



Trading as:

## NEW ENGLAND WEEDS AUTHORITY

ABN 35 514 007 354

129 RUSDEN STREET, ARMIDALE NSW 2350 • PO BOX 881, ARMIDALE NSW 2350  
Telephone: (02) 6770 3602 ♦ Fax. 02 6771 1893 Email. [newa@newa.nsw.gov.au](mailto:newa@newa.nsw.gov.au)

9 April 2019

Dear Councillors,

You are requested to attend the Ordinary Meeting of the New England Tablelands (Noxious Plants) County Council to be held in the Armidale Office of the Authority at 129 Rusden Street, Armidale on,

**Tuesday, 16 April 2019 at 8:30 am**

Yours sincerely

John Duggan  
A/GENERAL MANAGER

## **AGENDA**

### **ORDINARY MEETING – Commencing at 8:30 am**

<b>1</b>	<b>PRESENT</b>	<b>3</b>
<b>2</b>	<b>APOLOGIES</b>	<b>3</b>
<b>3</b>	<b>DECLARATION OF INTEREST</b>	<b>3</b>
<b>4</b>	<b>CONFIRMATION OF THE MINUTES OF THE ORDINARY MEETING HELD ON TUESDAY 19 FEBRUARY 2019</b>	<b>3</b>
<b>5</b>	<b>MATTERS ARISING FROM THE MINUTES OF THE ORDINARY MEETING HELD ON TUESDAY 19 FEBRUARY 2019</b>	<b>3</b>
<b>6</b>	<b>CHAIRMAN’S REPORT</b>	<b>3</b>
<b>7</b>	<b>GENERAL MANAGER’S REPORT</b>	<b>8</b>
<b>7.1</b>	<b>ORGANISATIONAL MATTERS</b>	<b>8</b>
	7.1.1 NEW ENGLAND WEEDS AUTHORITY ANNUAL OPERATIONAL PLAN 2019-2020	8
	7.1.2 AUDIT OFFICE OF NSW – AUDIT FOR YEAR ENDING JUNE 2019	10
	7.1.2 INVESTED FUNDS REPORT	11
	7.1.3 MARCH 2019 QUARTERLY BUDGET REVIEW	14
	7.1.4 APPOINTMENT OF GENERAL MANAGER	22
	7.1.5 JOINING NEW ENGLAND JOINT ORGANISATION (NEJO)	24
	7.1.6 CODE OF MEETING PRACTICE.	25
<b>7.2</b>	<b>WEED CONTROL MATTERS</b>	<b>27</b>
	7.2.1 2018/2019 WEEDS ACTION PROGRAM	27
<b>8</b>	<b>MATTERS OF URGENCY</b>	<b>33</b>
<b>9</b>	<b>NEXT MEETING: TUESDAY, 18 JUNE 2019 AT 8:30 AM.</b>	<b>33</b>
<b>10</b>	<b>ATTACHMENTS</b>	<b>33</b>
	10.1.1 Draft New England Weeds Authority Annual Operational Plan 2019 - 2020.	33
	10.1.2 Draft Client Services Plan for 2018/19 Audit	33
	10.1.3 Quarterly Budget Review Statement for March 2019	33
	10.1.4 Guidelines for the appointment of a General Manager, Draft Advertisement, Draft Information package, Draft Contract, Draft Performance review.	33
	10.1.5 Draft NEWA Code of Meeting Practice	33

**1 PRESENT**

**2 APOLOGIES**

**3 DECLARATION OF INTEREST**

**4 CONFIRMATION OF THE MINUTES OF THE ORDINARY  
MEETING HELD ON TUESDAY 19 FEBRUARY 2019**

**5 MATTERS ARISING FROM THE MINUTES OF THE ORDINARY  
MEETING HELD ON TUESDAY 19 FEBRUARY 2019**

**6 CHAIRMAN'S REPORT**

**MINUTES OF THE ORDINARY MEETING OF THE NEW ENGLAND  
TABLELANDS (NOXIOUS PLANTS) COUNTY COUNCIL HELD IN THE  
ARMIDALE OFFICE, 129 RUSDEN STREET, ARMIDALE ON TUESDAY  
19 FEBRUARY 2019 COMMENCING AT 8:30 AM**

**PRESENT:** Councillor M Dusting - Chairperson, Councillor S Kermode Councillor A Murat Councillor J Galletly and Councillor L Martin.

**IN ATTENDANCE:** General Manager Mr J Duggan and Senior Weeds Officer Mr J Browning.

**APOLOGIES:** Nil

**DECLARATIONS OF INTEREST**

There were no declarations of interest.

**CONFIRMATION OF MINUTES OF THE ORDINARY MEETING HELD ON  
TUESDAY 16 OCTOBER 2018.**

**1/19 RESOLVED** on the motion of Councillors Murat and Martin that the Minutes of the Ordinary Meeting of the New England Tablelands (Noxious Plants) County Council held on 16 October 2018, copies of which have been distributed to all members, are taken as read and confirmed a true record.

**BUSINESS ARISING FROM THE MINUTES OF THE ORDINARY MEETING HELD  
ON TUESDAY 16 OCTOBER 2018.**

There were no matters arising.

**CHAIRMAN'S REPORT**

As this is the first meeting of the new year, let me wish all our Councillors and staff a very happy and prosperous new year.

During October last year I had the opportunity to represent Council at the Local Government Annual Conference in Albury. It was good to hear from the Minister for Local Government and other dignitaries. Some of the interesting motions sought to extend the term of a County Council Chair to 2 years, and to increase funding for the implementation of the Biosecurity act 2015.

I attended the joint meeting of NTRWC and NWRWC at Lake Keepit in November. It is dryer now than when we were there. I also attended the meeting of the NTRWC on Feb 5 and we raised an issue to the state weeds committee that we do not want administrative and reporting requirements to take away from on-ground works.

We have also been advised that our WAP funding will increase this year by 7.5%. A detailed report is included in the agenda.

The drought continues to be problematic for our communities and the need for ongoing rain intensifies. I am experiencing very few complaints about our activities and the job we are doing so I want to thank the councillors and staff for a job well done.

**MINUTES OF THE ORDINARY MEETING OF THE NEW ENGLAND  
TABLELANDS (NOXIOUS PLANTS) COUNTY COUNCIL HELD IN THE  
ARMIDALE OFFICE, 129 RUSDEN STREET, ARMIDALE ON TUESDAY  
19 FEBRUARY 2019 COMMENCING AT 8:30 AM**

**1. NORTHERN TABLELANDS NSW WEEDS ACTION PROGRAM 2015-2020  
SUB-REGIONAL PROGRAM-FUNDING DEED CONTRACT FOR REGIONAL  
SERVICES (ITEM 7.1.1)**

**2/19 RESOLVED** on the motion of Councillors Galletly and Kermode that the report on the Funding Deed Contract NT00590 between the Northern Tablelands Local Land Services and Council for the provision of regional Coordination Services on behalf of the Northern Tablelands Local Land Services under the Northern Tablelands NSW Weeds Action Program 1520 Regional Sub-Program for the financial year 2018/19 be received and noted.

**2. STATECOVER WORKERS COMPENSATION AND WORK HEALTH & SAFETY  
ANNUAL REPORT (ITEM 7.1.2)**

**3/19 RESOLVED** on the motion of Councillors Martin and Kermode that the report on the 2017/18 Workers Compensation and Work Health and Safety Annual Report, the Work Health and Safety Incentive Program be received and noted.

**3. GRIEVANCE POLICY (ITEM 7.1.3)**

**4/19 RESOLVED** on the motion of Councillors Galletly and Murat that the NEWA Grievance Policy No: 01/19, as attached to the report, be adopted.

**4. CODE OF CONDUCT (ITEM 7.1.4)**

**5/19 RESOLVED** on the motion of Councillors Kermode and Galletly that:

1. That Council adopt the New England Weeds Authority Code of Conduct and the Procedures for the Administration of the New England Weeds Authority Code of Conduct, as attached to the report.
2. That Council appoint the Project/Admin Officer as Complaints Coordinator.
3. That Council adopt the following persons as its conduct review panel.

- Monica Kelly, Prevention Partners NSW  
0438 280 621  
enquiry@preventionpartnersnsw.com
- Kath Roach, SINC Solutions Pty Ltd  
0414 193 755  
solutions@sincolutions.com.au
- Linda Pettersen, Linda Pettersen Consulting Pty Ltd  
0413 552 155  
linda.petterson@inet.net.au

**MINUTES OF THE ORDINARY MEETING OF THE NEW ENGLAND  
TABLELANDS (NOXIOUS PLANTS) COUNTY COUNCIL HELD IN THE  
ARMIDALE OFFICE, 129 RUSDEN STREET, ARMIDALE ON TUESDAY  
19 FEBRUARY 2019 COMMENCING AT 8:30 AM**

- Emma Broomfield, Locale Consulting  
0421 180 881  
emma@localeconsulting.com.au
- Belinda Nolan, Pinnacle Integrity  
0419 472 133  
b.nolan@pinnacleintegrity.com.au
- Shane White, Pinnacle Integrity  
0439 485 428  
s.white@pinnacleintegrity.com.au
- Andrew Hedges, LKA Group Pty Ltd  
1300 139 321  
sydney@lkagroup.com.au
- Greg Wright, Wright Associates  
0418 225 027  
greg.wright@wrightassociates.com.au

**5. ENTERPRISE RISK MANAGEMENT STRATEGY REVIEW (ITEM 7.1.5)**

**5/19 RESOLVED** on the motion of Councillors Murat and Kermode:

1. That the report on the review of the NEWA Risk Management Policy and Strategy, including the updated Risk Register be received and noted.
2. That Council adopt the NEWA Risk Management Policy 02/19, as attached to the report.
3. That Council reaffirm the NEWA Risk Management Strategy, as attached to the report.

**6. DELIVERY PROGRAM PROGRESS REPORT (ITEM 7.1.6)**

**6/19 RESOLVED** on the motion of Councillors Martin and Murat that the report on the 6 monthly progress of the Principal Activities under Council's Delivery Plan 2018-2021 to 31 December 2018 be received and noted.

**7. PUBLIC INTEREST DISCLOSURES REPORT (ITEM 7.1.7)**

**7/19 RESOLVED** on the motion of Councillors Murat and Martin:

1. That the six- monthly report on Council's compliance with their obligations under the Public Interest Disclosures Act 1994 be received and noted.
2. That a copy of the report be forwarded to the NSW Ombudsman.

**MINUTES OF THE ORDINARY MEETING OF THE NEW ENGLAND  
TABLELANDS (NOXIOUS PLANTS) COUNTY COUNCIL HELD IN THE  
ARMIDALE OFFICE, 129 RUSDEN STREET, ARMIDALE ON TUESDAY  
19 FEBRUARY 2019 COMMENCING AT 8:30 AM**

**8. AUDIT AND RISK COMMITTEE (ITEM 7.1.8)**

**8/19 RESOLVED** on the motion of Councillors Galletly and Kermode:

1. That Council adopt the New England Tablelands County Council Audit & Risk Committee Charter, as attached to the report.
2. That Council adopt the minutes of the Audit and Risk Committee.

**8. INVESTED FUNDS REPORT (ITEM 7.2.1)**

**9/19 RESOLVED** on the motion of Councillors Murat and Galletly that:

1. The report indicating Council's Fund Management position be received and noted.
2. The Certificate of the Responsible Accounting Officer be noted and the report adopted.

**9. DECEMBER 2018 QUARTERLY BUDGET REVIEW (ITEM 7.2.2)**

**10/19 RESOLVED** on the motion of Councillors Martin and Galletly that Council adopt the December 2018 Quarterly Budget Review and approve the Budget variations.

**10. 2018/2019 WEEDS ACTION PROGRAM (ITEM 7.3.1)**

**11/19 RESOLVED** on the motion of Councillors Murat and Martin that the report on the 2018/2019 Weeds Action Program be received and noted.

**11. MATTERS OF URGENCY –**

**MEMBERSHIP OF A JOINT ORGANISATION**

**12/19 RESOLVED** on the motion of Councillors Murat and Kermode that NEWA as a County Council write to the New England Joint Organisation requesting the cost of joining and what Council needs to do should it consider membership.

**NEXT MEETING:**

The next meeting will be held on Tuesday, 16<sup>th</sup> April 2019 at 8.30 am. Councillor Kermode indicated he will be an apology.

**THERE BEING NO FURTHER BUSINESS THE CHAIR DECLARED THE  
MEETING CLOSED AT 9:15 AM.**

## **7 GENERAL MANAGER'S REPORT**

### **7.1 ORGANISATIONAL MATTERS**

#### **7.1.1 NEW ENGLAND WEEDS AUTHORITY ANNUAL OPERATIONAL PLAN 2019-2020**

##### **INTRODUCTION**

At its June 2017 meeting Council adopted its 10 Year Business Activity Strategic Plan 2017-2027 as part of the Integrated Planning and Reporting framework and in accordance with the provisions of the Local Government Act 1993, and Local Government (General) Regulation 2005.

The Business Activity Strategic Plan details the activities Council will undertake over the Four Year Delivery Plan 2017-2021 together with the actions to be undertaken through the Annual Operational Plan to implement weed management and control of scheduled priority and invasive weed species, identified in the Northern Tablelands Regional Strategic Weed Management Plan 2017-2022, for our constituent member Councils.

##### **REPORT**

In accordance with the provisions of Section 405 of the Local Government Act 1993, Council must have an Annual Operational Plan that is adopted before the beginning of each financial year that details the activities to be undertaken by the Council during the year as part of the Delivery Plan covering that year.

In addition the Annual Operational Plan must include the Statement of Revenue Policy detailing the Budget, Fees and Charges.

In preparing the Draft Annual Operation Plan, Council must give public notice of the draft Plan indicating that submissions may be made to Council at any time during the period, that must not be less than 28 days. Before adopting the Annual Operational Plan, Council must consider any submissions that have been made concerning the draft Plan. Once adopted Council must post a copy on its website within 28 days from the date of adoption.

Council's Draft Annual Operational Plan 2019-2020 and Statement of Revenue Policy has been prepared in accordance with the above mentioned requirements and is attached to the report for the consideration of Council.

Council will note that the Annual Operational Plan and Budget provides for the additional responsibilities of being the Regional Service Coordination provider on behalf of the Northern Tablelands Local Land Services, under the NSW Weeds Action Program 2015-2020, for the member Councils and organisations of the Northern Tablelands Local Land Services Regional Weed Committee area.



**REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF  
COUNCIL TO BE HELD ON 16 APRIL 2019**

In addition the Plan and Budget reflects the continuing agreement between Council and Glen Innes Severn Council whereby our Council has been delegated their weeds functions and responsibilities under the Biosecurity Act 2015.

**ATTACHMENT: Draft New England Weeds Authority Annual Operational Plan  
2019-2020.**

**RECOMMENDATION:**

1. That the Draft New England Weeds Authority Annual Operational Plan 2019-2020 be placed on public exhibition for a period of at least 28 days in accordance with the provisions of the Local Government Act 1993.
2. That following the conclusion of the public exhibition period a further report be presented to Council on submissions received and for the adoption of the Draft New England Weeds Authority Annual Operational Plan 2019-2020.
3. That the constituent member Councils of Armidale Regional, Walcha and Uralla be provided with a copy of the Draft New England Weeds Authority Annual Operational Plan 2019-2020 for comment.

# **REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF COUNCIL TO BE HELD ON 16 APRIL 2019**

## **7.1.2 AUDIT OFFICE OF NSW – AUDIT FOR YEAR ENDING JUNE 2019**

### **INTRODUCTION**

Section 422 of the Local Government Act states:

- (1) The Auditor-General is to be the auditor for a council.*
- (2) The Auditor-General may appoint, in writing, a person (whether or not that person is employed in the Public Service) or a firm to be an auditor for the purposes of this Act.*
- (3) The costs confirmed in writing by the Auditor-General as having been incurred by the Auditor-General in auditing a council's financial reports (including any audit of a council entity) or in any other inspection or audit carried out by the Auditor-General under this Division (or at a council's request) must be paid by the council.*

The Auditor General will be responsible for the Independent Auditors Report in accordance with Section 417 of the Local Government Act 1993 of Council's general purpose financial statements for the financial year ending 30 June 2019. The Auditor General will also be responsible for ensuring the audit is performed in accordance with the Australian Accounting Standards.

This report details the audit process to be undertaken for the financial year 2018/19

### **REPORT**

As a result of recent discussions a Client Services Plan and Agreement of Terms has been entered into with the Audit Office of NSW for the audit of Council's financial statements ending the 30 June 2019. A copy of the Plan is attached for the information of Councillors.

It is noted that the Auditor General has engaged Council's previous Auditors, Forsyths Chartered Accountants of Armidale to provide the financial services for this engagement.

The Client Services Plan details the key issues and risks that may impact the audit, the audit approach, the audit timetable, financial reporting issues and developments, as well as general matters and audit fees.

The auditing process for this year is underway with the preliminary audit undertaken by Forsyths Chartered Accountants in April 2019.

The cost of the audit is \$9,800 (excluding GST) and is an increase of \$300 on last year's fee. The cost of the audit covers the Audit Office of NSW fee, Related Party Transactions checks and Forsyths Contract Audit fee. Provisions have been made in the budget for annual audit fees.

**Attachment: Draft Client Services Plan for 2018/19 Audit.**

### **RECOMMENDATION:**

**That the report on the Audit process of Council's financial statements for the year ending 30 June 2019 be received and noted.**

## **REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF COUNCIL TO BE HELD ON 16 APRIL 2019**

### **7.1.2 INVESTED FUNDS REPORT**

#### **Introduction**

The Local Government (General) Regulation, Clause 212, requires that the Responsible Accounting Officer must provide Council with a written report setting out all money Council has invested under Section 625 of the Local Government Act 1993, up to the last day of the Month immediately preceding the meeting.

#### **Report**

Included in this report are the following items that highlight Council's Investment Portfolio Performance for the period ending 31 March 2019 and an update of the investment environment:

- a) Councils Investments for reporting period 1 January 2019 – 31 March 2019;
- b) Investment Portfolio Performance and
- c) Investment Commentary.

#### **Financial Impact**

The actual interest earned for the January to March 2019 period is \$7,619.89 bringing the year to date total to \$26,787.29.

- a) Council's Investments for reporting period 1 January 2019 – 31 March 2019

#### **Commonwealth Bank Business Online Saver:**

As at	Rate	Balance	Interest
31 March 2019	0.6%	\$521,653.17	\$82.89

#### **Term Deposits:**

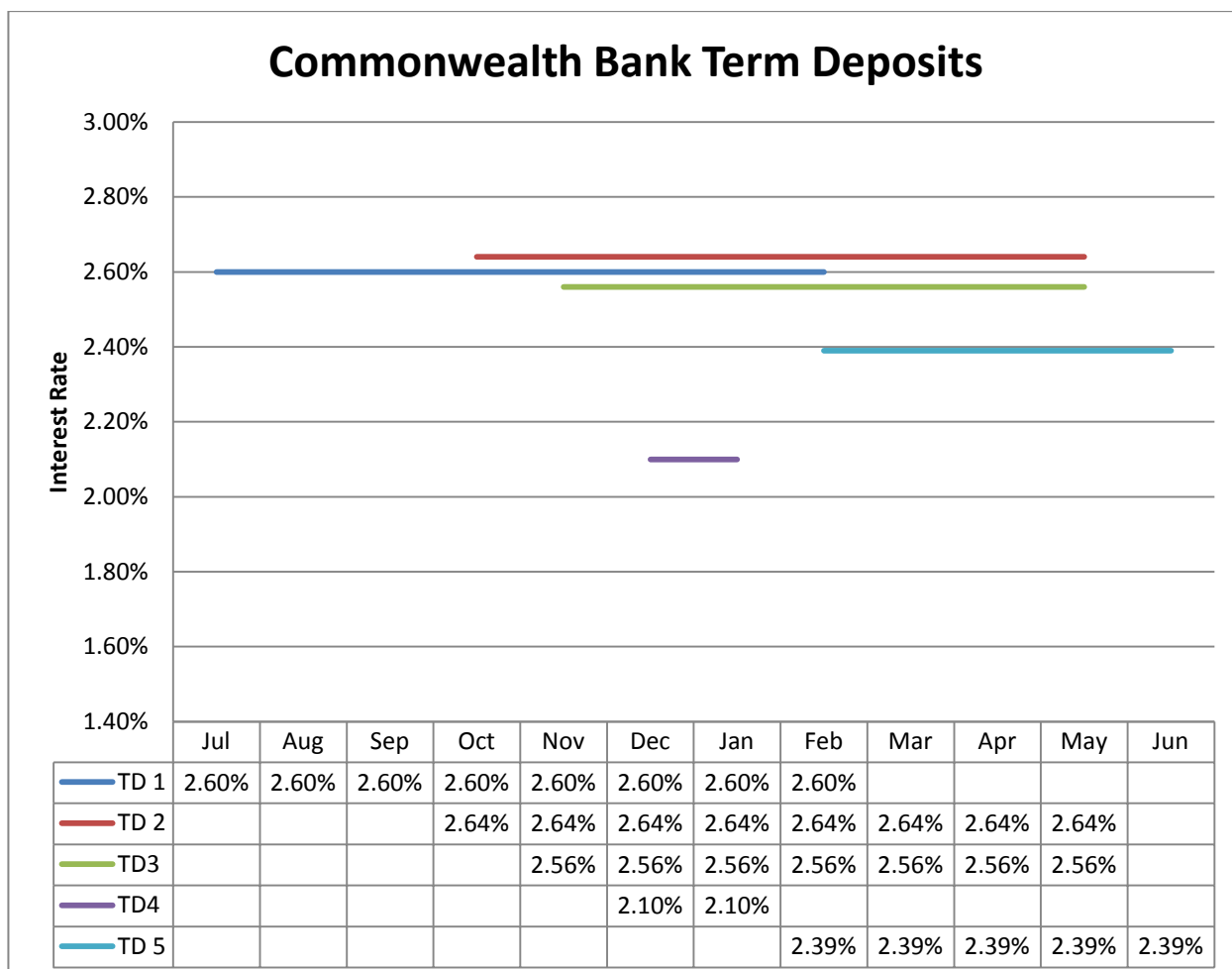
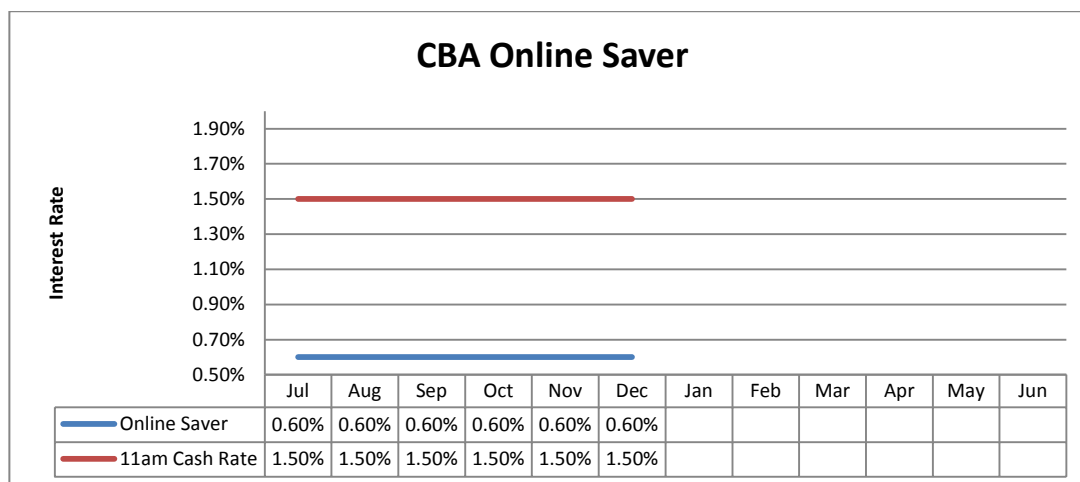
##### **Commonwealth Bank Term Deposits**

Term Deposit	Opened	Due	Rate	Term Deposit	Balance at 31 March 2019	Interest accrued to 31 March
1	22/02/2018	22/02/2019	2.60%	\$762,575.34	\$0.00	\$2,878.96
2	11/10/2018	11/06/2019	2.64%	\$203,327.12	\$203,327.12	\$1,338.61
3	7/11/2018	6/05/2019	2.56%	\$352,093.56	\$352,093.56	\$2,223.14
4	3/12/2018	3/01/2019	2.10%	\$140,883.07	\$0.00	\$16.20
5	26/02/2019	25/11/2019	2.39%	\$500,000.00	\$500,000.00	\$1,080.09
					<b>\$1,055,420.68</b>	<b>\$7,537.00</b>

# REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF COUNCIL TO BE HELD ON 16 APRIL 2019

## a) Investment Portfolio Performance

Council's Investment Policy provides for the benchmarking of its investments against the 11am Cash Rate and the Australian Financial Markets Association Bank Bill Rate. The following tables detail Council's Investment Portfolio Performance.



**REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF  
COUNCIL TO BE HELD ON 16 APRIL 2019**

**b) Investment Commentary**

The Investment Portfolio continues to reflect the Reserve Bank's current hold on interest rates at 1.5%. The returns on investments to date are in line with budget forecasts.

**Certification – Responsible Accounting Officer.**

I hereby certify that the investments listed in the attached report have been made in accordance with Section 625 of the Local Government Act 1993, Clause 212 of the Local Government (General) Regulation 2005 and Council's Investment Policy.

Responsible Accounting Officer: John Duggan

**RECOMMENDATION:**

- 1. That the report indicating Council's Fund Management position be received and noted.**
- 2. That the Certificate of the Responsible Accounting Officer be noted and the report adopted.**

**REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF  
COUNCIL TO BE HELD ON 16 APRIL 2019**

**7.1.3 MARCH 2019 QUARTERLY BUDGET REVIEW**

**New England Weeds Authority  
Annual Operational Plan Budget**

	<i>Job_No</i>	<i>2018-19 Budget</i>	<i>2018-19 Actual</i>	<i>% Used</i>	<i>Proposed Variation</i>	<i>Comment</i>
<b>INCOME</b>						
<b>Government Grants - WAP</b>						
Grant - N.T Lead Agency / Regional Project Officer	11110	85,000	85,000	0%		
Grant - Control	11120	230,000	277,927	0%		
Grant - WAP 1520 Glen Innes	11143	62,000	78,169	0%		
Grant - WAP TSA		40,000	40,000	0%		
Grant - WAP DVD			3,000	0%		
TOTAL WAP FUNDS 17-18		417,000	484,097			
<b>TOTAL WAP GRANT</b>		<u>417,000</u>	<u>484,097</u>	<u>116%</u>	<u>0%</u>	
<b>Council Contributions</b>						
<b>Annual</b>						
Cont Annual - Armidale Regional	11211	196,303	196,303	100%		
Cont Annual - Uralla Shire	11213	79,334	79,334	100%		
Cont Annual - Walcha	11214	79,334	79,334	100%		
Cont Annual - Glen Innes Severn	11215	94,760	94,760	100%		
		<u>449,731</u>	<u>449,731</u>	<u>100%</u>	<u>0%</u>	
<b>Fees and Charges</b>						
Section 64 Fees - Constituent Councils	11510	1,000	1,260	126%		
Section 64 Fees - Glen Innes Severn Council	11520	1,000	360	36%		
		<u>2,000</u>	<u>1,620</u>	<u>81%</u>	<u>0%</u>	
<b>Investment Interest</b>						
Interest - 11 am	11610	2,000	476	24%		
Interest - Fixed	11620	25,000	29,024	116%		
		<u>27,000</u>	<u>29,500</u>	<u>109%</u>	<u>0%</u>	
<b>Profit on Sale of Assets</b>						
		<u>0</u>	<u>0</u>			
		<u>0</u>	<u>0</u>		<u>0%</u>	
<b>Private Works</b>						
Private Works (Council's, NPWS, Private property, Crown, LHPA)	11730	100,000	97,856	98%		
		<u>100,000</u>	<u>97,856</u>	<u>98%</u>	<u>0%</u>	

**REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF  
COUNCIL TO BE HELD ON 16 APRIL 2019**

**New England Weeds Authority  
Annual Operational Plan Budget Cont'd**

	<i>Job_No</i>	<i>2018-19 Budget</i>	<i>2018-19 Actual</i>	<i>% Used</i>	<i>Proposed Variation</i>	<i>Comment</i>
<b>INCOME</b>						
<b>Other Income</b>						
NT LLS/ OEH / Crown Land Projects	11820	50,000	7,900	16%		
Sundry Income	11810	5,000	7,550	151%		
Glen Innes Severn LLS / Crown Land Projects	11830	1,000	0	0%		
		<u>56,000</u>	<u>15,450</u>	<u>28%</u>		
<b>Total Income</b>		<u><b>1,051,731</b></u>	<u><b>1,078,254</b></u>	<u><b>103%</b></u>	<u><b>0%</b></u>	

**REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF  
COUNCIL TO BE HELD ON 16 APRIL 2019**

**New England Weeds Authority  
Annual Operational Plan Budget Cont'd**

	<i>Job_No</i>	<i>2018-19 Budget</i>	<i>2018-19 Actual</i>	<i>% Used</i>	<i>Proposed Variation</i>	<i>Comment</i>
<b>EXPENDITURE</b>						
Bank Charges	13010	-500	-274	55%		
Audit - Financial	13020	-9,700	0	0%		
		-10,200	-274	3%	0%	
<b>OFFICE</b>						
<b>Armidale</b>						
Staff - Armidale	14110	-80,000	-67,445	84%		
Rent - Armidale	14130	-12,000	-10,007	83%		
Computers M&R - Arm Off	14140	-1,000	0	0%		
Other M&R - Arm Off	14150	-1,000	0	0%		
Insurance	14160	-23,000	-22,090	96%		
Light, Power, Heating	14170	-4,000	-1,641	41%		
Postage	14180	-1,500	-1,005	67%		
Printing and Stationery	14190	-2,000	-849	42%		
Telephone and Communications	14200	-6,000	-4,875	81%		
Legal Costs	14210	-1,000		0%		
Advertising - General	14220	-2,500	-1,103	44%		
Office Equipment Depreciation		-4,000	0	0%		
		-138,000	-109,014	79%	0%	
<b>Guyra</b>						
Computers M&R - Guyra	14520	-500	0	0%		
		-500	0	0%	0%	
<b>Walcha</b>						
Computers M&R - Walcha	14720	-500		0%		
		-500	0	0%	0%	
<b>Glen Innes</b>						
GIS - Administration Expenses	14810	-76,500	-31,775	42%		
		-76,500	-31,775	42%	0%	



**REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF  
COUNCIL TO BE HELD ON 16 APRIL 2019**

**New England Weeds Authority  
Annual Operational Plan Budget Cont'd**

	<i>Job_No</i>	<i>2018-19 Budget</i>	<i>2018-19 Actual</i>	<i>% Used</i>	<i>Proposed Variation</i>	<i>Comment</i>
<b>EXPENDITURE CONT'D</b>						
<b>DEPOTS</b>						
Depot - ADC	15100	-3,500	-353	10%		
		-3,500	-353	10%	0%	
<b>MEMBERS</b>						
Member - Chair Allow	16010	-6,800	-4,568	67%		
Member - Fees & Allow	16020	-13,500	-10,778	80%		
Member - Expenses	16030	-3,000	-1,087	36%		
		-23,300	-16,432	71%	0%	
<b>ADC SERVICES</b>						
Consultants - Finance	18100	-10,000	-3,782	38%		
ADC - IT	18200	-7,500	0	0%		
ADC - Enterprise Risk management	18400	-1,000	0	0%		
ADC - Internal Audit	18300	-1,000	-320	32%		
		-19,500	-4,102	21%	0%	
<b>INSPECTIONS</b>						
<b>Inspections - Field</b>						
Insp NDist - Field	20110	-37,000	-8,821	24%		
Insp CDist - Field	20120	-108,000	-75,233	70%		
Insp SDist - Field	20130	-35,000	-32,555	93%		
Insp - Glen Innes	20140	-35,000	-29,555	84%		
Insp - Tropical Soda Apple			-22,151			
		-215,000	-146,164	68%	0%	
<b>Inspections - Office</b>						
Insp NDist - Office	20210	-9,000	-1,668	19%		
Insp CDist - Office	20220	-62,500	-53,467	86%		
Insp SDist - Office	20230	-15,000	-8,856	59%		
		-86,500	-63,991	74%	0%	
<b>MAPPING</b>						
Mapping/GIS - Support	31200	-6,000	-5,455	91%		
		-6,000	-5,455	91%	0%	

**REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF  
COUNCIL TO BE HELD ON 16 APRIL 2019**

**New England Weeds Authority  
Annual Operational Plan Budget Cont'd**

	<i>Job_No</i>	<i>2018-19 Budget</i>	<i>2018-19 Actual</i>	<i>% Used</i>	<i>Proposed Variation</i>	<i>Comment</i>
<b>EXPENDITURE CONT'D</b>						
<b>COMMUNICATION / REPORTING</b>						
Communication - Sundry	40100	-1,000	0	0%		
		-1,000	0	0%	0%	
<b>EXTENSION/EDUCATION</b>						
Extension - Sundry	42100	-8,000	-4,075	51%		
		-8,000	-4,075	0%	0%	
<b>TRIALS</b>						
Trials - Sundry	43100	-500	0	0%		
		-500	0	0%	0%	
<b>TRAINING</b>						
<b>Training</b>						
Training - Sundry	50101	-7,000	-11,998	171%		
First Aid Training	50102	-4,000	0	0%		
WHS		-1,000	0	0%		
		-12,000	-11,998	100%	0%	
<b>Conferences</b>						
Biennial Weeds Conference	50210	-7,000	0	0%		
		-7,000	0	0%	0%	
<b>Publications and Subscriptions</b>						
Subscriptions	50310	-700	-1,418	203%		
Publications	50320	-500	0	0%		
		-1,200	-1,418	118%	0%	
<b>CORPORATE PLANNING</b>						
<b>Membership</b>						
LGNSW Membership	60101	-1,800	0	0%		
NERGOC	60102	-1,000	0	0%		
		-2,800	0	0%	0%	

**REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF  
COUNCIL TO BE HELD ON 16 APRIL 2019**

**New England Weeds Authority  
Annual Operational Plan Budget Cont'd**

	<i>Job_No</i>	<i>2018-19 Budget</i>	<i>2018-19 Actual</i>	<i>% Used</i>	<i>Proposed Variation</i>	<i>Comment</i>
<b>EXPENDITURE CONT'D</b>						
<b>POLICY DEVELOPMENT</b>						
<b>REGIONAL PLANNING</b>						
<b>NTRWC</b>						
Lead Agency & Regional Project Officer	62110	-85,000	-52,297	62%		
		-85,000	-52,297	62%	0%	
<b>OPERATIONS</b>						
<b>Council Land</b>						
African Lovegrass	70110	-12,000	0	0%		
Blackberry	70120	-72,000	-61,208	85%		
Chilean Needle Grass	70130	-9,000	-4,103	46%		
Giant Parramatta Grass	70140	-3,000	0	0%		
Tropical Soda Apple	70260	-15,000	-1,044	7%		
Gorse	70160	-500	0	0%		
Nodding Thistle	70170	-5,000	-394	8%		
Privet	70200	-3,000	0	0%		
St John's Wort	70220	-33,000	-30,936	94%		
Serrated Tussock	70230	-7,000	-5,403	77%		
Sundry Weeds	70250	-13,000	-2,628	20%		
Glen Innes Local Expenses	70370	-15,800	-513	3%		
Glen Innes Regional Expenses	70380	-32,900	-30,455	93%		
		-221,200	-136,685	62%	0%	

**REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF  
COUNCIL TO BE HELD ON 16 APRIL 2019**

**New England Weeds Authority  
Annual Operational Plan Budget Cont'd**

	<i>Job_No</i>	<i>2018-19 Budget</i>	<i>2018-19 Actual</i>	<i>% Used</i>	<i>Proposed Variation</i>	<i>Comment</i>
<b>EXPENDITURE CONT'D</b>						
<b>PRIVATE WORKS</b>						
PW - Miscellaneous	80010	-25,000	-88,831	355%		
PW - Armidale Regional	80011	-30,000	-17,961	60%		
PW - Uralla Shire	80013	-2,000	0	0%		
PW - Walcha	80014	-20,000	-16,926	85%		
PW - Glen Innes	80045	-5,000	-521	10%		
PW - NTLLS	80016		-305			
Projects - Crown Lands, LLS, Landcare, Other	80102	-50,000	-77,393	155%		
		<u>-132,000</u>	<u>-201,939</u>	<u>153%</u>	<u>0%</u>	
<b>OTHER</b>						
Loss on Sale of Assets	90010	-5,000	0	0%		
		<u>-5,000</u>	<u>0</u>	<u>0%</u>	<u>0%</u>	
<b>PLANT</b>						
Plant Minor	91010	-8,000	-6,674	83%		
Plant No 1 - CD 90QW - Isuzu Dmax	91110	-9,000	-4,789	53%		
Plant No 2 - CF 36 ES - Isuzu Dmax	91210	-6,000	-4,431	74%		
Plant No 3 - CI 07 FM - Toyota Landcruiser	91312	-8,000	-5,304	66%		
Plant No 4 - CA 78 TN Isuzu Dmax	91412	-6,000	-3,013	50%		
Plant No 5 -BV 50 RD Isuzu Dmax	91511	-7,000	-3,771	54%		
Plant No 6 - CA 77 TN Isuzu Dmax	91612	-8,000	-2,942	37%		
Plant No 7 - CL 64 RE - Toyota Landruiser	91711	-8,000	-6,617	83%		
Plant No 8 - BV 31 RD - Toyota Landcruiser	91811	-8,000	-7,276	91%		
Plant No 9 -Dmax - CF 37 ES	91910	-8,000	-2,889	36%		
Plant No B1 - Quad	91992	-3,000	-1,309	44%		
Plant No W - Wolverine	91993	-3,000	-1,018	34%		
Depreciation		-85,000	0	0%		
Loss from disposal of assets						
		<u>-167,000</u>	<u>-50,032</u>	<u>30%</u>	<u>0%</u>	

**REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF  
COUNCIL TO BE HELD ON 16 APRIL 2019**

**New England Weeds Authority  
Annual Operational Plan Budget Cont'd**

	<i>Job_No</i>	<i>2018-19 Budget</i>	<i>2018-19 Actual</i>	<i>% Used</i>	<i>Proposed Variation</i>	<i>Comment</i>
<b>EXPENDITURE CONT'D</b>						
<b>ONCOST</b>						
<b>Oncost Expenses</b>						
Public Holidays	92120	-25,000	-21,039	84%		
Sick Leave	92130	-15,000	-18,852	126%		
Long Service Leave	92140	-12,000	-18,610	155%		
Annual Leave	92150	-36,000	-37,402	104%		
Superannuation	92170	-46,000	-37,524	82%		
Workers Compensation	92180	-16,000	-11,694	73%		
Other Employee Costs (PPE)	92200	-4,000	-8,799	220%		
		-154,000	-153,920	100%	0%	
<hr/>						
<b>Total Expenditure</b>		<b>-1,376,200</b>	<b>-989,926</b>	<b>72%</b>		
<hr/>						
<b>Net Cost</b>		<b>-324,469</b>	<b>88,328</b>	<b>-27%</b>		
<hr/>						
Add Plant Hire		-167,000	-50,032	30%		
Add Oncost		-154,000	-153,920	100%		
<hr/>						
<b>Final Profit (Loss)</b>		<b>1,320</b>	<b>292,280</b>			

**Attachment: Quarterly Budget Review Statement to March 2019**

**RECOMMENDED: That Council adopt the March 2019 Quarterly Budget Review and approve the proposed Budget variations.**

# **REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF COUNCIL TO BE HELD ON 16 APRIL 2019**

## **7.1.4 APPOINTMENT OF GENERAL MANAGER**

### **INTRODUCTION**

Council resolved at its meeting of 21 August 2018:

*.That Council appoint Mr John Duggan as Acting General Manager for a 12 month period under the same terms and conditions as incumbent General Manager with the additional work of completing Annual Financial Statements.*

*That the Acting General Manager prepare a report for Council's consideration on the timeframe and process for calling applications for the appointment of a new General Manager.*

This report details the process to be undertaken to appoint a the General Manager

### **REPORT**

The Local Government Act states:

*(1) A council must appoint a person to be its general manager. The person must not be a body corporate.*

*(2) The position of general manager is a senior staff position.*

The office of Local Government last provided guidelines regarding the appointment of a General Manager in July 2011. A copy of the Guidelines is attached to this report. The Guidelines include the following:

*As with the appointment of all council staff, the council must ensure that the appointment of the general manager is made using merit selection principles (section 349).*

*Recruitment using merit selection is a competitive process where the applicant who demonstrates that they have the best qualifications and experience relevant to the position is appointed.*

*Equal Employment Opportunity principles also apply to the recruitment of general managers (sections 349 and 344).*

*The recruitment process must be open and transparent, but the confidentiality of individual applicants must be maintained. A failure to maintain appropriate confidentiality may constitute a breach of the Act and/or Privacy legislation.*

A suggested process is as follows:

- a. Council establishes a panel to implement the process to appoint to the position.
- b. The panel advertise the position.
- c. Applicants be shortlisted for interview in accordance with the guidelines.
- d. An appointment be made and a contract signed.

## **REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF COUNCIL TO BE HELD ON 16 APRIL 2019**

The panel could be all Councillors, some of the Councillors or could include an external person. The panel should be gender mixed, sufficiently qualified and independent.

A draft advertisement and information package is attached to this report.

It is suggested that the administration officer could be a responsible contact in Council to forward details to prospective applicants and that the Chairperson could be the contact for further information.

Interview questions should be developed by the panel.

The guidelines include:

*The council's governing body must by resolution approve the position of the general manager being offered to the successful candidate before that position is actually offered to that candidate.*

Council will need to receive a report from the panel to consider the appointment or Council could be the panel.

A draft contract and performance agreement is attached to the report.

**Attachments: Guidelines for the appointment of a General Manager, Draft Advertisement, Draft Information package, Draft Contract, Draft Performance review.**

### **RECOMMENDATION: That Council**

- 1. Establishes a panel to implement the process to appoint to the position of General Manager.**
- 2. The panel move forward to appoint a person to the role.**

## **REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF COUNCIL TO BE HELD ON 16 APRIL 2019**

### **7.1.5 JOINING NEW ENGLAND JOINT ORGANISATION (NEJO)**

#### **INTRODUCTION**

Council resolved at its meeting of 19 February 2019 that:

*NEWA as a County Council write to the New England Joint Organisation requesting the cost of joining and what Council needs to do should it consider membership.*

#### **REPORT**

The General Manager requested details from the interim Executive Officer of NEJO and received the following information:

*The Weeds Authority has two (2) options in respect of membership for the NEJO.*

*Option 1 – Voting in Member*

*Cost: \$5.5Kpa*

*Approval: A “voting membership” can only be created by a Governor’s proclamation amending the membership of the Joint Organisation.*

*Pathway: An application to join the NEJO is submitted to the NEJO Board of Directors, if accepted, the Board makes application to the Minister for Local Government to increase the membership of the JO.*

*The Minister then determines the application, and if agreed to, the Governor’s proclamation is prepared.*

*Option 2 – Non Voting Member*

*Cost: Nil*

*Approval: A resolution of the Board.*

*Pathway: An application is made to the Board of Directors for NEJO who will determine if non-voting membership is granted. The Board will also determine the ability of the non-voting member to introduce business for consideration at NEJO meetings.*

It would seem that the best option might be option 2 which provides council with the opportunity to attend and possibly be part of the initiatives of the Board with minimal cost. This option will also enable a faster approval process for NEWA.

#### **RECOMMENDATION: That**

- 1. NEWA make application to the Board of Directors for NEJO who will determine if non-voting membership is granted.**
- 2. If membership is granted that The Board also be requested to enable NEWA to introduce business for consideration at NEJO meetings.**



# **REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF COUNCIL TO BE HELD ON 16 APRIL 2019**

## **7.1.6 CODE OF MEETING PRACTICE.**

### **INTRODUCTION**

The office of Local Government has issued a model code of meeting practice to be adopted by all councils.

The Model Meeting Code has been designed to achieve a range of outcomes, including:

- promoting, as the principal object of meetings, the making of decisions by the governing bodies of councils that are in the best interests of the council and the community as a whole
- promoting more accessible, orderly, effective and efficient meetings and to provide councils with the tools to achieve these outcomes
- prescribing principles to inform the way in which meetings are conducted and to prescribe meeting rules that are consistent with these principles
- codifying areas of common practice across councils in a way that is clear, efficient, leads to better informed and more effective decision making and that is consistent with the requirements of the LGA
- promoting greater consistency between councils across the State in key areas of meetings practice without losing the ability to allow some variation in practice to meet local needs or expectations
- allowing greater flexibility in the conduct of meetings to accommodate a range of potential scenarios that were not addressed by the previous prescribed meeting rules
- simplifying the language used to make the prescribed meeting rules more accessible and easier to understand
- modernising the rules to accommodate current and emerging technologies (e.g. electronic notice, electronic voting systems and webcasting).

### **REPORT**

Attached to this report is the draft Code of Meeting practice for NEWA. The draft code is consistent with the model code, deletes some clauses and includes some specific items relevant to a County Council eg. reference to a chairperson rather than a mayor. The updated code is consistent with historical provisions.

Under the transitional provisions of the LGA, councils must, adopt a code of meeting practice that incorporates the mandatory provisions of the Model Meeting Code no later than 12 months after the next ordinary elections. However, for the reasons set out below, councils should adopt a new code of meeting practice based on the Model Meeting Code as soon as possible.

Until a council adopts a new code of meeting practice, its existing code of meeting practice will remain in force up until six months from the date on which the new Model Meeting Code was prescribed, (14 December 2018 – 14 June 2019). If a council fails to adopt a new code of meeting practice within this period, under transitional provisions contained in the Regulation and the LGA, any provision of the council's adopted code that is inconsistent with a mandatory provision of the Model Meeting Code prescribed under the Regulation will automatically cease to have any effect to the extent that it is inconsistent with the mandatory provision of the Model Meeting Code.

**REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF  
COUNCIL TO BE HELD ON 16 APRIL 2019**

Irrespective of whether councils have adopted a code of meeting practice based on the Model Meeting Code, all councils will be required to webcast meetings of the council and committees of which all members are councillors from 14 December 2019. The webcasting requirement may be met simply by posting an audio or video recording of the meeting on the council's website.

Before adopting a new code of meeting practice, under section 361 of the LGA, councils are still required to exhibit a draft of the code of meeting practice for at least 28 days and provide members of the community at least 42 days in which to comment on the draft code.

**Attachment: Draft NEWA Code of meeting practice.**

**RECOMMENDATION: That**

- 1. Council adopt the draft Code of Meeting Practice**
- 2. The draft code be placed on public exhibition for a period exceeding 28 days.**
- 3. A further report be presented to Council following the exhibition period.**

**REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF  
COUNCIL TO BE HELD ON 16 APRIL 2019**

## **7.2 WEED CONTROL MATTERS**

### **7.2.1 2018/2019 WEEDS ACTION PROGRAM**

#### **Private Property Inspections – Nominated Division 2018/2019**

Inspections have concentrated mainly on enquiries and complaints due to the roadside weed control programs and the excessively dry condition over most of the region. Privet inspections due to increased levels of complaints in Armidale and Glen Innes have been undertaken during the period. A programmed survey has commenced in Armidale City and upon completion the program will then concentrate on Glen Innes.

On the 29 March 2019 the Authority issued a Penalty Notice to a Glen Innes landowner for failure to comply with a Biosecurity Direction for Blackberry. All avenues to resolve the matter had been attempted and the Authority is currently preparing a Biosecurity Undertaking in regards to a weed control program on this property.

Three new staff have been employed during the period. Trent McIntyre, Rachel Betts and Josh Robb. Following initial training they have been involved in the Authorities weed control programs and will be involved in inspection programs later in the season.

A long standing employee Peter Constance retired in March.

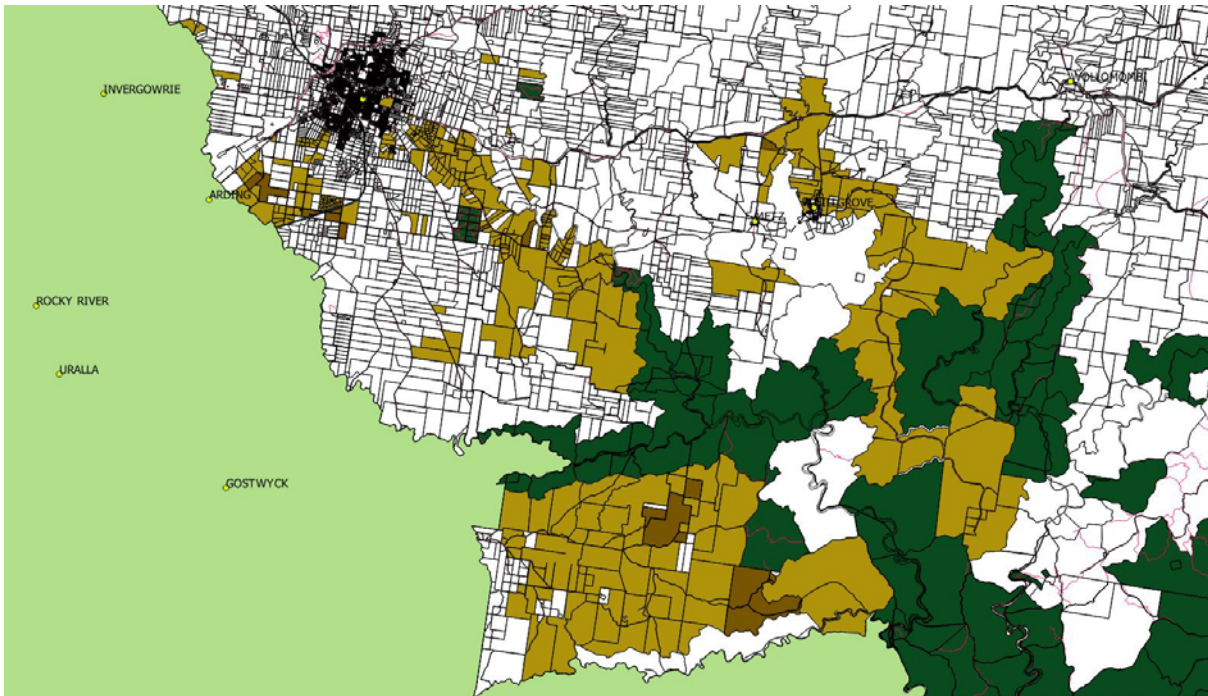
A new weed incursion, Black Knapweed has been identified in Tenterfield Shire Council area. The Authority's staff were utilised to carry out a roadside control program in March and other staff will be involved in a delimiting survey in April.

#### **Inspection Targets 2018/2019**

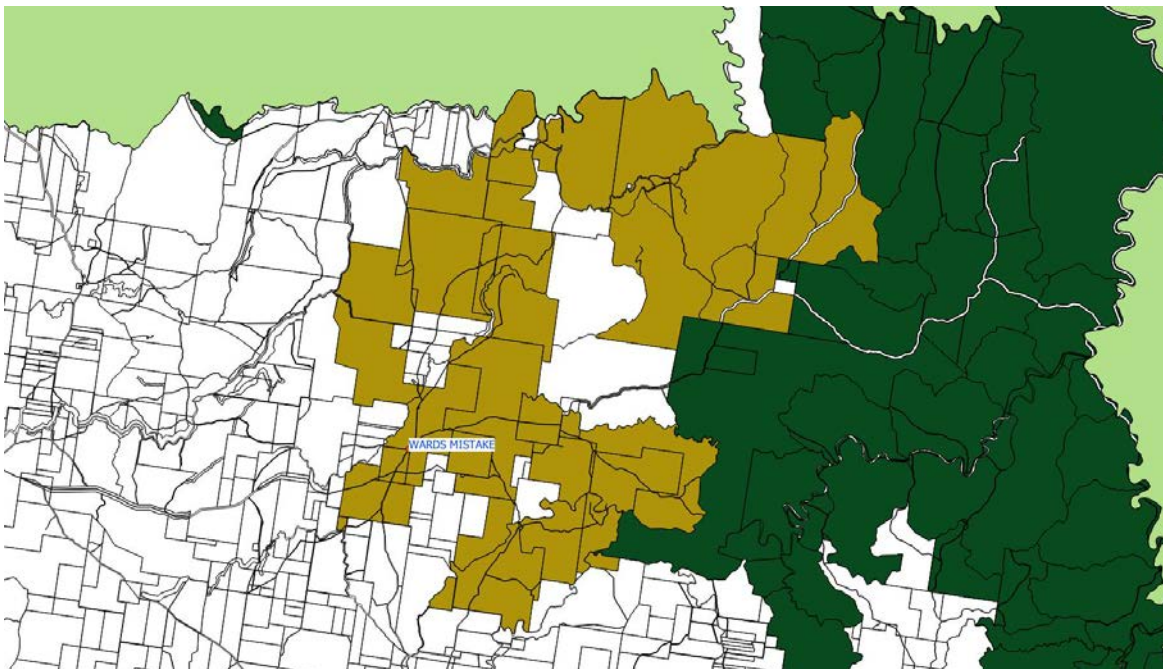
<b>2018/19 DIVISION</b>	<b>TOTAL PROPERTIES</b>	<b>AVE PER MONTH</b>	<b>TOTAL</b>	<b>Total Area Completed %</b>
Guyra (C)	270	23	26	9%
Armidale(C)	480	40	311	65%
Uralla (C)	260	21	73	28%
Walcha (C)	270	30	164	60%
Glen Innes	306	25	65	20%

**REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF  
COUNCIL TO BE HELD ON 16 APRIL 2019**

**Private Property Inspections Nominated Divisions**



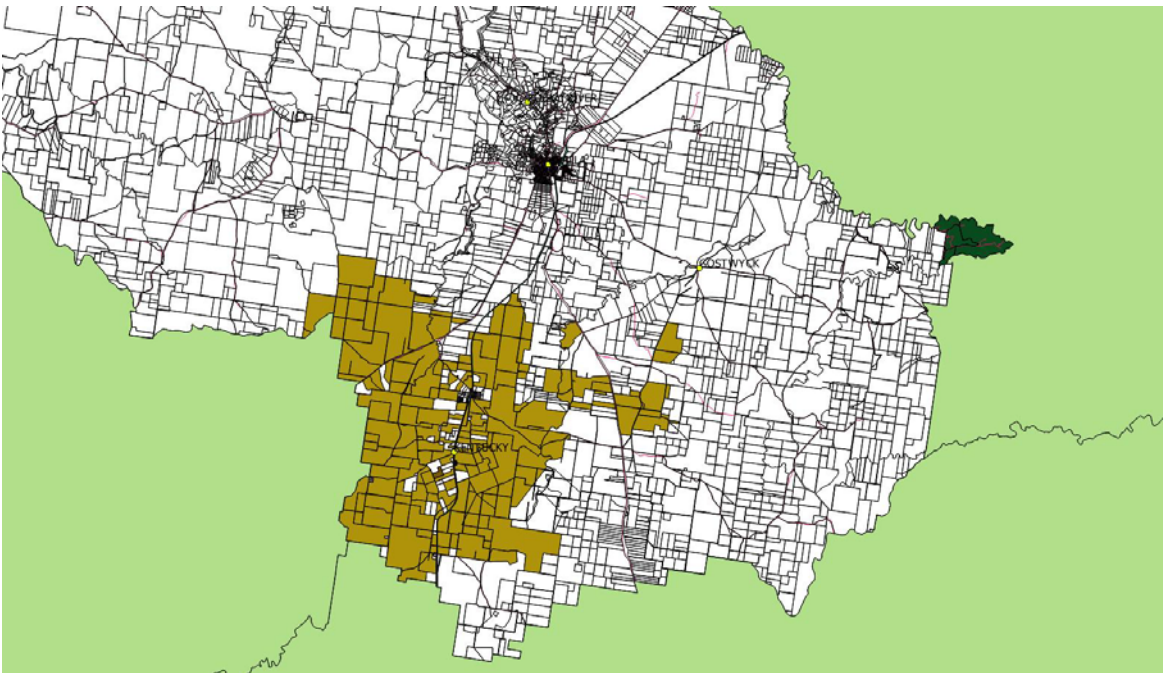
Property Inspections – Armidale Regional Council



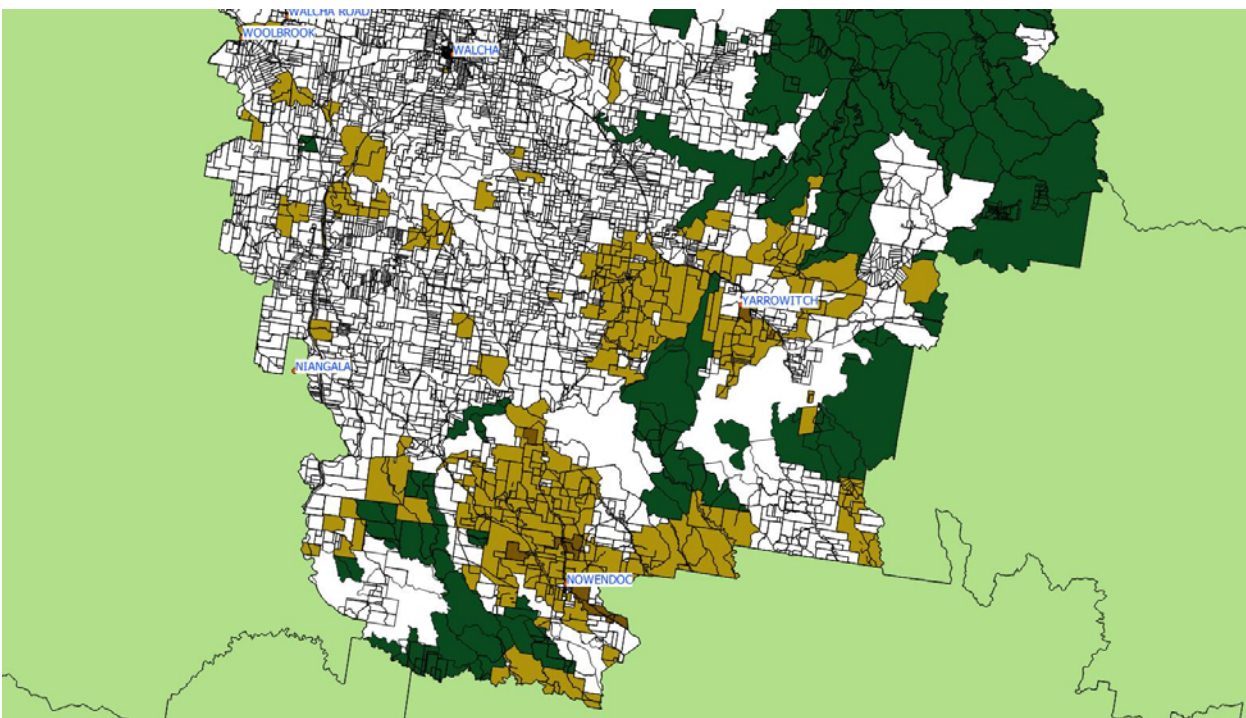
Property Inspections – Armidale Regional Council (Guyra)



**REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF  
COUNCIL TO BE HELD ON 16 APRIL 2019**



Property Inspections – Uralla Shire Council



Property Inspections – Walcha Shire Council

# **REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF COUNCIL TO BE HELD ON 16 APRIL 2019**

## **Weeds Action Plan Regional Measurable Outcomes, Inspections/ NEWA**

These targets will be based on the amount of funding received from NSW DPI under the Weeds Action Program 2015 – 2020.

<b>Inspections</b>	<b>Target Number</b>	<b>Jul-Sep</b>	<b>Oct-Dec</b>	<b>Jan-Mar</b>	<b>Apr-Jun</b>
Nurseries	10	1	3	1	
Rural Outlets	0	5		3	
ARTC - No.	3	1	2	1	
ARTC - Ha.	0	100		25	
Weekend Markets	5			2	
Dept of Lands - No.	4		2	4	
Dept of Lands - Ha.	0		40	70	
Nat Parks/Reserves - No.	4			2	
Nat Parks/Reserves - Ha.	0			50	
Aquaria/Pet shops	2	1		1	
LH&PA Reserves - No.	5			3	
LH&PA Reserves - Ha.	0			87	
Gravel Quarries	40		10	6	
Machinery Dealers	0				
Grain Handling Sites	0				
Border Crossings	0				
Recreational Areas - No.	10		20	4	
Recreational Areas - Ha.	0		58	50	
Wetlands	1			2	
Saleyards	3		1	3	
Machinery Washdown Bays	0				
Other	0				
Roadside Truck Stops	0			5	
No Booklets to New Landowners	55				
Private Property High Risk areas - No.	500	94	30		
Private Property High Risk areas - Ha.	100,000	487	15247		
PP HR Re inspections - No.	100	12			
PP HR Re inspections - Ha.	20,000	20			
Roadside Inspections High Risk Pathways - Km.	640	150	440	400	
Roadside Inspections High Risk Pathways - Ha.	12,800	3000	880	800	
Waterways High Risk Pathways - No.	20		25	3	
Waterways High Risk Pathways - Ha.	4000		500	75	
Private Property Inspections - No.	1000	385	130	441	
Private Property Inspections - Ha.	200,000	67259	96216	100	
Private Property Re Inspections - No.	120	13	45	5	
Private Property Re Inspections - Ha.	22,000	5698	298	2	
Private property Waterways - No.	0		1		
Private property Waterways - Ha.	0		10		
Roadside Inspections - Km.	3,489			3000	
Roadside Inspections - Ha.	69,780			6000	
Landowners Contacted/ Inspection Process	1,125			25	
Stakeholders/Coordinated Programs	250				
Other Council Lands - No.	0			3	
Other Council Lands - Ha.	0			100	
TSRs - No.	1				
TSRs - Ha.	2				

## **REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF COUNCIL TO BE HELD ON 16 APRIL 2019**

### **Weed Recording, Mapping, Survey and Reporting Activities**

<b>Date</b>	<b>Activity</b>	<b>Details</b>
	Intramaps	Ongoing
February	Crown Land Mapping UAV Carrolls Creek	Crown land mapped in conjunction with Crown Lands staff for future funding applications
	Lantana Mapping Macleay Valley	Soon to Commence

### **Communication, Education, Extension and Publicity Activities**

Extension Activities this year will be carried out in the following areas:

<b>Extension Activity</b>	<b>Council Area</b>	<b>Date Achieved</b>
Armidale Show	Armidale 8 <sup>th</sup> - 9 <sup>th</sup> March	9 March 2019
Guyra Show	Guyra 22 <sup>nd</sup> – 23 <sup>rd</sup> Feb	23 February 2019
Uralla Show	Uralla 2 <sup>nd</sup> Feb	2 February 2019
Walcha Show	Walcha 22 <sup>nd</sup> – 23 <sup>rd</sup> March	23 March 2019
Glen Innes	Glen Innes 15 <sup>th</sup> - 16 <sup>th</sup> Feb	16 February
Boorolong District Local Area Committee Meeting	Armidale Regional	13 October 2018
Farming/Family Information Sessions	Glen Innes	15 August
Weeds Activity	Uralla	
GLENRAC Fit Farmers Day Ben Lomond	Armidale Regional	13 September 2018
UNE Student Presentation	Armidale Regional	30 August 2018
Weeds Activity	Walcha	
Glenrac Spray Drift and Weed Management Workshop 10 April 2019	Glen Innes	
Glenrac Farmer Update 17 April 2019	Glen Innes	

### **Weeds Action Program Regional Measurable Outcomes, Extension/ NEWA**

<b>Extension</b>		<b>Jul-Sep</b>	<b>Oct-Dec</b>	<b>Jan-Mar</b>	<b>Apr-Jun</b>
School Visits	2	1			
Field Days	4	1			
Media Releases	6	3	2		
Team Talk Meetings	4	3	3	3	
Ag Quip	1	1			
Shows/Expos	3			5	
Landcare Events	4	2			
Other	3				
Landowners contacted	200	225			

# **REPORT OF THE GENERAL MANAGER TO THE ORDINARY MEETING OF COUNCIL TO BE HELD ON 16 APRIL 2019**

## **Staffing**

Staff training will be carried out during the year in accordance with the Corporate Training Program.

<b>Date</b>	<b>Activity</b>	<b>Details</b>
7,8 August 2018	Community Engagement	James Browning, Luke Turner
17 July 2018	Weed Risk Assessment Training	Luke Turner
20,21,22 August 2018	RMS Design and Implement Traffic Control Plans	Mathew Benham
10/11 September 2018	RMS Traffic Controller and Implement Traffic Control Plans	James Browning
27,28 February 2019	RMS Traffic Controller and Implement Traffic Control Plans	Trent McIntyre, Rachel Betts Josh Robb
1 March 2019	Chemical Training AQF 3	Trent McIntyre, Rachel Betts Josh Robb, Richard Walls

## **Operational Program –**

<b>Operational Activity</b>	<b>Council Areas</b>	<b>Achieved</b>
Roadside Furniture	Armidale Regional/Walcha	October
Parks Broadleaf/Bindii program	Armidale Regional/Walcha	October
Black Beetles Parks	Armidale Regional	October
Unsealed Roads pre grading	Glen Innes Severn	October
Urban Streets Council lands	Walcha	October
Fireweed Dorriggo Plateau	Bellingen Shire Council	October
Cemeteries	Armidale Regional/Walcha	October
Tropical Soda Apple program Macleay Valley	Armidale Regional Council	November
Chilean Needle Grass	All council areas	November
St Johns Wort	Armidale Regional/Glen Innes/ Uralla	November December
St Johns Wort/Blackberry	Walcha Roads	December/January
Blackberry	Uralla/Armidale Regional	January
Armidale Urban	Armidale Regional	January
Uralla Urban	Uralla	January
Glen Innes Urban	Glen Innes	January
Blackberry	Glen Innes	February
Private Works	Armidale Regional	March
New England Highway	Uralla/Armidale Regional/Glen Innes	March
Mexican Waterlily Control Program (Project)	Armidale Regional	February/March
Crown Lands Blackberry Control Program	Armidale Regional/Glen Innes	March

## **RECOMMENDATION:**

**That the report on the 2018/2019 Weeds Action Program be received and noted.**



**8 MATTERS OF URGENCY**

**9 NEXT MEETING: Tuesday, 18 June 2019 at 8:30 am.**

**10 ATTACHMENTS**

10.1.1 Draft New England Weeds Authority Annual Operational Plan 2019 - 2020.

10.1.2 Draft Client Services Plan for 2018/19 Audit

10.1.3 Quarterly Budget Review Statement for March 2019

10.1.4 Guidelines for the appointment of a General Manager, Draft  
Advertisement, Draft Information package, Draft Contract, Draft  
Performance review.

10.1.5 Draft NEWA Code of Meeting Practice

Mr John Duggan  
Acting General Manager  
New England Weeds Authority  
PO Box 881  
ARMIDALE NSW 2350

Contact: Chris Harper  
Phone no: 02 9275 7374  
Our ref: DXXXXXXX/1675

XX March 2019

Dear Mr Duggan

**Audit of the New England Weeds Authority  
for the year ending 30 June 2019**

Attached is the Annual Engagement Plan (AEP) for the audit of the New England Weeds authority's (the Council) financial statements for the year ending 30 June 2019. The AEP reflects conditions unique to this engagement. You will find the standard Terms of Engagement on the Audit Office website at <https://www.audit.nsw.gov.au/our-stakeholders/local-government>.

If you would like to discuss the AEP, please call me on 02 9275 7374 or Mr Paul Cornall on 02 6773 8400. The AEP will be presented at the next Audit, Risk and Improvement Committee meeting on 28 May 2019.

This AEP is not intended for publication. It may not be distributed to persons other than those who will sign the Statement by Councillors and Management made pursuant to section 413(2)(c) of the *Local Government Act 1993* or others you determine to be charged with governance of the Council.

Please detach, sign and return the enclosed '[Acknowledgement of Terms](#)'.

Yours sincerely

Chris Harper  
Director, Financial Audit Services

cc: Cr Mark Dusting, Chairperson, New England Weeds Authority  
Ms Carolyn Cooper, Chair Audit, Risk and Improvement Committee

[Auditee logo]



## ACKNOWLEDGEMENT OF TERMS

### Audit of the New England Weeds Authority

I confirm the information in the Annual Engagement Plan and [Terms of Engagement](#) accords with my understanding of the arrangements for the assurance services in respect of:

- the general purpose financial statements of New England Weeds Authority

I acknowledge management's responsibilities as outlined in these documents on behalf of the Council.

Signed: \_\_\_\_\_

Name: Mr John Duggan

Title: Acting General Manager

Date: \_\_\_\_\_

The purchase order number for the total estimated audit fee is:

Purchase Order Number: \_\_\_\_\_

# Annual Engagement Plan

for the year ending 30 June 2019

New England Weeds Authority



INSIGHTS FOR BETTER GOVERNMENT

FINANCIAL AUDIT

# contents

1	SCOPE	1
2	KEY ISSUES	1
3	AUDIT APPROACH	2
4	ENGAGEMENT COMMUNICATIONS	3
5	ENGAGEMENT TIMETABLE	3
6	ENGAGEMENT FEES	4
7	ENGAGEMENT TEAM	4
8	FINANCIAL REPORTING MATTERS	5
9	REPORTING TO PARLIAMENT	5
10	OTHER MATTERS	6
APPENDIX ONE – AUDIT APPROACH FOR KEY BUSINESS AND ACCOUNTING PROCESSES		8
APPENDIX TWO – FINANCIAL REPORTING DEVELOPMENTS		11
APPENDIX THREE – RECENTLY TABLED AUDITOR-GENERAL'S REPORTS TO PARLIAMENT		14

## 1 SCOPE

This Annual Engagement Plan (AEP) contains important information about this year's audit.

The scope of our audit comprises:

- Audit of the Council's General Purpose Financial Report, issuing:
  - an Independent Auditor's Report on the general purpose financial statements in accordance with section 417 of the *Local Government Act 1993* (LG Act)
  - a report on the conduct of the audit in accordance with section 417(3) of the LG Act.

This AEP is for the audit of the financial statements of the Council only. The Council does not have any controlled entities.

## 2 KEY ISSUES

The table below details our audit assessment of issues and risks that may impact this year's audit and how the audit team will respond to them.

Audit issue or risk	Exposure	Audit response
<b>Significant audit risks</b>		
<b>Information Technology General Controls</b>		
Australian Auditing Standards require the auditor to understand the Council's control activities and obtain an understanding of how it has responded to risks arising from Information Technology (IT).	Weaknesses in the IT control environment may lead to: <ul style="list-style-type: none"> <li>• weakened segregation of duties where staff gain access privileges beyond those required for their role</li> <li>• unauthorised access</li> <li>• inaccurate and/or invalid transactions and data produced by systems</li> <li>• inappropriate/unauthorised changes to programs</li> <li>• inability to recover from incident or disaster impacting IT operation</li> <li>• inability of the audit team to place reliance on system controls and / or data / reports generated from business systems. This may require the audit team to perform additional procedures that may not be within the normal scope of the audit.</li> </ul>	For all systems relevant to financial reporting, we will: <ul style="list-style-type: none"> <li>• update our understanding of the IT general controls and IT dependencies and identify related risks relevant to our audit approach</li> <li>• understand, evaluate and where appropriate validate the IT general controls management has implemented to address these risks.</li> <li>• For example we will consider:               <ul style="list-style-type: none"> <li>– IT risk management policy framework</li> <li>– user access provisioning and removal</li> <li>– periodic user access review</li> <li>– monitoring of privileged user accounts' activities</li> <li>– use of unique user IDs</li> <li>– password configuration</li> <li>– system change testing and approvals</li> <li>– segregation between developer and implementer of system development/change</li> <li>– system monitoring/incident management and data</li> </ul> </li> </ul>

Audit issue or risk	Exposure	Audit response
recovery.		
<b>New Accounting Standards</b>		
<p>OLG issued Circular 18-20 'Guidance to councils on transitioning to the new Australian Accounting Standards' to provide guidance on the financial accounting options councils must elect on transition to:</p> <ul style="list-style-type: none"> <li>AASB 9 'Financial Instruments'</li> <li>AASB 15 'Revenue from Contracts with Customers'</li> <li>AASB 16 'Leases'</li> <li>AASB 1058 'Income of Not-for-Profit Entities'.</li> </ul> <p><a href="#">Appendix two</a> provides additional information on the above standards.</p> <p>It is important that Council assesses the impact of these new standards and is adequately prepared for the first-time adoption. This includes potential changes to systems, processes, policies and training of staff.</p>	<p>Inadequate plan for transitioning to the new accounting standards increases the risk of material misstatements in the financial statements.</p>	<p>We will:</p> <ul style="list-style-type: none"> <li>review management's plan and progress for transitioning to the new accounting standards</li> <li>review disclosures of the quantitative and qualitative impact of new accounting standards in the 2018–19 financial statements.</li> </ul>

The significance of the issues and risks may change and new developments may emerge during the audit. We will inform you of significant new matters as they arise and the likely impact on the audit.

### 3 AUDIT APPROACH

#### Audit approach for key business and accounting processes

The audit approach is developed based on our understanding of the issues, new developments and key risks that may impact the financial statements. We have obtained an understanding of the Council's business and accounting processes and internal controls relevant to the financial statements to help us identify risks that may impact the financial statements.

[Appendix one](#) details our observations on the business and accounting processes relevant to the financial statements and our planned audit approach. We will inform you of significant matters that impact the audit as they are identified.

Your feedback on the planned audit approach is welcomed.

#### Follow up of issues identified in the previous audit

The audit team will examine, update and report on the status of issues raised in last year's Engagement Closing Report and Management Letter.

## 4 ENGAGEMENT COMMUNICATIONS

### Communications to 'Those Charged with Governance'

We recognise the key role those charged with governance play in Councils. The audit team will communicate specific audit issues and matters of governance interest to them. This reporting is required by Australian Auditing Standards.

Senior members of the audit team will attend relevant Council and Audit, Risk and Improvement Committee meetings and brief those charged with governance on audit progress, identified issues and their resolution.

We will liaise with management and those charged with governance to determine the meetings we will attend.

We have identified those charged with governance for the Council as:

- the General Manager who will receive our Engagement Closing Report, identifying audit findings, and the type of opinion we anticipate issuing prior to signing the financial statements. The General Manager will also receive the Management Letter containing detailed explanations of significant matters, governance matters, significant weaknesses and recommendations for improvement identified in the current audit
- the Chairman, who will receive the Independent Auditor's Report for the general purpose financial statements and the Report on the Conduct of the Audit. The Mayor will also receive copies of the Engagement Closing Report and Management Letter.

The Audit, Risk and Improvement Committee will receive copies of the Engagement Closing Report and Management Letter.

Please advise the audit team if additional persons charged with governance should be included in these communications. The [Terms of Engagement](#) contains more information on the Audit Office's communication obligations.

## 5 ENGAGEMENT TIMETABLE

### General purpose financial statements

The engagement timetable, designed to achieve statutory financial reporting requirements, has been discussed and agreed with Mr John Duggan, Acting General Manager.

Event	Date(s)
• Audit team starts audit planning	Commenced
• Audit team emails Engagement Information Request to Mr John Duggan, Acting General Manager.	March 2019
• Audit team starts interim audit (CH1)	25 March 2019
• Council gives financial statements and supporting working papers listed in the Engagement Information Request to the audit team for the General Purpose Financial Statements	12 July 2019
• Audit team starts audit of financial statements	22 July 2019
• Audit clearance meeting	12 August 2019
• Council signs and gives Management Representation Letter to audit team (sample on the Audit Office website: <a href="https://www.audit.nsw.gov.au/our-stakeholders/local-government">https://www.audit.nsw.gov.au/our-stakeholders/local-government</a> )	12 August 2019
• Audit Office issues Engagement Closing Report	12 August 2019
• Audit team attends Audit, Risk and Improvement Committee meeting to present the Engagement Closing Report	27 August 2019



Event	Date(s)
• Council approves financial statements for lodgement to OLG and for public exhibition, and the Chairperson, the General Manager and the Responsible Accounting Officer sign the statement	21 August 2019
• Audit Office issues to the Council and to the Chief Executive of OLG, in accordance with section 417 of the LG Act the: <ul style="list-style-type: none"> <li>– Independent Auditor's Report on the general purpose financial statements</li> <li>– Report on the Conduct of the Audit</li> </ul>	No later than 31 October 2019
• Audit Office reports any identified significant issues to the Minister in accordance with section 426 of the LG Act	No later than 31 October 2019
• Council gives the audit team final version of draft Annual Report to review for consistency with the financial statements	No later than 30 November 2019
• Council presents audited financial statements and the Independent Auditor's Reports at the Council meeting	21 August 2019
• Audit Office issues final Management Letter	No later than 31 December 2019

## 6 ENGAGEMENT FEES

	2019	2018	Increase/(decrease)	
	\$	\$	\$	%
Audit fee	9,800	9,500	300	3.2

The 2019 estimated audit fee includes:

- Independent Auditors' Reports in accordance with section 417 of the LG Act:
  - a report on the general purpose financial statements
  - a report on the conduct of the audit.

The audit team will regularly meet with management to track the progress of audit costs against the estimated audit fee.

The estimated audit fee is based on estimated hours, the audit team structure and charge-out rates, known changes in the Council's operations and audit requirements.

The Audit Office has published its 'pricing approach' to provide transparency about its pricing model and hourly charge-out rates for each role. The Audit Office performs multi-layered benchmarking to promote accountability for its use of public resources. For more information, please refer to the publication on the Audit Office's [website](#).

The fee may change if matters, not known at the date of this plan, emerge during the audit and significantly change the estimated audit cost.

The Council will be invoiced monthly as costs are incurred. The Audit Office's payment terms are 14 days.

Please provide the Audit Office with a purchase order for the total estimated audit fee.

## 7 ENGAGEMENT TEAM

### Engagement team

The proposed audit team for this engagement is:

Engagement Controller:

Chris Harper CA

Director, Financial Audit Services  
02 9275 7374  
Email: [chris.harper@audit.nsw.gov.au](mailto:chris.harper@audit.nsw.gov.au)

Engagement Manager:

Tina Chen CA  
Audit Leader, Financial Audit Services  
02 9275 7174  
Email: [tina.chen@audit.nsw.gov.au](mailto:tina.chen@audit.nsw.gov.au)

### Involvement of other members in public practice

Audit Service Provider Engagement Partner:

Paul Cornall CA  
Principal  
02 6773 8400  
Email: [pcornall@foryths.com.au](mailto:pcornall@foryths.com.au)

Audit Service Provider Engagement Manager:

Jacob Sauer CA  
Audit Manager  
02 6773 8420  
Email: [jsauer@foryths.com.au](mailto:jsauer@foryths.com.au)

### Auditor independence

We confirm, to the best of our knowledge and belief, the proposed audit team meets the independence requirements of the Australian Auditing Standards, and other relevant ethical requirements relating to the audit of the financial statements. In conducting the audit of the financial statements, should any contraventions to independence arise you will be notified of these on a timely basis.

Ethical standards have specific restrictions on employment relationships between an auditee and members of its current or previous audit teams. Please discuss the prospective employment of a current or former audit team member before starting formal employment negotiations with them.

## 8 FINANCIAL REPORTING MATTERS

[Appendix two](#) provides an overview of new accounting standards effective for the first time in the current financial year and beyond that are likely to have a significant impact on the Council's financial statements. The transition to and implementation of these standards will take a significant amount of time and effort. It is important management assess the impact of these standards on the Council's financial statements and adequately plan for their implementation.

## 9 REPORTING TO PARLIAMENT

The 2019 Auditor-General's Report to Parliament (the Report) will report on trends and provide an independent assessment of the sector focusing on the following areas:

- the results of the council audits
- themes and key observations relating to the councils':
  - financial reporting
  - financial performance and sustainability
  - asset management
  - internal controls and governance
  - information technology.

We will advise of the specific topics the Auditor-General intends to comment on in the Report, the relevant performance data to be collected and the timetable for submitting the information to the audit team.

The information reported may change depending on the matters identified during the audit. We will advise you if this occurs.

The Report may make recommendations for specific councils or the sector more generally.

The draft Report commentary will be given to the Chief Executive of OLG and the Minister for Local Government for consideration. If there are specific comments about your Council, they will be given to Mr John Duggan, Acting General Manager for consideration. The Audit Office would appreciate receiving your Council's specific comments, within five working days of receiving the draft commentary. Responses should only be provided where there is fundamental disagreement with significant issues raised by the Audit Office. This helps ensure the Report is not unduly delayed.

The draft Report must remain confidential during this process.

[Appendix three](#) provides details of recently tabled reports which may be relevant to the Council.

## 10 OTHER MATTERS

### Workplace Health and Safety Legislation

Workplace health and safety (WHS) laws make the Council responsible for meeting legislated standards for the health, safety and welfare for the audit team when they are at your premises.

It is the Council's responsibility to:

- provide the audit team with suitable accommodation and appropriate WHS induction
- ensure the audit team is aware of special personal protective equipment requirements
- appropriately brief the audit team and issue them with the necessary personal protective equipment and training in its proper use.

Further details are provided in the [Terms of Engagement](#).

### Matters covered elsewhere

Please read the AEP together with the standard [Terms of Engagement](#), which provides additional information on:

- the Auditor-General's responsibilities
- auditee resources
- engagement approach
- communication and reports
- submitting financial statements for audit
- materiality, risk and the inherent limitations of an audit
- provision of working papers
- representations
- access
- clearance meetings
- accommodation, facilities and staff amenity
- determination of fees for engagements.


### Publications



The Audit Office has the following useful publications on our website:


- 'Annual Work Program 2018–19' explains how the Audit Office decides what to focus on and what we intend to cover in the next year. It also gives Parliament, the entities we audit and the broader community some certainty over future topics and the timing of our reports
- 'Professional Update' published quarterly to help auditees and our staff keep abreast of key accounting, auditing and legislative developments in the NSW public sector, including pronouncements by professional standard setters and changes in the regulatory environment. To subscribe or access previous editions please visit our website at: <http://www.audit.nsw.gov.au/Publications/ProfessionalUpdate>
- 'Financial Reporting Issues and Developments' for the local government sector detailing:
  - current issues and financial reporting developments that may impact the audit
  - accounting standards and pronouncements issued during the year that may impact the financial statements and/or annual report
  - 'Local Government Pronouncements Guidance Note' listing key reporting pronouncements issued by OLG.

## APPENDIX ONE – AUDIT APPROACH FOR KEY BUSINESS AND ACCOUNTING PROCESSES

The table below details our observations on the business and accounting processes relevant to the financial statements and our planned audit approach.

Business / accounting process	Observation of business / accounting process	Audit approach
 Purchasing and payables	<p>The Council uses MYOB to initiate, process and record purchases.</p> <p>It relies manual controls to ensure all valid purchasing transactions are processed and accurately recorded in accordance with the Council's policies.</p> <p>We have identified the following risks:</p> <ul style="list-style-type: none"> <li>• non-compliance with policies and procedures</li> <li>• incorrectly classifying transactions</li> <li>• ineffective procurement controls</li> <li>• completeness, accuracy and authorisation of transactions</li> <li>• fraud and error.</li> </ul>	<p>We will evaluate the design and implementation of relevant controls with a plan to test their operating effectiveness. This will include assessing management controls ensuring the Council's procurement policies are complied with. Our substantive audit procedures will be designed to address identified risks.</p>
 Payroll and related provisions	<p>The Council uses MYOB to initiate, process and record payroll transactions.</p> <p>Management relies on manual controls to ensure all valid payroll transactions are processed and accurately recorded in accordance with the Council's policies.</p> <p>We have identified the following risks:</p> <ul style="list-style-type: none"> <li>• non-compliance with policies and procedures</li> <li>• incorrectly estimating provisions and on-costs</li> <li>• ineffective payroll controls, including lack of segregation of duties</li> <li>• completeness, accuracy and authorisation of transactions</li> <li>• fraud and error.</li> </ul>	<p>We will evaluate the design and implementation of relevant controls with a plan to test their operating effectiveness. Our substantive audit procedures will be designed to address identified risks.</p>
 Contract Revenue	<p>The Council uses MYOB to initiate, process and record contract revenue. Management relies on manual controls to ensure all valid other revenue and receivables transactions are processed and</p>	<p>We will evaluate the design and implementation of relevant controls with a plan to test their operating effectiveness. Our substantive audit procedures will be designed to address identified risks.</p>

Business / accounting process	Observation of business / accounting process	Audit approach
 Grants and contributions and receivables	<p>accurately recorded in accordance with the Council's policies.</p> <p>We have identified the following risks:</p> <ul style="list-style-type: none"> <li>• non-compliance with policies and procedures</li> <li>• incorrectly classifying transactions</li> <li>• ineffective controls, including lack of segregation of duties</li> <li>• fraud and error.</li> </ul> <p>The Council uses MYOB to initiate, process and record grants and contributions revenue and receivables transactions.</p> <p>Management relies on manual controls to ensure all valid grants and contributions revenue and receivable transactions are processed and accurately recorded in accordance with the Council's policies.</p> <p>We have identified the following risks:</p> <ul style="list-style-type: none"> <li>• non-compliance with funding agreement</li> <li>• unexpended grant funding not correctly treated</li> <li>• allocation of grants into incorrect accounting period</li> </ul>	<p>We will evaluate the design and implementation of relevant controls. Our substantive audit procedures will be designed to address identified risks.</p>
 Treasury (cash, investments and borrowings)	<p>The Council uses MYOB to initiate, process and record treasury transactions.</p> <p>Management relies on automated and IT dependent manual controls to ensure all valid treasury transactions are processed and accurately recorded in accordance with the Council's policies.</p> <p>We have identified the following risks:</p> <ul style="list-style-type: none"> <li>• non-compliance with policies and procedures</li> <li>• incorrectly classifying transactions</li> <li>• ineffective controls, including lack of segregation of duties</li> <li>• fraud and error</li> <li>• restricted cash balances may be</li> </ul>	<p>We will evaluate the design and implementation of relevant controls with a plan to test their operating effectiveness. Our substantive audit procedures will be designed to address identified risks.</p>

Business / accounting process	Observation of business / accounting process	Audit approach
	used for inappropriate purposes.	
 <p>Other year-end reporting adjustments</p>	<p>The Council makes manual adjustments to the MYOB General Ledger as part of the year-end reporting process.</p> <p>We have identified the following risks:</p> <ul style="list-style-type: none"> <li>erroneous or fraudulent manual journals</li> <li>omission of material year-end adjustments due to manual nature of process.</li> </ul>	<p>We will review the manual adjustments made to the general ledger and evaluate the accuracy, existence and completeness of the journals posted.</p>

## APPENDIX TWO – FINANCIAL REPORTING DEVELOPMENTS

### New accounting standards

#### AASB 9 'Financial Instruments'

AASB 9 'Financial Instruments' replaces the classification, measurement, recognition and de-recognition requirements in AASB 139 'Financial Instruments: Recognition and Measurement'.

The key changes to AASB 9 compared to AASB 139 include:

- the classification of financial assets being based on the entity's business model and contractual cash flows tests
- a change in the impairment model from an 'incurred losses' approach to 'expected credit losses'
- hedge accounting being more closely aligned to how the entity manages its risks
- new disclosures to reflect the new requirements.

AASB 9 is effective for councils for the 2018–19 financial year.

The Council will need to keep detailed working papers evidencing how it has complied with the new requirements in AASB 9, for example the key decisions and judgments made, its classification of financial assets, impairment calculations and support for additional disclosures.

OLG has released guidance on the [financial reporting options](#) councils must elect on transition to AASB 9.

#### AASB 15 'Revenue from Contracts with Customers'

AASB 15 introduces a new five-step model for recognising revenue based on the principle that revenue is recognised when control of a good or service transfers to a customer. AASB 15 may impact the timing and amount of revenue recorded in councils' financial statements, particularly for grant revenue. AASB 15 also increases the amount of disclosures required.

AASB 15 is effective for councils for the 2019–20 financial year.

To prepare for the changes, the Council will need to:

- review its current contracts with customers
- ensure contracts registers are complete
- prepare for increased disclosures in the financial statements
- assess whether existing systems can capture key information requirements of the new standard
- consider the impact on reporting to stakeholders regarding the Council's financial position and performance
- ensure proper guidance is provided to the Internal Audit and Risk Committee.

The Council will need to keep detailed working papers evidencing it has complied with the requirements of AASB 15, such as working papers to support:

- key decisions and judgements made, for example whether contracts are in the scope of AASB 15, identification of performance obligations, determination and allocation of the transaction price, timing of revenue recognition
- financial statement disclosures.

OLG has released guidance on the financial reporting options councils must elect on transition to AASB 15. The guidance mandates:

- that councils adopt the modified retrospective approach on transition
- the practical expedients councils must/must not apply on transition
- the ongoing options within AASB 15 that councils must/must not apply.



### **AASB 1058 'Income of Not-for-Profit Entities'**

AASB 1058 provides guidance to help not-for-profit entities account for transactions conducted on non-commercial terms and the receipt of volunteer services. AASB 1058 may significantly impact the timing and amount of income recorded in councils' financial statements, particularly for grant income and rates which are paid before the commencement of the rating period.

AASB 1058 is effective for councils for the 2019–20 financial year.

Councils will need to consider AASB 1058 in conjunction with AASB 15 to determine how to record transactions.

To determine the applicable standard, the Council will need to:

- determine the fair value of assets provided to the Council, especially if it is on non-commercial terms (at significantly less than fair value)
- review existing and new grant agreements
- assess whether existing systems can capture key information requirements of the new standard
- consider the impact on reporting to stakeholders regarding the Council's financial position and performance
- ensure proper guidance is provided to the Internal Audit and Risk Committee.

The Council will need to keep detailed working papers evidencing how it has complied with the requirements of AASB 1058, such as working papers to support:

- key decisions and judgements made, for example which standard each revenue stream should be recognised under, whether grant agreements have sufficiently specific performance obligations, the fair value of assets received on non-commercial terms, fair value of volunteer services
- financial statement disclosures.

OLG has released guidance on the financial reporting options councils must elect on transition to AASB 1058. The guidance mandates:

- that councils adopt the modified retrospective approach on transition
- the practical expedients councils must/must not apply on transition
- the ongoing options within AASB 1058 that councils must/must not apply.

### **AASB 16 'Leases'**

AASB 16 changes the way lessees treat operating leases for financial reporting. With a few exceptions, operating leases will now be recorded in the Statement of Financial Position as a right of use (ROU) asset, with a corresponding liability. AASB 16 will result in more assets and liabilities being recorded in the Statement of Financial Performance and change the timing and pattern of expenses recorded in the Income Statement.

AASB 16 is effective for councils for the 2019–20 financial year.

To prepare for the changes, the Council will need to:

- review its current lease agreements
- ensure lease registers/databases are complete
- assess whether existing systems can capture key information requirements of the new standard
- consider the impact on reporting to stakeholders regarding the Council's financial position and performance
- ensure proper guidance is provided to the Internal Audit and Risk Committee.

The Council will need to keep detailed working papers evidencing how it has complied with the requirements of AASB 16, such as working papers to support:

- key decisions and judgements made, for example whether contracts contain a lease, its assessment of whether the Council is reasonably certain to exercise lease options, discount rate, fair value of peppercorn leases
- financial statement disclosures.

OLG has released guidance on the financial reporting options councils must elect on transition to AASB 16. The guidance mandates:

- that councils adopt the modified retrospective approach on transition
- the practical expedients councils must/must not apply on transition
- the ongoing options within AASB 16 that councils must apply.

#### **AASB 1059 'Service Concession Arrangements: Grantors'**

AASB 1059 provides guidance for public sector entities (grantors) who enter into service concession arrangements with private sector operators for the delivery of public services.

An arrangement within the scope of AASB 1059 typically involves a private sector operator designing, constructing or upgrading assets used to provide public services, and operating and maintaining those assets for a specified period of time (e.g. roads, prisons, hospitals and energy suppliers). In return, the private sector operator is compensated by the public sector entity.

AASB 1059 may result in councils recognising more service concession assets (SCAs) and liabilities in their financial statements. SCA and liabilities of service concession arrangements will be recognised earlier (when construction of the asset commences, rather than at its completion).

AASB 1059 is effective for councils for the 2020–21 financial year. The AASB deferred the effective date of AASB 1059 from 1 January 2019 to 1 January 2020 to assist stakeholders with their implementation efforts.

To prepare for the changes, the Council will need to:

- assess the terms and conditions of existing arrangements with private sector operators to assess whether they fall within the scope of AASB 1059 and meet the criteria for recognition as a SCA or whether they are a leasing or outsourcing arrangement
- develop an implementation plan to apply AASB 1059 if an arrangement falls within the scope of AASB 1059
- consider the impact on reporting to stakeholders regarding the Council's financial position and performance
- ensure proper guidance is provided to the Internal Audit and Risk Committee.

The Council will need to keep detailed working papers evidencing how it has complied with the requirements of AASB 1059, such as working papers to support:

- key decisions and judgements made, for example whether the arrangement falls within the scope of AASB 1059, the fair value of the SCA at the inception of the arrangement, determining the asset and service components of the arrangement, pattern of revenue recognition under the grant of a right to the operator model
- financial statement disclosures.

## APPENDIX THREE – RECENTLY TABLED AUDITOR-GENERAL'S REPORTS TO PARLIAMENT

Each year the Auditor-General produces Financial Audit, Performance Audit and Special Reports to Parliament. Recently tabled Reports which may be relevant to the Council include:

Name	Issued	Overview
<b>Financial Audit</b>		
Report on Local Government 2018	28 February 2019	This report focuses on the results of the financial statement audits of NSW councils in 2017–18. The report also provides guidance and includes recommendations to councils and the Office of Local Government, aimed at strengthening financial reporting, asset management and governance and internal controls.
Internal Controls and Governance 2018	30 October 2018	This report focuses on the internal controls and governance of the 40 largest NSW state government agencies. However, the matters covered in this report are relevant to all public sector entities. The report provides insights into the effectiveness of controls and governance processes across the NSW public sector and the Auditor-General's recommendations to help agencies improve internal controls and governance, and in turn deliver their services more effectively. It also reviews how agencies have progressed previous recommendations.
<b>Performance Audit</b>		
Shared services in local government	21 June 2018	<p>This report assesses how efficiently and effectively councils engage in shared service arrangements. We defined 'shared services' as two or more councils jointly managing activities to deliver services to communities or perform back-office functions.</p> <p>The audit surveyed all NSW local councils. Sixty-seven councils or 52 per cent of the 128 councils responded to the survey.</p> <p>The report highlights the key findings from the audit, the recommended practices for efficient and effective shared services and the recommendations for the Office of Local Government.</p>
Fraud controls in local councils	22 June 2018	<p>This report provides a sector-wide snapshot of how local councils manage the risk of fraud. The audit surveyed all NSW local councils against a model of better practice in fraud control. Eighty-three or 65 per cent of the 128 councils responded to the survey.</p> <p>The report highlights the key findings from the audit, the observations for the sector and the recommendations for the Office of Local Government.</p>

Name	Issued	Overview
<b>Special Reports</b>		
Performance audit insights Key findings from 2014–2018	29 June 2018	<p>This report contains our analysis of the key findings and recommendations from 61 performance audits tabled in the NSW Parliament between July 2014 and June 2018, spanning varied areas of government activity.</p> <p>The report highlights common issues and themes emerging from our performance audit findings to help State and local government entities learn from, and respond to challenges faced by different parts of government. We will also use this report to help determine areas of unaddressed risk across all parts of government and to shape our future audit priorities.</p>

A full list of our tabled Reports is available on the Audit Office [website](#).

## Professional people with purpose

### OUR VISION

Our insights inform and challenge government to improve outcomes for citizens.

### OUR MISSION

To help parliament hold government accountable for its use of public resources.

### OUR VALUES

**Purpose** – we have an impact, are accountable, and work as a team.

**People** – we trust and respect others and have a balanced approach to work.

**Professionalism** – we are recognised for our independence and integrity and the value we deliver.

Level 15, 1 Margaret Street  
Sydney NSW 2000 Australia

**PHONE** +61 2 9275 7100

**FAX** +61 2 9275 7200

[mail@audit.nsw.gov.au](mailto:mail@audit.nsw.gov.au)

Office hours: 8.30am-5.00pm,  
Monday to Friday.



[audit.nsw.gov.au](http://audit.nsw.gov.au)

**Table of Contents**

**page**

1. Responsible Accounting Officer's Statement 2
2. Income & Expenses Budget Review Statement's  
- Consolidated 3
3. Capital Budget Review Statement  
- Consolidated 4
4. Cash & Investments Budget Review Statement  
- Consolidated 5
5. Key Performance Indicator (KPI) Budget Review Statement  
a. Industry KPI's 7

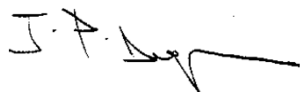
**Report by Responsible Accounting Officer**

The following statement is made in accordance with Clause 203(2) of the Local Government (General) Regulations 2005:

**31 March 2019**

It is my opinion that the Quarterly Budget Review Statement for New England Weeds Authority for the quarter ended 31/03/19 indicates that Council's projected financial position at 30/6/19 will be satisfactory at year end, having regard to the projected estimates of income and expenditure and the original budgeted income and expenditure.

**Signed:**



**date:**

9/04/2019

John Duggan  
Responsible Accounting Officer

## Income &amp; Expenses Budget Review Statement

Budget review for the quarter ended 31 March 2019

## Income &amp; Expenses - General Fund

(\$000's)	Original Budget 2018/19	Approved Changes		Revised Budget 2018/19	Variations for this Mar Qtr		Notes	Projected Year End Result	Actual YTD figures
		Carry Forwards							
<b>Income</b>									
User Charges and Fees	100,000	-		100,000	-			100,000	97,856
Interest and Investment Revenues	27,000	-		27,000	-			27,000	29,500
Other Revenues	2,000	-		2,000	-			2,000	7,550
Grants & Contributions - Operating	922,731	-		922,731	-			922,731	943,348
<b>Total Income from Continuing Operations</b>	<b>1,051,731</b>	-		<b>1,051,731</b>	-			<b>1,051,731</b>	<b>1,078,254</b>
<b>Expenses</b>									
Employee Costs	613,500	-		613,500	-			613,500	590,096
Materials & Contracts	174,200	-		174,200	-			174,200	83,517
Depreciation	89,000	-		89,000	-			89,000	-
Other Expenses	168,500	-		168,500	-			168,500	112,361
Net Loss from disposal of assets	5,000	-		5,000	-			5,000	
<b>Total Expenses from Continuing Operations</b>	<b>1,050,200</b>	-		<b>1,050,200</b>	-			<b>1,050,200</b>	<b>785,974</b>
 <b>Net Operating Result before Capital Items</b>	 <b>1,531</b>	-		 <b>1,531</b>	-			 <b>1,531</b>	 <b>292,280</b>



**Capital Budget Review Statement**

Budget review for the quarter ended 31 March 2019

**Capital Budget - make a choice >>>**

(\$000's)

**Capital Expenditure**

Renewal Assets (Replacement)

- Plant &amp; Equipment

**Total Capital Expenditure****Capital Funding**

Reserves:

- Internal Restrictions/Reserves

Receipts from Sale of Assets

- Plant &amp; Equipment

**Total Capital Funding****Net Capital Funding - Surplus/(Deficit)**

Original Budget 2018/19	Approved Changes		Revised Budget 2018/19	Variations for this Mar Qtr		Projected Year End Result	Actual YTD figures
	Carry Forwards				Notes		
117,000	-		117,000	-		117,000	109,658
<b>117,000</b>	-		<b>117,000</b>	-		<b>117,000</b>	<b>109,658</b>
66,000	-		66,000	-		66,000	66,000
51,000	-		51,000	-		51,000	43,658
<b>117,000</b>	-		<b>117,000</b>	-		<b>117,000</b>	<b>109,658</b>
-	-		-	-		-	-

**Cash & Investments Budget Review Statement**

Budget review for the quarter ended 31 March 2019

**Cash & Investments - Council Consolidated**

(\$000's)	Original Budget 2018/19	Approved Changes		Revised Budget 2018/19	Variations for this Mar Qtr	Notes	Projected Year End Result	Actual YTD figures
		Carry Forwards						
<b>Externally Restricted</b> <sup>(1)</sup>								
Unexpended Grants	713,000	94,000		807,000			807,000	657,452
<b>Total Externally Restricted</b>	<b>713,000</b>	<b>94,000</b>		<b>807,000</b>	-		<b>807,000</b>	<b>657,452</b>
(1) Funds that must be spent for a specific purpose								
<b>Internally Restricted</b> <sup>(2)</sup>								
Plant Reserve	170,531	32,000		202,531			202,531	92,873
<b>Total Internally Restricted</b>	<b>170,531</b>	<b>32,000</b>		<b>202,531</b>	-		<b>202,531</b>	<b>92,873</b>
(2) Funds that Council has earmarked for a specific purpose								
<b>Unrestricted</b> (ie. available after the above Restrictic	727,469	(126,000)		601,469	-		601,469	826,749
<b>Total Cash &amp; Investments</b>	<b>1,611,000</b>			<b>1,611,000</b>			<b>1,611,000</b>	<b>1,577,074</b>

**Cash & Investments Budget Review Statement**

**Investments**

Investments have been invested in accordance with Council's Investment Policy.

**Cash**

The Cash at Bank figure included in the Cash & Investment Statement totals \$1,577,074

This Cash at Bank amount has been reconciled to Council's physical Bank Statements.

---

**Key Performance Indicators Budget Review Statement - Industry KPI's (OLG)**

Budget review for the quarter ended 31 March 2019

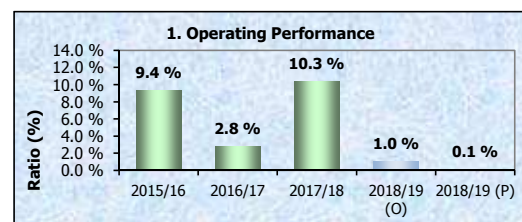
(\$000's)	Current Projection		Original Budget 18/19	Actuals Prior Periods	
	Amounts	Indicator		17/18	16/17
	18/19	18/19			

NSW Local Government Industry Key Performance Indicators (OLG):

**1. Operating Performance**

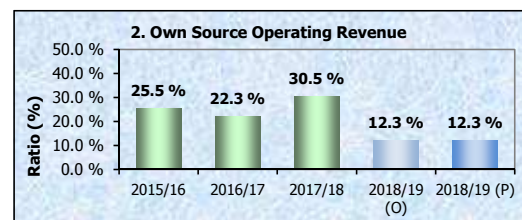
Operating Revenue (excl. Capital) - Operating Expenses	1531	0.1 %	1.0 %	10.3 %	2.8 %
Operating Revenue (excl. Capital Grants & Contributions)	1051731				

This ratio measures Council's achievement of containing operating expenditure within operating revenue.

**2. Own Source Operating Revenue**

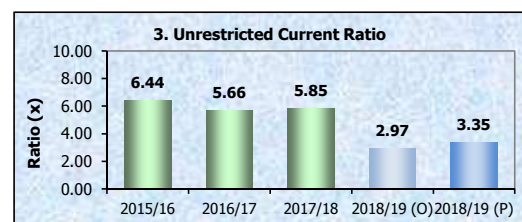
Operating Revenue (excl. ALL Grants & Contributions)	129000	12.3 %	12.3 %	30.5 %	22.3 %
Total Operating Revenue (incl. Capital Grants & Cont)	1051731				

This ratio measures fiscal flexibility. It is the degree of reliance on external funding sources such as operating grants &amp; contributions.

**3. Unrestricted Current Ratio**

Current Assets less all External Restrictions	804000	3.35	2.97	5.85	5.66
Current Liabilities less Specific Purpose Liabilities	240000				

To assess the adequacy of working capital and its ability to satisfy obligations in the short term for the unrestricted activities of Council.





## New England Weeds Authority

### POSITIONS VACANT

#### GENERAL MANAGER

Applications are invited from suitably qualified and experienced persons for the position of part time General Manager (11 hours per week).

Council is offering a twelve month performance based contract subject to renewal with a total remuneration package of approximately \$56,000 pa including superannuation and entitlements but excluding Long Service Leave provision.

The New England Weeds Authority is a County Council for the constituent Local Government areas of Armidale Regional, Uralla and Walcha. The Authority is responsible for administering the Biosecurity Act 2015 on behalf of these Councils.

Applicants should ensure that they address all the selection criteria individually in their application and include the names, addresses, and telephone numbers of three work related referees.

Applications for this position should be clearly marked confidential and addressed to

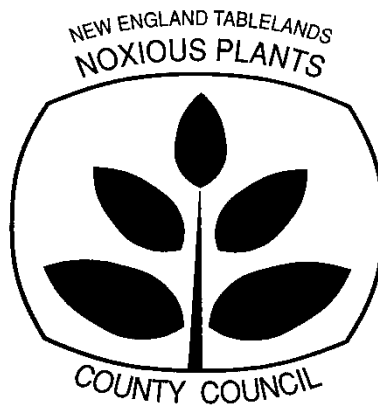
The Administration Manager  
New England Weeds Authority  
PO Box 881  
Armidale NSW 2350

Further questions can be directed to the Councils Chairman, Mark Disting on 0477 122 738

**Information packages** are available from the Admin Manager at NEWA on (02) 67703905.

**Applicants must ensure they have obtained a copy of this information prior to submitting an application.**

**Applications close at 12.00 noon on XXXXXXXX**



**NEW ENGLAND WEEDS AUTHORITY**  
**APPLICANT INFORMATION PACKAGE**

***POSITION OF GENERAL MANAGER***

## CONTENTS

- 1. Copy of Advertisement**
- 2. Position Description and Schedule B**
- 3. Standard Contract of Employment**  
General Managers of Local Councils in New South Wales  
Department of Local Government
- 4. NEWA Annual Report 2017/18**
- 5. NEWA Draft Operational Plan 2019/20**

**PERFORMANCE AGREEMENT**

**NEW ENGLAND WEEDS AUTHORITY GENERAL MANAGER**



**PERFORMANCE AGREEMENT**

**BETWEEN**

**NEW ENGLAND TABLELANDS (NOXIOUS PLANTS)  
COUNTY COUNCIL**

**AND**

**MR JOHN DUGGAN, ACTING GENERAL MANAGER**

**1 July 2018 to 30 June 2019**


Signed by Council  
Signed by the Employee

Date 16 October 2018  
Date 16 October 2018



Division of Local Government  
Department of Premier and Cabinet

# GUIDELINES FOR THE APPOINTMENT & OVERSIGHT OF GENERAL MANAGERS

An abstract graphic featuring a light blue background with white geometric shapes, including a large triangle and several lines, creating a modern, architectural feel.

July 2011

These are Director General's Guidelines issued pursuant to section 23A of the *Local Government Act 1993*.

## **ACCESS TO SERVICES**

The Division of Local Government, Department of Premier and Cabinet is located at:

Levels 1 & 2

5 O'Keefe Avenue  
NOWRA NSW 2541

Locked Bag 3015  
NOWRA NSW 2541

Phone 02 4428 4100

Fax 02 4428 4199

TTY 02 4428 4209

Level 9, 323 Castlereagh Street  
SYDNEY NSW 2000

Locked Bag A5045  
SYDNEY SOUTH NSW 1235

Phone 02 9289 4000

Fax 02 9289 4099

Email [dlg@dlg.nsw.gov.au](mailto:dlg@dlg.nsw.gov.au)

Website [www.dlg.nsw.gov.au](http://www.dlg.nsw.gov.au)

## **OFFICE HOURS**

Monday to Friday

8.30am to 5.00pm

(Special arrangements may be made if these hours are unsuitable)

All offices are wheelchair accessible.

## **ALTERNATIVE MEDIA PUBLICATIONS**

Special arrangements can be made for our publications to be provided in large print or an alternative media format. If you need this service, please contact our Executive Branch on 02 9289 4000.

## **DISCLAIMER**

While every effort has been made to ensure the accuracy of the information in this publication, the Division of Local Government, Department of Premier and Cabinet expressly disclaims any liability to any person in respect of anything done or not done as a result of the contents of the publication or the data provided.

© NSW Division of Local Government, Department of Premier and Cabinet 2011  
ISBN 1 920766 93 6

Produced by the Division of Local Government, Department of Premier and Cabinet



**Premier & Cabinet**  
Division of Local Government  
[www.dlg.nsw.gov.au](http://www.dlg.nsw.gov.au)

# TABLE OF CONTENTS

DEFINITIONS.....	4
PURPOSE.....	5
INTRODUCTION.....	5
A. STAFFING OF COUNCIL .....	6
1. ORGANISATION STRUCTURE .....	6
2. APPOINTMENT OF STAFF.....	6
B. RECRUITMENT AND SELECTION .....	7
1. REQUIREMENTS OF THE LOCAL GOVERNMENT ACT 1993 .....	7
2. THE PRE-INTERVIEW PHASE .....	7
3. INTERVIEW PHASE.....	8
4. SELECTION PANEL REPORT .....	8
5. FINALISING THE APPOINTMENT.....	9
C. ROLE OF THE GENERAL MANAGER.....	10
1. KEY DUTIES OF ALL GENERAL MANAGERS .....	10
2. DUTIES DELEGATED TO GENERAL MANAGERS.....	11
D. DAY-TO-DAY OVERSIGHT AND LIAISON WITH THE GENERAL MANAGER .....	13
E. PERFORMANCE MANAGEMENT .....	14
1. GENERAL MANAGER PERFORMANCE MANAGEMENT FRAMEWORK .....	14
2. ESTABLISHING THE FRAMEWORK FOR PERFORMANCE MANAGEMENT .....	14
3. ESTABLISHING THE PERFORMANCE AGREEMENT .....	16
4. PERFORMANCE REVIEW PROCESS .....	16
5. CONTRACT RENEWAL OR SEPARATION .....	17
6. REWARD AND REMUNERATION .....	17
F. SEPARATION OR RENEWAL .....	18
1. TERMINATION OF A GENERAL MANAGER'S EMPLOYMENT.....	18
2. SUSPENSION OF GENERAL MANAGER .....	18
3. DISPUTE RESOLUTION.....	19
4. RENEWING A GENERAL MANAGER'S CONTRACT .....	19
APPENDIX 1 - PERFORMANCE MANAGEMENT TIMELINES.....	21
APPENDIX 2 - STAGES OF PERFORMANCE MANAGEMENT .....	22
APPENDIX 3 – STANDARD CONTRACT OF EMPLOYMENT .....	23

## DEFINITIONS

**Code of Meeting Practice** means a code of meeting procedure complying with requirements set out in the *Local Government Act 1993* and the Local Government (General) Regulation 2005

**GIPA** means the *Government Information (Public Access) Act 2009*

**Integrated Planning and Reporting:**

**Integrated Planning and Reporting Guidelines** means the Guidelines issued by the Division of Local Government in 2009

**Community Strategic Plan** as prescribed under the *Local Government Act 1993*

**Delivery Program** as prescribed under the *Local Government Act 1993*

**Operational Plan** as prescribed under the *Local Government Act 1993*

**Resourcing Strategy** as prescribed under the *Local Government Act 1993*

**LGSA** means the Local Government and Shires Associations of NSW

**LGMA** means Local Government Managers Australia (NSW)

**Model Code of Conduct** means the Model Code of Conduct for Local Councils in NSW prescribed by the *Local Government Act 1993*

**Ministerial Investment Order** means any investment order approved by the Minister for Local Government under the *Local Government Act 1993*

**Quarterly Budget Review Statements** means the draft Guidelines issued by the Division of Local Government in October 2010

**Senior Staff** means senior staff as defined by the *Local Government Act 1993*

**Standard Contract** means the standard form of contract for the employment of the general manager approved by the Director General (or delegate) pursuant to section 338(4) of the *Local Government Act 1993*

**Statutory and Other Offices Remuneration Tribunal** means the Statutory and Other Offices Remuneration Tribunal (SOORT) as constituted under the *Statutory and Other Offices Remuneration Act 1975*

**The Act** means the *Local Government Act 1993*

**The Regulation** means the Local Government (General) Regulation 2005

## PURPOSE

The purpose of these Guidelines is to assist councillors to be aware of their obligations under the *Local Government Act 1993* (the Act) and the Local Government (General) Regulation 2005 (the Regulation) when recruiting, appointing, reappointing and overseeing general managers. It provides a summary of the essential matters that must be addressed by councils when engaging in these processes.

These Guidelines are issued under section 23A of the *Local Government Act 1993* and must be taken into consideration by council's governing body when exercising council functions related to the recruitment, oversight and performance management of general managers.

These Guidelines should be read in conjunction with the following:

- Provisions of the Act and the Regulation 2005
- Local Government General Managers Performance Management Guidelines – LGSA & LGMA
- Practice Note 5: Recruitment of General Managers and Senior Staff – DLG
- The standard form of contract for the employment of the general manager

Any references to sections are references to sections of the Act. Where there are any inconsistencies between these Guidelines and the documents above (with the exception of the Act and Regulation 2005), the Guidelines prevail.

## INTRODUCTION

The position of general manager is pivotal in a council. It is the interface between the governing body comprised of elected councillors, which sets the strategy and monitors the performance of the council, and the administrative body of the council, headed by the general manager, which implements the decisions of the governing body. The relationship between the general manager and the councillors is of utmost importance for good governance and a well functioning council.

The Act requires all councils' governing bodies to appoint a person to be general manager (section 334). The Guidelines provide a guide and checklist for councillors to refer to when considering:

- the recruitment and appointment of general managers
- re-appointment of general managers or ending contracts
- conducting performance reviews of general managers, and
- engaging in the day to day oversight of general managers.

They are designed to promote a consistent approach across NSW councils to the recruitment, appointment, and oversight of general managers.

There are appendices to the Guidelines which do not form part of the Guidelines.

These Guidelines were prepared with the assistance of the Local Government and Shires Associations of NSW (LGSA) and the Local Government Managers Association (NSW) (LGMA).

## **A. STAFFING OF COUNCIL**

### **1. *Organisation structure***

A council should have sufficient and appropriately qualified staff for the efficient and effective delivery of its functions.

The Act requires the governing body of council to determine an organisation structure, the senior staff positions within that structure and the resources to be allocated towards the employment of staff (s332).

When considering the most appropriate organisation structure for council to adopt, the governing body of council needs to consider what human resources are necessary to successfully achieve the goals articulated in the council's Community Strategic Plan, Delivery Program and Resourcing Strategy. For this reason, a Workforce Strategy is an essential component of a council's Resourcing Strategy. A council's organisation structure should align with its Workforce Strategy and be designed to support its Delivery Program and the achievement of its Community Strategic Plan.

The governing body of council must approve and adopt their organisation structure by council resolution. Councils must review and re-determine the council's organisation structure within 12 months of an ordinary election.

Councils may review and re-determine the council's organisation structure at any other time. Generally a council should consider reviewing its organisation structure in the event of a significant change to its Community Strategic Plan, Delivery Program or Resourcing Strategy.

Councillors are entitled to access the council's organisation structure when required and upon request to the general manager.

### **2. *Appointment of Staff***

The only staff position that is appointed by the governing body of council is that of the general manager. The position of general manager is a senior staff position (s334).

The general manager is responsible for the appointment of all other staff (including senior staff) in accordance with the organisation structure and resources approved by the council's governing body (s335(2)).

However, the general manager may only appoint or dismiss senior staff after consultation with the governing body of council (s337).

## **B. RECRUITMENT AND SELECTION**

### **1. *Requirements of the Local Government Act 1993***

As with the appointment of all council staff, the council must ensure that the appointment of the general manager is made using merit selection principles (section 349).

Recruitment using merit selection is a competitive process where the applicant who demonstrates that they have the best qualifications and experience relevant to the position is appointed.

Equal Employment Opportunity principles also apply to the recruitment of general managers (sections 349 and 344).

The recruitment process must be open and transparent, but the confidentiality of individual applicants must be maintained. A failure to maintain appropriate confidentiality may constitute a breach of the Act and/or Privacy legislation.

### **2. *The pre-interview phase***

The council's governing body is responsible for recruiting the general manager.

The governing body of council should delegate the task of recruitment to a selection panel and approve the recruitment process. The panel will report back to the governing body of council on the process and recommend the most meritorious applicant for appointment by the council.

The selection panel should consist of at least the mayor, the deputy mayor, another councillor and, ideally, a suitably qualified person independent of the council. The LGSA and the LGMA can be contacted for assistance to identify suitable independent recruitment committee members and recruitment consultants. The selection panel membership should remain the same throughout the entire recruitment process.

Selection panels must have at least one male and one female member (other than in exceptional circumstances).

The council's governing body should delegate to one person (generally the mayor) the task of ensuring:

- the selection panel is established
- the general manager position description is current and evaluated in terms of salary to reflect the responsibilities of the position
- the proposed salary range reflects the responsibilities and duties of the position
- the position is advertised according to the requirements of the Act
- information packages are prepared
- applicants selected for interview are notified.

The mayor, or another person independent of council staff, should be the contact person for the position and should maintain confidentiality with respect to contact by potential applicants.

### **3. Interview Phase**

Interviews should be held as soon as possible after candidates are short listed.

Questions should be designed to reflect the selection criteria of the position and elicit the suitability of the candidate for the position.

Interviews should be kept confidential.

All written references must be checked.

A selection panel must delegate the task of contacting referees to one panel member. Other panel members should not contact referees.

If contact with someone other than a nominated referee is required, the applicant's permission is to be sought.

At least 2 referees must be contacted and asked questions about the candidate relevant to the selection criteria.

Where tertiary qualifications are relied on they should be produced for inspection and if necessary for verification.

Appropriate background checks must be undertaken, for example bankruptcy checks. For more guidance on better practice recruitment background checks, councils are referred to the Australian Standard AS 4811-2006 *Employment Screening* and ICAC publications, which can be found on the ICAC website at <http://www.icac.nsw.gov.au>.

### **4. Selection Panel Report**

The selection panel is responsible for preparing a report to the council's governing body that:

- outlines the selection process
- recommends the most meritorious applicant with reasons
- recommends an eligibility list if appropriate
- recommends that no appointment is made if the outcome of interviews is that there are no suitable applicants.

This report should be confidential and reported to a closed meeting of council.

The council's governing body must by resolution approve the position of the general manager being offered to the successful candidate before that position is actually offered to that candidate.



## **5. *Finalising the appointment***

The mayor makes the offer of employment after the governing body of council has resolved to appoint the successful candidate. The initial offer can be made by telephone.

Conditions such as term of the contract (1-5 years) and remuneration package (within the range approved by the governing body of council) can be discussed by phone, but must be confirmed in writing.

The Standard Contract for the Employment of General Managers as approved by the Chief Executive of the Division of Local Government must be used. The Standard Contract (Annexure 3 of these Guidelines) is available in the 'Information for Councils', 'Directory of Policy Advice for Councils' section of the Division's website at <http://www.dlg.nsw.gov.au>.

The terms of the Standard Contract must not be varied. Only the term and the schedules to the Standard Contract can be individualised.

General managers must be employed for 1 – 5 years.

The contract governs:

- the duties and functions of general managers
- performance agreements
- the process for renewal of employment contracts
- termination of employment and termination payments
- salary increases
- leave entitlements.

It should be noted that the Chief Executive of the Division of Local Government cannot approve individual variations to the standard terms of the contract.

Those candidates who are placed on the eligibility list and unsuccessful applicants should be advised of the outcome of the recruitment process before the successful applicant's details are made public.

## **6. *Record keeping***

Councils should keep and store all records created as part of the recruitment process including the advertisement, position description, selection criteria, questions asked at interview, interview panel notes, selection panel reports and notes of any discussions with the selected candidate. These records are required to be stored and disposed of in accordance with the *State Records Act 1998*.

## **C. ROLE OF THE GENERAL MANAGER**

Councillors comprise the governing body of a council and make decisions by passing resolutions. It is the general manager's role to implement council decisions and carry out functions imposed by legislation. A council's governing body monitors the implementation of its decisions via reports by the general manager to council meetings.

### **1. *Key duties of all general managers***

The general manager is generally responsible for the effective and efficient operation of the council's organisation and for ensuring the implementation of the council's decisions without undue delay. The general manager carries out all their functions within the guidelines and policy framework approved by the council.

The general manager also has a role to play in assisting the governing body of council develop its strategic direction. The general manager is responsible for guiding the preparation of the Community Strategic Plan and the council's response to it via the Delivery Program. The general manager is responsible for implementing the Delivery Program and will report to the governing body of council on its progress and conduct regular updates and reviews.

The general manager is responsible for recruiting and appointing staff within the organisation structure determined by the governing body of council. This must be in accordance with the budget approved by the council's governing body and be for the purpose of carrying out the council's statutory functions and implementing council's Community Strategic Plan, Delivery Program and Operational Plan.

The general manager must consult with the governing body of council before appointing or dismissing senior staff. The general manager must report to the council at least annually on the contractual conditions of senior staff (cl.217 of the Regulation).

The general manager is responsible for performance management of staff, including staff discipline and dismissal.

The general manager is also responsible for ensuring councillors are provided with information and the advice they require in order to make informed decisions and to carry out their civic duties.

The governing body of council may direct the general manager to provide councillors with advice or a recommendation, but cannot direct as to the content of that advice or recommendation.

Generally, requests by councillors for assistance or information should go through the general manager, except where he or she has authorised another council officer to undertake this role. The Guidelines for the Model Code of Conduct contemplate that a council should develop a policy to provide guidance on interactions between council officials. This policy should be agreed to by both the council's governing body and the general manager.

Councillors could reasonably expect general managers will report routinely on significant industrial issues and/or litigation affecting the council, particularly those that impact on the council's budget or organisation structure.

The general manager should ensure that the council meeting business papers are sufficient to enable the council to make informed decisions, as well as to allow councillors to properly monitor and review the operations of the council. This will assist councils in ensuring that they are complying with any relevant statutory obligations, keeping within the budget approved by the council and achieving the strategic goals set by the council in its Delivery Program and Operational Plan.

Councillors should receive a number of financial reports during the year, including the Quarterly Budget Review Statements included in the Code of Accounting Practice and Financial Reporting and which are referred to in the draft Quarterly Budget Review Statements Guidelines, reports required by the Regulation and any legislation. In addition, the council should receive at least quarterly a report about any significant litigation affecting the council.

Councillors should also receive reports, at least half yearly, on progress towards implementation of the Community Strategic Plan and Delivery Program (see clause 203 of the Regulation or page 20 of the Integrated Planning and Reporting Guidelines).

Clause 10 of the Model Code of Conduct sets out the obligations on general managers and council staff to provide councillors with information in order for councillors to carry out their civic functions.

Councillors have a right to sufficient information to make informed decisions. Applications for information under the *Government Information (Public Access) Act 2009* (GIPAA) are available to everyone including councillors.

## **2. *Duties delegated to general managers***

A governing body of council may delegate certain functions to the general manager. A delegation of a council function must be made by a council resolution (Chapter 12 Part 3 ss 377-381 of the Act).

A governing body of council cannot delegate the functions set out in section 377(1) of the Act.

A council's governing body may not delegate the adoption of a Code of Meeting Practice, a Code of Conduct, or the endorsement of Community Strategic Plans, Resourcing Strategies, Delivery Programs and Operational Plans.

Each governing body of council must review its delegation of functions during the first 12 months of each term of office (s.380). To assist with this review, it is recommended that, within the first 6 months of the new term, the governing body of council reviews what functions have been delegated and to whom they have been delegated to determine if the delegation and the policies guiding those delegated decisions have been working effectively.

It should be noted that the general manager may sub-delegate a function delegated to him/her by the governing body of council (s378). However, the general manager still retains responsibility to ensure that any sub-delegated function is carried out appropriately.

Where functions are delegated to the general manager to perform on behalf of a governing body of council, it is important for the governing body of council to ensure there are policies in place to guide the decision making. The governing body of council should keep policies guiding the delegated decisions under regular review.

For example, where media liaison is delegated to the general manager, the governing body of council should adopt a media policy to guide statements to the media.

It is important that council's governing body ensure that proper records are kept of applications that are determined under delegation and that there is regular reporting on the implementation of delegated functions. This is essential so that council's governing body can be provided with assurance that the delegated function is being undertaken in accordance with any relevant council policies and regulatory framework, eg, development application decisions.

The council's internal audit function is another important internal control to ensure that delegated functions are complying with relevant policy and legislation. A well designed internal audit program should give council independent assurance that council's internal controls are working effectively.

Where authority to make a decision is delegated this does not remove a council's authority to make a decision.

Matters that fall outside the terms of a council policy, delegation, or day to day management (section 335), should be referred to the governing body of council for a decision.

## **D. DAY-TO-DAY OVERSIGHT AND LIAISON WITH THE GENERAL MANAGER**

Council's governing body is required to monitor and review the performance of the general manager as discussed in Section C, above. However, a council's governing body should delegate to the mayor the role of day-to-day oversight of and liaison with the general manager.

The mayor's role in the day-to-day management of the general manager should include:

- approving leave
- approving expenses incurred
- managing complaints about the general manager.

The council's governing body should ensure there are adequate and appropriate policies in place to guide the mayor in the day-to-day oversight of and liaison with the general manager and keep those policies under regular review.

Some of the key policies the governing body of council should have in place relate to:

- leave
- travel
- credit cards
- purchasing and procurement
- expenses and facilities
- petty cash
- financial and non-financial delegations of authority.

The governing body of council should also ensure there are adequate policies in place with respect to expenditure of council funds, as well as adequate reporting requirements in relation to that expenditure.

The council's governing body should satisfy itself that any policy governing the conferral of a benefit on the general manager, such as use of a motor vehicle, allows the actual dollar value of that benefit to be quantified so it can be accurately reflected in the general manager's salary package in Schedule C to the Standard Contract.

Within 6 months of the date of these Guidelines, council's governing body should check to ensure these key policies are in place. They should then be kept under regular review.

## **E. PERFORMANCE MANAGEMENT**

### **1. *General manager performance management framework***

The general manager is made accountable to their council principally through their contract of employment.

The role of the governing body is to oversee the general manager's performance in accordance with the Standard Contract.

The performance of the general manager must be reviewed at least annually against the agreed performance criteria for the position. Council may also choose to undertake more frequent interim reviews of the general manager's performance.

The agreed performance criteria are set out in an agreement that is signed within three months of the commencement of the contract. Development of the performance agreement is discussed below.

### **2. *Establishing the framework for performance management***

The council's governing body is to establish a performance review panel and delegate the task of performance reviews of the general manager to this panel. The extent of the delegation should be clear.

It is recommended that the whole process of performance management be delegated to the performance review panel, including discussions about performance, any actions that should be taken and the determination of the new performance agreement.

Performance review panels should comprise the mayor, the deputy mayor, another councillor nominated by council and a councillor nominated by the general manager. The council's governing body may also consider including an independent observer on the panel. Panel members should be trained in the performance management of general managers.

The role of the review panel includes:

- conducting performance reviews
- reporting the findings and recommendations of those reviews to council
- development of the performance agreement.

The governing body of council and the general manager may agree on the involvement of an external facilitator to assist with the process of performance appraisal and the development of new performance plans. This person should be selected by the governing body of council or the performance review panel. The LGSA and the LGMA can be contacted for assistance to identify suitable independent facilitators to assist in the performance management process.

All councillors not on the panel can contribute to the process by providing feedback to the mayor on the general manager's performance.

All councillors should be notified of relevant dates in the performance review cycle and be kept advised of the panel's findings and recommendations.

The panel should report back to the governing body of council in a closed session the findings and recommendations of its performance review as soon as practicable following any performance review. This should not be an opportunity to debate the results or re-enact the performance review of the general manager. The general manager should not be present when the matter is considered.

The performance management report of any council staff member, including the general manager, should not be released to the public and should be retained on the appropriate confidential council employment file. Release of such personal information to other than the Performance Review Panel, the general manager and the councillors in confidence may be a breach of privacy legislation.

### **3. *Establishing the performance agreement***

The performance agreement is the most important component of successful performance management. The performance agreement should include clearly defined and measurable performance indicators against which the general manager's performance can be measured.

As one of the general manager's key responsibilities is to oversee the implementation of council's strategic direction, it is important to align the general manager's performance criteria to the goals contained in the council's Community Strategic Plan, Resourcing Strategy, Delivery Program and Operational Plan.

The performance agreement should also include the general manager's personal contribution to the council's key achievements and the general manager's core capabilities, including leadership qualities.

The performance agreement should contain but not be limited to key indicators that measure how well the general manager has met the council's expectations with respect to:

- service delivery targets from the council's Delivery Program and Operational Plan;
- budget compliance;
- organisational capability;
- timeliness and accuracy of information and advice to councillors;
- timely implementation of council resolutions;
- management of organisational risks;
- leadership etc.

### **4. *Performance Review Process***

The Standard Contract requires that the performance of the general manager must be formally reviewed at least annually. The governing body of council may also undertake interim performance reviews as appropriate.

The assessment should include:

- self assessment by the general manager
- assessment by the review panel of the general manager's performance against the performance agreement.

The performance review meeting should be scheduled with sufficient notice to all parties and in accordance with clauses 7.6 and 7.7 of the Standard Contract.

The meeting should concentrate on constructive dialogue about the general manager's performance against all sections of the agreed performance plan.

The meeting should identify any areas of concern and agree actions to address those concerns.

In undertaking any performance review, care must be taken to ensure that the review is conducted fairly and in accordance with the principles of natural justice and that the laws and principles of anti-discrimination are complied with. The



appointment by a council, in agreement with the general manager, of an external facilitator (see above) to advise on the process should assist council in complying with these laws and principles.

The council's governing body must advise the general manager, in writing, in clear terms, the outcome of any performance review.

The new performance agreement for the next period should be prepared as soon as possible after the completion of the previous period. The agreement should be presented to the governing body of council for discussion in a closed meeting together with the outcomes of the previous review period.

## **5. *Contract Renewal or Separation***

It is important that any decision by the governing body of council to renew a contract for the general manager and the term of that contract be reported back to an open meeting of council, together with the total amount of any salary package agreed to.

Termination of a contract on the basis of poor performance can only occur where there has been a formal review undertaken against the signed performance agreement where performance difficulties were identified and have not subsequently been remedied. For further discussion on separation or renewal of general managers' contracts, see section F, below.

## **6. *Reward and Remuneration***

An annual increase in the salary package, equivalent to the latest percentage increase in remuneration for senior executive office holders as determined by the Statutory and Other Offices Remuneration Tribunal, is available to the general manager under the Standard Contract on each anniversary of the contract.

Discretionary increases to the general manager's total remuneration package under the provisions of the Standard Contract may only occur after a formal review of the general manager's performance has been undertaken by the governing body of council and the governing body of council resolves to grant such a discretionary increase because of better than satisfactory performance.

Discretionary increases are intended to be an incentive for general managers to perform at their maximum throughout the life of the contract. Discretionary increases are also intended to encourage contracts of the maximum duration.

Any discretionary increases should be modest and in line with community expectations.

All discretionary increases in remuneration, together with the reasons for the increase, must be reported to an open meeting of council.

## **F. SEPARATION OR RENEWAL**

### **1. *Termination of a general manager's employment***

The Standard Contract for general managers sets out how a general manager's contract can be terminated before its expiry date by either the governing body of council or the general manager (clause 10 of the Standard Contract).

Termination can be by agreement of both parties. The general manager may terminate the contract by giving 4 weeks written notice to the governing body of council.

A governing body of council may terminate the contract by giving 4 weeks written notice where the general manager has become incapacitated for 12 weeks or more, has exhausted their sick leave and the duration of the incapacity is either indefinite or for a period that would make it unreasonable for the contract to be continued.

Termination of a contract on the basis of poor performance may only occur where there has been a formal review undertaken against the signed performance agreement, where performance difficulties have been identified and have not been remedied as agreed. In these instances, the council must give the general manager either 13 weeks written notice of termination or termination payment in lieu of notice calculated in accordance with Schedule C of the Standard Contract.

A governing body of council may terminate the general manager's contract at any time by giving the general manager 38 weeks written notice or pay the general manager a lump sum of 38 weeks remuneration in accordance with Schedule C of the Standard Contract. If there are less than 38 weeks left to run in the term of the general manager's contract, a council can pay out the balance of the contract in lieu of notice.

In the circumstances set out at 10.4 of the Standard Contract, a council may summarily dismiss a general manager. The remuneration arrangements under these circumstances are set out in clause 11.4 of the Standard Contract.

Section 336 (2) of the Act sets out other circumstances where a general manager's appointment is automatically terminated.

### **2. *Suspension of General Manager***

The governing body of council may suspend the general manager. However, great caution should be exercised when considering such a course of action and it would be appropriate for a governing body of council to seek and be guided by expert advice from a person or organisation that is suitably qualified and experienced in such matters. The governing body may authorise the Mayor to obtain such expert advice.

Suspension should be on full pay for a clearly defined period.

Any decision to suspend a general manager should be taken by a governing body of council at a closed council meeting, having first carefully considered any independent expert advice obtained on the specific matter.

It would not be appropriate to seek advice from council human resources staff on the issue of suspending the general manager.

The principals of natural justice and procedural fairness apply to any decision to suspend a general manager, ie, the general manager must be advised of the circumstances leading to the suspension, the reasons for the suspension, the period of the suspension and be given a right to respond to the decision to suspend.

### **3. *Dispute resolution***

The Standard Contract contains a dispute resolution clause at clause 17.

These provisions are designed to encourage councils and general managers to attempt to negotiate agreement on disputes where they arise.

The governing body of council should ideally resolve to delegate this function to the mayor or a panel of 3 councillors including the mayor.

If the dispute involves the mayor then the deputy mayor should take the mayor's place. If there is no deputy mayor then the governing body should resolve to appoint another councillor to take the mayor's place.

The governing body of council and general manager should agree on an independent mediator to mediate the dispute. The LGSA and LGMA can provide assistance to their members to identify a suitable mediator.

The Standard Contract allows the Chief Executive of the Division of Local Government to appoint a mediator where the parties cannot agree on one.

### **4. *Renewing a general manager's contract***

Clause 5 of the Standard Contract describes how a general manager's appointment may be renewed.

The terms of the new contract, and in particular the schedules to the new contract, should be set out in the letter of offer. Before offering a new contract, the council should carefully review the terms of the schedules to the new contract.

The governing body of council should ensure that the performance management terms of the new contract adequately reflect its expectations as to the general manager's performance.

The governing body of council should also have regard to the previous performance reviews conducted under previous contracts.

The process of deciding whether or not to offer a general manager a new contract should be that:

- a performance review is conducted
- findings and recommendations are reported to a closed council meeting in the absence of the general manager
- the closed meeting considers and decides whether or not to offer a new contract and on what terms as set out in the schedules to the contract
- the general manager is then advised of the governing body of council's decision in confidence by the mayor.

Details of the decision to offer a new contract and a salary package should be reported to an open council meeting.

## Appendix 1 - Performance Management Timelines

Timeline	Activity	Responsibility
At commencement of each new council	Provide induction training on performance management of the general manager	Council
Within 3 months of the commencement date of the contract	A performance agreement setting out agreed performance criteria must be signed between the general manager and the council	Council or council panel General Manager
Within 2 months of the signing of the performance agreement	The general manager must prepare and submit to council an action plan which sets out how the performance criteria are to be met	General Manager
21 days notice (before annual review)	The general manager gives the council written notice that an annual performance review is due	General Manager
At least 10 days notice	The council must give the general manager written notice that any performance review is to be conducted	Council or council panel
After 6 months	The council may also decide, with the agreement of the general manager, to provide interim feedback to the general manager midway through the annual review period	Council or council panel General Manager
Prior to the annual review	Ensure all councillors on the Review Panel have been trained in performance management of general managers	Council
Prior to the annual performance review	The general manager may submit to council a self assessment of his/her performance	General Manager
Annually	The general manager's performance must be reviewed having regard to the performance criteria in the agreement	Council or council panel General Manager
Annually	The performance agreement must be reviewed and varied by agreement	Council or council panel General Manager
Within 6 weeks of the conclusion of the performance review	Council will prepare and send to the general manager a written statement with council's conclusions on the general manager's performance during the performance review period	Council or council panel
As soon as possible after receipt of the statement	The general manager and the council will agree on any variation to the performance agreement for the next period of review	Council or council panel General Manager

## Appendix 2 - Stages of performance management

STAGE	ACTION	PROCESS
1. Developing performance agreement	<ul style="list-style-type: none"> <li>Examine the position description and contract</li> <li>List all position responsibilities from the position description</li> <li>Identify stakeholder expectations</li> <li>List the key strategic objectives from the Service Delivery and Operational Plans</li> <li>Develop performance measures (identify indicators - set standards)</li> </ul>	<ul style="list-style-type: none"> <li>Good planning</li> <li>Direct and effective communication</li> <li>Open negotiation</li> <li>Joint goal setting</li> </ul>
2. Action planning	<ul style="list-style-type: none"> <li>Develop specific strategies to meet strategic objectives</li> <li>Identify resources</li> <li>Delegate tasks (eg, put these delegated tasks into the performance agreements for other senior staff)</li> </ul>	<ul style="list-style-type: none"> <li>Detailed analysis</li> <li>Two way communication</li> <li>Detailed documentation</li> </ul>
3. Monitoring progress (feedback half way through the review period)	<ul style="list-style-type: none"> <li>Assess performance</li> <li>Give constructive feedback</li> <li>Adjust priorities and reset performance measures if appropriate</li> </ul>	<ul style="list-style-type: none"> <li>Communication</li> <li>Avoid bias</li> <li>Counselling</li> <li>Coaching</li> <li>Joint problem solving</li> </ul>
4. Annual	<ul style="list-style-type: none"> <li>Assess performance against measures</li> <li>Give constructive feedback</li> <li>Identify poor performance and necessary corrective action</li> <li>Identify outstanding performance and show appreciation</li> </ul>	<ul style="list-style-type: none"> <li>Evaluation of the reasons behind performance being as assessed</li> <li>Open, straightforward communication (as bias free as possible)</li> <li>negotiation</li> <li>Counselling, support, training</li> <li>Documenting</li> <li>Decision making</li> </ul>
5. Developing revised agreement	See stage 1	See Stage 1

---

## **Appendix 3 – Standard Contract of Employment**

# **STANDARD CONTRACT OF EMPLOYMENT**

**for**

**GENERAL MANAGERS OF LOCAL  
COUNCILS IN NEW SOUTH WALES**

Acknowledgements

---

## TABLE OF CONTENTS

CLAUSE	PAGE NO
1. Position	4
2. Term of employment	4
3. Definitions	5
4. Contract operation and application	6
5. Renewal of appointment	7
6. Duties and functions	7
7. Performance agreement and review	10
8. Remuneration	11
9. Leave	12
10. Termination	14
11. Termination payments	16
12. Expenses and credit cards	17
13. Intellectual property	17
14. Confidential information	18
15. Waiver	18
16. Inconsistency and severance	18
17. Dispute resolution	18
18. Service of notices	19
19. Variations	20
20. Other terms and conditions	20
21. Signed by the employee and Council	21
Schedule A	22
Schedule B	23
Schedule C	24



---

## Contract of Employment

This Contract of Employment is made on

Date \_\_\_\_\_

**between**

Name of Council \_\_\_\_\_

*[Referred to in this contract as "Council"]*

Address \_\_\_\_\_

**and**

Name of Employee \_\_\_\_\_

*[Referred to in this contract as "the employee"]*

Address \_\_\_\_\_

---

## 1 Position

The position to which this contract applies is that of General Manager.

**Note: A person who has held civic office in relation to Council must not be appointed to any paid position on the staff of Council within 6 months after ceasing to hold the office: section 354 of the Act.**

## 2 Term

Subject to the terms and conditions in this contract, Council will employ the employee for a term of:

[*Length of term*] \_\_\_\_\_  
\_\_\_\_\_

**Note: The term of this contract must not be less than 12 months or more than 5 years (including any option for renewal): section 338 of the Act.**

commencing on [*date*] \_\_\_\_\_

and terminating on [*date*] \_\_\_\_\_

---

### 3 Definitions

3.1 In this contract, unless otherwise stated or indicated:

**the Act** means the *Local Government Act 1993*.

**Code of conduct** means the document within the meaning of section 440 of the Act adopted by Council and which incorporates the provisions of the model code.

**Commencement date** means the date that this contract commences as specified in clause 2.

**Confidential information** means any and all confidential information, data, reports, operations, dealings, records, materials, plans, statistics, finances or other agreements and things (other than that which is already in the public domain), whether written or oral and of whatever type or nature relating to property, assets, liabilities, finances, dealings or functions of Council or any undertaking from time to time carried out by Council.

**Director-General** means the Director-General of the New South Wales Department of Local Government.

**Equal employment opportunity management plan** means the document a council must prepare under Part 4 of Chapter 11 of the Act.

**Minister** means the New South Wales Minister for Local Government.

**Model code** means the Model Code of Conduct for Local Councils in NSW prescribed by the Regulation.

**Month** means a calendar month.

**Performance agreement** means the agreement referred to in clause 7.

**Performance criteria** means the criteria to which a performance review is to have regard.

**Performance review** means a review of the employee's performance conducted in accordance with the procedures under clause 7.

**the position** means the position referred to in clause 1.

**the Regulation** means the *Local Government (General) Regulation 2005*.

**Senior executive office holder (New South Wales Public Service)** means the holder of a senior executive position within the meaning of the *Public Sector Employment and Management Act 2002*.

**Statutory and Other Officers Remuneration Tribunal** means the Statutory and Other Officers Tribunal constituted under the *Statutory and Other Officers Remuneration Act 1975*.

**Termination date** means the date that this contract terminates as specified in clause 2.

3.2 Expressions in this contract corresponding with expressions that are defined in the Act have those meanings.

---

## 4 Contract operation and application

- 4.1 This contract constitutes a contract of employment for the purposes of section 338 of the Act, and governs the employment of the employee while in the position.
- 4.2 A reference in this contract to any Act or regulation, or any provision of any Act or regulation, includes a reference to subsequent amendments of that Act, regulation or provision.
- 4.3 A reference to a Schedule to this contract refers to a Schedule as may be varied in accordance with this contract, and applies whether or not the Schedule has been physically attached to this contract.
- 4.4 Where the mayor or any other person is lawfully authorised to act as Council or Council's delegate for the purpose of this contract, this contract will be construed as if:
- (a) any reference to Council includes a reference to that authorised person, and
  - (b) any reference to a requirement for Council's approval includes a reference to a requirement for that authorised person's written approval,
- 4.5 Any staff entitlement under a lawful policy of Council as adopted by Council from time to time and that is set out in Schedule A will apply to the employee unless this contract makes express provision to the contrary. Schedule A may be varied from time to time by agreement between the employee and Council, such agreement not to be unreasonably withheld.

**Note: Only those policies that create entitlements are to be set out in Schedule A. Schedule A policies are distinct from those which create a *duty or function* as referred to in subclause 6.1.4 and which are *not* required to be set out in Schedule A.**

- 4.6 Subject to clauses 7 and 13, the terms of this contract, as varied from time to time in accordance with this contract, represent the entire terms of all agreements between the employee and Council and replace all other representations, understandings or arrangements made between the employee and Council that relate to the employment of the employee in the position.

**Note: The contract authorises the making of agreements that are linked to the contract. Clause 7 requires the parties to sign a performance agreement. Clause 13 allows either party to require the other to sign a confidentiality agreement for the purpose of protecting intellectual property.**

---

## **5. Renewal of appointment**

- 5.1 At least 9 months before the termination date (or 6 months if the term of employment is for less than 3 years) the employee will apply to Council in writing if seeking re-appointment to the position.
- 5.2 At least 6 months before the termination date (or 3 months if the term of employment is for less than 3 years) Council will respond to the employee's application referred to in subclause 5.1 by notifying the employee in writing of its decision to either offer the employee a new contract of employment (and on what terms) or decline the employee's application for re-appointment.
- 5.3 At least 3 months before the termination date (or 1 month if the term of employment is for less than 3 years) the employee will notify Council in writing of the employee's decision to either accept or decline any offer made by Council under subclause 5.2.
- 5.4 In the event the employee accepts an offer by Council to enter into a new contract of employment, a new contract of employment will be signed.

## **6. Duties and functions**

- 6.1 The employee will:
  - 6.1.1 to the best of their ability, meet the performance criteria set out in the performance agreement as varied from time to time,
  - 6.1.2 carry out the duties and functions imposed by the Act and Regulation, or any other Act and associated regulations, which include but are not limited to:
    - (a) the efficient and effective operation of Council's organisation,
    - (b) implementing, without undue delay, the decisions of Council,
    - (c) exercising such of the functions of Council as are delegated by Council to the employee,
    - (d) appointing staff in accordance with an organisation structure and resources approved by Council,
    - (e) directing and dismissing staff,
    - (f) implementing Council's equal employment opportunity management plan,

- 
- (g) consulting with Council prior to the appointment or dismissal of senior staff,
  - (h) reporting to Council, at least once annually, on the contractual conditions of senior staff,
  - (i) giving immediate notice to Council on becoming bankrupt or making a composition, arrangement or assignment for the benefit of the employee's creditors and providing Council, within the time specified by Council with any further information concerning the cause of the bankruptcy or of the making of the composition, arrangement or assignment,
  - (j) subject to subclause 6.2.3, providing advice and recommendations to Council or the mayor if directed to do so,
  - (k) not engaging, for remuneration, in private employment or contract work outside the service of Council without the approval of Council,
  - (l) not approving, where appropriate, any member of Council staff from engaging, for remuneration, in private employment or contract work outside the service of Council that relates to the business of Council or that might conflict with the staff member's Council duties,
  - (m) acting honestly and exercising a reasonable degree of care and diligence in carrying out the employee's duties and functions,
  - (n) complying with the provisions of the code of conduct,
  - (o) preparing and submitting written returns of interest and disclosing pecuniary interests in accordance with the Act and the Regulation,

**Note: Sections 335, 337, 339, 341, 352, 353, 439, 440 and 445 of the Act.**

- 6.1.3 carry out the duties and functions set out in Schedule B as varied from time to time by agreement between the employee and Council, such agreement not to be unreasonably withheld,

**Note: Schedule B may include additional duties and functions, for example, those related to special projects.**

- 6.1.4 carry out the duties and functions set out in the policies of Council as adopted by Council from time to time during the term of this contract,

- 
- 6.1.5 observe and carry out all lawful directions given by Council, in relation to the performance of the employee's duties and functions under this contract,
  - 6.1.6 work such reasonable hours as are necessary to carry out the duties and functions of the position and the employee's obligations under this contract,
  - 6.1.7 obtain the approval of the Council for any absences from the business of Council,
  - 6.1.8 promote ethical work practices and maintain a culture of integrity and professionalism where Council staff members treat each other, members of the public, customers and service providers with respect and fairness,
  - 6.1.9 facilitate Council staff awareness of the procedures for making protected disclosures and of the protection provided by the *Protected Disclosures Act 1994*,
  - 6.1.10 take all reasonable steps to ensure that actions and policies of Council accord with the strategic intent of Council,
  - 6.1.11 take all reasonable steps to maximise compliance with relevant legislative requirements,
  - 6.1.12 maintain effective corporate and human resource planning,
  - 6.1.13 maintain the Council staff performance management system,
  - 6.1.14 maintain satisfactory operation of Council's internal controls, reporting systems (including protected disclosures), grievance procedures, the documentation of decision-making and sound financial management,
  - 6.1.15 develop procedures to ensure the code of conduct is periodically reviewed so that it is in accordance with the Act and Regulation and adequately reflects specific organisational values and requirements,
  - 6.1.16 promote and facilitate compliance with the code of conduct ensuring that each councillor and Council staff member is familiar with its provisions, and
  - 6.1.17 report to Council on any overseas travel taken by the employee or any Council staff member where that travel is funded in whole or in part by Council.

6.2 Council:

- 
- 6.2.1 will provide adequate resources to enable the employee to carry out the duties and functions specified in subclause 6.1 and Schedule B,
  - 6.2.2 will provide the employee with reasonable opportunities to participate in professional development initiatives relevant to the duties and functions under this contract subject to the operational needs of Council, and
  - 6.2.3 will not direct the employee as to the content of any advice or recommendation made by the employee.

**Note: section 352 of the Act.**

## **7. Performance agreement and review**

- 7.1 Within 3 months after the commencement date, the employee and Council will sign a performance agreement setting out agreed performance criteria.
- 7.2 In the event that the employee and Council are unable to agree on the performance criteria, Council will determine such performance criteria that are reasonable and consistent with the employee's duties and functions under clause 6 and in Schedule B.
- 7.3 The performance agreement may be varied from time to time during the term of this contract by agreement between the employee and Council, such agreement not to be unreasonably withheld.
- 7.4 Within 2 months after signing or varying the performance agreement, the employee will prepare and submit to Council an action plan which sets out how the performance criteria are to be met.
- 7.5 Council will ensure that the employee's performance is reviewed (and, where appropriate, the performance agreement varied) at least annually. Any such review is to have regard to the performance criteria.

**Note: Council may review the employee's performance every 6 months or more frequently if necessary.**

- 7.6 The employee will give Council 21 days' written notice that an annual performance review in accordance with subclause 7.5 is due.
- 7.7 Council will give the employee at least 10 days notice in writing that any performance review is to be conducted.



- 
- 7.8 The structure and process of the performance review is at the discretion of Council following consultation with the employee.
- 7.9 The employee may prepare and submit to Council an assessment of the employee's own performance prior to a performance review.
- 7.10 Within 6 weeks from the conclusion of a performance review, Council will prepare and send to the employee a written statement that sets out:
- (a) Council's conclusions about the employee's performance during the performance review period,
  - (b) any proposal by Council to vary the performance criteria as a consequence of a performance review, and
  - (c) any directions or recommendations made by Council to the employee in relation to the employee's future performance of the duties of the position.
- 7.11 The employee and Council will, as soon as possible after the employee receives the written statement referred to in subclause 7.10, attempt to come to agreement on any proposal by Council to vary the performance criteria and on any recommendations by Council as to the future performance of the duties of the position by the employee.
- 7.11 Subject to the employee being available and willing to attend a performance review, Council undertakes that if a performance review is not held in accordance with this clause, this will not operate to the prejudice of the employee unless the employee is responsible for the failure to hold the performance review.

## **8. Remuneration**

- 8.1 Council will provide the employee with the total remuneration package set out in Schedule C.
- 8.2 The total remuneration package includes salary, compulsory employer superannuation contributions and other benefits including any fringe benefits tax payable on such benefits.

**Note:** Compulsory employer superannuation contributions are those contributions required under the *Superannuation Guarantee Charge Act 1992* of the Commonwealth and any contributions required to be paid for an employee under a superannuation arrangement entered into by Council for that employee. See Schedule C.

- 
- 8.3 Council may, on only one occasion during each year of this contract, approve an increase in the total remuneration package where the employee's performance has been assessed in accordance with a performance review as being of a better than satisfactory standard.
- 8.4 Any increase in remuneration approved under subclause 8.3 will not be paid as a lump sum.
- 8.5 On each anniversary of the commencement date, the total remuneration package will be increased by a percentage amount that is equivalent to the latest percentage amount increase in remuneration for senior executive office holders as determined by the Statutory and Other Officers Remuneration Tribunal.

**Note:** When making determinations referred to in subclause 8.5, the Tribunal takes into account key national economic indicators and movements in public sector remuneration across Australia, market conditions, the Consumer Price Index and wages growth as measured by the Wage Cost Index. Tribunal determinations are published in the Government Gazette and are available at [www.remtribunals.nsw.gov.au](http://www.remtribunals.nsw.gov.au). The Premier's Department issues periodic Memoranda summarising the Tribunals determinations. These Memoranda are available at [www.premiers.nsw.gov.au](http://www.premiers.nsw.gov.au).

- 8.6 The structure of the total remuneration package may be varied from time to time during the term of this contract by agreement between the employee and Council, such agreement not to be unreasonably withheld.
- 8.7 The total remuneration package, as varied from time to time, remunerates the employee for all work undertaken by the employee while in the position. No other remuneration, benefit, overtime or allowances other than those to which the employee may be entitled under this contract will be paid to the employee during the term of this contract.

## **9. Leave**

### **9.1 General**

- 9.1.1 Council will pay remuneration calculated in accordance with Schedule C to the employee proceeding on paid leave under this clause.
- 9.1.2 On the termination of this contract, and if the employee is not re-appointed to the position under clause 5 or appointed to any other position in Council's organisation structure, the Council will pay:
- (a) to the employee in the case of annual leave, or

- 
- (b) to the employee or new employer council in the case of long service leave,

accrued but unused leave entitlements calculated at the monetary value of the total remuneration package as specified in Schedule C.

9.1.3 If the employee is re-appointed to the position under clause 5 or appointed to any other position in Council's organisation structure within 3 months after the termination of this contract, the employee will be taken to have continuing service with Council for the purpose of determining the employee's entitlement to annual leave, long service leave and sick leave.

9.1.4 Any leave accrued with Council standing to the credit of the employee immediately prior to entering into this contract will be taken to be leave for the purposes of this contract.

## **9.2 Annual leave**

The employee is entitled to four weeks paid annual leave during each year of employment under this contract to be taken as agreed between the employee and Council.

## **9.3 Long service leave**

9.3.1 The employee's entitlement to long service leave is to be calculated by the same method that applies to a non-senior member of Council staff.

9.3.2 Long service leave is transferable between councils in New South Wales in the same manner that applies to a non-senior member of Council staff.

## **9.4 Sick leave**

9.4.1 The employee is entitled to 15 days paid sick leave during each year of employment under this contract provided that:

- (a) Council is satisfied that the sickness is such that it justifies time off, and
- (b) satisfactory proof of illness to justify payment is provided to Council for absences in excess of two days.

9.4.2 Sick leave will accumulate from year to year of employment under this contract so that any balance of leave not taken in any one year may be taken in a subsequent year.

---

9.4.3 Council may require the employee to attend a doctor nominated by Council at Council's cost.

9.4.4 Accrued but unused sick leave will not be paid out on the termination of this contract.

## **9.5 Parental leave**

9.5.1 Parental leave includes supporting parent's leave, maternity leave, paternity leave and adoption leave.

9.5.2 The employee is entitled to the same parental leave that a non-senior member of Council staff would be entitled.

## **9.6 Carer's leave**

The employee is entitled to the same carer's leave that a non-senior member of Council staff would be entitled.

## **9.7 Concessional leave**

The employee is entitled to the same concessional leave that a non-senior member of Council staff would be entitled.

## **9.8 Special leave**

Council may grant special leave, with or without pay, to the employee for a period as determined by Council to cover any specific matter approved by Council.

# **10 Termination**

## **10.1 General**

On termination of this contract for any reason the employee will immediately return to Council all property of Council in the employee's possession including intellectual property and confidential information and will not keep or make any copies of such property and information.

---

## **10.2 Termination date**

The employment of the employee under this contract terminates on the termination date.

## **10.3 Termination by either the employee or Council**

This contract may be terminated before the termination date by way of any of the following:

10.3.1 written agreement between the employee and Council,

10.3.2 the employee giving 4 weeks' written notice to Council,

10.3.3 Council giving 4 weeks' written notice to the employee, or alternatively by termination payment under subclause 11.1, where:

- (a) the employee has been incapacitated for a period of not less than 12 weeks and the employee's entitlement to sick leave has been exhausted, and
- (b) the duration of the employee's incapacity remains indefinite or is likely to be for a period that would make it unreasonable for the contract to be continued,

10.3.4 Council giving 13 weeks' written notice to the employee, or alternatively, by termination payment under subclause 11.2 where Council:

- (a) has conducted a performance review, and
- (b) concluded that the employee has not substantially met the performance criteria or the terms of the performance agreement,

10.3.5 Council giving 38 weeks' written notice to the employee, or alternatively, by termination payment under subclause 11.3.

## **10.4 Summary dismissal**

10.4.1 Council may terminate this contract at any time and without notice if the employee commits any act that would entitle an employer to summarily dismiss the employee. Such acts include but are not limited to:

- (a) serious or persistent breach of any of the terms of this contract,

- 
- (b) serious and willful disobedience of any reasonable and lawful instruction or direction given by Council,
  - (c) serious and willful misconduct, dishonesty, insubordination or neglect in the discharge of the employee's duties and functions under this contract,
  - (d) failure to comply with any law or Council policy concerning sexual harassment or racial or religious vilification,
  - (e) commission of a crime, resulting in conviction and sentencing (whether or not by way of periodic detention), which affects the employee's ability to perform the employee's duties and functions satisfactorily, or in the opinion of Council brings Council into disrepute,
  - (f) absence from the business of Council without Council approval for a period of 3 or more consecutive business days.

10.4.2 This contract is terminated immediately without notice if the employee becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors, compounds with his or her creditors or makes an assignment of his or her remuneration for their benefit.

## **11 Termination payments**

- 11.1 On termination of this contract under subclause 10.3.3, where written notice has not been given, Council will pay the employee a monetary amount equivalent to 4 weeks' remuneration calculated in accordance with Schedule C.
- 11.2 On termination of this contract under subclause 10.3.4, where written notice has not been given, Council will pay the employee a monetary amount equivalent to 13 weeks' remuneration calculated in accordance with Schedule C.
- 11.3 On termination of this contract under subclause 10.3.5, where written notice has not been given, Council will pay the employee a monetary amount equivalent to 38 weeks' remuneration calculated in accordance with Schedule C, or the remuneration which the employee would have received if the employee had been employed by Council to the termination date, whichever is the lesser.
- 11.4 On termination of this contract under subclause 10.3.1, 10.3.2, 10.4.1 or 10.4.2, Council will pay the employee remuneration up to and including the

---

date of termination calculated in accordance with Schedule C and any other payment to which the employee is entitled under this contract.

## **12 Expenses and credit cards**

In addition to any duties or entitlements that may be set out in any relevant policies of Council as adopted by Council from time to time, the employee will:

- 12.1 keep such records of expenses, travel and motor vehicle use as required by Council from time to time,
- 12.2 be reimbursed by Council for expenses properly incurred on Council business, subject to Council's prior approval to this expense being incurred,
- 12.3 only use any credit card provided by Council for expenses incurred on Council business, and
- 12.4 return any credit card provided by Council on request from Council.

## **13 Intellectual property**

- 13.1 Any literary work, computer program, invention, design, patent, copyright, trademark, improvement or idea developed by the employee in the course of employment under this contract is the sole property of Council and Council will unless otherwise agreed have the exclusive right to use, adapt, patent and otherwise register it.
- 13.2 The employee will immediately disclose to Council any literary work, computer program, invention, design, patent, copyright, trademark, improvement or idea developed by the employee after the commencement date to enable Council to ascertain whether it was discovered, developed or produced wholly outside and wholly unconnected with the course of employment under this contract.
- 13.3 To protect disclosures made in accordance with subclause 13.2, Council or the employee may require a confidentiality agreement to be signed prior to, during or immediately after discussion of the intellectual property being considered.

**Note:** IP Australia, the Commonwealth Government intellectual property agency, has developed a Confidentiality Agreement Generator for the purpose of preparing intellectual property confidentiality agreements. It is available at <http://www.ipaustralia.gov.au/smartstart/cag.htm>.

---

13.4 The employee assigns to Council by way of future assignment all copyright, design, design right and other property rights (if any) in respect to any literary work, computer program, invention, design, patent, copyright, trademark, improvement or idea developed by the employee in the course of employment under this contract.

13.5 At the request and expense of Council the employee will complete all necessary deeds and documents and take all action necessary to vest in Council any literary work, computer program, invention, design, patent, copyright, trademark, improvement or idea developed by the employee in the course of employment under this contract and obtain for Council the full benefit of all patent, trademark, copyright and other forms of protection throughout the world.

## **14 Confidential Information**

The employee will not divulge any confidential information about Council either during or after the term of their employment under this contract.

## **15 Waiver**

The failure of either the employee or Council to enforce at any time any provision of this contract or any right under this contract or to exercise any election in this contract will in no way be considered to be a waiver of such provision, right or election and will not affect the validity of this contract.

## **16 Inconsistency and severance**

16.1 Each provision of this contract will be read and construed independently of the other provisions so that if one or more are held to be invalid for any reason, then the remaining provisions will be held to be valid.

16.2 If a provision of this document is found to be void or unenforceable but would be valid if some part were deleted, the provision will apply with such modification as may be necessary to make it valid and effective.

## **17 Dispute resolution**

17.1 In relation to any matter under this contract that may be in dispute, either the employee or Council may:



- 
- (a) give written notice to each other of the particulars of any matter in dispute, and
    - (b) within 14 days of receiving a notice specified in subclause 17.1(a), a meeting will be convened between Council (along with any nominated representative of Council) and the employee (along with any nominated representative of the employee) in an attempt to resolve the dispute.
  - 17.2 The employee and Council will attempt to resolve the dispute at the workplace level.
  - 17.3 Upon failure to resolve the dispute at the workplace level, the employee and Council will:
    - (a) refer the dispute to an independent mediator as agreed by the employee and Council, or otherwise as appointed by the Director-General,
    - (b) agree to participate in any mediation process in good faith, with such mediation to operate in a manner as agreed by the employee and Council, and
    - (c) acknowledge the right of either the employee or Council to appoint, in writing, another person to act on their behalf in relation to any mediation process.
  - 17.4 The cost of the mediation service will be met by Council.
  - 17.5 The employee and Council will each be responsible for meeting the cost of any advisor or nominated representative used by them.

## **18 Service of notices and communications**

- 18.1 Any communication, including notices, relating to this contract will be in writing and served on the employee or Council at their last known residential or business address in accordance with subclause 18.2.
- 18.2 Any written communication including notices relating to this contract is taken to be served:
  - (a) when delivered or served in person, immediately,
  - (b) where served by express post at an address within New South Wales in the Express Post Network, on the next business day after it is posted,

- 
- (c) where served by post otherwise in the ordinary course of postage, as set down in Australia Post's delivery standards, and
  - (d) where sent by facsimile, within standard business hours otherwise on the next business day after it is sent.

## **19 Variations**

- 19.1 Where this contract provides that its terms may be varied, that variation will be by agreement in writing signed by the employee and Council.

**Note: See clauses 4.5, 6.1.3, 7.3, 8.6 and 19.2.**

- 19.2 Where the Director-General approves an amended or substitution standard form of contract for the employment of the general manager of a council, the provisions of this contract may be varied by agreement between the employee and Council to the extent that they are consistent with the provisions of that amended or substitution standard form of contract.

***Note: See section 338 of the Act.***

## **20 Other terms and conditions**

- 20.1 The employee and Council acknowledge that they have sought or had the opportunity to seek their own legal and financial advice prior to entering this contract.
- 20.2 In accordance with section 731 of the Act, nothing in this contract gives rise to any action, liability, claim or demand against the Minister, the Director-General or any person acting under their direction.

---

## 21 Signed by the employee and Council

### COUNCIL:

The Seal of

\_\_\_\_\_

[Council name]

\_\_\_\_\_

[Seal]

affixed by authority of a resolution of Council.

Signed  
by Council

\_\_\_\_\_

Date

\_\_\_\_\_

Name of signatory  
in full [*printed*]

\_\_\_\_\_

Office held [*printed*]

\_\_\_\_\_

Signed by Witness

\_\_\_\_\_

Name of Witness  
in full [*printed*]

\_\_\_\_\_

### THE EMPLOYEE:

Signed  
by the employee

\_\_\_\_\_

Date

\_\_\_\_\_

Name of employee  
in full [*printed*]

\_\_\_\_\_

Signed by Witness

\_\_\_\_\_

Name of Witness  
in full [*printed*]

\_\_\_\_\_

---

## Schedule A – Council policies

**Note: This Schedule may be varied during the term of this contract in accordance with subclauses 4.5 and 19.1 of this contract.**

This Schedule operates on and from

Date \_\_\_\_\_

For the purposes of subclause 4.5 of this contract, the following policies apply to the employee:

Signed by Council \_\_\_\_\_

Signed by the employee \_\_\_\_\_

---

## Schedule B - Duties and functions

**Note: This Schedule may be varied during the term of this contract in accordance with subclauses 6.1.3 and 19.1 of this contract.**

This Schedule operates on and from

Date \_\_\_\_\_

In addition to the duties and functions specified in clause 6 of this contract, the employee will carry out the following duties and functions:

Signed by Council \_\_\_\_\_

Signed by the employee \_\_\_\_\_

---

## Schedule C - Remuneration

**Note:** This Schedule may be varied during the term of this contract in accordance with subclauses 8.7 and 19.1 of this contract.

This Schedule operates on and from

Date \_\_\_\_\_

**The Annual Total Remuneration Package is as follows:**

**\$** \_\_\_\_\_

**The Total Remuneration Package is comprised of:**

<b>ANNUAL REMUNERATION</b>	<b>\$</b>

The employee agrees and acknowledges that deductions under subclause 8.2 of this contract are made principally for the benefit of the employee and that the Council relies on that statement in providing the non-cash benefits requested by the employee.

In the case of an employee who is a member of a defined benefit division of the Local Government Superannuation Scheme (or equivalent) compulsory employer superannuation contributions are the long term or “notional” employer contribution, as advised by the Actuary for the Local Government Superannuation Scheme from time to time.

The employee’s superable salary will be the amount of the total remuneration package less the amount of compulsory superannuation contributions.

Signed by Council \_\_\_\_\_

Signed by the employee \_\_\_\_\_



# Standard Contract of Employment

## General Managers of Local Councils in New South Wales

Local Government  
Association of NSW



Shires Association  
of NSW



LOCAL  
GOVERNMENT  
MANAGERS  
AUSTRALIA  
NEW SOUTH WALES

## Acknowledgements

The Department of Local Government acknowledges the cooperation and contributions of the Local Government and Shires Associations of NSW, Local Government Managers Australia, and the WA Department of Local Government and Regional Development which have assisted in the preparation of this document.

We also wish to thank the Local Government Engineers Association and the Development and Environmental Professionals Association for their comments during our drafting process.

## Access to Services

The Department of Local Government is located at:

Levels 1 & 2

5 O'Keefe Avenue  
NOWRA NSW 2541

Locked Bag 3015  
NOWRA NSW 2541

**Phone** 02 4428 4100

**Fax** 02 4428 4199

**TTY** 02 4428 4209

Level 9, 323 Castlereagh Street  
SYDNEY NSW 2000

Locked Bag A5045  
SYDNEY SOUTH NSW 1235

**Phone** 02 9289 4000

**Fax** 02 9289 4099

**Email** [dlg@dlg.nsw.gov.au](mailto:dlg@dlg.nsw.gov.au)

**Website** [www.dlg.nsw.gov.au](http://www.dlg.nsw.gov.au)

## Office Hours

Monday to Friday, 8.30am to 5.00pm

(Special arrangements may be made if these hours are unsuitable)

All offices are wheelchair accessible.

### ALTERNATIVE MEDIA PUBLICATIONS

Special arrangements can be made for our publications to be provided in large print or an alternative media format. If you need this service, please contact our Executive Branch on 02 9289 4000.

© NSW Department of Local Government 2006

ISBN 1 920766 43 x

Produced by Segment Publishing (<http://segpub.net/>) for the Department of Local Government



[www.dlg.nsw.gov.au](http://www.dlg.nsw.gov.au)



# Table of Contents

Clause	Page No
1. Position	5
2. Term of employment	5
3. Definitions	6
4. Contract operation and application	7
5. Renewal of appointment	8
6. Duties and functions	8
7. Performance agreement and review	11
8. Remuneration	12
9. Leave	13
10. Termination	15
11. Termination payments	17
12. Expenses and credit cards	17
13. Intellectual property	18
14. Confidential information	18
15. Waiver	19
16. Inconsistency and severance	19
17. Dispute resolution	19
18. Service of notices	20
19. Variations	20
20. Other terms and conditions	21
21. Signed by the employee and Council	22
Schedule A	23
Schedule B	24
Schedule C	25

# Contract of Employment

This Contract of Employment is made on

Date .....

**between**

Name of Council .....

*[Referred to in this contract as "Council"]*

Address .....

**and**

Name of Employee .....

*[Referred to in this contract as "the employee"]*

Address .....

# 1 Position

The position to which this contract applies is that of General Manager.

**Note: A person who has held civic office in relation to Council must not be appointed to any paid position on the staff of Council within 6 months after ceasing to hold the office: section 354 of the Act.**

# 2 Term

Subject to the terms and conditions in this contract, Council will employ the employee for a term of:

[Length of term] .....

**Note: The term of this contract must not be less than 12 months or more than 5 years (including any option for renewal): section 338 of the Act.**

commencing on [date] .....

and terminating on [date] .....

### 3 Definitions

3.1 In this contract, unless otherwise stated or indicated:

**the Act** means the *Local Government Act 1993*.

**Code of conduct** means the document within the meaning of section 440 of the Act adopted by Council and which incorporates the provisions of the model code.

**Commencement date** means the date that this contract commences as specified in clause 2.

**Confidential information** means any and all confidential information, data, reports, operations, dealings, records, materials, plans, statistics, finances or other agreements and things (other than that which is already in the public domain), whether written or oral and of whatever type or nature relating to property, assets, liabilities, finances, dealings or functions of Council or any undertaking from time to time carried out by Council.

**Director-General** means the Director-General of the New South Wales Department of Local Government.

**Equal employment opportunity management plan** means the document a council must prepare under Part 4 of Chapter 11 of the Act.

**Minister** means the New South Wales Minister for Local Government.

**Model code** means the Model Code of Conduct for Local Councils in NSW prescribed by the Regulation.

**Month** means a calendar month.

**Performance agreement** means the agreement referred to in clause 7.

**Performance criteria** means the criteria to which a performance review is to have regard.

**Performance review** means a review of the employee's performance conducted in accordance with the procedures under clause 7.

**the position** means the position referred to in clause 1.

**the Regulation** means the *Local Government (General) Regulation 2005*.

**Senior executive office holder (New South Wales Public Service)** means the holder of a senior executive position within the meaning of the *Public Sector Employment and Management Act 2002*.

**Statutory and Other Officers Remuneration Tribunal** means the Statutory and Other Officers Tribunal constituted under the *Statutory and Other Officers Remuneration Act 1975*.

**Termination date** means the date that this contract terminates as specified in clause 2.

3.2 Expressions in this contract corresponding with expressions that are defined in the Act have those meanings.

## 4 Contract operation and application

- 4.1 This contract constitutes a contract of employment for the purposes of section 338 of the Act, and governs the employment of the employee while in the position.
- 4.2 A reference in this contract to any Act or regulation, or any provision of any Act or regulation, includes a reference to subsequent amendments of that Act, regulation or provision.
- 4.3 A reference to a Schedule to this contract refers to a Schedule as may be varied in accordance with this contract, and applies whether or not the Schedule has been physically attached to this contract.
- 4.4 Where the mayor or any other person is lawfully authorised to act as Council or Council's delegate for the purpose of this contract, this contract will be construed as if:
- (a) any reference to Council includes a reference to that authorised person, and
  - (b) any reference to a requirement for Council's approval includes a reference to a requirement for that authorised person's written approval.
- 4.5 Any staff entitlement under a lawful policy of Council as adopted by Council from time to time and that is set out in Schedule A will apply to the employee unless this contract makes express provision to the contrary. Schedule A may be varied from time to time by agreement between the employee and Council, such agreement not to be unreasonably withheld.

**Note: Only those policies that create entitlements are to be set out in Schedule A. Schedule A policies are distinct from those which create a duty or function as referred to in subclause 6.1.4 and which are not required to be set out in Schedule A.**

- 4.6 Subject to clauses 7 and 13, the terms of this contract, as varied from time to time in accordance with this contract, represent the entire terms of all agreements between the employee and Council and replace all other representations, understandings or arrangements made between the employee and Council that relate to the employment of the employee in the position.

**Note: The contract authorises the making of agreements that are linked to the contract. Clause 7 requires the parties to sign a performance agreement. Clause 13 allows either party to require the other to sign a confidentiality agreement for the purpose of protecting intellectual property.**

## **5 Renewal of appointment**

- 5.1 At least 9 months before the termination date (or 6 months if the term of employment is for less than 3 years) the employee will apply to Council in writing if seeking re-appointment to the position.
- 5.2 At least 6 months before the termination date (or 3 months if the term of employment is for less than 3 years) Council will respond to the employee's application referred to in subclause 5.1 by notifying the employee in writing of its decision to either offer the employee a new contract of employment (and on what terms) or decline the employee's application for re-appointment.
- 5.3 At least 3 months before the termination date (or 1 month if the term of employment is for less than 3 years) the employee will notify Council in writing of the employee's decision to either accept or decline any offer made by Council under subclause 5.2.
- 5.4 In the event the employee accepts an offer by Council to enter into a new contract of employment, a new contract of employment will be signed.

## **6 Duties and functions**

- 6.1 The employee will:
  - 6.1.1 to the best of their ability, meet the performance criteria set out in the performance agreement as varied from time to time,
  - 6.1.2 carry out the duties and functions imposed by the Act and Regulation, or any other Act and associated regulations, which include but are not limited to:
    - (a) the efficient and effective operation of Council's organisation,
    - (b) implementing, without undue delay, the decisions of Council,
    - (c) exercising such of the functions of Council as are delegated by Council to the employee,
    - (d) appointing staff in accordance with an organisation structure and resources approved by Council,
    - (e) directing and dismissing staff,
    - (f) implementing Council's equal employment opportunity management plan,
    - (g) consulting with Council prior to the appointment or dismissal of senior staff,
    - (h) reporting to Council, at least once annually, on the contractual conditions of senior staff,

- (i) giving immediate notice to Council on becoming bankrupt or making a composition, arrangement or assignment for the benefit of the employee's creditors and providing Council, within the time specified by Council with any further information concerning the cause of the bankruptcy or of the making of the composition, arrangement or assignment,
- (j) subject to subclause 6.2.3, providing advice and recommendations to Council or the mayor if directed to do so,
- (k) not engaging, for remuneration, in private employment or contract work outside the service of Council without the approval of Council,
- (l) not approving, where appropriate, any member of Council staff from engaging, for remuneration, in private employment or contract work outside the service of Council that relates to the business of Council or that might conflict with the staff member's Council duties,
- (m) acting honestly and exercising a reasonable degree of care and diligence in carrying out the employee's duties and functions,
- (n) complying with the provisions of the code of conduct,
- (o) preparing and submitting written returns of interest and disclosing pecuniary interests in accordance with the Act and the Regulation,

**Note: Sections 335, 337, 339, 341, 352, 353, 439, 440 and 445 of the Act.**

- 6.1.3 carry out the duties and functions set out in Schedule B as varied from time to time by agreement between the employee and Council, such agreement not to be unreasonably withheld,

**Note: Schedule B may include additional duties and functions, for example, those related to special projects.**

- 6.1.4 carry out the duties and functions set out in the policies of Council as adopted by Council from time to time during the term of this contract,
- 6.1.5 observe and carry out all lawful directions given by Council, in relation to the performance of the employee's duties and functions under this contract,
- 6.1.6 work such reasonable hours as are necessary to carry out the duties and functions of the position and the employee's obligations under this contract,
- 6.1.7 obtain the approval of the Council for any absences from the business of Council,
- 6.1.8 promote ethical work practices and maintain a culture of integrity and professionalism where Council staff members treat each other, members of the public, customers and service providers with respect and fairness,

- 6.1.9 facilitate Council staff awareness of the procedures for making protected disclosures and of the protection provided by the *Protected Disclosures Act 1994*,
- 6.1.10 take all reasonable steps to ensure that actions and policies of Council accord with the strategic intent of Council,
- 6.1.11 take all reasonable steps to maximise compliance with relevant legislative requirements,
- 6.1.12 maintain effective corporate and human resource planning,
- 6.1.13 maintain the Council staff performance management system,
- 6.1.14 maintain satisfactory operation of Council's internal controls, reporting systems (including protected disclosures), grievance procedures, the documentation of decision-making and sound financial management,
- 6.1.15 develop procedures to ensure the code of conduct is periodically reviewed so that it is in accordance with the Act and Regulation and adequately reflects specific organisational values and requirements,
- 6.1.16 promote and facilitate compliance with the code of conduct ensuring that each councillor and Council staff member is familiar with its provisions, and
- 6.1.17 report to Council on any overseas travel taken by the employee or any Council staff member where that travel is funded in whole or in part by Council.

6.2 Council:

- 6.2.1 will provide adequate resources to enable the employee to carry out the duties and functions specified in subclause 6.1 and Schedule B,
- 6.2.2 will provide the employee with reasonable opportunities to participate in professional development initiatives relevant to the duties and functions under this contract subject to the operational needs of Council, and
- 6.2.3 will not direct the employee as to the content of any advice or recommendation made by the employee.

**Note: section 352 of the Act.**



## 7 Performance agreement and review

- 7.1 Within 3 months after the commencement date, the employee and Council will sign a performance agreement setting out agreed performance criteria.
- 7.2 In the event that the employee and Council are unable to agree on the performance criteria, Council will determine such performance criteria that are reasonable and consistent with the employee's duties and functions under clause 6 and in Schedule B.
- 7.3 The performance agreement may be varied from time to time during the term of this contract by agreement between the employee and Council, such agreement not to be unreasonably withheld.
- 7.4 Within 2 months after signing or varying the performance agreement, the employee will prepare and submit to Council an action plan which sets out how the performance criteria are to be met.
- 7.5 Council will ensure that the employee's performance is reviewed (and, where appropriate, the performance agreement varied) at least annually. Any such review is to have regard to the performance criteria.

**Note: Council may review the employee's performance every 6 months or more frequently if necessary.**

- 7.6 The employee will give Council 21 days' written notice that an annual performance review in accordance with subclause 7.5 is due.
- 7.7 Council will give the employee at least 10 days notice in writing that any performance review is to be conducted.
- 7.8 The structure and process of the performance review is at the discretion of Council following consultation with the employee.
- 7.9 The employee may prepare and submit to Council an assessment of the employee's own performance prior to a performance review.
- 7.10 Within 6 weeks from the conclusion of a performance review, Council will prepare and send to the employee a written statement that sets out:
- (a) Council's conclusions about the employee's performance during the performance review period,

- (b) any proposal by Council to vary the performance criteria as a consequence of a performance review, and
- (c) any directions or recommendations made by Council to the employee in relation to the employee's future performance of the duties of the position.

- 7.11 The employee and Council will, as soon as possible after the employee receives the written statement referred to in subclause 7.10, attempt to come to agreement on any proposal by Council to vary the performance criteria and on any recommendations by Council as to the future performance of the duties of the position by the employee.
- 7.12 Subject to the employee being available and willing to attend a performance review, Council undertakes that if a performance review is not held in accordance with this clause, this will not operate to the prejudice of the employee unless the employee is responsible for the failure to hold the performance review.

## 8 Remuneration

- 8.1 Council will provide the employee with the total remuneration package set out in Schedule C.
- 8.2 The total remuneration package includes salary, compulsory employer superannuation contributions and other benefits including any fringe benefits tax payable on such benefits.

**Note: Compulsory employer superannuation contributions are those contributions required under the *Superannuation Guarantee Charge Act 1992 of the Commonwealth* and any contributions required to be paid for an employee under a superannuation arrangement entered into by Council for that employee. See Schedule C.**

- 8.3 Council may, on only one occasion during each year of this contract, approve an increase in the total remuneration package where the employee's performance has been assessed in accordance with a performance review as being of a better than satisfactory standard.
- 8.4 Any increase in remuneration approved under subclause 8.3 will not be paid as a lump sum.
- 8.5 On each anniversary of the commencement date, the total remuneration package will be increased by a percentage amount that is equivalent to the latest percentage amount increase in remuneration for senior executive office holders as determined by the Statutory and Other Officers Remuneration Tribunal.

**Note: When making determinations referred to in subclause 8.5, the Tribunal takes into account key national economic indicators and movements in public sector remuneration across Australia, market conditions, the Consumer Price Index and wages growth as measured by the Wage Cost Index. Tribunal determinations are published in the Government Gazette and are available at [www.remtribunals.nsw.gov.au](http://www.remtribunals.nsw.gov.au). The Premier's Department issues periodic Memoranda summarising the Tribunals determinations. These Memoranda are available at [www.premiers.nsw.gov.au](http://www.premiers.nsw.gov.au).**

- 8.6 The structure of the total remuneration package may be varied from time to time during the term of this contract by agreement between the employee and Council, such agreement not to be unreasonably withheld.
- 8.7 The total remuneration package, as varied from time to time, remunerates the employee for all work undertaken by the employee while in the position. No other remuneration, benefit, overtime or allowances other than those to which the employee may be entitled under this contract will be paid to the employee during the term of this contract.

## **9 Leave**

### **9.1 General**

- 9.1.1 Council will pay remuneration calculated in accordance with Schedule C to the employee proceeding on paid leave under this clause.
- 9.1.2 On the termination of this contract, and if the employee is not re-appointed to the position under clause 5 or appointed to any other position in Council's organisation structure, the Council will pay:
- (a) to the employee in the case of annual leave, or
  - (b) to the employee or new employer council in the case of long service leave,
- accrued but unused leave entitlements calculated at the monetary value of the total remuneration package as specified in Schedule C.
- 9.1.3 If the employee is re-appointed to the position under clause 5 or appointed to any other position in Council's organisation structure within 3 months after the termination of this contract, the employee will be taken to have continuing service with Council for the purpose of determining the employee's entitlement to annual leave, long service leave and sick leave.

- 9.1.4 Any leave accrued with Council standing to the credit of the employee immediately prior to entering into this contract will be taken to be leave for the purposes of this contract.

## **9.2 Annual leave**

The employee is entitled to 4 weeks paid annual leave during each year of employment under this contract to be taken as agreed between the employee and Council.

## **9.3 Long service leave**

- 9.3.1 The employee's entitlement to long service leave is to be calculated by the same method that applies to a non-senior member of Council staff.
- 9.3.2 Long service leave is transferable between councils in New South Wales in the same manner that applies to a non-senior member of Council staff.

## **9.4 Sick leave**

- 9.4.1 The employee is entitled to 3 weeks paid sick leave during each year of employment under this contract provided that:
- (a) Council is satisfied that the sickness is such that it justifies time off, and
  - (b) satisfactory proof of illness to justify payment is provided to Council for absences in excess of two days.
- 9.4.2 Sick leave will accumulate from year to year of employment under this contract so that any balance of leave not taken in any one year may be taken in a subsequent year.
- 9.4.3 Council may require the employee to attend a doctor nominated by Council at Council's cost.
- 9.4.4 Accrued but unused sick leave will not be paid out on the termination of this contract.

## **9.5 Parental leave**

- 9.5.1 Parental leave includes supporting parent's leave, maternity leave, paternity leave and adoption leave.

- 9.5.2 The employee is entitled to the same parental leave that a non-senior member of Council staff would be entitled.

## **9.6 Carer's leave**

The employee is entitled to the same carer's leave that a non-senior member of Council staff would be entitled.

## **9.7 Concessional leave**

The employee is entitled to the same concessional leave that a non-senior member of Council staff would be entitled.

## **9.8 Special leave**

Council may grant special leave, with or without pay, to the employee for a period as determined by Council to cover any specific matter approved by Council.

# **10 Termination**

## **10.1 General**

On termination of this contract for any reason the employee will immediately return to Council all property of Council in the employee's possession including intellectual property and confidential information and will not keep or make any copies of such property and information.

## **10.2 Termination date**

The employment of the employee under this contract terminates on the termination date.

## **10.3 Termination by either the employee or Council**

This contract may be terminated before the termination date by way of any of the following:

10.3.1 written agreement between the employee and Council,

10.3.2 the employee giving 4 weeks' written notice to Council,

- 10.3.3 Council giving 4 weeks' written notice to the employee, or alternatively by termination payment under subclause 11.1, where:
- (a) the employee has been incapacitated for a period of not less than 12 weeks and the employee's entitlement to sick leave has been exhausted, and
  - (b) the duration of the employee's incapacity remains indefinite or is likely to be for a period that would make it unreasonable for the contract to be continued,
- 10.3.4 Council giving 13 weeks' written notice to the employee, or alternatively, by termination payment under subclause 11.2 where Council:
- (a) has conducted a performance review, and
  - (b) concluded that the employee has not substantially met the performance criteria or the terms of the performance agreement,
- 10.3.5 Council giving 38 weeks' written notice to the employee, or alternatively, by termination payment under subclause 11.3.

#### **10.4 Summary dismissal**

- 10.4.1 Council may terminate this contract at any time and without notice if the employee commits any act that would entitle an employer to summarily dismiss the employee. Such acts include but are not limited to:
- (a) serious or persistent breach of any of the terms of this contract,
  - (b) serious and willful disobedience of any reasonable and lawful instruction or direction given by Council,
  - (c) serious and willful misconduct, dishonesty, insubordination or neglect in the discharge of the employee's duties and functions under this contract,
  - (d) failure to comply with any law or Council policy concerning sexual harassment or racial or religious vilification,
  - (e) commission of a crime, resulting in conviction and sentencing (whether or not by way of periodic detention), which affects the employee's ability to perform the employee's duties and functions satisfactorily, or in the opinion of Council brings Council into disrepute,
  - (f) absence from the business of Council without Council approval for a period of 3 or more consecutive business days.
- 10.4.2 This contract is terminated immediately without notice if the employee becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors, compounds with his or her creditors or makes an assignment of his or her remuneration for their benefit.

## **11 Termination payments**

- 11.1 On termination of this contract under subclause 10.3.3, where written notice has not been given, Council will pay the employee a monetary amount equivalent to 4 weeks' remuneration calculated in accordance with Schedule C.
- 11.2 On termination of this contract under subclause 10.3.4, where written notice has not been given, Council will pay the employee a monetary amount equivalent to 13 weeks' remuneration calculated in accordance with Schedule C.
- 11.3 On termination of this contract under subclause 10.3.5, where written notice has not been given, Council will pay the employee a monetary amount equivalent to 38 weeks' remuneration calculated in accordance with Schedule C, or the remuneration which the employee would have received if the employee had been employed by Council to the termination date, whichever is the lesser.
- 11.4 On termination of this contract under subclause 10.3.1, 10.3.2, 10.4.1 or 10.4.2, Council will pay the employee remuneration up to and including the date of termination calculated in accordance with Schedule C and any other payment to which the employee is entitled under this contract.

## **12 Expenses and credit cards**

In addition to any duties or entitlements that may be set out in any relevant policies of Council as adopted by Council from time to time, the employee will:

- 12.1 keep such records of expenses, travel and motor vehicle use as required by Council from time to time,
- 12.2 be reimbursed by Council for expenses properly incurred on Council business, subject to Council's prior approval to this expense being incurred,
- 12.3 only use any credit card provided by Council for expenses incurred on Council business, and
- 12.4 return any credit card provided by Council on request from Council.

## 13 Intellectual property

- 13.1 Any literary work, computer program, invention, design, patent, copyright, trademark, improvement or idea developed by the employee in the course of employment under this contract is the sole property of Council and Council will unless otherwise agreed have the exclusive right to use, adapt, patent and otherwise register it.
- 13.2 The employee will immediately disclose to Council any literary work, computer program, invention, design, patent, copyright, trademark, improvement or idea developed by the employee after the commencement date to enable Council to ascertain whether it was discovered, developed or produced wholly outside and wholly unconnected with the course of employment under this contract.
- 13.3 To protect disclosures made in accordance with subclause 13.2, Council or the employee may require a confidentiality agreement to be signed prior to, during or immediately after discussion of the intellectual property being considered.

**Note: IP Australia, the Commonwealth Government intellectual property agency, has developed a Confidentiality Agreement Generator for the purpose of preparing intellectual property confidentiality agreements. It is available at [www.ipaustralia.gov.au/smartstart/cag.htm](http://www.ipaustralia.gov.au/smartstart/cag.htm).**

- 13.4 The employee assigns to Council by way of future assignment all copyright, design, design right and other property rights (if any) in respect to any literary work, computer program, invention, design, patent, copyright, trademark, improvement or idea developed by the employee in the course of employment under this contract.
- 13.5 At the request and expense of Council the employee will complete all necessary deeds and documents and take all action necessary to vest in Council any literary work, computer program, invention, design, patent, copyright, trademark, improvement or idea developed by the employee in the course of employment under this contract and obtain for Council the full benefit of all patent, trademark, copyright and other forms of protection throughout the world.

## 14 Confidential Information

The employee will not divulge any confidential information about Council either during or after the term of their employment under this contract.



## 15 Waiver

The failure of either the employee or Council to enforce at any time any provision of this contract or any right under this contract or to exercise any election in this contract will in no way be considered to be a waiver of such provision, right or election and will not affect the validity of this contract.

## 16 Inconsistency and severance

- 16.1 Each provision of this contract will be read and construed independently of the other provisions so that if one or more are held to be invalid for any reason, then the remaining provisions will be held to be valid.
- 16.2 If a provision of this contract is found to be void or unenforceable but would be valid if some part were deleted, the provision will apply with such modification as may be necessary to make it valid and effective.

## 17 Dispute resolution

- 17.1 In relation to any matter under this contract that may be in dispute, either the employee or Council may:
- (a) give written notice to each other of the particulars of any matter in dispute, and
  - (b) within 14 days of receiving a notice specified in subclause 17.1(a), a meeting will be convened between Council (along with any nominated representative of Council) and the employee (along with any nominated representative of the employee) in an attempt to resolve the dispute.
- 17.2 The employee and Council will attempt to resolve the dispute at the workplace level.
- 17.3 Upon failure to resolve the dispute at the workplace level, the employee and Council will:
- (a) refer the dispute to an independent mediator as agreed by the employee and Council, or otherwise as appointed by the Director-General,
  - (b) agree to participate in any mediation process in good faith, with such mediation to operate in a manner as agreed by the employee and Council, and
  - (c) acknowledge the right of either the employee or Council to appoint, in writing, another person to act on their behalf in relation to any mediation process.
- 17.4 The cost of the mediation service will be met by Council.

- 17.5 The employee and Council will each be responsible for meeting the cost of any advisor or nominated representative used by them.

## 18 Service of notices and communications

- 18.1 Any communication, including notices, relating to this contract will be in writing and served on the employee or Council at their last known residential or business address in accordance with subclause 18.2.
- 18.2 Any written communication including notices relating to this contract is taken to be served:
- (a) when delivered or served in person, immediately,
  - (b) where served by express post at an address within New South Wales in the Express Post Network, on the next business day after it is posted,
  - (c) where served by post otherwise in the ordinary course of postage, as set down in Australia Post's delivery standards, and
  - (d) where sent by facsimile, within standard business hours otherwise on the next business day after it is sent.

## 19 Variations

- 19.1 Where this contract provides that its terms may be varied, that variation will be by agreement in writing signed by the employee and Council.

**Note: See clauses 4.5, 6.1.3, 7.3, 8.6 and 19.2.**

- 19.2 Where the Director-General approves an amended or substitution standard form of contract for the employment of the general manager of a council, the provisions of this contract may be varied by agreement between the employee and Council to the extent that they are consistent with the provisions of that amended or substitution standard form of contract.

**Note: See section 338 of the Act.**

## 20 Other terms and conditions

- 20.1 The employee and Council acknowledge that they have sought or had the opportunity to seek their own legal and financial advice prior to entering this contract.
- 20.2 In accordance with section 731 of the Act, nothing in this contract gives rise to any action, liability, claim or demand against the Minister, the Director-General or any person acting under their direction.

# 21 Signed by the employee and Council

**COUNCIL:**

The Seal of

.....  
*[Council name]*

.....  
*[Seal]*

affixed by authority of a resolution of Council.

Signed by Council

Date

Name of signatory  
in full *[printed]*

Office held *[printed]*

Signed by Witness

Name of Witness  
in full *[printed]*

**THE EMPLOYEE:**

Signed by the  
employee

Date

Name of employee  
in full *[printed]*

Signed by Witness

Name of Witness  
in full *[printed]*

# Schedule A – Council policies

*Note:* **This Schedule may be varied during the term of this contract in accordance with subclauses 4.5 and 19.1 of this contract.**

This Schedule operates on and from

Date .....

For the purposes of subclause 4.5 of this contract, the following policies apply to the employee:

Signed by Council .....

Signed by the employee .....

# Schedule B – Duties and functions

*Note:* **This Schedule may be varied during the term of this contract in accordance with subclauses 6.1.3 and 19.1 of this contract.**

This Schedule operates on and from

Date .....

In addition to the duties and functions specified in clause 6 of this contract, the employee will carry out the following duties and functions

Signed by Council .....

Signed by the employee .....

## Schedule C – Remuneration

**Note: This Schedule may be varied during the term of this contract in accordance with clauses 8 and 9 of this contract.**

This Schedule operates on and from

Date .....

**The Annual Total Remuneration Package is as follows:**

\$ .....

**The Total Remuneration Package is comprised of:**

<b>ANNUAL RENUMERATION</b>	<b>\$</b> .....

The employee agrees and acknowledges that deductions under subclause 8.2 of this contract are made principally for the benefit of the employee and that the Council relies on that statement in providing the non-cash benefits requested by the employee.

In the case of an employee who is a member of a defined benefit division of the Local Government Superannuation Scheme (or equivalent) compulsory employer superannuation contributions are the long term or "notional" employer contribution, as advised by the Actuary for the Local Government Superannuation Scheme from time to time.

The employee's superable salary will be the amount of the total remuneration package less the amount of compulsory superannuation contributions.

Signed by Council .....

Signed by the employee .....

**NEW ENGLAND TABLELANDS  
NOXIOUS PLANTS**



**COUNTY COUNCIL**

**NEW ENGLAND WEEDS AUTHORITY**

**NEWA CODE OF MEETING PRACTICE  
FOR LOCAL COUNCILS IN NSW**

**POLICY NUMBER:**





# **NEWA CODE OF MEETING PRACTICE FOR LOCAL COUNCILS IN NSW**

**2018**

## Table of Contents

1	INTRODUCTION .....	4
2	MEETING PRINCIPLES .....	4
3	BEFORE THE MEETING.....	5
4	PUBLIC FORUMS.....	9
5	COMING TOGETHER.....	12
6	THE CHAIRPERSON.....	15
7	MODES OF ADDRESS.....	16
8	ORDER OF BUSINESS FOR ORDINARY COUNCIL MEETINGS .....	16
9	CONSIDERATION OF BUSINESS AT COUNCIL MEETINGS.....	16
10	RULES OF DEBATE.....	19
11	VOTING.....	22
12	COMMITTEE OF THE WHOLE.....	23
13	DEALING WITH ITEMS BY EXCEPTION.....	23
14	CLOSURE OF COUNCIL MEETINGS TO THE PUBLIC .....	23
15	KEEPING ORDER AT MEETINGS.....	27
16	CONFLICTS OF INTEREST.....	30
17	DECISIONS OF THE COUNCIL .....	30
18	TIME LIMITS ON COUNCIL MEETINGS .....	31
19	AFTER THE MEETING.....	32
20	COUNCIL COMMITTEES.....	33
21	IRREGULARITIES .....	37
22	DEFINITIONS .....	38

## 1 INTRODUCTION

This Model Code of Meeting Practice for Local Councils in NSW (the Model Meeting Code) is made under section 360 of the *Local Government Act 1993* (the Act) and the *Local Government (General) Regulation 2005* (the Regulation).

This code applies to all meetings of councils and committees of councils of which all the members are councillors (committees of council). Council committees whose members include persons other than councillors may adopt their own rules for meetings unless the council determines otherwise.

Councils must adopt a code of meeting practice that incorporates the mandatory provisions of the Model Meeting Code.

A council's adopted code of meeting practice may also incorporate the non-mandatory provisions of the Model Meeting Code and other supplementary provisions. However, a code of meeting practice adopted by a council must not contain provisions that are inconsistent with the mandatory provisions of this Model Meeting Code.

The provisions of the Model Meeting Code that are not mandatory are indicated in red font.

A council and a committee of the council of which all the members are councillors must conduct its meetings in accordance with the code of meeting practice adopted by the council.

The Model Meeting Code also applies to meetings of the boards of joint organisations and county councils.

In adopting the Model Meeting Code, county councils should adapt it to substitute the term "chairperson" for "chairperson" and "member" for "councillor".

## 2 MEETING PRINCIPLES

### 2.1 Council and committee meetings should be:

*Transparent:* Decisions are made in a way that is open and accountable.

*Informed:* Decisions are made based on relevant, quality information.

*Inclusive:* Decisions respect the diverse needs and interests of the local community.

*Principled:* Decisions are informed by the principles prescribed under Chapter 3 of the Act.

*Trusted:* The community has confidence that councillors and staff act ethically and make decisions in the interests of the whole community.

*Respectful:* Councillors, staff and meeting attendees treat each other with respect.

*Effective:* Meetings are well organised, effectively run and skilfully chaired.

*Orderly:* Councillors, staff and meeting attendees behave in a way that contributes to the orderly conduct of the meeting.

### **3 BEFORE THE MEETING**

#### Timing of ordinary council meetings

- 3.1 The council shall, by resolution, set the frequency, time, date and place of its ordinary meetings.

**Note: Under section 396 of the Act, county councils are required to meet at least four (4) times each year.**

#### Extraordinary meetings

- 3.2 If the chairperson receives a request in writing, signed by at least two (2) councillors, the chairperson must call an extraordinary meeting of the council to be held as soon as practicable, but in any event, no more than fourteen (14) days after receipt of the request. The chairperson can be one of the two councillors requesting the meeting.

**Note: Clause 3.3 reflects section 366 of the Act.**

#### Notice to the public of council meetings

- 3.3 The council must give notice to the public of the time, date and place of each of its meetings, including extraordinary meetings and of each meeting of committees of the council.

**Note: Clause 3.4 reflects section 9(1) of the Act.**

- 3.4 For the purposes of clause 3.4, notice of a meeting of the council and of a committee of council is to be published before the meeting takes place. The notice must be published on the council's website, and in such other manner that the council is satisfied is likely to bring notice of the meeting to the attention of as many people as possible.

- 3.5 For the purposes of clause 3.4, notice of more than one (1) meeting may be given in the same notice.

#### Notice to councillors of ordinary council meetings

- 3.6 The general manager must send to each councillor, at least three (3) days before each meeting of the council, a notice specifying the time, date and place at which the meeting is to be held, and the business proposed to be considered at the meeting.

**Note: Clause 3.6 reflects section 367(1) of the Act.**

- 3.7 The notice and the agenda for, and the business papers relating to, the meeting may be given to councillors in electronic form, but only if all councillors have facilities to access the notice, agenda and business papers in that form.

**Note: Clause 3.7 reflects section 367(3) of the Act.**

#### Notice to councillors of extraordinary meetings

- 3.8 Notice of less than three (3) days may be given to councillors of an extraordinary meeting of the council in cases of emergency.

**Note: Clause 3.8 reflects section 367(2) of the Act.**

#### Giving notice of business to be considered at council meetings

- 3.9 A councillor may give notice of any business they wish to be considered by the council at its next ordinary meeting by way of a notice of motion. To be included on the agenda of the meeting, the notice of motion must be in writing and must be submitted six (6) business days before the meeting is to be held.
- 3.10 A councillor may, in writing to the general manager, request the withdrawal of a notice of motion submitted by them prior to its inclusion in the agenda and business paper for the meeting at which it is to be considered.
- 3.11 If the general manager considers that a notice of motion submitted by a councillor for consideration at an ordinary meeting of the council has legal, strategic, financial or policy implications which should be taken into consideration by the meeting, the general manager may prepare a report in relation to the notice of motion for inclusion with the business papers for the meeting at which the notice of motion is to be considered by the council.
- 3.12 A notice of motion for the expenditure of funds on works and/or services other than those already provided for in the council's current adopted operational plan must identify the source of funding for the expenditure that is the subject of the notice of motion. If the notice of motion does not identify a funding source, the general manager must either:
- (a) prepare a report on the availability of funds for implementing the motion if adopted for inclusion in the business papers for the meeting at which the notice of motion is to be considered by the council, or
  - (b) by written notice sent to all councillors with the business papers for the meeting for which the notice of motion has been submitted, defer consideration of the matter by the council to such a date specified in the notice, pending the preparation of such a report.

#### Questions with notice

- 3.13 A councillor may, by way of a notice submitted under clause 3.09, ask a question for response by the general manager about the performance or operations of the council.

- 3.14 A councillor is not permitted to ask a question with notice under clause 3.13 that comprises a complaint against the general manager or a member of staff of the council, or a question that implies wrongdoing by the general manager or a member of staff of the council.
- 3.15 The general manager or their nominee may respond to a question with notice submitted under clause 3.13 by way of a report included in the business papers for the relevant meeting of the council or orally at the meeting.

Agenda and business papers for ordinary meetings

- 3.16 The general manager must cause the agenda for a meeting of the council or a committee of the council to be prepared as soon as practicable before the meeting.
- 3.17 The general manager must ensure that the agenda for an ordinary meeting of the council states:
- (a) all matters to be dealt with arising out of the proceedings of previous meetings of the council, and
  - (b) if the chairperson is the chairperson – any matter or topic that the chairperson proposes, at the time when the agenda is prepared, to put to the meeting, and
  - (c) all matters, including matters that are the subject of staff reports and reports of committees, to be considered at the meeting, and
  - (d) any business of which due notice has been given under clause 3.09.
- 3.18 Nothing in clause 3.17 limits the powers of the chairperson to put a chairpersons minute to a meeting under clause 9.6.
- 3.19 The general manager must not include in the agenda for a meeting of the council any business of which due notice has been given if, in the opinion of the general manager, the business is, or the implementation of the business would be, unlawful. The general manager must report, without giving details of the item of business, any such exclusion to the next meeting of the council.
- 3.20 Where the agenda includes the receipt of information or discussion of other matters that, in the opinion of the general manager, is likely to take place when the meeting is closed to the public, the general manager must ensure that the agenda of the meeting:
- (a) identifies the relevant item of business and indicates that it is of such a nature (without disclosing details of the information to be considered when the meeting is closed to the public), and
  - (b) states the grounds under section 10A(2) of the Act relevant to the item of business.

**Note: Clause 3.20 reflects section 9(2A)(a) of the Act.**

- 3.21 The general manager must ensure that the details of any item of business which, in the opinion of the general manager, is likely to be considered when the meeting is closed to the public, are included in a business paper provided

to councillors for the meeting concerned. Such details must not be included in the business papers made available to the public, and must not be disclosed by a councillor or by any other person to another person who is not authorised to have that information.

#### Availability of the agenda and business papers to the public

- 3.22 Copies of the agenda and the associated business papers, such as correspondence and reports for meetings of the council and committees of council, are to be published on the council's website, and must be made available to the public for inspection, or for taking away by any person free of charge at the offices of the council, at the relevant meeting and at such other venues determined by the council.

**Note: Clause 3.22 reflects section 9(2) and (4) of the Act.**

- 3.23 Clause 3.22 does not apply to the business papers for items of business that the general manager has identified under clause 3.21 as being likely to be considered when the meeting is closed to the public.

**Note: Clause 3.23 reflects section 9(2A)(b) of the Act.**

- 3.24 For the purposes of clause 3.22, copies of agendas and business papers must be published on the council's website and made available to the public at a time that is as close as possible to the time they are available to councillors.

**Note: Clause 3.24 reflects section 9(3) of the Act.**

- 3.25 A copy of an agenda, or of an associated business paper made available under clause 3.22, may in addition be given or made available in electronic form.

**Note: Clause 3.25 reflects section 9(5) of the Act.**

#### Agenda and business papers for extraordinary meetings

- 3.26 The general manager must ensure that the agenda for an extraordinary meeting of the council deals only with the matters stated in the notice of the meeting.

- 3.27 Despite clause 3.26, business may be considered at an extraordinary meeting of the council, even though due notice of the business has not been given, if:

- (a) a motion is passed to have the business considered at the meeting, and
- (b) the business to be considered is ruled by the chairperson to be of great urgency on the grounds that it requires a decision by the council before the next scheduled ordinary meeting of the council.

- 3.28 A motion moved under clause 3.27(a) can be moved without notice but only after the business notified in the agenda for the extraordinary meeting has been dealt with.



- 3.29 Despite clauses 10.20–10.30, only the mover of a motion moved under clause 3.27(a) can speak to the motion before it is put.
- 3.30 A motion of dissent cannot be moved against a ruling of the chairperson under clause 3.27(b) on whether a matter is of great urgency.

#### Pre-meeting briefing sessions

- 3.31 Prior to each ordinary meeting of the council, the general manager may arrange a pre-meeting briefing session to brief councillors on business to be considered at the meeting. Pre-meeting briefing sessions may also be held for extraordinary meetings of the council and meetings of committees of the council.
- 3.32 Pre-meeting briefing sessions are to be held in the absence of the public.
- 3.33 The general manager or a member of staff nominated by the general manager is to preside at pre-meeting briefing sessions.
- 3.34 Councillors must not use pre-meeting briefing sessions to debate or make preliminary decisions on items of business they are being briefed on, and any debate and decision-making must be left to the formal council or committee meeting at which the item of business is to be considered.
- 3.35 Councillors (including the chairperson) must declare and manage any conflicts of interest they may have in relation to any item of business that is the subject of a briefing at a pre-meeting briefing session, in the same way that they are required to do so at a council or committee meeting. The council is to maintain a written record of all conflict of interest declarations made at pre-meeting briefing sessions and how the conflict of interest was managed by the councillor who made the declaration.

## **4 PUBLIC FORUMS**

- 4.1 The council may hold a public forum prior to each ordinary meeting of the council for the purpose of hearing oral submissions from members of the public on items of business to be considered at the meeting. Public forums may also be held prior to extraordinary council meetings and meetings of committees of the council.
- 4.2 Public forums are to be chaired by the chairperson or their nominee.
- 4.3 To speak at a public forum, a person must first make an application to the council in the approved form. Applications to speak at the public forum must be received by **10 business days** before the date on which the public forum is to be held, and must identify the item of business on the agenda of the council meeting the person wishes to speak on, and whether they wish to speak 'for' or 'against' the item.
- 4.4 A person may apply to speak on no more than **two (2)** items of business on the agenda of the council meeting.

- 4.5 Legal representatives acting on behalf of others are not to be permitted to speak at a public forum unless they identify their status as a legal representative when applying to speak at the public forum.
- 4.6 The general manager or their delegate may refuse an application to speak at a public forum. The general manager or their delegate must give reasons in writing for a decision to refuse an application.
- 4.7 No more than three **(3)** speakers are to be permitted to speak 'for' or 'against' each item of business on the agenda for the council meeting.
- 4.8 If more than the permitted number of speakers apply to speak 'for' or 'against' any item of business, the general manager or their delegate may request the speakers to nominate from among themselves the persons who are to address the council on the item of business. If the speakers are not able to agree on whom to nominate to address the council, the general manager or their delegate is to determine who will address the council at the public forum.
- 4.9 If more than the permitted number of speakers apply to speak 'for' or 'against' any item of business, the general manager or their delegate may, in consultation with the chairperson or the chairperson's nominated chairperson, increase the number of speakers permitted to speak on an item of business, where they are satisfied that it is necessary to do so to allow the council to hear a fuller range of views on the relevant item of business.
- 4.10 Approved speakers at the public forum are to register with the council any written, visual or audio material to be presented in support of their address to the council at the public forum, and to identify any equipment needs no more than five **(5) business** days before the public forum. The general manager or their delegate may refuse to allow such material to be presented.
- 4.11 The general manager or their delegate is to determine the order of speakers at the public forum.
- 4.12 Each speaker will be allowed **three (3)** minutes to address the council. This time is to be strictly enforced by the chairperson.
- 4.13 Speakers at public forums must not digress from the item on the agenda of the council meeting they have applied to address the council on. If a speaker digresses to irrelevant matters, the chairperson is to direct the speaker not to do so. If a speaker fails to observe a direction from the chairperson, the speaker will not be further heard.
- 4.14 A councillor (including the chairperson) may, through the chairperson, ask questions of a speaker following their address at a public forum. Questions put to a speaker must be direct, succinct and without argument.
- 4.15 Speakers are under no obligation to answer a question put under clause 4.14. Answers by the speaker, to each question are to be limited to two **(2)** minutes.

- 4.16 Speakers at public forums cannot ask questions of the council, councillors or council staff.
- 4.17 The general manager or their nominee may, with the concurrence of the chairperson, address the council for up to **three (3)** minutes in response to an address to the council at a public forum after the address and any subsequent questions and answers have been finalised.
- 4.18 Where an address made at a public forum raises matters that require further consideration by council staff, the general manager may recommend that the council defer consideration of the matter pending the preparation of a further report on the matters.
- 4.19 When addressing the council, speakers at public forums must comply with this code and all other relevant council codes, policies and procedures. Speakers must refrain from engaging in disorderly conduct, publicly alleging breaches of the council's code of conduct or making other potentially defamatory statements.
- 4.20 If the chairperson considers that a speaker at a public forum has engaged in conduct of the type referred to in clause 4.19, the chairperson may request the person to refrain from the inappropriate behaviour and to withdraw and unreservedly apologise for any inappropriate comments. Where the speaker fails to comply with the chairperson's request, the chairperson may immediately require the person to stop speaking.
- 4.21 Clause 4.20 does not limit the ability of the chairperson to deal with disorderly conduct by speakers at public forums in accordance with the provisions of Part 15 of this code.
- 4.22 Where a speaker engages in conduct of the type referred to in clause 4.19, the general manager or their delegate may refuse further applications from that person to speak at public forums for such a period as the general manager or their delegate considers appropriate.
- 4.23 Councillors (including the chairperson) must declare and manage any conflicts of interest they may have in relation to any item of business that is the subject of an address at a public forum, in the same way that they are required to do so at a council or committee meeting. The council is to maintain a written record of all conflict of interest declarations made at public forums and how the conflict of interest was managed by the councillor who made the declaration.

**Note: Public forums should not be held as part of a council or committee meeting. Council or committee meetings should be reserved for decision-making by the council or committee of council. Where a public forum is held as part of a council or committee meeting, it must be conducted in accordance with the other requirements of this code relating to the conduct of council and committee meetings.**

## 5 COMING TOGETHER

### Attendance by councillors at meetings

- 5.1 All councillors must make reasonable efforts to attend meetings of the council and of committees of the council of which they are members.

**Note: A councillor may not attend a meeting as a councillor (other than the first meeting of the council after the councillor is elected or a meeting at which the councillor takes an oath or makes an affirmation of office) until they have taken an oath or made an affirmation of office in the form prescribed under section 233A of the Act.**

- 5.2 A councillor cannot participate in a meeting of the council or of a committee of the council unless personally present at the meeting.

- 5.3 This clause is not applicable to County Councils and has been removed.

- 5.4 Where a councillor is unable to attend one or more ordinary meetings of the council, the councillor should request that the council grant them a leave of absence from those meetings. This clause does not prevent a councillor from making an apology if they are unable to attend a meeting. However the acceptance of such an apology does not constitute the granting of a leave of absence for the purposes of this code and the Act.

- 5.5 A councillor's request for leave of absence from council meetings should, if practicable, identify (by date) the meetings from which the councillor intends to be absent and the grounds upon which the leave of absence is being sought.

- 5.6 The council must act reasonably when considering whether to grant a councillor's request for a leave of absence.

- 5.7 A councillor's civic office will become vacant if the councillor is absent from three (3) consecutive ordinary meetings of the council without prior leave of the council, or leave granted by the council at any of the meetings concerned, unless the holder is absent because they have been suspended from office under the Act, or because the council has been suspended under the Act, or as a consequence of a compliance order under section 438HA.

**Note: Clause 5.7 reflects section 234(1)(d) of the Act.**

- 5.8 A councillor who intends to attend a meeting of the council despite having been granted a leave of absence should, if practicable, give the general manager at least two (2) days' notice of their intention to attend.

### The quorum for a meeting

- 5.9 The quorum for a meeting of the council is a majority of the councillors of the council who hold office at that time and are not suspended from office.

**Note: Clause 5.9 reflects section 368(1) of the Act.**

- 5.10 Clause 5.9 does not apply if the quorum is required to be determined in accordance with directions of the Minister in a performance improvement order issued in respect of the council.

**Note: Clause 5.10 reflects section 368(2) of the Act.**

- 5.11 A meeting of the council must be adjourned if a quorum is not present:
- (a) at the commencement of the meeting where the number of apologies received for the meeting indicates that there will not be a quorum for the meeting, or
  - (b) within half an hour after the time designated for the holding of the meeting, or
  - (c) at any time during the meeting.
- 5.12 In either case, the meeting must be adjourned to a time, date and place fixed:
- (a) by the chairperson, or
  - (b) in the chairperson's absence, by the majority of the councillors present, or
  - (c) failing that, by the general manager.
- 5.13 The general manager must record in the council's minutes the circumstances relating to the absence of a quorum (including the reasons for the absence of a quorum) at or arising during a meeting of the council, together with the names of the councillors present.
- 5.14 Where, prior to the commencement of a meeting, it becomes apparent that a quorum may not be present at the meeting, or that the safety and welfare of councillors, council staff and members of the public may be put at risk by attending the meeting because of a natural disaster (such as, but not limited to flood or bushfire), the chairperson may, in consultation with the general manager and, as far as is practicable, with each councillor, cancel the meeting. Where a meeting is cancelled, notice of the cancellation must be published on the council's website and in such other manner that the council is satisfied is likely to bring notice of the cancellation to the attention of as many people as possible.
- 5.15 Where a meeting is cancelled under clause 5.14, the business to be considered at the meeting may instead be considered, where practicable, at the next ordinary meeting of the council or at an extraordinary meeting called under clause 3.3.

#### Entitlement of the public to attend council meetings

- 5.16 Everyone is entitled to attend a meeting of the council and committees of the council. The council must ensure that all meetings of the council and committees of the council are open to the public.

**Note: Clause 5.16 reflects section 10(1) of the Act.**

- 5.17 Clause 5.16 does not apply to parts of meetings that have been closed to the public under section 10A of the Act.

- 5.18 A person (whether a councillor or another person) is not entitled to be present at a meeting of the council or a committee of the council if expelled from the meeting:
- (a) by a resolution of the meeting, or
  - (b) by the person presiding at the meeting if the council has, by resolution, authorised the person presiding to exercise the power of expulsion.

**Note: Clause 5.18 reflects section 10(2) of the Act.**

#### Webcasting of meetings

- 5.19 All meetings of the council and committees of the council after 14 December 2019 will be audio recorded and posted on the council's website.

**Note: Councils will be required to webcast meetings from 14 December 2019. Councils that do not currently webcast meetings should take steps to ensure that meetings are webcast by 14 December 2019.**

**Note: Councils must include supplementary provisions in their adopted codes of meeting practice that specify whether meetings are to be livestreamed or recordings of meetings uploaded on the council's website at a later time. The supplementary provisions must also specify whether the webcast is to comprise of an audio visual recording of the meeting or an audio recording of the meeting.**

- 5.20 Clause 5.19 does not apply to parts of a meeting that have been closed to the public under section 10A of the Act.
- 5.21 At the start of each meeting the chairperson is to make a statement informing those in attendance that the meeting is being recorded and that those in attendance should refrain from making any defamatory statements.
- 5.22 A recording of each meeting of the council and committee of the council is to be retained on the council's website for **12 Months**. Recordings of meetings may be disposed of in accordance with the *State Records Act 1998*.

#### Attendance of the general manager and other staff at meetings

- 5.23 The general manager is entitled to attend, but not to vote at, a meeting of the council or a meeting of a committee of the council of which all of the members are councillors.

**Note: Clause 5.23 reflects section 376(1) of the Act.**

- 5.24 The general manager is entitled to attend a meeting of any other committee of the council and may, if a member of the committee, exercise a vote.

**Note: Clause 5.24 reflects section 376(2) of the Act.**

- 5.25 The general manager may be excluded from a meeting of the council or a committee while the council or committee deals with a matter relating to the standard of performance of the general manager or the terms of employment of the general manager.

**Note: Clause 5.25 reflects section 376(3) of the Act.**

- 5.26 The attendance of other council staff at a meeting, (other than as members of the public) shall be with the approval of the general manager.

## **6 THE CHAIRPERSON**

### The chairperson at meetings

- 6.1 The chairperson, or at the request of or in the absence of the chairperson, the deputy chairperson (if any) presides at meetings of the council.

**Note: Clause 6.1 reflects section 369(1) of the Act.**

- 6.2 If the chairperson and the deputy chairperson (if any) are absent, a councillor elected to chair the meeting by the councillors present presides at a meeting of the council.

**Note: Clause 6.2 reflects section 369(2) of the Act.**

### Election of the chairperson in the absence of the chairperson and deputy chairperson

- 6.3 If no chairperson is present at a meeting of the council at the time designated for the holding of the meeting, the first business of the meeting must be the election of a chairperson to preside at the meeting.

- 6.4 The election of a chairperson must be conducted:

- (a) by the general manager or, in their absence, an employee of the council designated by the general manager to conduct the election, or
- (b) by the person who called the meeting or a person acting on their behalf if neither the general manager nor a designated employee is present at the meeting, or if there is no general manager or designated employee.

- 6.5 If, at an election of a chairperson, two (2) or more candidates receive the same number of votes and no other candidate receives a greater number of votes, the chairperson is to be the candidate whose name is chosen by lot.

- 6.6 For the purposes of clause 6.5, the person conducting the election must:

- (a) arrange for the names of the candidates who have equal numbers of votes to be written on similar slips, and
- (b) then fold the slips so as to prevent the names from being seen, mix the slips and draw one of the slips at random.

- 6.7 The candidate whose name is on the drawn slip is the candidate who is to be the chairperson.

- 6.8 Any election conducted under clause 6.3, and the outcome of the vote, are to be recorded in the minutes of the meeting.

#### Chairperson to have precedence

- 6.9 When the chairperson rises or speaks during a meeting of the council:
- (a) any councillor then speaking or seeking to speak must cease speaking and, if standing, immediately resume their seat, and
  - (b) every councillor present must be silent to enable the chairperson to be heard without interruption.

### **7 MODES OF ADDRESS**

- 7.1 If the chairperson is the chairperson, they are to be addressed as 'Mr Chairperson' or 'Madam Chairperson'.
- 7.2 Where the chairperson is not the chairperson, they are to be addressed as either 'Mr Chairperson' or 'Madam Chairperson'.
- 7.3 A councillor is to be addressed as 'Councillor [surname]'.
- 7.4 A council officer is to be addressed by their official designation or as Mr/Ms [surname].

### **8 ORDER OF BUSINESS FOR ORDINARY COUNCIL MEETINGS**

- 8.1 At a meeting of the council, the general order of business is as fixed by resolution of the council.
- 8.2 this Clause does not apply to Council so has been deleted.
- 8.3 The order of business as fixed under clause 8.1 may be altered for a particular meeting of the council if a motion to that effect is passed at that meeting. Such a motion can be moved without notice.
- 8.4 Despite clauses 10.20–10.30, only the mover of a motion referred to in clause 8.3 may speak to the motion before it is put.

### **9 CONSIDERATION OF BUSINESS AT COUNCIL MEETINGS**

#### Business that can be dealt with at a council meeting

- 9.1 The council must not consider business at a meeting of the council:
- (a) unless a councillor has given notice of the business, as required by clause 3.09, and
  - (b) unless notice of the business has been sent to the councillors in accordance with clause 3.7 in the case of an ordinary meeting or clause 3.8 in the case of an extraordinary meeting called in an emergency.



- 9.2 Clause 9.1 does not apply to the consideration of business at a meeting, if the business:
- (a) is already before, or directly relates to, a matter that is already before the council, or
  - (b) is the election of a chairperson to preside at the meeting, or
  - (c) subject to clause 9.9, is a matter or topic put to the meeting by way of a chairpersons minute, or
  - (d) is a motion for the adoption of recommendations of a committee, including, but not limited to, a committee of the council.
- 9.3 Despite clause 9.1, business may be considered at a meeting of the council even though due notice of the business has not been given to the councillors if:
- (a) a motion is passed to have the business considered at the meeting, and
  - (b) the business to be considered is ruled by the chairperson to be of great urgency on the grounds that it requires a decision by the council before the next scheduled ordinary meeting of the council.
- 9.4 A motion moved under clause 9.3(a) can be moved without notice. Despite clauses 10.20–10.30, only the mover of a motion referred to in clause 9.3(a) can speak to the motion before it is put.
- 9.5 A motion of dissent cannot be moved against a ruling by the chairperson under clause 9.3(b).

#### Chairpersons minute

- 9.6 Subject to clause 9.9, if the chairperson is the chairperson at a meeting of the council, the chairperson may, by minute signed by the chairperson, put to the meeting without notice any matter or topic that is within the jurisdiction of the council, or of which the council has official knowledge.
- 9.7 A chairpersons minute, when put to a meeting, takes precedence over all business on the council's agenda for the meeting. The chairperson (but only if the chairperson is the chairperson) may move the adoption of a chairpersons minute without the motion being seconded.
- 9.8 A recommendation made in a chairpersons minute put by the chairperson is, so far as it is adopted by the council, a resolution of the council.
- 9.9 A chairpersons minute must not be used to put without notice matters that are routine and not urgent, or matters for which proper notice should be given because of their complexity. For the purpose of this clause, a matter will be urgent where it requires a decision by the council before the next scheduled ordinary meeting of the council.
- 9.10 Where a chairpersons minute makes a recommendation which, if adopted, would require the expenditure of funds on works and/or services other than those already provided for in the council's current adopted operational plan, it must identify the source of funding for the expenditure that is the subject of the recommendation. If the chairpersons minute does not identify a funding

source, the council must defer consideration of the matter, pending a report from the general manager on the availability of funds for implementing the recommendation if adopted.

### Staff reports

- 9.11 A recommendation made in a staff report is, so far as it is adopted by the council, a resolution of the council.

### Reports of committees of council

- 9.12 The recommendations of a committee of the council are, so far as they are adopted by the council, resolutions of the council.
- 9.13 If in a report of a committee of the council distinct recommendations are made, the council may make separate decisions on each recommendation.

### Questions

- 9.14 A question must not be asked at a meeting of the council unless it concerns a matter on the agenda of the meeting or notice has been given of the question in accordance with clauses 3.09 and 3.14.
- 9.15 A councillor may, through the chairperson, put a question to another councillor about a matter on the agenda.
- 9.16 A councillor may, through the general manager, put a question to a council employee about a matter on the agenda. Council employees are only obliged to answer a question put to them through the general manager at the direction of the general manager.
- 9.17 A councillor or council employee to whom a question is put is entitled to be given reasonable notice of the question and, in particular, sufficient notice to enable reference to be made to other persons or to documents. Where a councillor or council employee to whom a question is put is unable to respond to the question at the meeting at which it is put, they may take it on notice and report the response to the next meeting of the council.
- 9.18 Councillors must put questions directly, succinctly, respectfully and without argument.
- 9.19 The chairperson must not permit discussion on any reply to, or refusal to reply to, a question put to a councillor or council employee.

## **10 RULES OF DEBATE**

### Motions to be seconded

- 10.1 Unless otherwise specified in this code, a motion or an amendment cannot be debated unless or until it has been seconded.

### Notices of motion

- 10.2 A councillor who has submitted a notice of motion under clause 3.10 is to move the motion the subject of the notice of motion at the meeting at which it is to be considered.
- 10.3 If a councillor who has submitted a notice of motion under clause 3.10 wishes to withdraw it after the agenda and business paper for the meeting at which it is to be considered have been sent to councillors, the councillor may request the withdrawal of the motion when it is before the council.
- 10.4 In the absence of a councillor who has placed a notice of motion on the agenda for a meeting of the council:
- (a) any other councillor may, with the leave of the chairperson, move the motion at the meeting, or
  - (b) the chairperson may defer consideration of the motion until the next meeting of the council.

### Chairperson's duties with respect to motions

- 10.5 It is the duty of the chairperson at a meeting of the council to receive and put to the meeting any lawful motion that is brought before the meeting.
- 10.6 The chairperson must rule out of order any motion or amendment to a motion that is unlawful or the implementation of which would be unlawful.
- 10.7 Before ruling out of order a motion or an amendment to a motion under clause 10.6, the chairperson is to give the mover an opportunity to clarify or amend the motion or amendment.
- 10.8 Any motion, amendment or other matter that the chairperson has ruled out of order is taken to have been lost.

### Motions requiring the expenditure of funds

- 10.9 A motion or an amendment to a motion which if passed would require the expenditure of funds on works and/or services other than those already provided for in the council's current adopted operational plan must identify the source of funding for the expenditure that is the subject of the motion. If the motion does not identify a funding source, the council must defer consideration of the matter, pending a report from the general manager on the availability of funds for implementing the motion if adopted.

### Amendments to motions

- 10.10 An amendment to a motion must be moved and seconded before it can be debated.
- 10.11 An amendment to a motion must relate to the matter being dealt with in the original motion before the council and must not be a direct negative of the original motion. An amendment to a motion which does not relate to the matter being dealt with in the original motion, or which is a direct negative of the original motion, must be ruled out of order by the chairperson.
- 10.12 The mover of an amendment is to be given the opportunity to explain any uncertainties in the proposed amendment before a seconder is called for.
- 10.13 If an amendment has been lost, a further amendment can be moved to the motion to which the lost amendment was moved, and so on, but no more than one (1) motion and one (1) proposed amendment can be before council at any one time.
- 10.14 While an amendment is being considered, debate must only occur in relation to the amendment and not the original motion. Debate on the original motion is to be suspended while the amendment to the original motion is being debated.
- 10.15 If the amendment is carried, it becomes the motion and is to be debated. If the amendment is lost, debate is to resume on the original motion.
- 10.16 An amendment may become the motion without debate or a vote where it is accepted by the councillor who moved the original motion.

### Foreshadowed motions

- 10.17 A councillor may propose a foreshadowed motion in relation to the matter the subject of the original motion before the council, without a seconder during debate on the original motion. The foreshadowed motion is only to be considered if the original motion is lost or withdrawn and the foreshadowed motion is then moved and seconded. If the original motion is carried, the foreshadowed motion lapses.
- 10.18 Where an amendment has been moved and seconded, a councillor may, without a seconder, foreshadow a further amendment that they propose to move after the first amendment has been dealt with. There is no limit to the number of foreshadowed amendments that may be put before the council at any time. However, no discussion can take place on foreshadowed amendments until the previous amendment has been dealt with and the foreshadowed amendment has been moved and seconded.
- 10.19 Foreshadowed motions and foreshadowed amendments are to be considered in the order in which they are proposed. However, foreshadowed motions cannot be considered until all foreshadowed amendments have been dealt with.

### Limitations on the number and duration of speeches

- 10.20 A councillor who, during a debate at a meeting of the council, moves an original motion, has the right to speak on each amendment to the motion and a right of general reply to all observations that are made during the debate in relation to the motion, and any amendment to it at the conclusion of the debate before the motion (whether amended or not) is finally put.
- 10.21 A councillor, other than the mover of an original motion, has the right to speak once on the motion and once on each amendment to it.
- 10.22 A councillor must not, without the consent of the council, speak more than once on a motion or an amendment, or for longer than five (5) minutes at any one time.
- 10.23 Despite clause 10.22, the chairperson may permit a councillor who claims to have been misrepresented or misunderstood to speak more than once on a motion or an amendment, and for longer than five (5) minutes on that motion or amendment to enable the councillor to make a statement limited to explaining the misrepresentation or misunderstanding.
- 10.24 Despite clause 10.22, the council may resolve to shorten the duration of speeches to expedite the consideration of business at a meeting.
- 10.25 Despite clauses 10.20 and 10.21, a councillor may move that a motion or an amendment be now put:
- (a) if the mover of the motion or amendment has spoken in favour of it and no councillor expresses an intention to speak against it, or
  - (b) if at least two (2) councillors have spoken in favour of the motion or amendment and at least two (2) councillors have spoken against it.
- 10.26 The chairperson must immediately put to the vote, without debate, a motion moved under clause 10.25. A seconder is not required for such a motion.
- 10.27 If a motion that the original motion or an amendment be now put is passed, the chairperson must, without further debate, put the original motion or amendment to the vote immediately after the mover of the original motion has exercised their right of reply under clause 10.20.
- 10.28 If a motion that the original motion or an amendment be now put is lost, the chairperson must allow the debate on the original motion or the amendment to be resumed.
- 10.29 All councillors must be heard without interruption and all other councillors must, unless otherwise permitted under this code, remain silent while another councillor is speaking.
- 10.30 Once the debate on a matter has concluded and a matter has been dealt with, the chairperson must not allow further debate on the matter.

## 11 VOTING

### Voting entitlements of councillors

11.1 Each councillor is entitled to one (1) vote.

**Note: Clause 11.1 reflects section 370(1) of the Act.**

11.2 The person presiding at a meeting of the council has, in the event of an equality of votes, a second or casting vote.

**Note: Clause 11.2 reflects section 370(2) of the Act.**

11.3 Where the chairperson declines to exercise, or fails to exercise, their second or casting vote, in the event of an equality of votes, the motion being voted upon is lost.

11.4 Clause 11.4 does not apply to County Councils and has been deleted..

### Voting at council meetings

11.5 A councillor who is present at a meeting of the council but who fails to vote on a motion put to the meeting is taken to have voted against the motion.

11.6 If a councillor who has voted against a motion put at a council meeting so requests, the general manager must ensure that the councillor's dissenting vote is recorded in the council's minutes.

11.7 The decision of the chairperson as to the result of a vote is final, unless the decision is immediately challenged and not fewer than two (2) councillors rise and call for a division.

11.8 When a division on a motion is called, the chairperson must ensure that the division takes place immediately. The general manager must ensure that the names of those who vote for the motion and those who vote against it are recorded in the council's minutes for the meeting.

11.9 When a division on a motion is called, any councillor who fails to vote will be recorded as having voted against the motion in accordance with clause 11.5 of this code.

11.10 Voting at a meeting, including voting in an election at a meeting, is to be by open means (such as on the voices, by show of hands or by a visible electronic voting system). However, the council may resolve that the voting in any election by councillors for chairperson or deputy chairperson is to be by secret ballot.

## **12 COMMITTEE OF THE WHOLE**

- 12.1 The council may resolve itself into a committee to consider any matter before the council.

**Note: Clause 12.1 reflects section 373 of the Act.**

- 12.2 All the provisions of this code relating to meetings of the council, so far as they are applicable, extend to and govern the proceedings of the council when in committee of the whole, except the provisions limiting the number and duration of speeches.

**Note: Clauses 10.20–10.30 limit the number and duration of speeches.**

- 12.3 The general manager or, in the absence of the general manager, an employee of the council designated by the general manager, is responsible for reporting to the council the proceedings of the committee of the whole. It is not necessary to report the proceedings in full but any recommendations of the committee must be reported.
- 12.4 The council must ensure that a report of the proceedings (including any recommendations of the committee) is recorded in the council's minutes. However, the council is not taken to have adopted the report until a motion for adoption has been made and passed.

## **13 DEALING WITH ITEMS BY EXCEPTION**

- 13.1 Council will not deal with items by exception.

## **14 CLOSURE OF COUNCIL MEETINGS TO THE PUBLIC**

### Grounds on which meetings can be closed to the public

- 14.1 The council or a committee of the council may close to the public so much of its meeting as comprises the discussion or the receipt of any of the following types of matters:
- (a) personnel matters concerning particular individuals (other than councillors),
  - (b) the personal hardship of any resident or ratepayer,
  - (c) information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business,
  - (d) commercial information of a confidential nature that would, if disclosed:
    - (i) prejudice the commercial position of the person who supplied it, or
    - (ii) confer a commercial advantage on a competitor of the council, or
    - (iii) reveal a trade secret,
  - (e) information that would, if disclosed, prejudice the maintenance of law,
  - (f) matters affecting the security of the council, councillors, council staff or council property,
  - (g) advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege,

- (h) information concerning the nature and location of a place or an item of Aboriginal significance on community land,
- (i) alleged contraventions of the council's code of conduct.

**Note: Clause 14.1 reflects section 10A(1) and (2) of the Act.**

- 14.2 The council or a committee of the council may also close to the public so much of its meeting as comprises a motion to close another part of the meeting to the public.

**Note: Clause 14.2 reflects section 10A(3) of the Act.**

Matters to be considered when closing meetings to the public

- 14.3 A meeting is not to remain closed during the discussion of anything referred to in clause 14.1:

- (a) except for so much of the discussion as is necessary to preserve the relevant confidentiality, privilege or security, and
- (b) if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret – unless the council or committee concerned is satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest.

**Note: Clause 14.3 reflects section 10B(1) of the Act.**

- 14.4 A meeting is not to be closed during the receipt and consideration of information or advice referred to in clause 14.1(g) unless the advice concerns legal matters that:

- (a) are substantial issues relating to a matter in which the council or committee is involved, and
- (b) are clearly identified in the advice, and
- (c) are fully discussed in that advice.

**Note: Clause 14.4 reflects section 10B(2) of the Act.**

- 14.5 If a meeting is closed during the discussion of a motion to close another part of the meeting to the public (as referred to in clause 14.2), the consideration of the motion must not include any consideration of the matter or information to be discussed in that other part of the meeting other than consideration of whether the matter concerned is a matter referred to in clause 14.1.

**Note: Clause 14.5 reflects section 10B(3) of the Act.**

- 14.6 For the purpose of determining whether the discussion of a matter in an open meeting would be contrary to the public interest, it is irrelevant that:

- (a) a person may misinterpret or misunderstand the discussion, or
- (b) the discussion of the matter may:
  - (i) cause embarrassment to the council or committee concerned, or to councillors or to employees of the council, or



- (ii) cause a loss of confidence in the council or committee.

**Note: Clause 14.6 reflects section 10B(4) of the Act.**

- 14.7 In deciding whether part of a meeting is to be closed to the public, the council or committee concerned must consider any relevant guidelines issued by the Chief Executive of the Office of Local Government.

**Note: Clause 14.7 reflects section 10B(5) of the Act.**

Notice of likelihood of closure not required in urgent cases

- 14.8 Part of a meeting of the council, or of a committee of the council, may be closed to the public while the council or committee considers a matter that has not been identified in the agenda for the meeting under clause 3.21 as a matter that is likely to be considered when the meeting is closed, but only if:
- (a) it becomes apparent during the discussion of a particular matter that the matter is a matter referred to in clause 14.1, and
  - (b) the council or committee, after considering any representations made under clause 14.9, resolves that further discussion of the matter:
    - (i) should not be deferred (because of the urgency of the matter), and
    - (ii) should take place in a part of the meeting that is closed to the public.

**Note: Clause 14.8 reflects section 10C of the Act.**

Representations by members of the public

- 14.9 The council, or a committee of the council, may allow members of the public to make representations to or at a meeting, before any part of the meeting is closed to the public, as to whether that part of the meeting should be closed.

**Note: Clause 14.9 reflects section 10A(4) of the Act.**

- 14.10 A representation under clause 14.9 is to be made after the motion to close the part of the meeting is moved and seconded.
- 14.11 Where the matter has been identified in the agenda of the meeting under clause 3.20 as a matter that is likely to be considered when the meeting is closed to the public, in order to make representations under clause 14.9, members of the public must first make an application to the council in the approved form. Applications must be received by **five (5) business days** before the meeting at which the matter is to be considered.
- 14.12 The general manager (or their delegate) may refuse an application made under clause 14.11. The general manager or their delegate must give reasons in writing for a decision to refuse an application.
- 14.13 No more than **three (3)** speakers are to be permitted to make representations under clause 14.9.

- 14.14 If more than the permitted number of speakers apply to make representations under clause 14.9, the general manager or their delegate may request the speakers to nominate from among themselves the persons who are to make representations to the council. If the speakers are not able to agree on whom to nominate to make representations under clause 14.9, the general manager or their delegate is to determine who will make representations to the council.
- 14.15 The general manager (or their delegate) is to determine the order of speakers.
- 14.16 Where the council or a committee of the council proposes to close a meeting or part of a meeting to the public in circumstances where the matter has not been identified in the agenda for the meeting under clause 3.21 as a matter that is likely to be considered when the meeting is closed to the public, the chairperson is to invite representations from the public under clause 14.9 after the motion to close the part of the meeting is moved and seconded. The chairperson is to permit no more than **three (3)** speakers to make representations in such order as determined by the chairperson.
- 14.17 Each speaker will be allowed **two (2)** minutes to make representations, and this time limit is to be strictly enforced by the chairperson. Speakers must confine their representations to whether the meeting should be closed to the public. If a speaker digresses to irrelevant matters, the chairperson is to direct the speaker not to do so. If a speaker fails to observe a direction from the chairperson, the speaker will not be further heard.

#### Expulsion of non-councillors from meetings closed to the public

- 14.18 If a meeting or part of a meeting of the council or a committee of the council is closed to the public in accordance with section 10A of the Act and this code, any person who is not a councillor and who fails to leave the meeting when requested, may be expelled from the meeting as provided by section 10(2)(a) or (b) of the Act.
- 14.19 If any such person, after being notified of a resolution or direction expelling them from the meeting, fails to leave the place where the meeting is being held, a police officer, or any person authorised for the purpose by the council or person presiding, may, by using only such force as is necessary, remove the first-mentioned person from that place and, if necessary restrain that person from re-entering that place for the remainder of the meeting.

#### Information to be disclosed in resolutions closing meetings to the public

- 14.20 The grounds on which part of a meeting is closed must be stated in the decision to close that part of the meeting and must be recorded in the minutes of the meeting. The grounds must specify the following:
- (a) the relevant provision of section 10A(2) of the Act,
  - (b) the matter that is to be discussed during the closed part of the meeting,
  - (c) the reasons why the part of the meeting is being closed, including (if the matter concerned is a matter other than a personnel matter concerning particular individuals, the personal hardship of a resident or ratepayer or a trade secret) an explanation of the way in which discussion of the

matter in an open meeting would be, on balance, contrary to the public interest.

**Note: Clause 14.20 reflects section 10D of the Act.**

#### Resolutions passed at closed meetings to be made public

- 14.21 If the council passes a resolution during a meeting, or a part of a meeting, that is closed to the public, the chairperson must make the resolution public as soon as practicable after the meeting, or the relevant part of the meeting, has ended, and the resolution must be recorded in the publicly available minutes of the meeting.
- 14.22 Resolutions passed during a meeting, or a part of a meeting, that is closed to the public must be made public by the chairperson under clause 14.21 during a part of the meeting that is webcast.

### **15 KEEPING ORDER AT MEETINGS**

#### Points of order

- 15.1 A councillor may draw the attention of the chairperson to an alleged breach of this code by raising a point of order. A point of order does not require a seconder.
- 15.2 A point of order cannot be made with respect to adherence to the principles contained in clause 2.1.
- 15.3 A point of order must be taken immediately it is raised. The chairperson must suspend the business before the meeting and permit the councillor raising the point of order to state the provision of this code they believe has been breached. The chairperson must then rule on the point of order – either by upholding it or by overruling it.

#### Questions of order

- 15.4 The chairperson, without the intervention of any other councillor, may call any councillor to order whenever, in the opinion of the chairperson, it is necessary to do so.
- 15.5 A councillor who claims that another councillor has committed an act of disorder, or is out of order, may call the attention of the chairperson to the matter.
- 15.6 The chairperson must rule on a question of order immediately after it is raised but, before doing so, may invite the opinion of the council.
- 15.7 The chairperson's ruling must be obeyed unless a motion dissenting from the ruling is passed.

### Motions of dissent

- 15.8 A councillor can, without notice, move to dissent from a ruling of the chairperson on a point of order or a question of order. If that happens, the chairperson must suspend the business before the meeting until a decision is made on the motion of dissent.
- 15.9 If a motion of dissent is passed, the chairperson must proceed with the suspended business as though the ruling dissented from had not been given. If, as a result of the ruling, any motion or business has been rejected as out of order, the chairperson must restore the motion or business to the agenda and proceed with it in due course.
- 15.10 Despite any other provision of this code, only the mover of a motion of dissent and the chairperson can speak to the motion before it is put. The mover of the motion does not have a right of general reply.

### Acts of disorder

- 15.11 A councillor commits an act of disorder if the councillor, at a meeting of the council or a committee of the council:
- (a) contravenes the Act or any regulation in force under the Act or this code, or
  - (b) assaults or threatens to assault another councillor or person present at the meeting, or
  - (c) moves or attempts to move a motion or an amendment that has an unlawful purpose or that deals with a matter that is outside the jurisdiction of the council or the committee, or addresses or attempts to address the council or the committee on such a motion, amendment or matter, or
  - (d) insults or makes personal reflections on or imputes improper motives to any other council official, or alleges a breach of the council's code of conduct, or
  - (e) says or does anything that is inconsistent with maintaining order at the meeting or is likely to bring the council or the committee into disrepute.
- 15.12 The chairperson may require a councillor:
- (a) to apologise without reservation for an act of disorder referred to in clauses 15.11(a) or (b), or
  - (b) to withdraw a motion or an amendment referred to in clause 15.11(c) and, where appropriate, to apologise without reservation, or
  - (c) to retract and apologise without reservation for an act of disorder referred to in clauses 15.11(d) and (e).

### How disorder at a meeting may be dealt with

- 15.13 If disorder occurs at a meeting of the council, the chairperson may adjourn the meeting for a period of not more than fifteen (15) minutes and leave the chair. The council, on reassembling, must, on a question put from the chairperson, decide without debate whether the business is to be proceeded with or not. This clause applies to disorder arising from the conduct of

members of the public as well as disorder arising from the conduct of councillors.

#### Expulsion from meetings

- 15.14 This clause does not relate to Council and has been deleted.
- 15.15 All chairpersons of meetings of the council and committees of the council are authorised under this code to expel any person other than a councillor, from a council or committee meeting, for the purposes of section 10(2)(b) of the Act. Councillors may only be expelled by resolution of the council or the committee of the council.
- 15.16 Clause 15.15 does not limit the ability of the council or a committee of the council to resolve to expel a person, including a councillor, from a council or committee meeting, under section 10(2)(a) of the Act.
- 15.17 A councillor may, as provided by section 10(2)(a) or (b) of the Act, be expelled from a meeting of the council for having failed to comply with a requirement under clause 15.12. The expulsion of a councillor from the meeting for that reason does not prevent any other action from being taken against the councillor for the act of disorder concerned.
- 15.18 A member of the public may, as provided by section 10(2)(a) or (b) of the Act, be expelled from a meeting of the council for engaging in or having engaged in disorderly conduct at the meeting.
- 15.19 Where a councillor or a member of the public is expelled from a meeting, the expulsion and the name of the person expelled, if known, are to be recorded in the minutes of the meeting.
- 15.20 If a councillor or a member of the public fails to leave the place where a meeting of the council is being held immediately after they have been expelled, a police officer, or any person authorised for the purpose by the council or person presiding, may, by using only such force as is necessary, remove the councillor or member of the public from that place and, if necessary, restrain the councillor or member of the public from re-entering that place for the remainder of the meeting.

#### Use of mobile phones and the unauthorised recording of meetings

- 15.21 Councillors, council staff and members of the public must ensure that mobile phones are turned to silent during meetings of the council and committees of the council.
- 15.22 A person must not live stream or use an audio recorder, video camera, mobile phone or any other device to make a recording of the proceedings of a meeting of the council or a committee of the council without the prior authorisation of the council or the committee.
- 15.23 Any person who contravenes or attempts to contravene clause 15.22, may be expelled from the meeting as provided for under section 10(2) of the Act.

- 15.24 If any such person, after being notified of a resolution or direction expelling them from the meeting, fails to leave the place where the meeting is being held, a police officer, or any person authorised for the purpose by the council or person presiding, may, by using only such force as is necessary, remove the first-mentioned person from that place and, if necessary, restrain that person from re-entering that place for the remainder of the meeting.

## **16 CONFLICTS OF INTEREST**

- 16.1 All councillors and, where applicable, all other persons, must declare and manage any conflicts of interest they may have in matters being considered at meetings of the council and committees of the council in accordance with the council's code of conduct. All declarations of conflicts of interest and how the conflict of interest was managed by the person who made the declaration must be recorded in the minutes of the meeting at which the declaration was made.

## **17 DECISIONS OF THE COUNCIL**

### Council decisions

- 17.1 A decision supported by a majority of the votes at a meeting of the council at which a quorum is present is a decision of the council.

**Note: Clause 17.1 reflects section 371 of the Act in the case of councils.**

- 17.2 Decisions made by the council must be accurately recorded in the minutes of the meeting at which the decision is made.

### Rescinding or altering council decisions

- 17.3 A resolution passed by the council may not be altered or rescinded except by a motion to that effect of which notice has been given under clause 3.10.

**Note: Clause 17.3 reflects section 372(1) of the Act.**

- 17.4 If a notice of motion to rescind a resolution is given at the meeting at which the resolution is carried, the resolution must not be carried into effect until the motion of rescission has been dealt with.

**Note: Clause 17.4 reflects section 372(2) of the Act.**

- 17.5 If a motion has been lost, a motion having the same effect must not be considered unless notice of it has been duly given in accordance with clause 3.10.

**Note: Clause 17.5 reflects section 372(3) of the Act.**

- 17.6 A notice of motion to alter or rescind a resolution, and a notice of motion which has the same effect as a motion which has been lost, must be signed by three (3) councillors if less than three (3) months has elapsed since the resolution was passed, or the motion was lost.

**Note: Clause 17.6 reflects section 372(4) of the Act.**

- 17.7 If a motion to alter or rescind a resolution has been lost, or if a motion which has the same effect as a previously lost motion is lost, no similar motion may be brought forward within three (3) months of the meeting at which it was lost. This clause may not be evaded by substituting a motion differently worded, but in principle the same.

**Note: Clause 17.7 reflects section 372(5) of the Act.**

- 17.8 The provisions of clauses 17.5–17.7 concerning lost motions do not apply to motions of adjournment.

**Note: Clause 17.8 reflects section 372(7) of the Act.**

- 17.9 A notice of motion submitted in accordance with clause 17.6 may only be withdrawn under clause 3.11 with the consent of all signatories to the notice of motion.

**17.10 This clause does not relate to County Councils and has been deleted.**

- 17.11 A motion to alter or rescind a resolution of the council may be moved on the report of a committee of the council and any such report must be recorded in the minutes of the meeting of the council.

**Note: Clause 17.11 reflects section 372(6) of the Act.**

- 17.12 Subject to clause 17.7, in cases of urgency, a motion to alter or rescind a resolution of the council may be moved at the same meeting at which the resolution was adopted, where:

- (a) a notice of motion signed by three councillors is submitted to the chairperson, and
- (b) a motion to have the motion considered at the meeting is passed, and
- (c) the chairperson rules the business that is the subject of the motion is of great urgency on the grounds that it requires a decision by the council before the next scheduled ordinary meeting of the council.

- 17.13 A motion moved under clause 17.12(b) can be moved without notice. Despite clauses 10.20–10.30, only the mover of a motion referred to in clause 17.12(b) can speak to the motion before it is put.

- 17.14 A motion of dissent cannot be moved against a ruling by the chairperson under clause 17.12(c).

## **18 TIME LIMITS ON COUNCIL MEETINGS**

- 18.1 Meetings of the council and committees of the council are to conclude no later than **Midday**

- 18.2 If the business of the meeting is unfinished at Midday the council or the committee may, by resolution, extend the time of the meeting.

- 18.3 If the business of the meeting is unfinished at Midday, and the council does not resolve to extend the meeting, the chairperson must either:
- (a) defer consideration of the remaining items of business on the agenda to the next ordinary meeting of the council, or
  - (b) adjourn the meeting to a time, date and place fixed by the chairperson.
- 18.4 Clause 18.3 does not limit the ability of the council or a committee of the council to resolve to adjourn a meeting at any time. The resolution adjourning the meeting must fix the time, date and place that the meeting is to be adjourned to.
- 18.5 Where a meeting is adjourned under clause 18.3 or 18.4, the general manager must:
- (a) individually notify each councillor of the time, date and place at which the meeting will reconvene, and
  - (b) publish the time, date and place at which the meeting will reconvene on the council's website and in such other manner that the general manager is satisfied is likely to bring notice of the time, date and place of the reconvened meeting to the attention of as many people as possible.

## **19 AFTER THE MEETING**

### Minutes of meetings

- 19.1 The council is to keep full and accurate minutes of the proceedings of meetings of the council.

**Note: Clause 19.1 reflects section 375(1) of the Act.**

- 19.2 At a minimum, the general manager must ensure that the following matters are recorded in the council's minutes:
- (a) details of each motion moved at a council meeting and of any amendments moved to it,
  - (b) the names of the mover and seconder of the motion or amendment,
  - (c) whether the motion or amendment was passed or lost, and
  - (d) such other matters specifically required under this code.

- 19.3 The minutes of a council meeting must be confirmed at a subsequent meeting of the council.

**Note: Clause 19.3 reflects section 375(2) of the Act.**

- 19.4 Any debate on the confirmation of the minutes is to be confined to whether the minutes are a full and accurate record of the meeting they relate to.

- 19.5 When the minutes have been confirmed, they are to be signed by the person presiding at the subsequent meeting.

**Note: Clause 19.5 reflects section 375(2) of the Act.**



- 19.6 The confirmed minutes of a meeting may be amended to correct typographical or administrative errors after they have been confirmed. Any amendment made under this clause must not alter the substance of any decision made at the meeting.
- 19.7 The confirmed minutes of a council meeting must be published on the council's website. This clause does not prevent the council from also publishing unconfirmed minutes of its meetings on its website prior to their confirmation.

Access to correspondence and reports laid on the table at, or submitted to, a meeting

- 19.8 The council and committees of the council must, during or at the close of a meeting, or during the business day following the meeting, give reasonable access to any person to inspect correspondence and reports laid on the table at, or submitted to, the meeting.

**Note: Clause 19.8 reflects section 11(1) of the Act.**

- 19.9 Clause 19.8 does not apply if the correspondence or reports relate to a matter that was received or discussed or laid on the table at, or submitted to, the meeting when the meeting was closed to the public.

**Note: Clause 19.9 reflects section 11(2) of the Act.**

- 19.10 Clause 19.8 does not apply if the council or the committee resolves at the meeting, when open to the public, that the correspondence or reports are to be treated as confidential because they relate to a matter specified in section 10A(2) of the Act.

**Note: Clause 19.10 reflects section 11(3) of the Act.**

- 19.11 Correspondence or reports to which clauses 19.9 and 19.10 apply are to be marked with the relevant provision of section 10A(2) of the Act that applies to the correspondence or report.

Implementation of decisions of the council

- 19.12 The general manager is to implement, without undue delay, lawful decisions of the council.

**Note: Clause 19.12 reflects section 335(b) of the Act.**

## **20 COUNCIL COMMITTEES**

Application of this Part

- 20.1 This Part only applies to committees of the council whose members are all councillors.

Council committees whose members are all councillors

- 20.2 The council may, by resolution, establish such committees as it considers necessary.
- 20.3 A committee of the council is to consist of the chairperson and such other councillors as are elected by the councillors or appointed by the council.
- 20.4 The quorum for a meeting of a committee of the council is to be:
- (a) such number of members as the council decides, or
  - (b) if the council has not decided a number – a majority of the members of the committee.

#### Functions of committees

- 20.5 The council must specify the functions of each of its committees when the committee is established, but may from time to time amend those functions.

#### Notice of committee meetings

- 20.6 The general manager must send to each councillor, regardless of whether they are a committee member, at least three (3) days before each meeting of the committee, a notice specifying:
- (a) the time, date and place of the meeting, and
  - (b) the business proposed to be considered at the meeting.
- 20.7 Notice of less than three (3) days may be given of a committee meeting called in an emergency.

#### Attendance at committee meetings

- 20.8 A committee member (other than the chairperson) ceases to be a member of a committee if the committee member:
- (a) has been absent from three (3) consecutive meetings of the committee without having given reasons acceptable to the committee for the member's absences, or
  - (b) has been absent from at least half of the meetings of the committee held during the immediately preceding year without having given to the committee acceptable reasons for the member's absences.
- 20.9 Clause 20.8 does not apply if all of the members of the council are members of the committee.

#### Non-members entitled to attend committee meetings

- 20.10 A councillor who is not a member of a committee of the council is entitled to attend, and to speak at a meeting of the committee. However, the councillor is not entitled:
- (a) to give notice of business for inclusion in the agenda for the meeting, or
  - (b) to move or second a motion at the meeting, or
  - (c) to vote at the meeting.

### Chairperson and deputy chairperson of council committees

20.11 The chairperson of each committee of the council must be:

- (a) the chairperson, or
- (b) if the chairperson does not wish to be the chairperson of a committee, a member of the committee elected by the council, or
- (c) if the council does not elect such a member, a member of the committee elected by the committee.

20.12 The council may elect a member of a committee of the council as deputy chairperson of the committee. If the council does not elect a deputy chairperson of such a committee, the committee may elect a deputy chairperson.

20.13 If neither the chairperson nor the deputy chairperson of a committee of the council is able or willing to preside at a meeting of the committee, the committee must elect a member of the committee to be acting chairperson of the committee.

20.14 The chairperson is to preside at a meeting of a committee of the council. If the chairperson is unable or unwilling to preside, the deputy chairperson (if any) is to preside at the meeting, but if neither the chairperson nor the deputy chairperson is able or willing to preside, the acting chairperson is to preside at the meeting.

### Procedure in committee meetings

20.15 Subject to any specific requirements of this code, each committee of the council may regulate its own procedure. The provisions of this code are to be taken to apply to all committees of the council unless the council or the committee determines otherwise in accordance with this clause.

20.16 Whenever the voting on a motion put to a meeting of the committee is equal, the chairperson of the committee is to have a casting vote as well as an original vote unless the council or the committee determines otherwise in accordance with clause 20.15.

20.17 This clause does not apply to County Councils and has been deleted.

20.18 Voting at a council committee meeting is to be by open means (such as on the voices, by show of hands or by a visible electronic voting system).

### Closure of committee meetings to the public

20.19 The provisions of the Act and Part 14 of this code apply to the closure of meetings of committees of the council to the public in the same way they apply to the closure of meetings of the council to the public.

20.20 If a committee of the council passes a resolution, or makes a recommendation, during a meeting, or a part of a meeting that is closed to the public, the chairperson must make the resolution or recommendation

public as soon as practicable after the meeting or part of the meeting has ended, and report the resolution or recommendation to the next meeting of the council. The resolution or recommendation must also be recorded in the publicly available minutes of the meeting.

- 20.21 Resolutions passed during a meeting, or a part of a meeting that is closed to the public must be made public by the chairperson under clause 20.20 during a part of the meeting that is webcast.

#### Disorder in committee meetings

- 20.22 The provisions of the Act and this code relating to the maintenance of order in council meetings apply to meetings of committees of the council in the same way as they apply to meetings of the council.

#### Minutes of council committee meetings

- 20.23 Each committee of the council is to keep full and accurate minutes of the proceedings of its meetings. At a minimum, a committee must ensure that the following matters are recorded in the committee's minutes:

- (a) details of each motion moved at a meeting and of any amendments moved to it,
- (b) the names of the mover and seconder of the motion or amendment,
- (c) whether the motion or amendment was passed or lost, and
- (d) such other matters specifically required under this code.

- 20.24 The minutes of meetings of each committee of the council must be confirmed at a subsequent meeting of the committee.

- 20.25 Any debate on the confirmation of the minutes is to be confined to whether the minutes are a full and accurate record of the meeting they relate to.

- 20.26 When the minutes have been confirmed, they are to be signed by the person presiding at that subsequent meeting.

- 20.27 The confirmed minutes of a meeting may be amended to correct typographical or administrative errors after they have been confirmed. Any amendment made under this clause must not alter the substance of any decision made at the meeting.

- 20.28 The confirmed minutes of a meeting of a committee of the council must be published on the council's website. This clause does not prevent the council from also publishing unconfirmed minutes of meetings of committees of the council on its website prior to their confirmation.

## **21 IRREGULARITIES**

21.1 Proceedings at a meeting of a council or a council committee are not invalidated because of:

- (a) a vacancy in a civic office, or
- (b) a failure to give notice of the meeting to any councillor or committee member, or
- (c) any defect in the election or appointment of a councillor or committee member, or
- (d) a failure of a councillor or a committee member to declare a conflict of interest, or to refrain from the consideration or discussion of, or vote on, the relevant matter, at a council or committee meeting in accordance with the council's code of conduct, or
- (e) a failure to comply with this code.

**Note: Clause 21.1 reflects section 374 of the Act.**

## 22 DEFINITIONS

the Act	means the <i>Local Government Act 1993</i>
act of disorder	means an act of disorder as defined in clause 15.11 of this code
amendment	in relation to an original motion, means a motion moving an amendment to that motion
audio recorder	any device capable of recording speech
business day	means any day except Saturday or Sunday or any other day the whole or part of which is observed as a public holiday throughout New South Wales
chairperson	in relation to a meeting of the council – means the person presiding at the meeting as provided by section 369 of the Act and clauses 6.1 and 6.2 of this code, and in relation to a meeting of a committee – means the person presiding at the meeting as provided by clause 20.11 of this code
this code	means the council's adopted code of meeting practice
committee of the council	means a committee established by the council in accordance with clause 20.2 of this code (being a committee consisting only of councillors) or the council when it has resolved itself into committee of the whole under clause 12.1
council official	has the same meaning it has in the Model Code of Conduct for Local Councils in NSW
day	means calendar day
division	means a request by two councillors under clause 11.7 of this code requiring the recording of the names of the councillors who voted both for and against a motion
foreshadowed amendment	means a proposed amendment foreshadowed by a councillor under clause 10.18 of this code during debate on the first amendment
foreshadowed motion	means a motion foreshadowed by a councillor under clause 10.17 of this code during debate on an original motion
open voting	means voting on the voices or by a show of hands or by a visible electronic voting system or similar means
planning decision	means a decision made in the exercise of a function of a council under the <i>Environmental Planning and Assessment Act 1979</i> including any decision relating to a development application, an environmental planning instrument, a development control plan or a development contribution plan under that Act, but not including the making of an order under Division 9.3 of Part 9 of that Act
performance	means an order issued under section 438A of

improvement order	the Act
quorum	means the minimum number of councillors or committee members necessary to conduct a meeting
the Regulation	means the <i>Local Government (General) Regulation 2005</i>
webcast	a video or audio broadcast of a meeting transmitted across the internet either concurrently with the meeting or at a later time
year	means the period beginning 1 July and ending the following 30 June