APPENDIX 3

draft

EMPLOYMENT AGREEMENT

BETWEEN

DISTRICT COUNCIL OF COPPER COAST

51 Taylor Street, KADINA SA 5554
in the State of South Australia

- and –

PETER DINNING

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EMPLOYMENT AGREEMENT made the day of 2010

BETWEEN

District Council of Copper Coast of 51 Taylor Street, Kadina 5554 in the State of South Australia (**the Council)**

AND

Peter Dinning of **[insert address]** in the State of South Australia **[insert postcode] (the Chief Executive Officer)**.

INTRODUCTION

A. The Council is a body corporate constituted by proclamation pursuant to the *Local Government Act 1999 (**"the Act"**).*

B. In accordance with Section 96 of the Act the Council wishes to appoint Peter Dinning as its Chief Executive Officer for a term as specified in this Agreement to perform the duties of Chief Executive Officer of the Council.

C. The Council resolved on **[insert date]** to appoint Peter Dinning to the position of Chief Executive Officer and further resolved that a formal employment contract (this Agreement) setting out the terms of engagement be entered into between the Chief Executive Officer and the Council.

D. The Chief Executive Officer wishes to accept the appointment in accordance with this Agreement.

E. By mutual agreement the Council and the Chief Executive Officer agree that this Agreement replaces any agreement entered into before the date of this Agreement.

1. **DEFINITIONS**

In this Agreement, unless expressed or implied to the contrary:

"Act" means the *Local Government Act 1999;*

"Agreement" means this Employment Agreement;

"Award" means the *Municipal Officer's (SA) Award 1998;*

"Chief Executive Officer" means the person appointed as the Chief Executive Officer of the District Council of Copper Coast as outlined in the Act as amended from time to time.

"Competent Performance" means the achievement by the Chief Executive Officer of a performance level equal to or better than *"competent"* as identified in the performance rating scale set out in **Schedule 3.**

"Confidential Information" means:

(a) information relating to the business affairs and employees of the Council;

(b) matters of a technical nature, future directives and policies, technical data pertaining to the general affairs of the Council, internal procedures and information, financial information, information pertaining to other employees, salaries, strategic and business plans and like information relating to the Council;

(c) other information which the Council tells the Chief Executive Officer is confidential or which if disclosed, the Chief Executive Officer knows or ought reasonably to know would be detrimental to the Council;

(d) all other information which is imparted to the Chief Executive Officer in circumstances which the Chief Executive Officer knows or should reasonably know that the information is confidential to the Council or any other persons with whom the Council is concerned; and

(e) excludes any information that is public knowledge otherwise than as a consequence of a breach by the Chief Executive Officer of obligations under this Agreement or breach by some other person of a duty of confidence to the Council.

"Council" means the corporate entity which is the District Council of Copper Coast;

"Duties" means the responsibilities, duties and functions of the Chief Executive Officer specified in this Agreement and in **Schedule 1**;

"Expiry Date" means the date upon which this Agreement expires in accordance with Clause 2.1 of this Agreement;

"Immediate family or household member" means the Chief Executive Officer's spouse or domestic partner, child, parent, grandchild, grandparent or sibling, or the child, parent, grandchild, grandparent or sibling of the Chief Executive Officer's spouse or domestic partner;

"Performance Criteria" means the criteria against which the Chief Executive Officer's performance is to be assessed under the relevant Performance Review Process;

"Performance Review Process" means the system by which the Chief Executive Officer's performance is assessed, under clause 7 and rated in accordance with the performance rating scale specified in **Schedule 3**.

"Sacrificed Amount" means the amount elected by the Chief Executive Officer to be paid into the fund the Chief Executive Officer has nominated in clause 9.6.

"Total Employment Cost Package" means the monetary and non-monetary entitlements of the Chief Executive Officer specified in **Schedule 2;**

"Term" means the period of employment specified in Clause 2.1.

2. TERM OF EMPLOYMENT

2.1. The Agreement shall commence on **[INSERT DATE]** and will continue for a minimum period of five (5) years concluding, subject to clauses 2.2 and 3 of this Agreement, on the 3 August 2014 ("*the Term*").

2.2. The parties agree that the Chief Executive Officer's employment will terminate on the Expiry Date unless;

2.2.1 this Agreement is terminated prior to the Expiry Date pursuant to clause 13 of this Agreement, in which case the Chief Executive Officer's employment will terminate at that time, or

2.2.2 the Chief Executive Officer's employment term is subject to an extension pursuant to clause 3 of this Agreement.

2.3. The parties agree that, in consideration of the terms and conditions of this Agreement, the employment of the Chief Executive Officer will not be ongoing but will continue only for the Term as extended (if at all) in accordance with clause 3 of this Agreement.

3. EXTENSION OF TERM

3.1. Where the Chief Executive Officer achieves Competent Performance in his annual performance review undertaken under clause 7 of this Agreement, the Term of this Agreement will automatically be extended by an additional period of twelve (12) months applicable from the end of this Agreement as stipulated in clause 2.1 and the new Expiry Date of this Agreement will be 3 August of the subsequent year.

3.2. Where the Term of this Agreement is extended in accordance with clause 3.1 the terms and conditions of the Agreement shall remain unaltered except that the Council will execute an addendum to this Agreement that will be appended at **Schedule 5** as evidence of the extension.

3.3. The addendum will include the revised Expiry Date.

3.4. Where the Chief Executive fails to achieve Competent Performance, as envisaged in clause 3.1 of this Agreement, the Term will not be further extended but instead the Expiry Date will crystalise based upon the extended date last achieved under clause 3.1.

3.5. Subject to clause 3.4 and irrespective of the Chief Executive Officer achieving Competent Performance, the Council retains discretion to extend this Agreement where the Council forms the opinion that 'exceptional circumstances' (as determined at the discretion of the Council) existed during the relevant performance review period.

3.6. The terms of this Agreement do not contain or create an option for renewal exercisable by the Chief Executive Officer.

4. REQUIREMENTS OF POSITION

4.1. The Chief Executive Officer must carry out the Duties as are:

4.1.1 Set out in the Position Description as detailed in **Schedule 1** and as varied from time to time by agreement between the parties.

4.1.2 Set out in the policies of the Council as adopted by the Council from time to time during the term of employment.

4.1.3 Imposed by the Act or in any other statute and/or enabling regulations relevant to the position of Chief Executive Officer.

5. DUTIES AND RESPONSIBILITIES

5.1. The Chief Executive Officer shall:

5.1.1 Work such reasonable hours as are necessary to carry out the Duties and functions of the position;

5.1.2 Observe and carry out all lawful directions given by the Council, in relation to the performance of the Chief Executive Officer's duties and functions under this Agreement;

5.1.3 Act in the best interest of the Council at all times;

5.1.4 Promote the aims and objectives of the Council;

5.1.5 Disclose any financial or other interest relating to the business of the Council in accordance with the Act or which conflicts or may conflict with the discharge of the duties and functions of the office of Chief Executive Officer and comply with any reasonable direction given by the Council in respect of that interest.

5.1.6 Devote the whole of his professional effort to his employment and will not hold any position or take on any activities which may in any way be seen to conflict with the Chief Executive Officer's obligations under this Agreement unless he has received the prior approval of the Council.

5.1.7 Perform the Duties with such a degree of skill, care and diligence, which is appropriate to the Duties.

5.1.8 Be just and faithful to the Council and shall promptly give to the Council full information and truthful explanations of all matters relating to his Duties and responsibilities under this Agreement;

5.1.9 Be informed and up to date on issues and developments that affect all areas of responsibility.

5.1.10 As an employee personally observe the requirements of the Council's policies and procedures in force from time to time;

5.1.11 Observe the requirements of the Employee Code of Conduct that has been adopted by the Council.

6. PERFORMANCE CRITERIA

6.1. The following performance criteria applies to this Agreement:

6.1.1 Provide accurate and timely advice to the Council;

6.1.2 Work in collaboration with the Council;

6.1.3 Provide innovative and visionary leadership;

6.1.4 Establishment of effective networks;

6.1.5 Maintain a work environment that facilitates the development of people and encourages them to perform at a high level;

6.1.6 Ensure the effective and accountable application of financial and physical resources;

6.1.7 Develop and maintains change management strategies to enhance service delivery;

6.1.8 Initiate the development, implementation and review of effective policies.

These performance criteria may be varied and any other criterion may be included by agreement between the parties at any time during the term of this Agreement.

7. PERFORMANCE REVIEW

7.1. Council will ensure that a review of the Chief Executive Officer's performance is conducted annually or more frequently if the Council determines there is a need to do so.

7.2. The Council shall give the Chief Executive Officer a minimum of ten working days notice in writing that a performance review is to be conducted to enable the Chief Executive Officer sufficient time to prepare.

7.3. The Chief Executive Officer will prepare and submit to the Council an assessment of his own performance prior to the assessment by Council.

7.4. The final report on the assessment of the Chief Executive Officer is to be forwarded to the Council or relevant Council Committee for consideration.

7.5. In the event that the Chief Executive Officer does not achieve Competent Performance, a written report shall be compiled with respect to the performance review and a copy provided to the Chief Executive Officer within one (1) month of the performance review.

The report shall set out in detail any particular aspects of the Chief Executive Officer's performance that requires improvement, together with timeframes during which the Council expects those areas of performance to be improved to a specified standard.

7.6. The Council must provide whatever counselling, advice and assistance as reasonably necessary to enable the Chief Executive Officer to improve his performance during any specified timeframes referred to in clause 7.5.

7.7. If at the conclusion of the timeframes referred to in clause 7.5 the Chief Executive Officer's performance is still below that required the Council may:

7.7.1 take no further action; or

7.7.2 extend the timeframe for specified improvement for a further specified period; or

7.7.3 terminate the contract in accordance with clause 13.3.2.

8. OUTSIDE INTERESTS

8.1. The Chief Executive Officer may accept board positions where the board is part of a statutory or not for profit authority provided that there is no conflict of interest apparent to the Chief Executive Officer in accepting the appointment. The Chief Executive Officer must advise the Mayor in writing of the board position immediately upon accepting the position.

8.2. Otherwise, the Chief Executive Officer must not be directly or indirectly engaged, concerned or interested in any employment, trade, business, profession or occupation requiring the provision of services or advice by the Chief Executive Officer (other than the employment provided by this Agreement) except with the prior consent in writing of the Council.

8.3. The Council will not unreasonably withhold its consent in this regard.

8.4. Where the Council so requests, the Chief Executive Officer must disclose to the Council all the Chief Executive Officer's outside activities and interests which fall within the scope of this Clause 8.

9. TOTAL EMPLOYMENT COST (TEC) PACKAGE

9.1. In consideration of performing the Duties, the Chief Executive Officer is entitled to an initial TEC Package of [INSERT AMOUNT $ includes salary, superannuation and vehicle] per annum as outlined in **Schedule 2**.

9.2. No additional remuneration is paid for overtime worked by the Chief Executive Officer it being noted that this Agreement is entered into in contemplation of Clause 6.4.6 of the Award.

9.3. The cash component of the TEC Package will be paid in arrears in equal fortnightly instalments by direct deposit to an account nominated by the Chief Executive Officer.

9.4. The Chief Executive Officer agrees that the TEC Package provided for in this Agreement is offered as full compensation for all work performed, which takes into account:

9.4.1 any entitlement to leave loading, overtime loading, weekend or public holiday loading or any other form of salary loading;

9.4.2 any service by way of overtime, rostered days off or for attendance at meetings or functions outside the Council's usual office hours;

9.4.3 any entitlement to formal rostered days off;

9.4.4 an acknowledgement that the position is measured on performance and not on the number of hours worked.

9.5. The statutory superannuation contribution required to be made by Council to the Chief Executive Officer pursuant to the *Superannuation Guarantee (Administration) Act* 1992 (Cth) shall be included in the TEC Package and paid into a fund nominated by the Chief Executive Officer that complies with the relevant federal legislation.

9.6. The Chief Executive Officer may with the consent of the Council elect to have a portion of before tax salary paid by way of salary sacrifice into the fund the Chief Executive Officer has nominated (or which the Council has nominated as the default fund) in clause 9.5 (*"the Sacrificed Amount"*). The fund must be capable of accepting the Sacrificed Amount.

9.7. The Sacrificed Amount nominated in this clause must not exceed that permitted by relevant tax or superannuation legislation and shall be agreed in writing in with the form marked in Schedule 4 of this Agreement. The Chief Executive Officer may apply to vary the Sacrificed Amount or terminate this arrangement on no more than one (1) occasion in every 12 month period.

9.8. An application to salary sacrifice under this clause must be made by completing the form attached at Schedule 4 of this Agreement.

9.9. The Chief Executive Officer shall continue to receive the following entitlements and payments calculated by reference to his salary before the Sacrificed Amount is deducted:

(a) Paid Leave

(b) Any entitlement derived from the salary

(c) Employer superannuation guarantee contributions

(d) Termination benefits including notice

(e) Allowances

9.10. Should the Council and the Chief Executive Officer agree to structure the TEC Package in such a way that Fringe Benefit Tax (FBT) is payable on all or any part of the TEC Package, the FBT shall be paid by the Chief Executive Officer from the TEC Package unless otherwise specified in this Agreement.

9.11. Subject to clause 9.10, the Council shall pay any liability with respect to Fringe Benefit Tax incurred as a result of the ordinary carrying out of local government business by the Chief Executive Officer by way of functions or travelling or on any part of the TEC Package.

9.12. The Council shall make available to the Chief Executive Officer an appropriate and fully maintained vehicle for use in the performance of his duties and for unlimited private use which is included in the TEC Package at the rate applicable for the standard of vehicle. The vehicle is provided on the understanding that:

9.12.1 the vehicle is not to be used for any commercial or income producing activity or pursuits engaged in by the Chief Executive Officer;

9.12.2 the Council shall be responsible for all costs associated with the vehicle including, but not limited to, registration, insurance, fuel, maintenance and Fringe Benefit Tax.

9.12.3 the Chief Executive Officer is responsible for organising for the vehicle to be maintained, serviced and cleaned in an appropriate manner.

9.12.4 the notional value of the vehicle as part of the TEC Package will be reviewed annually and may be taken as a cash component of the TEC.

10. TEC PACKAGE REVIEW

10.1. The TEC Package specified in **Schedule 2** will be reviewed annually and any such review shall not result in a decrease in the TEC Package

10.2. The annual review of the TEC Package shall be conducted within one (1) month following the performance review set out in clause 7 (if reasonably practicable), and any

change to the TEC Package shall be "*backdated*" to take effect from the anniversary of the Commencement Date of this Agreement.

10.3. The review of the TEC Package will take into account the following;

10.3.1 the agreed criteria upon which the Chief Executive Officer's performance is assessed in accordance with the Performance Review Process, and

10.3.2 movements in the annual CPI (All Groups Adelaide) and the increase and movement in executive salaries within Local Government.

10.4. Any variation to the TEC Package must be approved by the Council.

11. EXPENSE OF OFFICE PAYMENTS

In addition to the TEC Package referred to in clause 9 the Council shall meet the following expense of office payments or reimburse the Chief Executive Officer upon production of accounts or receipts for:

11.1. entertainment, executive and other sundry expenses reasonably and necessarily incurred by the Chief Executive Officer in the performance of his duties; and

11.2. the cost and provision of a mobile telephone service; and

11.3. the provision of a personal computer and broadband connection for remote/home office use; and

11.4. the reasonable costs of the Chief Executive Officer attending conferences, seminars, training and development courses and study relevant to the performance of his duties; and

11.5. membership fees and subscriptions payable by the Chief Executive Officer to professional associations, the membership of which is reasonably necessary or desirable for the Chief Executive Officer to hold in the performance of his duties. For the purposes of this clause membership shall include without limitation Local Government Managers Australia, Institute of Public Works Engineering Australia, Australian Institute of Management, and the Institute of Internal Auditors Australia.

12. QUALIFICATIONS HELD

The Chief Executive Officer confirms that he holds all qualifications represented by him to the Council.

13. TERMINATION OF AGREEMENT

13.1. **Summary Termination**

13.1.1 This Agreement may be terminated by the Council in writing with a minimum of three (3) months notice in the event that the Chief Executive Officer:

13.1.1.1 commits any serious or persistent breach of any of the terms of this Agreement;

13.1.1.2 engages in serious and wilful misconduct;

13.1.1.3 is guilty of serious neglect of Duty in the discharge of the duties;

13.1.1.4 knowingly acts in breach of Council's policies in force from time to time;

13.1.1.5 makes improper use of Council property; or

13.1.1.6 is convicted of any criminal offence which prescribes a term of imprisonment.

13.2. **Termination Due to Illness or Incapacity**

This Agreement may be terminated by the Council in writing with a minimum of three (3) months notice in the event that the Chief Executive Officer is incapacitated from performing the Duties pursuant to this Agreement due to ill health of any type for a period of greater than six (6) months and where all leave entitlements have been exhausted, except where such illness constitutes a compensable disability pursuant to the provisions of the *Workers Rehabilitation and Compensation Act* 1986 *(*SA).

13.3. **Termination by the Provision of Notice**

13.3.1 This Agreement may be terminated by the Chief Executive Officer by giving the Council a period of three (3) month's notice in writing, unless otherwise negotiated with the Council.

13.3.2 This Agreement may be terminated by the Council by giving three (3) months written notice to the Chief Executive Officer and making a payment of up to the value of one years remuneration if the Agreement has one year or more to run, or, if the Agreement has less than one year to run, a payment not exceeding the value of remuneration the Chief Executive Officer would have received if the Agreement had been completed.

13.3.3 In addition to any right of termination, and without derogating from any right available in this Agreement, the Chief Executive Officer's employment may at any time be terminated by the mutual agreement of the parties on whatever notice and terms the parties may then agree.

13.4. **Redundancy During Term of Agreement**

13.4.1 The Council may terminate the employment of the Chief Executive Officer on the grounds of redundancy during the Term of this Agreement only where;

13.4.1.1 The position of Chief Executive Officer no longer exists or will no longer exist; or

13.4.1.2 The Council has declared or intends to declare the Chief Executive Officer's position redundant due to amalgamation.

13.4.2 If the Agreement is terminated in accordance with clause 13.4.1 the Council will pay to the Chief Executive Officer the balance of the Agreement paid out at the total TEC Package value.

14. **AMOUNTS OWING UPON TERMINATION**

14.1. Where the Chief Executive Officer ceases employment with the Council and;

14.1.1 the Council has paid remuneration to the Chief Executive Officer for work that will not be performed or,

14.1.2 the Council has paid the Chief Executive Officer any other amount (however described) which he is no longer entitled by virtue or has a liability to make repayment of to the Council,

14.2. the Chief Executive Officer agrees that the overpayment can be recovered by the Council from any monies or entitlements due to the Chief Executive Officer upon termination of the employment.

15. **LEAVE**

15.1. **Annual Leave**

15.1.1 The Chief Executive Officer is entitled to 30 days paid annual leave each year, to be taken during agreed periods.

15.1.2 The Chief Executive Officer is not entitled to any leave loading payment.

15.1.3 There should not be more than forty (40) days annual leave outstanding in one year of service. The Council may direct the Chief Executive Officer to take any outstanding leave in excess of forty (40) days.

15.1.4 Any entitlement to annual leave standing to the credit of the Chief Executive Officer at the time of cessation of employment shall be discharged by the payment based on the Chief Executive Officer's TEC Package as set out in **Schedule 2**.

15.2. **Personal/Carer's Leave**

15.2.1 The Chief Executive Officer is entitled to 12 paid days of personal/carer's leave per year when:

15.2.1.1 the Chief Executive Officer is suffering from a personal illness or injury (**sick leave**); and/or

15.2.1.2 to provide care and support to an immediate family or household member who is suffering from a personal illness or injury (**carer's leave)**.

15.2.2 Personal/carer's leave not taken shall accumulate without limit.

15.2.3 There shall be no entitlement to payment in lieu of accrued personal/carer's leave entitlements.

15.3. **Long Service Leave**

15.3.1 Long service leave entitlements will be granted in accordance with the provisions of the *Long Service Leave Act (SA) 1987* and the Local Government Act.

15.3.2 Upon completion of service with the Council or under Council's Long Service Leave Policy, the Council will pay out the Chief Executive Officer's long service leave deemed to have accrued.

15.4. **Compassionate Leave**

The Chief Executive Officer is entitled to two (2) days paid compassionate leave for bereavement upon the death of an immediate family or household member.

16. PROFESSIONAL DEVELOPMENT

The Council agrees to provide the Chief Executive Officer with professional development opportunities to meet the performance measurement requirements, throughout the term of this Agreement as mutually agreed.

17. CONFIDENTIALITY OF CONTRACT

Subject to any applicable law and the written consent to disclosure by both parties, the terms of this Agreement will be kept confidential.

18. CONFIDENTIALITY OF INFORMATION

18.1. The Chief Executive Officer will not at any time during this Agreement, nor at any time thereafter:

18.1.1 otherwise than in the discharge of the Chief Executive Officer's duties hereunder or with the prior consent of the Council, divulge to any other person any information confidential to the Council which the Chief Executive Officer may acquire or have acquired in the course of this Agreement;

18.1.2 use confidential information obtained for the Chief Executive Officer's own benefit or the benefit of any other person or entity.

18.2. All documents, memoranda, reports, books, manuals, papers, records, tools, computer software and hardware and electronically stored information in respect of the operations or statutory obligations of the Council shall be and remain the sole property of the Council and shall be delivered up by the Chief Executive Officer to the Council upon demand.

18.3. The Chief Executive Office acknowledges that the obligations imposed by this clause shall be in addition to the obligations imposed or implied at common law in respect of employees.

18.4. The Chief Executive Officer's obligations under this clause shall survive the termination of this Agreement.

19. RETURN OF PROPERTY

19.1. When the employment relationship between the Council and the Chief Executive Officer is terminated for whatever reason, the Chief Executive Officer agrees to immediately return to the Council all tangible and intangible property belonging to, leased, or otherwise provided to the Chief Executive Officer by the Council.

19.2. 'Property' in this clause includes without any limitation any and all:

19.2.1 stationery, books, business cards, documents, records, disks, access cards, mobile telephone, computer hardware, credit cards, cars or keys;

19.2.2 materials provided to the CEO by the Council, including materials provided to enable performance of the Duties, and all intellectual property of the Employer;

19.2.3 materials produced by the CEO in performing Duties (in or out of working hours) and all intellectual property in that material are the property of the Council alone, on and from creation, unless otherwise agreed in writing by the Council.

20. NO WAIVER

20.1. A party waives a right under this Agreement only by written notice that it waives the right.

20.2. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it was given.

21. INCONSISTENCY AND SEVERANCE

21.1. If there is any inconsistency between this Agreement and any Industrial Relations Law, the Industrial Relations Law prevails, but only to the extent of the inconsistency.

21.2. If there is any inconsistency between this Agreement and the Act, the Act prevails but only to the extent of the inconsistency.

21.3. Each provision of this Agreement shall be read and construed independently of the other provisions of this Agreement so that if one or more are held to be invalid for any reason whatsoever, then the remaining provisions shall be valid to the extent that they are not held to be so invalid.

21.4. If a provision of this Agreement is found to be void or unenforceable but would be valid if some part hereof were deleted or the period of application reduced, such provision shall apply with such modification as may be necessary to make it valid and effective.

22. **NOTICES**

Any notice to be given pursuant to this Agreement shall be in writing and may be delivered personally or delivered by prepaid registered post to the address of the parties set our in the Agreement, or at the known place of abode or business of the party or such other address as the party may from time to time notify to the other party for the purposes of service of any notice.

23. **VARIATION**

This Agreement shall only be varied by further agreement of the parties in writing.

24. **GOVERNING LAW**

Subject to the lawful operation of the Award this Agreement shall be governed by, construed and take effect in accordance with the laws of South Australia and the parties hereto irrevocably submit to the jurisdiction of the courts of South Australia.

25. **DISPUTE RESOLUTION**

In relation to any matter that may be in dispute between the Chief Executive Officer and the Council, the parties will;

25.1. Attempt to resolve the matter at workplace level by the Chief Executive Officer and the Council, or a person or Committee authorised by the Council for that purpose, meeting and conferring on the matter.

25.2. Agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level.

25.3. Agree that if either party refers the matter to an independent mediator, both parties will participate in the mediation process in good faith.

25.4. Acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to the mediation process. Such mediation shall operate in a manner as agreed by the parties.

25.5. The cost of the mediation service referred to in clause 25.2 will be met by the Council. Where another person is used by either party in accordance with clause 25.4, each party as the case may be will be responsible for meeting the costs of that person appointed to act on their behalf.

26. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties regarding the employment of the Chief Executive Officer as herein provided and supersedes all prior agreements, understandings and negotiations regarding the employment of the Chief Executive Officer.

SIGNED for and on behalf of
District Council of Copper Coast

……
Mayor Paul Thomas

In the presence of:

……
Witness (Sign and print name)

DATED the day of 2010

SIGNED by

……
Peter Dinning

In the presence of:

……
Witness (Sign and print name)

DATED the day of 2010

DISTRICT COUNCIL OF COPPER COAST

SCHEDULE 1

Position Description

Chief Executive Officer

DISTRICT COUNCIL OF COPPER COAST

CHIEF EXECUTIVE OFFICER

JOB & PERSON SPECIFICATION

[INSERT DATE]

DISTRICT COUNCIL OF COPPER COAST

SCHEDULE 2

TOTAL EMPLOYMENT COST (TEC) PACKAGE

TOTAL EMPLOYMENT COST (TEC) PACKAGE

Effective Date

CHIEF EXECUTIVE OFFICER

Annualised Salary	**$[INSERT AMOUNT]**
Compulsory Superannuation Guarantee Levy *Currently 9% of earnings, paid by Council*	**$[INSERT AMOUNT]**
Notional Value of Motor Vehicle (inc FBT costs) **(based upon a 6 cylinder vehicle)**	**$[INSERT AMOUNT]**
TECP	**$[INSERT AMOUNT]**

TOTAL EMPLOYMENT COST PACKAGE	**$[INSERT AMOUNT]**

Additional Notes:

1. **The notional value of the vehicle may change according to the choice of vehicle.**

CEO to Initial ……Council representative to Initial …….

DISTRICT COUNCIL OF COPPER COAST

SCHEDULE 3

PERFORMANCE RATING SCALE

PERFORMANCE RATING SCALE	
Rating	**Definition**
5	**Exceptional** • A standard of competency / performance / achievement that far exceeds overall requirements. • Ability, initiative and creativity far beyond the normal requirements for the job. • Achievement and influence goes beyond the immediate job. • Behaviour always exemplifies commitment to constructive culture.
4	**Highly Commendable** • A standard of competency / performance / achievement that clearly exceeds the overall requirements. • Achievement goes beyond the immediate job. • Looks for opportunities and shows initiative and creativity. • Behaviour consistently demonstrates commitment to constructive cultures and sets an example for others.
3	**Competent** • A standard of competency / performance / achievement that meets the requirements. • Developing within the position. • Behaviour demonstrates commitment to constructive culture.
2	**Below Required Performance** • A standard of competency / performance / achievement that meets minimum requirements. • Performance improvement is required in some areas (could be new to role). • Behaviour often falls below the expected standards of a constructive approach.
1	**Unacceptable** • A standard of competency / performance / achievement that requires significant improvement • Behaviour rarely demonstrates constructive approach. • Performance is below acceptable levels and improvement is essential.

DISTRICT COUNCIL OF COPPER COAST

SCHEDULE 4

REQUEST TO SALARY SACRIFICE INTO SUPERANNUATION

REQUEST TO SALARY SACRIFICE INTO SUPERANNUATION

I wish to [enter into/withdraw from] a salary sacrifice agreement for the stated amount under my Contract.

Superannuation Fund	Amount in $ or % to be salary sacrificed from my gross pay

Employee Name (Print): _____

Signature: _____

Date: _____

Approved By (Print): _____

Signature: _____

Date: _____