Shire defines a standard crossover as that detailed on Standard Drawings (to be obtained)*

Crossover subsidy will not be available for gravel crossovers without a culvert.

#### **Number of Crossovers**

One crossover per single title property is permitted with the following exceptions subject to Manager of Works and Services approval;

- Properties located on street corners;
- Rural properties, such as farms,
- Group dwellings and non -residential areas where additional crossovers have been approved as part of a planning application.
- Properties which require a second access for off street parking on private property.

In these cases assessment of a second crossover request will give consideration to the following:

- A second crossover does not obstruct sight distance of the primary crossover.
- A second crossover does not have obstructed sight distance by verge vegetation, structures or road geometry.
- Footpath pedestrian users are not at any additional safety risk;
- The property is not group rated where single titles apply.

In the case where a second crossover is approved, no crossover subsidy will be provided.

Vehicle crossovers that are no longer required, or no longer connect with an internal driveway or parking area may be required to be removed at the discretion of the Manager of Works and Services and at the cost of the property owner.

#### **Footpaths**

All crossovers proposed to be built on a verge which is identified to have a footpath constructed by Council must be constructed in a material that is approved by Shire of Bruce Rock.

When the Shire constructs new footpaths that intersect existing crossovers the footpath will not be constructed through the crossover unless:

- The crossover is not built to the Shire's specification;
- The crossover will inhibit the footpath being constructed to relevant standards and guidelines;
- In the opinion of the Shire the Crossover is unsafe or does not provide a fit for purpose use.

### **Street Trees**

Crossovers should not be constructed closer than 1.5 metres from the base of the tree when fully mature.

Any damage caused to crossovers by street trees shall be rectified by the Shire of Bruce Rock at their own cost unless:

- The crossover has been built closer than 1.5 metres to the tree;
- The tree has been planted without permission from the Shire of Bruce Rock;
- The damage caused by the tree is not considered by the Shire of Bruce Rock to be a safety hazard, or affect the structural integrity of the crossover (where applicable).

In these cases the cost to rectify will be borne by the property owner.

### **Crossover Maintenance**

The property owner is responsible for the maintenance of crossovers. Any footpath that intersects the crossover will be maintained by the Shire of Bruce Rock.

### **Conflict with Asset Infrastructure**

Any relocation or amendment cost to Shire owned assets and underground services resulting from the construction of the proposed crossover will be borne by the property owner.

## **SPECIFICATIONS**

### **Rural Access**

Acceptable Material:

- Compacted Gravel – minimum 150mm  
Gravel material is expected to achieve a compaction to 98% of maximum dry density, making a total minimum consolidated thickness of not less than 150mm. Gravel must be free from stones retained on a 25mm sieve, clay lumps, building rubbish and other vegetative matter.
- Two coat bituminous seal – 14/7mm or 10/5mm

Width:	3.0 metres (minimum 11.0 metres (maximum)
Drainage:	A culvert including headwalls must be provided if the vehicle crossover prevents stormwater flow within table drains. Reinforced concrete drainage pipes shall be minimum Class “2” unless otherwise required by Council with a minimum diameter of 375mm or HDPE pipes. Minimum cover over the pipes must be 300mm.
Taper:	2m at 45 degrees both sides from road edge (optional)

### **Urban Access**

Acceptable Material:

- Concrete – 100mm (Residential) 25Mpa Min Concrete Strength, Steel reinforcing may be used to reduce cracking or increase strength for crossovers that will have heavy vehicles on them.
- Concrete - 150mm reinforced (Industrial & Commercial) 25Mpa Min Concrete Strength.

- Brick Paved - Trafficable 50mm (Residential)
- Asphalt – 30mm
- Two coat bituminous seal – 14/7mm or 10/5mm

Width:	3.0 metres (minimum) 6.0 metres (maximum)
Drainage:	375 diameter minimum Concrete reinforced pipe with (if applicable) precast concrete headwall.
Kerbing:	Mountable kerb type (if possible)
Taper:	2m at 45 degrees both sides from road edge (optional)

#### **General Conditions**

- All variations to be approved by Manager of Works and Services and paid in full by owner/applicant.
- Maximum dimensions of access apply.
- Crossovers are to be constructed perpendicular to the property boundary with a minimum clearance of 0.75 metres from a side boundary.
- Any alteration to the verge, path or crossover that encroaches onto the land of a neighbouring property will be carried out at the proponents' cost. The applicant must notify the neighbour of the proposed works prior to applying to Council for approval. Council must be provided with a copy of the written agreement from the neighbour with the application for the crossover;
- Approved multiple access to be separated by a minimum of 10 metres at the roadside.
- On corner locations, no crossover, or any portion of the crossover including splays is to be constructed closer than 6.0m from the line of the intersection of the road reserve boundary alignments.
- Crossovers shall be located at a minimum distance to obstructions as follows:
  - Side-entry pits: 1.0m
  - Street trees: 1.5m
  - Utility boxes: 1.0m
  - Streetlights: 1.0m (as required by Western Power's Guidelines for Placement of Power Poles within Road Reserves in Built-Up Areas, 2006)
- If crossovers must be constructed within this distance, the obstruction shall be relocated wherever possible. Where an existing tree is within 1.5 metres of a proposed crossover, advice shall be obtained from Parks and Gardens Administration on the future size of the tree and the advisability of it being retained. The written approval of the Shire is required for all street tree removals.
- Sufficient storage length must be provided (crossover length) for a vehicle to stand clear of the carriageway. Where the entrance has a gate, the set back from the edge of the carriageway to the gate shall be a minimum of 6m to allow for this.
- Path construction guidelines dictate a maximum crossfall of 2.5% to cater for people who have a disability (Austroads Guide to Road Design 6A, Clause 7.6). To allow the path to shed water and to avoid ponding, a crossfall of 2.0-2.5% is recommended.
- To provide smooth transition from the road edge to the crossover and particularly to the pedestrian path in the most highly constrained situation, the

kerb profile must provide 160mm vertical rise from the invert of the kerb, over a 500mm distance. Alternatively, a standard mountable kerb profile shall be used.

- Cross fall of the crossover to be such that any storm water falling onto surface will drain offside into crossover margin which is to be directed to road table drains. No storm water is to flow from crossover directly onto the road surface.
- Narrow lots shall be constructed with paired crossovers to minimise conflict and retain verge space for street trees, lighting, overhead power and on-street parking.
- Where the combined width of residential crossover exceeds 6.0 metres, the two (2) crossovers shall be separated by a minimum 2.0 metres in width, unless specifically approved by the Manager of Works and Services.
- Applicant is responsible for the cost of any traffic management that may be required to ensure the safety of road users, contractors, and pedestrians during the construction of the crossover. Only qualified traffic management personnel shall be used, and all traffic management shall be in accordance with Main Roads Western Australia's code of Practice "Traffic Management for Roadworks" and Australian Standard AS 1742.3 – 2002.

#### **Specifications & Guidelines**

For further information, contact the Manager of Works and Service for design and construction standards for crossovers, as well as information on how to apply for the crossover subsidy.

#### **Application Form**

Following Policy

#### **Head of Power**

*Local Government Act 1995, Schedule 9.1(7) and Local Government (Uniform Local Provision) Regulation 1996, sections 12, 13, 14, 15 and 16.*



## Application for Subsidy for Construction of a Crossover

### Owner's Name/s

Surname: \_\_\_\_\_ Given Names: \_\_\_\_\_

Surname: \_\_\_\_\_ Given Names: \_\_\_\_\_

Company/Business Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Eligibility

- Crossovers must be constructed in accordance with the Shire's Policy 9.4 Crossovers which sets out the requirements for crossovers and detail drawings for urban and rural residential crossovers.
- The Shire crossover subsidy is payable only to the property owner and the subsidy must be applied for within 6 months of completion of the approved application and inspection and confirmation of compliance.
- Crossover subsidy payments are only payable if a crossover is constructed as per the Shire's Policy 9.4 Crossovers and to the dimensions specified for Urban and Rural Crossovers, minimum of 3m wide.
- There is no subsidy applicable to additional crossovers on the one rateable property.

A copy of the Shire's Standards Requirements for Crossovers can be obtained by request, please email [admin@brucerock.wa.gov.au](mailto:admin@brucerock.wa.gov.au) for the attention of Manager of Works and Services. Alternatively, a copy can be downloaded from our website [www.bruce-rock.wa.gov.au](http://www.bruce-rock.wa.gov.au) or a hard copy can be collected from the Administration Office located at 54 Johnson Street, Bruce Rock WA 6418.

Please complete the details on both sides of this form, sign and return to the Shire Office, PO Box 113, Bruce Rock WA 6418 or email [admin@brucerock.wa.gov.au](mailto:admin@brucerock.wa.gov.au).

**Assessment Number:** A

I/We hereby make application for a Council subsidy towards the crossover constructed to the Shire Specifications at the following address;

**Property Address:**

House/ Lot Number: \_\_\_\_\_ Street/Road Name: \_\_\_\_\_

Town: \_\_\_\_\_

**Materials Used (Please Circle)**

- pray bitumen
- Insitu concrete
- Bituminous concrete (Hotmix/Asphalt)
- Paving Bricks/Blocks
- Gravel (rural) *The Shire is unable to provide bituminous concrete or paving bricks by private works.*

**Your subsidy will be paid by EFT – please complete bank account details below:**

BSB	Account Number	Account Name

**Crossover Constructed by Shire as Private Works**

If the crossover has been constructed as a private works job by the Shire, the crossover subsidy may be deducted from the associated invoice. Please indicate that you like the subsidy deducted from the invoice.

Yes ☐ No ☐

\_\_\_\_\_  
Signature of Owner

Date:

<b>Office Use Only:</b>	
Inspected By:	
Signature:	Date Approved:
Subsidy Payable: \$ _____	
<i>Policy 9.4 Crossover Subsidy - 50% subsidy (to a maximum value of \$1,500 for a new crossover without culvert or to a maximum of \$2,000 for a new crossover with new culvert &amp; headwall)</i>	
Approved for Payment:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Application Verified and Approved for Payment by: _____ Signature: _____ Attach copy with creditor's payment. General Ledger: 121219.2700 NO GST	

<b>Policy Name:</b>	<b>9.5</b> Light Vehicle Fleet Replacement
<b>Department:</b>	Works and Services
<b>Date Adopted:</b>	15 <sup>th</sup> October 2020
<b>Last Reviewed:</b>	18 May 2023

**Preamble** Policy in respect to the changeover/replacement of Council’s light vehicle fleet.

**Objective** The overall objective of this Policy is to ensure that Council maintains a suitable light vehicle fleet that contributes positively and effectively to the performance of the Shire of Bruce Rock.

The Policy gives staff and Council guidance when planning, reviewing and undertaking the replacement/changeover and purchase of Council’s light vehicle fleet, and to assist in maintaining Council plant replacement program and annual budget.

**Policy** The following guidelines are to be followed when making a determination on the changeover of a light fleet vehicle.

#### **Overarching Guidance**

Light vehicle fleet cycle costs vary regularly due to a variety of factors including fuel costs, vehicle usage, and market demands and trends. The Shire will review these costs and replacement periods on a regular basis to ensure the most cost effective outcome at all times as part of the development of annual budgets, plant replacement plans and long term financial plans.

Regular advice will be sought from vehicle dealers on the optimum changeover period and vehicle to minimise the whole of life costs to the Shire. This information will provide the basis of decision-making as to when the optimum replacement/changeover of light fleet vehicles is deemed appropriate as market trends vary.

#### **Process**

All vehicle replacements/changeovers being purchased will be listed in the adopted annual budget and undertaken in accordance with Council’s Policy 7.2 Purchasing.

#### **Vehicle Selection Criteria**

The following criteria is a guide to assist in the selection of light vehicle fleet:

- Fit for purpose
- Service Support and Warranty Periods
- Economic Benefit
- Safety e.g. all new vehicles to have automatic headlights as standard
- Environmental Considerations
- Public Image



Below is a guideline for the purpose of light fleet replacement to assist in ensuring that vehicles:

- a) Meet safe operational needs
- b) Minimise the cost of maintenance and repairs
- c) Are replaced at appropriate intervals to minimise cost to the Shire.

Category	Description	Preferred Replacement Period
Light Vehicle - Admin	Chief Executive Officer <i>Large SUV - Diesel, Petrol, Hybrid or Electric*</i>  <i>Colour – white preferred, or colour to suit</i>	40,000km – 60,000km or 1 year  <i>(unless it is more cost effective arrangements for more frequent changeovers, being a minimum of every 15,000kms can be obtained depending on the market)</i>
	MGCS and EHO <i>Small to Medium SUV - Diesel Petrol, Hybrid or Electric*</i>  <i>Colour – white preferred, or colour to suit</i>	60,000km – 80,000km or 2 years  <i>(unless it is more cost effective arrangements for more frequent changeovers, being a minimum of every 15,000kms can be obtained depending on the market)</i>
	Doctor <i>Large Sedan or small SUV - Diesel, Petrol, Hybrid or Electric*</i>  <i>Colour – white preferred, or colour to suit</i>	60,000km – 80,000km or 2 years
Light Vehicle - Depot	Manager of Works & Services <i>4 x 4 Dual cab or small/medium SUV - Diesel, Petrol, Hybrid or Electric*</i>  <i>Colour – white preferred, or colour to suit</i>	60,000km – 80,000km or 2 years
	Town Supervisor, Construction Supervisor, Workshop Manager <i>Dual cab 4 x 2 - Diesel, Petrol, Hybrid or Electric*</i>  <i>Colour - white</i>	60,000km – 80,000km or 2 years
	Operational staff <i>Space cab tray back utilities - Diesel, Petrol, Hybrid or Electric*</i>  <i>Colour - white</i>	120,000km or 3 years

\*Dependent on best option for usage, and also availability etc. In most/many cases the first option will be Diesel.

#### Head of Power

Local Government Act 1995 and Local Government (Functions & General) Regulations 1996

<b>Name:</b>	<b>9.6</b> Acquisition of Road Building & Other Commodities from non-Shire Controlled Land
<b>Department:</b>	Works and Services
<b>Date Adopted:</b>	19 <sup>th</sup> November 2020
<b>Last Reviewed:</b>	

**Preamble** Policy in respect to the purchase price paid for road building materials and other commodities acquired with owner’s approval, from non-Shire controlled land.

**Objective** To ensure that Council’s royalty payment to landowners considers the value of the materials acquired, the “opportunity loss” for the purposes of production during the period of extraction, and the estimated impact on the production income of the landowners.

**Policy** The following guidelines are to be followed when acquiring road building and other commodities from non-Shire controlled land.

1. Where the required quantity, quality or type of material is not available from Shire controlled areas and the material may be available from private property, the following procedure is to be followed:
  - a. Request permission to search for materials from the owner. (Entry/extraction powers under are to be used only as a last resort).
  - b. Calculate the approximate requirement for the project (or yearly requirement of material from the proposed pit) and the expected life of the pit.
  - c. If suitable material is located, a written agreement is to be reached with the owner regarding compensation for materials to be removed.
  - d. Priority must be given at all times to reasonable negotiation to reach an amicable written agreement which is mutually acceptable to the Shire and the landowner.
  - e. Should agreement for the removal of materials not be reached with the owner, procedures to resume an area sufficient for immediate and future needs may be instituted by specific decision of Council.
2. Compensation, taking the form of works, is not to exceed the calculated value of the royalty eligible to be paid.
3. Rehabilitation and reinstatement is separate to compensation, and has the aim of returning the land to its prior purpose and use.
4. All matters are to be agreed in writing and signed by the CEO or Manager of Works and Services on behalf of the Shire, prior to removal of any materials.

#### **Application**

5. Compensation shall be agreed in writing prior to excavation, and may take the form of–

- a. payment;
  - b. works on the owner's property such as grading, gravel sheeting, drainage works, additional crossovers etc;
  - c. resumption of the portion of land on which the materials are located will be at a mutually acceptable rate;
  - d. compensation must be calculated in proportion to the volume of material extracted, and the impact of the activity on the property.
6. The rate of compensation –
- a. on the basis of volume or tonnage as set by Council from time to time;
  - b. may be increased by not more than 10% on the rate set by Council, should the next nearest suitable source add a significant cost or time of the Shire works.
7. Works to rehabilitate the pit once materials have been removed may take place and will be such works as agreed on in writing before excavation commences. These works may include –
- a. minor levelling,
  - b. over burden imports & spreading,
  - c. stockpiling of original topsoil and spreading after extraction is completed.
8. Council reserves the right to enforce its rights to extract gravel by legal means if arrangements cannot be made with landholders.
9. The principles of this Policy are to apply to taking of sand or other material to the extent relevant.
10. Gravel royalty to be paid is 44 cents - 55 cents per m3.

**Head of Power**

Local Government Act 1995, Section 3.27, (Schedule 3.2)